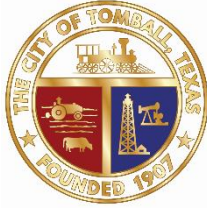


**NOTICE OF REGULAR COUNCIL MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, December 6, 2021  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, December 6, 2021 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 CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR DECEMBER 6, 2021, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED “SOCIAL DISTANCING”) TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.**

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: 867 5473 8229, Passcode: 709290. 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 Steven Staten – Fellowship @ Tomball
- C. Pledges to U.S. and Texas Flags - Led by Scouts, Pack 469, Arrow of Light Den

- 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. December 10-12, 2021 – ***German Christmas Market*** – Depot Plaza and Market Street
- II. December 23-24, 2021 – **Christmas Holidays** – City offices closed
- III. December 31, 2021 – **New Year’s Day Holiday** – City offices closed
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- I. Mike Baxter – Report on Success of ***“Deck the Depot”***
- F. Approval of Minutes
1. Approve the Minutes of the November 15, 2021 Special and Regular Tomball City Council Meetings and the November 29, 2021 Special Tomball City Council Meeting
- G. Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Adopt, on Second Reading, Ordinance No. 2021-37, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris



County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075-Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas) [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004]

2. Adopt, on Second Reading, Ordinance No. 2021-38, 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 240 Acres of Land Legally Described as Tract 1E, Situated in the Auguste Senerchal Survey, Abstract 722, from Undeveloped Land within the ETJ, to 231.6 Acres of Land to the Light Industrial District and 8.4 Acres of Land to the General Retail District, said Property being Generally Located at the Southwest Corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters.
3. Adopt on Second Reading, Ordinance No. 2021-39, an Ordinance of the City Council of the City of Tomball, Texas; Creating the “Tax Increment Reinvestment Zone Number Three” over the Area Generally Located at the Southwest Corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; Designating the Boundaries of the Zone; Creating a Board of Directors for the Zone; Establishing a Tax Increment Fund for the Zone; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herein; Providing a Severability Clause; and, Providing an Effective Date
4. Adopt, on Second Reading, Ordinance No. 2021-35, an Ordinance of the City of Tomball, Texas, Requesting to Amend Chapter 50 (Zoning) of the Tomball Code of Ordinances Official Zoning Map for Property that is Approximately 18 Acres of Land, Legally Described as Tracts 1B & 2C, Abstract 311 C Goodrich within the City of Tomball, Harris County, Texas; from Commercial District to the Planned Development District (PD-18); being generally located at the Northwest Corner of the Intersection of FM 2920 and Tomball Cemetery Road; 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

H. New Business

1. Amend Contract between City of Tomball and Tomball Farmers Market to Enable TFM to Hold Special Farmers Market Events on Wednesday, December 22 and December 29, 2021

2. Approve, on First Reading, Resolution No. 2021-42-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 Silver Accounting Group, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded enterprise to be located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,236.00.
3. Approve, on First Reading, Resolution No. 2021-43-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and the Friends of Tomball Community Library for expenditures required or suitable for the promotion of new or expanded business development. The estimated amount of expenditures for such Project is an amount not to exceed \$47,614.00.
4. Approve, on First Reading, Resolution No. 2021-41-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 GK Hospitality Development, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 6,530 square foot commercial facility to be located on the west side of SH 249, northerly of FM 2920 Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed \$107,500.00.
5. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Techsico to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a 10,000 square foot office/warehouse facility to be located on Lot 9 of the Tomball Business and Technology Park. The estimated amount of expenditures for such Project is and amount not to exceed \$20,529.00.
6. Approve Changes to Spirit of Texas Bank Entity Signer
7. Approve Contract with B&C Constructors for an LED Lighting Upgrade to All City Facilities, in the Amount of \$82,089.42, to be Completed through a 1GPA Contract, with Partial Funding through the State Energy Conservation Office (SECO)

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 2nd day of December 2021 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

December 10-12, 2021 – *German Christmas Market* – Depot Plaza and Market Street

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

Signed	<u>Doris Speer</u>	<u>10-18-2021</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

December 23-24, 2021 – **Christmas Holidays** – City offices closed

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

Signed	<u>Doris Speer</u>	<u>11-30-2021</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

December 31, 2021 – **New Year's Day Holiday** – City offices closed

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

Signed	<u>Doris Speer</u>	<u>11-30-2021</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: December 6, 2021

**Topic:**

Mike Baxter – Report on Success of *“Deck the Depot”*

**Background:**

**Origination:**

**Recommendation:**

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>11-8-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date



# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

Approve the Minutes of the November 15, 2021 Special and Regular Tomball City Council Meetings and the November 29, 2021 Special Tomball City Council Meeting

**Background:**

**Origination:** City Secretary

**Recommendation:**

Approve

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

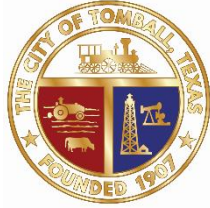
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	<u>Doris Speer</u>	<u>11-30-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

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



**Monday, November 15, 2021  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for November 15, 2021, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

A. Mayor Fagan called the meeting of the Tomball City Council to order at 6:05 p.m.

**PRESENT:**

Mayor Gretchen Fagan  
Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Chad Degges  
Council 4 Derek Townsend, Sr.  
Council 5 Lori Klein Quinn

**OTHERS PRESENT:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Director of Public Works – Beth Jones  
Marketing Director – Mike Baxter  
Director of Community Development – Nathan Dietrich  
Assistant City Secretary – Tracylynn Garcia  
Police Lieutenant-Support Services – Brandon Patin  
Community Center Manager – Rosalie Dillon  
CSO Administrative Assistant – Sasha Luna  
Executive Director-TEDC – Kelly Violette  
Economic Development Coordinator-TEDC – Tori Gleason

B. Invocation - Led by Pastor Sterling Ainsworth, Declaration Church, Spring, Texas

C. Pledges to U.S. and Texas Flags – Led by Joe Sykora.

Mayor Fagan recessed the Regular meeting at 6:05 p.m., to convene the Special meeting. Upon reconvening into Regular session at 6:43 p.m., the following actions were taken:

D. No public comments were received.

E. Presentations

1. Bruce Hillegeist, on behalf of ***Resale With A Purpose***, presented a \$10,000.00 donation to the Tomball Police Department Explorer Post #5451 and a \$10,000.00 donation to the Tomball Fire Department for ***Holiday With a Hero***, to be held on December 4, 2021.

F. Reports and Announcements

1. Announcements

- I. December 4, 2021 – ***Deck the Depot*** – Depot Plaza
- II. December 10-12, 2021 – ***German Christmas Market*** – Depot Plaza and Market Street
- III. November 20, 2021 – ***56<sup>th</sup> Annual Holiday Parade*** – Downtown – Greater Tomball Area Chamber of Commerce – 10:00 a.m. to 12:30 p.m.
- IV. November 19, 2021 – ***Light it Up! Tree Lighting*** – 6:30 p.m. – 8:30 p.m. at the Depot
- V. November 29, 2021 – Public Hearing to Consider Supporting the Creation of a Tax Increment Reinvestment Zone (TIRZ) to Facilitate the Development of Lovett Industrial, to be Located within the Corporate Limits of the City of Tomball, Texas (Special Council Meeting)

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

- I. Mike Baxter – Report on Success of ***“Depot Day”***

G. Approval of Minutes

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Klein Quinn, to approve the Minutes of the November 1, 2021 Regular Tomball City Council Meeting

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

H. Old Business

Consideration of Item H.1. was postponed to a future Council meeting, at the request of the property owner.

1. Adopt, on Second Reading, Ordinance No. 2021-36R, 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 1.9 acres of and legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the Office District, said property being generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for the Amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

No action taken.

I. New Business

1. Mayor Fagan opened the Public Hearing for the Purpose of Considering the Following Annexation: *(Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075 Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas)* [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004] at 6:56 p.m.; receiving no public comments, Mayor Fagan closed the Public Hearing at 6:56 p.m.
2. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to reading Ordinance No. 2021-37 by caption only, on first reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Degges, to adopt, on First Reading, Ordinance No. 2021-37, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075-Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas) [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004]

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

3. Consideration to Approve **Zoning Case P21-425**: Request by Lovett Industrial, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances to zone approximately 231. 6 acres as Light Industrial and 8.4 acres as General Retail contained within approximately 240 acres of land legally described tract 1E, situated in the Auguste Senerchal Survey, Abstract 722.
  - Mayor Fagan opened the Public Hearing on **Zoning Case P21-425** at 7:00 p.m.; receiving no public comments, Mayor Fagan closed the Public Hearing at 7:00 p.m.

Consideration of Ordinance No. 2021-38 was postponed to the November 29, 2021 Council Meeting.

- Adopt, on First Reading, Ordinance No. 2021-38, 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 240 acres of land legally described as Tract 1E, situated in the Auguste Senerchal Survey, Abstract 722, from Undeveloped Land within the ETJ to 231.6 Acres of Land to the Light Industrial District and 8.4 Acres of Land to the General Retail District, said property being generally located at the southwest corner of Grand Parkway 99 and Rocky

Road, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

No action taken.

4. Consideration to approve **Zoning Case P21-352**: Request by Creek Road and CTC Residential to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District. The property is generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.
- Mayor Fagan opened the Public Hearing on **Zoning Case P21-352** at 7:27 p.m.; receiving no public comments, Mayor Fagan closed the Public Hearing at 7:27 p.m.
  - Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to read Ordinance No. 2021-35 by caption only on first reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to adopt, on First Reading, Ordinance No. 2021-35, an ordinance of the City of Tomball, Texas, requesting to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances Official Zoning Map for property that is approximately 18 acres of land, legally described as Tracts 1B & 2C, Abstract 311 C Goodrich within the City of Tomball, Harris County, Texas; from Commercial District to the Planned Development District (PD-18); being generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road; 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.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

5. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Klein Quinn, to approve the Donation of the City of Tomball Emergency Warning Siren to the Spring Creek County Historical Association and In-Kind Services for the Removal and Transportation of the Siren at the Tomball Museum Center, 510 N. Pine Street.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

6. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to approve Tomball Sister City Organization's request for the Amount of \$160,000 for the Tomball German Christmas Market on December 10-12, 2021 and the Tomball German Heritage Festival on March 25-26, 2022.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

7. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Resolution No. 2021-40 – a Resolution of the City Council of the City of Tomball, Texas, Casting Its Ballot for the Election of a Person to the Board of Directors of the Harris County Appraisal District, and Casting the City's Vote for Mike Sullivan.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

8. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to approve the purchase of a natural gas generator to replace the current generator at the Police Station, from Evolve Power Generation through the State of Texas DIR Contract, contract number DIR-TSO-4072, in the Amount of \$53,073.71



Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

9. Executive Session: The City Council did not 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 – Finance Director
10. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Klein Quinn, to Confirm the City Manager’s Appointment of Katherine Dubose as Finance Director.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

- J. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Meeting adjourned at 7:43 p.m.

PASSED AND APPROVED this the 6th day of December 2021.

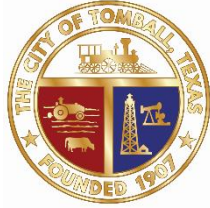
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Doris Speer  
City Secretary, TRMC, MMC

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Gretchen Fagan  
Mayor

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



**Monday, November 29, 2021  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the Special meeting scheduled for November 29, 2021, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

A. Mayor Fagan called the meeting of the Tomball City Council to order at 6:05 p.m.

**PRESENT:**

Mayor Gretchen Fagan  
Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Chad Degges  
Council 5 Lori Klein Quinn

**ABSENT:**

Council 4 Derek Townsend, Sr. - Excused

**OTHERS PRESENT:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Justin Pruitt  
Finance Director – Katherine Dubose  
Marketing Director – Mike Baxter  
Director of Community Development – Nathan Dietrich  
Assistant City Secretary – Tracylynn Garcia

B. No Public Comments were received.

C. New Business

1. Motion made by Council 2 Stoll, Seconded by Council 3 Degges, to read Ordinance No. 2021-38 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to adopt, on First Reading, Ordinance No. 2021-38, 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 240 acres of land legally described as Tract 1E, situated in the Auguste Senerchal Survey, Abstract 722, from Undeveloped Land within the ETJ to 231.6 Acres of Land to the Light Industrial District and 8.4 Acres of Land to the General Retail District, said property being generally located at the southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

2. Mayor Fagan opened the Public Hearing regarding the Designation of Tax Increment Reinvestment Zone Number Three (COT TIRZ 3) for Approximately 240.075 Acres of Land Generally Located along Boudreaux Road, within the City of Tomball, in Harris County, Texas at 6:20 p.m.; receiving no public comments, Mayor Fagan closed the Public Hearing at 6:21 p.m.

Mayor Fagan called a brief recess at 6:51 p.m.; upon reconvening at 6:54 p.m., the following items were considered/actions were taken:

3. Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to approve the Development Agreement with Lovett Industrial, LLC for the Development of Approximately 240 Acres generally located at Grand Parkway, Boudreaux Road and Rocky Road.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

4. Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to approve Resolution No. 2021-44, a Resolution of the City Council of the City of Tomball, Texas, Granting Consent to the Creation of a Business Improvement District under Chapter 375 of the Texas Local Government Code (TIRZ 3 – Lovett Industrial).

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

5. Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to read Ordinance No. 2021-39 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to adopt, on First Reading, Ordinance No. 2021-39, an Ordinance of the City Council of the City of Tomball, Texas; Creating the “Tax Increment Reinvestment Zone Number Three” over the Area Generally Located at the Southwest Corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; Designating the Boundaries of the Zone; Creating a Board of Directors for the Zone; Establishing a Tax Increment Fund for the Zone; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herein; Providing a Severability Clause; and, Providing an Effective Date.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

- D. Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn  
Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

Meeting adjourned at 7:09 p.m.

PASSED AND APPROVED this the 6<sup>th</sup> day of December 2021.

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Doris Speer  
City Secretary, TRMC, MMC

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Gretchen Fagan  
Mayor

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



**Monday, November 15, 2021  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the Special meeting scheduled for November 15, 2021, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

A. Mayor Fagan called the meeting of the Tomball City Council to order at 6:05 p.m.

**PRESENT:**

Mayor Gretchen Fagan  
Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Chad Degges  
Council 4 Derek Townsend, Sr.  
Council 5 Lori Klein Quinn

**OTHERS PRESENT:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Director of Public Works – Beth Jones  
Marketing Director – Mike Baxter  
Director of Community Development – Nathan Dietrich  
Assistant City Secretary – Tracylynn Garcia  
Police Lieutenant-Support Services – Brandon Patin  
Community Center Manager – Rosalie Dillon  
CSO Administrative Assistant – Sasha Luna  
Executive Director-TEDC – Kelly Violette  
Economic Development Coordinator-TEDC – Tori Gleason

B. No Public Comments were received.

C. New Business

1. Council entered into a workshop with City Attorney regarding TIRZ and Management Districts, including discussion regarding a potential development agreement between the City of Tomball and Lovett Industrial, LLC.

D. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Klein Quinn, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Meeting adjourned at 6:43 p.m.

PASSED AND APPROVED this the 6th day of December 2021.

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Doris Speer  
City Secretary, TRMC, MMC

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Gretchen Fagan  
Mayor



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 6, 2021

#### Topic:

Adopt, on Second Reading, Ordinance No. 2021-37, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075-Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas) [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004]

#### Background:

The required public hearing for this voluntary annexation, petitioned by the landowner, has been held and the required notices and publications have been completed.

Passage of Ordinance No. 2021-37 will complete the annexation process; City Secretary's office will notify the appropriate entities and record the Ordinance.

**Origination:** Lovett Industrial

#### Recommendation:

Adopt Ordinance No. 2021-37 on Second Reading

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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	Doris Speer	11/16/2021	Approved by	
	Staff Member	Date		City Manager
				Date

**ORDINANCE NO. 2021-37**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (BEING A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACRES DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS PROVIDED HEREIN, HARRIS COUNTY, TEXAS) [0 BOUDREAUX ROAD, LOVETT INDUSTRIAL; HCAD NO. 0450260000004]**

\* \* \* \* \*

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

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

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

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

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

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

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 15TH DAY OF  
NOVEMBER 2021.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGS	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF  
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF  
DECEMBER 2021.

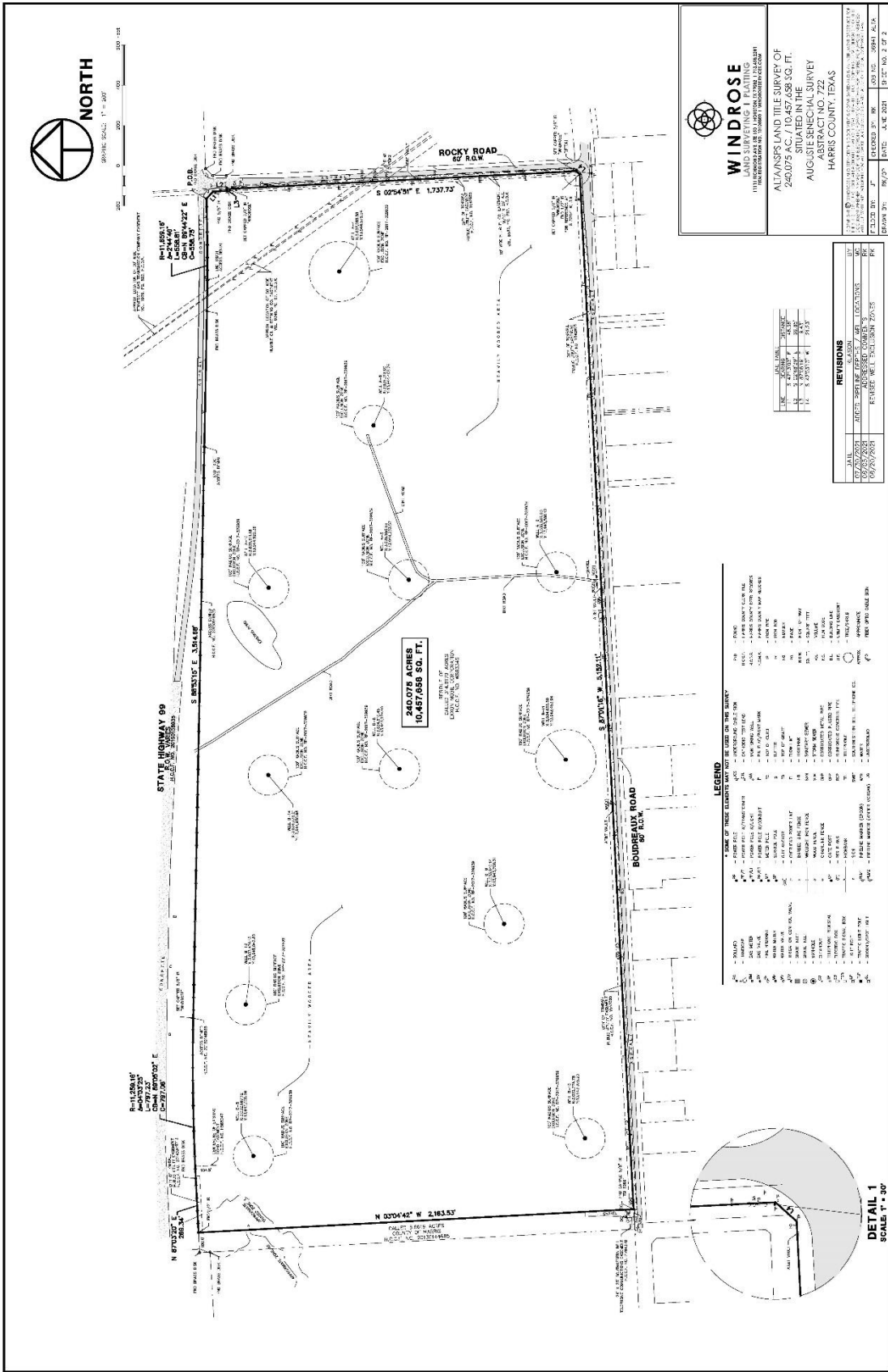
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

\_\_\_\_\_  
GRETCHEN FAGAN, Mayor

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary





## Exhibit "A" – Page 3

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### DESCRIPTION OF 240.075 ACRES OR 10,457,658 SQ. FT.

A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314,8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 1,737.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF SAID ROCKY ROAD AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK MARKING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.

**THENCE**, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 5,152.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;



## **Exhibit "A" – Page 4**

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**THENCE**, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN, 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.

\_\_\_\_\_  
LUCAS G. DAVIS  
R.P.L.S. NO. 6599  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10108800

\_\_\_\_\_  
7-12-2021

DATE:

## **EXHIBIT "B"**

### **CITY OF TOMBALL, TEXAS**

### **MUNICIPAL SERVICE PLAN**

#### **I. INTRODUCTION**

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

#### **II. EFFECTIVE TERM**

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

#### **III. INTENT**

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

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

#### **IV. SERVICE PROGRAMS**

##### **A. In General.**

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.
2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or

cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

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

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

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

roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

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

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

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.

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

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

## **V. AMENDMENT: GOVERNING LAW**

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

## **VI. FORCE MAJEURE**

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

## **VIII. ENTIRE PLAN**

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

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

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

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

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

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

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

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

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 6, 2021

#### Topic:

Adopt, on Second Reading, Ordinance No. 2021-38, 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 240 Acres of Land Legally Described as Tract 1E, Situated in the Auguste Senerchal Survey, Abstract 722, from Undeveloped Land within the ETJ, to 231.6 Acres of Land to the Light Industrial District and 8.4 Acres of Land to the General Retail District, said Property being Generally Located at the Southwest Corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters.

#### Background:

City Staff recommends approval. Planning & Zoning Commission recommended approval (5-0) subject to limitations, restrictions and covenants included in the Development Agreement Council approved on November 29, 2021.

**Origination:** Lovett Industrial, LLC

#### Recommendation:

Adopt Ordinance No. 2021-38 on Second Reading

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

Nathan Dietrich, Community  
Development Director

#### FUNDING (IF APPLICABLE)

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

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

Signed	Doris Speer	11-30-2021	Approved by	
	Staff Member	Date		
			City Manager	Date



**ORDINANCE NO. 2021-38**

**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 240 ACRES OF LAND LEGALLY DESCRIBED AS TRACT 1E, SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT 722, FROM UNDEVELOPED LAND WITHIN THE ETJ TO 231.6 ACRES OF LAND TO THE LIGHT INDUSTRIAL DISTRICT AND 8.4 ACRES OF LAND TO THE GENERAL RETAIL DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GRAND PARKWAY 99 AND ROCKY ROAD, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

**Whereas,** Lovett Industrial, LLC has requested that approximately 240 acres of land legally described as Tract 1E, situated in the Auguste Senerchal Survey, Abstract 722, generally located at the southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas, (the "Property"), be rezoned; and

**Whereas,** the applicant has presented an application to the City to amend the official zoning map of the City from Agricultural zoning district to Light Industrial and General Retail Zoning Districts; and

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

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

**Whereas,** the Planning & Zoning Commission recommended in its final report that City Council deny the requested rezoning of the Commercial District; and

**Whereas,** at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

**Whereas,** the City Council deems it appropriate to grant the requested 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 zoning classification of the Property is hereby changed from the Agricultural District to the Light Industrial District and General Retail District and 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 Light Industrial District and General Retail District, 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 to Light Industrial District and General Retail District as described above.

**Section 5.** The Light Industrial District and General Retail District shall be subject to the following limitations, restrictions and covenants:

Approved Development Agreement requiring additional landscaping and limiting specific uses;

**Section 6.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 7.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

**Ordinance No. 2021-38**  
**Page 3 of 3**

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 29<sup>TH</sup> DAY OF NOVEMBER 2021.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>ABSENT</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

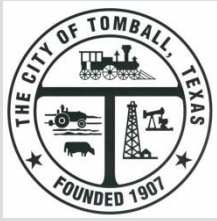
READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6<sup>TH</sup> DAY OF DECEMBER 2021.

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

ATTEST:

\_\_\_\_\_  
Gretchen Fagan, Mayor

\_\_\_\_\_  
Doris Speer, City Secretary



## Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: November 8, 2021  
City Council Public Hearing Date: November 15, 2021

**Rezoning Case:** P21-425  
**Property Owner(s):** Exxon Mobil Corporation  
**Applicant(s):** Lovett Industrial, LLC  
**Legal Description:** TR 1E, Abst 722 A Senechal  
**Location:** Southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas (Exhibit “A”)  
**Area:** Approximately 240 acres  
**Comp Plan Designation:** Corridor Commercial (Exhibit “B”)  
**Present Zoning and Use:** Currently in the ETJ (Exhibit “C”) / Undeveloped (Exhibit “D”)  
**Request:** Approximately 231.6 acres as Light Industrial and 8.4 acres as General Retail

### Adjacent Zoning & Land Uses:

**North:** State Highway 99. Land to the north of State Highway 99 is in the ETJ and is developed as single family residences.

**South:** ETJ / Mix of land uses including single family residential, retail, and commercial (Temo's Stop N Drive Thru, Shadetree Shane's Automotive Service, The City Park Boat & RV Storage, etc.)

**West:** ETJ / Mix of land uses including single family residential and commercial uses (The Wildcat Boat & RV Storage etc.)

**East:** Planned Development (Grand Parkway Town Center approved in 2017) / Vacant

### **BACKGROUND**

The subject parcel is a former Exxon Mobil oil field and was used for oil and gas exploration and production. The parcel is currently vacant. As per the applicant, the current owner conducted an investigation pursuant to the Railroad Commission of Texas' Operator Cleanup Program and it was determined that no concentrations of hazardous materials in the soil or groundwater exceeded their applicable regulatory standards for residential land use. Notwithstanding this determination, the owner voluntarily elected to record a restrictive covenant on the property restricting use of the property for residential use, and prohibiting groundwater use in or under the surface of the property, including water wells.

The property is currently in the ETJ and the applicant is working with the City to annex the parcel while concurrently completing the zoning process.

City Council approved a resolution on September 7, 2021 to begin negotiations to create a development agreement with Lovett Industrial, a Houston-based real estate development and investment company. Under consideration is the possibility of the city providing water and wastewater services to the land, with the developer being responsible for extending the necessary infrastructure subject to reimbursement by the City.

It is estimated that the development would include 3.3 million square feet of distribution and light industrial buildings and additional retail space that estimates generating up to 1,300 jobs.

## **ANALYSIS**

**Description of Proposed Zoning Category:** The applicant is requesting two different zones: 231.6 acres as Light Industrial and 8.4 acres as General Retail.

According to Section 50-76 (*General Retail District (GR)*), the General Retail District is “...established to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services. These shopping areas should utilize established landscape and buffering requirements. The GR General Retail District should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.” Uses allowed in the General Retail District are typically not compatible with residential uses.

According to Section 50-78 (*Light Industrial District (LI)*), the Light Industrial District is “...intended primarily for the conduct of light manufacturing, assembling and fabrication activities, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares, major highways, and/or other means of transportation such as the railroad.”

**Comprehensive Plan Recommendation:** The property is designated as Corridor Commercial by the Comprehensive Plan Future Land Use Map, that describes that this category is intended “...for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. The land uses are typically comprised of varying lot sizes and intensities predominantly serving the automobile. While these areas will always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations and to create a pleasing environment which leaves a lasting impression on residents and passers-by”. Appropriate land uses include regional commercial, personal service offices, multifamily, retail, entertainment, dining, hotels, and brew pubs/distilleries. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses. Compatible zoning districts are identified as – “O: Office, GR: General Retail, C: Commercial, MU: Mixed Use, Multi-family, PD, Planned Development”.

The proposed General Retail District would be in conformance with the Comprehensive Plan. The proposed Light Industrial zoning district does not meet the intent of this category. However, if the development includes “improved standards for building form and architecture, buffering, landscaping, and signage” as recommended in the Comprehensive Plan, especially for areas visible from the highway, the development would be in conformance with the vision for the area. These are considerations that can be included in the Development Agreement.

**Conceptual Development Plans:** The applicant has included proposed development plans for the site. However, it is important to note that the zone change cannot be conditioned on a site plan or other additional requirements. Once the property is zoned, it can be developed for any uses permitted in that zoning category and in a manner that meets the requirements of the zoning code.

### **PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper on October 27, 2021 and property owners within 200 feet of the project site were mailed notification of this proposal on October 28, 2021. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

### **RECOMMENDATION**

Staff recommends to approve the zoning as requested but recommend higher development standards and aesthetic guidelines be incorporated into the Development Agreement, especially along State Highway 99 and Rocky Road, to ensure that the development is in conformance with the Comprehensive Plan.

### **EXHIBITS**

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Rezoning Application and Supporting Documents



A. Exhibit "A"  
Aerial Photo

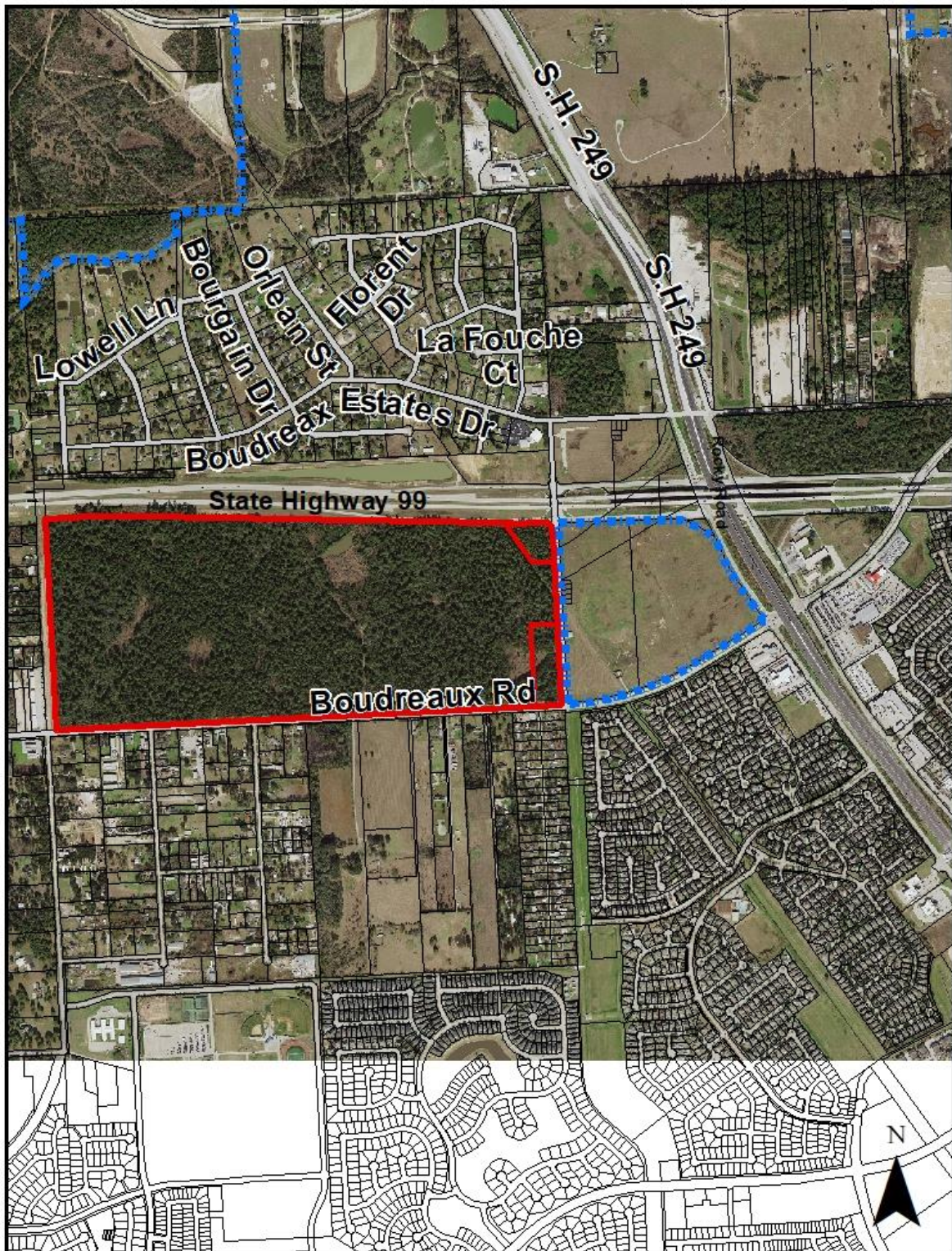




Exhibit "B"  
Comprehensive Plan

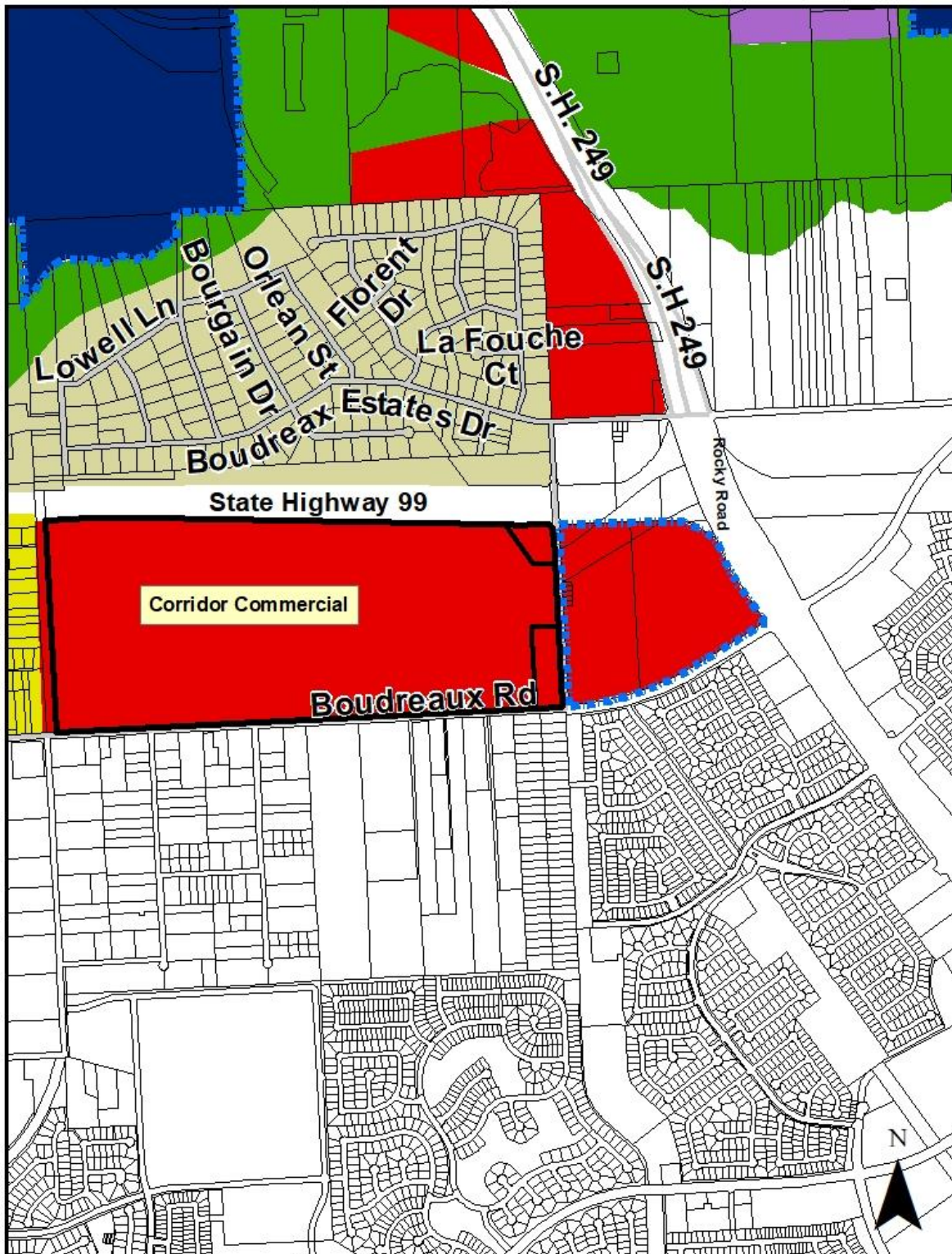
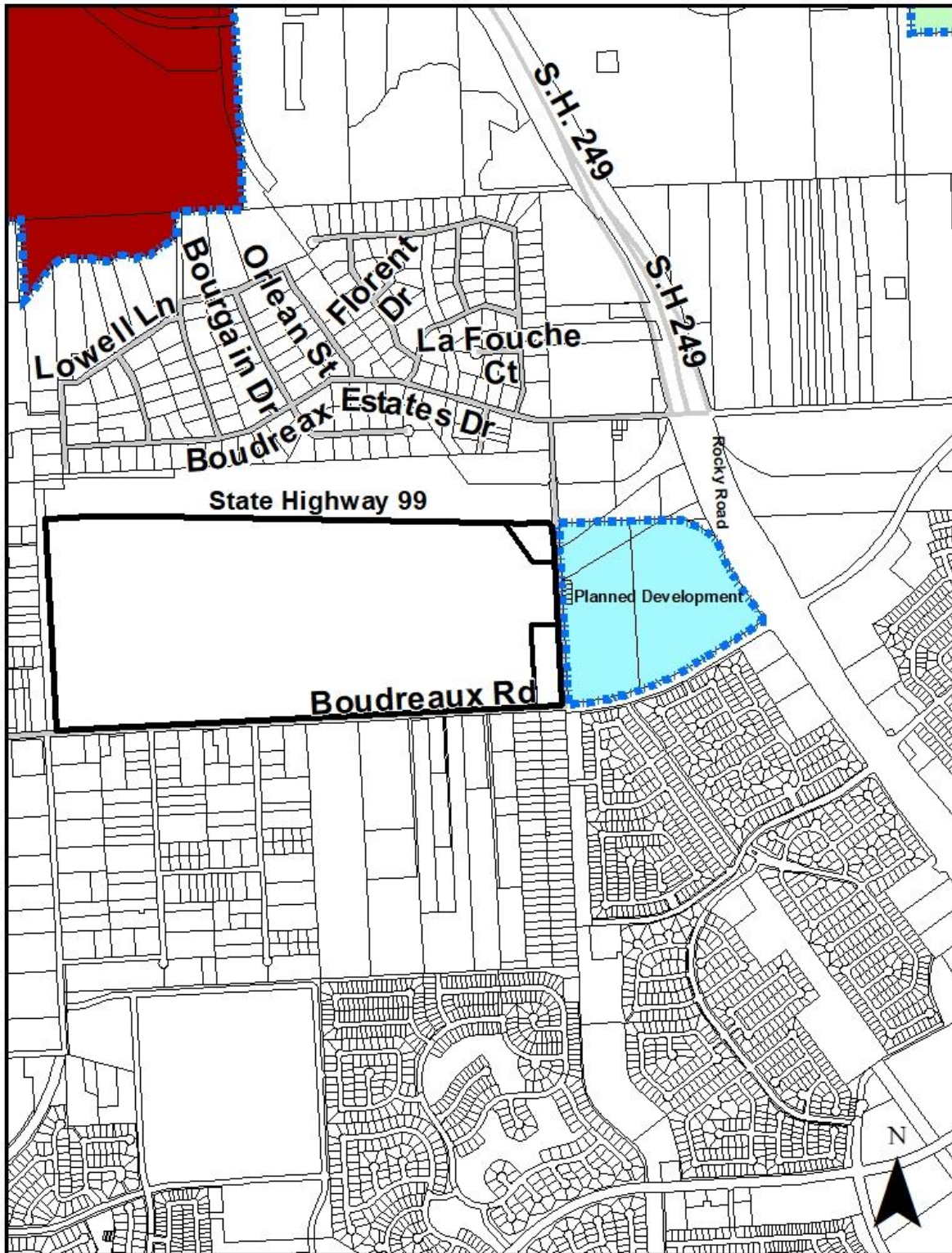




Exhibit "C"  
Zoning Map





**Exhibit “D”  
Site Photo**



View from Rocky Rd. and SH 99



View from Rocky Rd. and SH 99





View from Rocky Rd. and Boudreaux Rd.

## Exhibit "E"

### Rezoning Application

Revised: 4/13/2020



### APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

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

#### **Applicant**

Name: Lovett Industrial, LLC Title: Agent  
Mailing Address: 1902 Washington Ave, Suite A City: Houston State: TX  
Zip: 77007 Contact: Carmen Pearson  
Phone: (713) 205-3588 Email: carmen.pearson@lovettindustrial.com

#### **Owner**

Name: Exxon Mobil Corporation Title: Owner  
Mailing Address: 22777 Springwoods Village Parkway City: Spring State: TX  
Zip: 77389 Contact: Matthew Sawyer  
Phone: (832) 625-3049 Email: matthew.l.sawyer@exxonmobil.com

#### **Engineer/Surveyor (if applicable)**

Name: Kimley Horn Title: Engineer  
Mailing Address: 11700 Katy Freeway, Ste 800 City: Houston State: TX  
Zip: 77079 Contact: Dan Elkins  
Phone: (713) 510-9405 Fax: ( ) Email: dan.elkins@kimley-horn.com

**Description of Proposed Project:** Warehouse and Retail Logistics Park

Physical Location of Property: Southwest corner of Grand Parkway 99 and Rocky Road  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 1E, Abst 722 A Senechal  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: None; Currently within City of Tomball ETJ

Current Use of Property: Vacant

Proposed Zoning District: Approximately 231.6 ac Light Industrial and 8.4 ac General Retail

Proposed Use of Property: Warehouse and Retail

HCAD Identification Number: 0450260000004 Acreage: 240.075


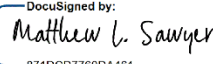
City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

[www.tomballtx.gov](http://www.tomballtx.gov)

Revised: 4/13/2020

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		2021.09.27
	Signature of Applicant	Date
	<small>DocuSigned by:</small> 	
X	<small>874DCD7786DA461...</small>	September 28, 2021
	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.**

☒ **Completed application form**

☐ **\*Copy of Recorded/Final Plat**

☒ A plat pertaining to this property will be submitted to the Community Development Department in the near future

☒ **Check for \$400.00 + \$10.00 per acre (Non-Refundable)**

☒ **Letter stating reason for request and issues relating to request**

☒ **Conceptual Site Plan (if applicable)**

☒ **Metes & Bounds of property**

☒ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

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

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

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

## **Application Process**

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

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



September 27, 2021

City of Tomball  
501 James Street  
Tomball, TX 77375

Re: 99 Pines Logistics Park, Grand Parkway 99 and SH 249, City of Tomball

**LOVETT**  
INDUSTRIAL

City of Tomball Staff,

Lovett Industrial is currently working to develop the 240.075 acre tract at the southwest corner of the intersection of Grand Parkway 99 and State Highway 249. In conjunction with an application for annexation, we are requesting that the City of Tomball consider rezoning the 240.075 acre development to a mix of Light Industrial (LI) and General Retail (GR). A plat application will also be submitted for this property in accordance with the City of Tomball plat procedures.

The proposed zoning will serve 99 Pines Logistics Park and will provide for an integrated logistics park for both industrial warehousing and retail development. The proposed zoning will meet the following provisions for Light Industrial and General Retail as outlined under Article 50 of the City of Tomball Code of Ordinances:

- a) General purpose and description
- b) Permitted Uses
- c) Height regulations
- d) Area Regulations

This rezoning will allow for the development of this key tract of land in a manner that is consistent with the goals of the City of Tomball and those of Lovett Industrial. We look forward to a successful partnership.

Respectfully,

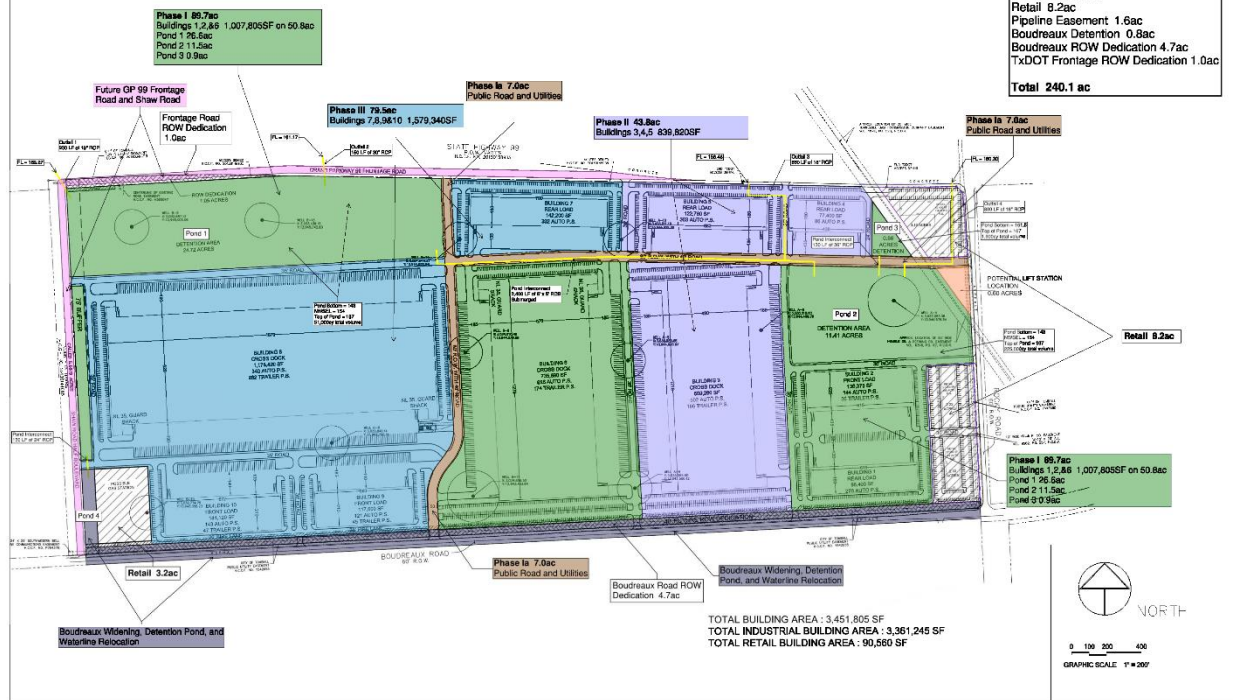


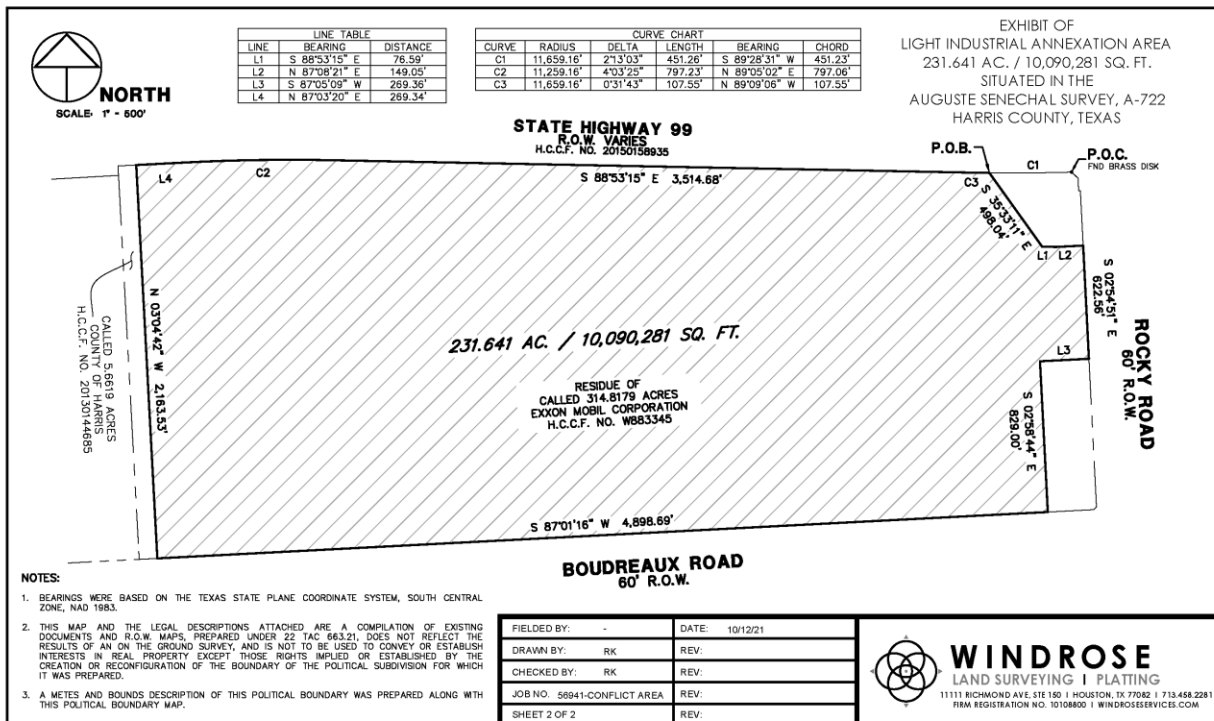
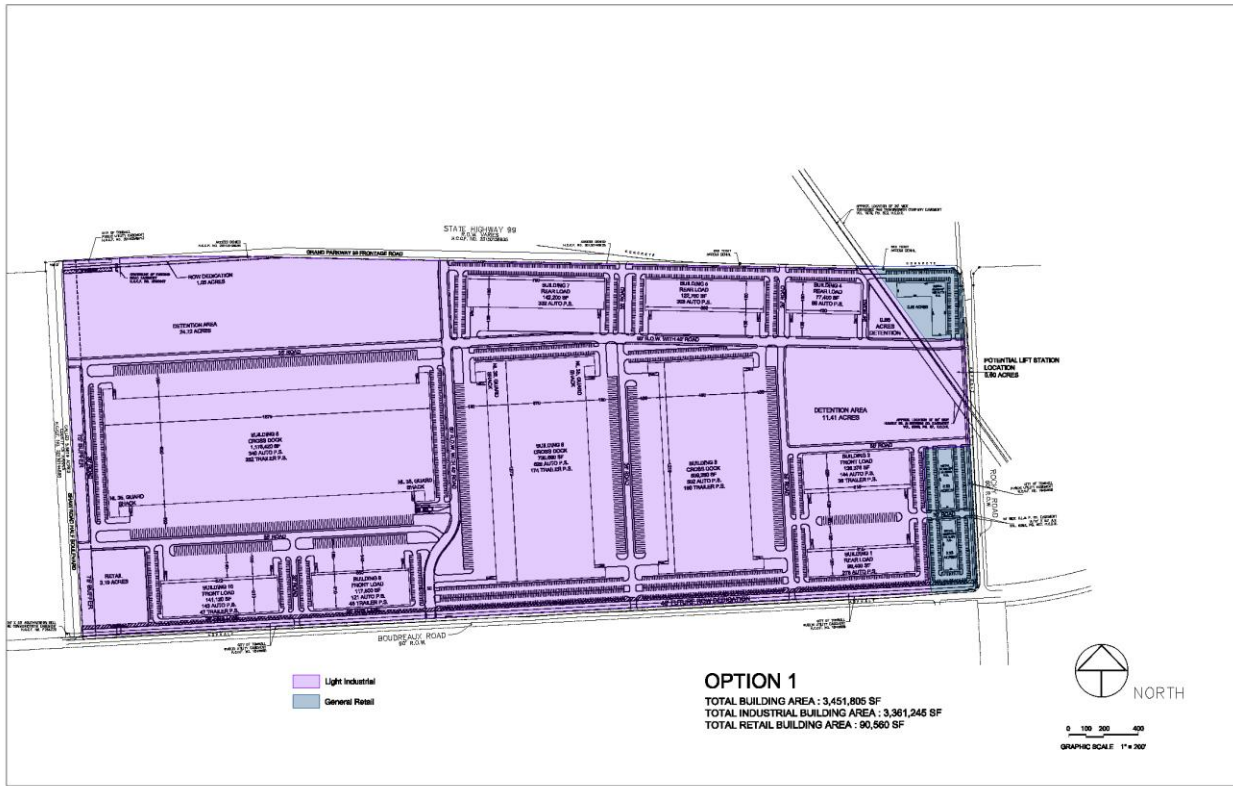
Carmen Pearson, P.E.  
VP Development  
Lovett Industrial LLC

c. Charlie Meyer, President – Lovett Industrial

1902 Washington Ave, Suite A  
Houston, Texas 77007  
P 713.212.1561

Phase Ia 7.0ac
Phase I 1,007,805SF 89.7ac
Phase II 839,820SF 43.8ac
Phase III 1,579,340SF 79.5ac
Lift Station 0.6ac
Retail 8.2ac
Pipeline Easement 1.6ac
Boudreaux Detention 0.8ac
Boudreaux ROW Dedication 4.7ac
TxDOT Frontage ROW Dedication 1.0ac
<b>Total 240.1 ac</b>







**DESCRIPTION OF  
231.641 ACRES OR 10,090,281 SQ. FT.**

A TRACT OR PARCEL CONTAINING 231.641 ACRES OR 10,090,281 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 231.641 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**COMMENCING** AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935;

**THENCE**, IN A WESTERLY DIRECTION WITH THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 99, A DISTANCE OF 451.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, SUBTENDING A CENTRAL ANGLE OF 02 DEG. 13 MIN. 03 SEC., AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 28 MIN. 31 SEC. WEST, TO THE MOST NORTHERLY NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 35 DEG. 33 MIN. 11 SEC. EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 498.04 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 88 DEG. 53 MIN. 15 SEFC. EAST, A DISTANCE OF 76.59 FEET TO AN ANGLE POINT;

**THENCE**, NORTH 87 DEG. 08 MIN. 21 SEC. EAST, A DISTANCE OF 149.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROCKY ROAD, MARKING THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, ALONG AND WITH SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 622.56 FEET TO AN ANGLE POINT;

**THENCE**, SOUTH 87 DEG. 05 MIN. 09 SEC. WEST, LEAVING SAID LINE, A DISTANCE OF 269.36 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 02 DEG. 58 MIN. 44 SEC. EAST, A DISTANCE OF 829.00 FEET TO A POINT ON THE NORTHERLY LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 4,898.69 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN. 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 797.23 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.



ROBERT KNESS  
R.P.L.S. NO. 6486  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10108800



10-12-2021  
DATE: \_\_\_\_\_

SHEET 2 OF 2



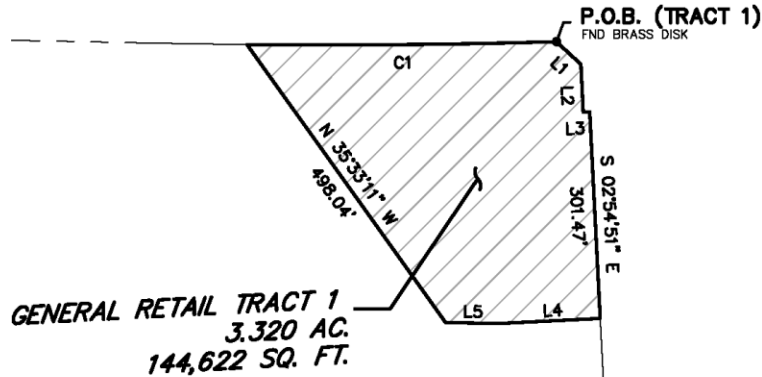
SCALE: 1" = 200'

**NORTH**

**STATE HIGHWAY 99**

R.O.W. VARIES  
H.C.C.F. NO. 20150158935

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	11,659.16'	2°13'03"	451.26'	N 89°28'31" E	451.23'



RESIDUE OF  
CALLED 314.8179 ACRES  
EXXON MOBIL CORPORATION  
H.C.C.F. NO. W883345

**NOTES:**

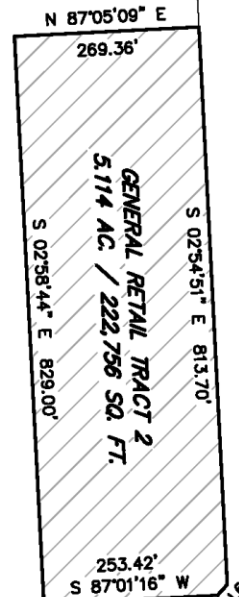
1. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 1983.
2. THIS MAP AND THE LEGAL DESCRIPTIONS ATTACHED ARE A COMPILATION OF EXISTING DOCUMENTS AND R.O.W. MAPS, PREPARED UNDER 22 TAC 66.3.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
3. A METES AND BOUNDS DESCRIPTION OF THIS POLITICAL BOUNDARY WAS PREPARED ALONG WITH THIS POLITICAL BOUNDARY MAP.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 47°13'03" E	48.58'
L2	S 02°48'39" E	69.85'
L3	S 87°08'19" W	9.43'
L4	S 87°08'21" W	149.05'
L5	N 88°53'15" W	76.59'
L6	N 42°03'13" E	21.23'

EXHIBIT OF  
GENERAL RETAIL ANNEXATION AREA  
3.320 AC. / 114,622 SQ. FT. (TRACT 1)  
5.114 AC. / 222,756 SQ. FT. (TRACT 2)  
SITUATED IN THE  
AUGUSTE SENECHAL SURVEY, A-722  
HARRIS COUNTY, TEXAS

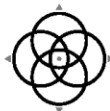
**BOUDREAUX ROAD**  
60' R.O.W.

**ROCKY ROAD**  
60' R.O.W.



**P.O.B. (TRACT 2)**  
SET CAPPED 5/8" IR  
"WINDROSE"  
FND 1/2" IR  
FOR REFERENCE AT  
S 30°14' W, 3.9'

FILED BY: -	DATE: 10/12/21
DRAWN BY: RK	REV:
CHECKED BY: RK	REV:
JOB NO. 56941-GENERAL RETAIL	REV:
SHEET 3 OF 3	REV:



**WINDROSE**  
LAND SURVEYING | PLATTING

11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281  
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM



**DESCRIPTION OF  
3.320 ACRES OR 144,622 SQ. FT.**

A TRACT OR PARCEL CONTAINING 3.320 ACRES OR 144,622 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 3.320 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 301.47 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

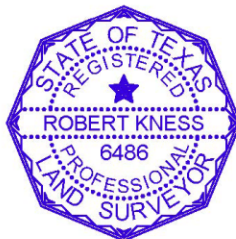
**THENCE**, SOUTH 88 DEG. 08 MIN. 21 SEC. WEST, LEAVING SAID LINE, A DISTANCE OF 149.05 FEET TO AN ANGLE POINT;

**THENCE**, NORTH 88 DEG. 53 MIN. 15 SEC. WEST, A DISTANCE OF 76.59 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 35 DEG. 33 MIN. 11 SEC. WEST, A DISTANCE OF 498.04 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, IN AN EASTERLY DIRECTION A DISTANCE OF 451.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 13 MIN. 03 SEC., AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 28 MIN. 31 SEC. EAST - A DISTANCE OF 451.23 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 3.320 ACRES OR 144,622 SQUARE FEET OF LAND.

  
ROBERT KNESS  
R.P.L.S. NO. 6486  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10108800



10-12-2021  
DATE:

SHEET 1 OF 3





**DESCRIPTION OF  
5.114 ACRES OR 222,756 SQ. FT.**

A TRACT OR PARCEL CONTAINING 5.114 ACRES OR 222,756 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 5.114 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST R.O.W. LINE OF ROCKY ROAD (60' FEET WIDE) AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE) MARKING A SOUTHEAST CORNER OF SAID 314.8179 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.


**THENCE**, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 253.42 FEET TO A THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 58 MIN. 44 SEC. WEST, LEAVING SAID LINE, A DISTANCE OF 829.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEG. 05 MIN. 09 SEC. EAST, A DISTANCE OF 269.36 FEET TO A POINT ON THE WEST R.O.W. LINE OF SAID ROCKY ROAD, MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, ALONG AND WITH THE WEST R.O.W. LINE OF SAID ROCKY ROAD, A DISTANCE OF 813.70 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER AT THE INTERSECTION OF SAID RCKY ROAD, WITH SAID BEAUDREAUX ROAD, MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5.114 ACRES OR 222,756 SQUARE FEET OF LAND.

  
ROBERT KNESS  
R.P.L.S. NO. 6486  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10108800



10-12-2021  
DATE:

SHEET 2 OF 3



ANN HARRIS BENNETT  
TAX ASSESSOR-COLLECTOR  
P.O. BOX 3547  
HOUSTON, TEXAS 77253-3547  
TEL: 713-274-8000



**2020 Property Tax Statement  
Web Statement**

Statement Date:	September 27, 2021
Account Number	045-026-000-0004

Our records indicate that your statement has been requested by a mortgage company.



EXXON MOBIL CORPORATION  
PO BOX 53  
HOUSTON TX 77001-0053

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	28,814	0.391160	\$112.71
Harris County Flood Control Dist	0	28,814	0.031420	\$9.05
Port of Houston Authority	0	28,814	0.009910	\$2.86
Harris County Hospital District	0	28,814	0.166710	\$48.04
Harris County Dept. of Education	0	28,814	0.004993	\$1.44
Lone Star College System	0	28,814	0.107800	\$31.06
Emergency Service Dist #15 (Fire)	0	28,814	0.048810	\$14.06
Emergency Service Dist #8 (EMS)	0	28,814	0.097000	\$27.95

Property Description	
BOUDREAUX RD 77377 TR 1E ABSI 722 A SENECHAL 240.1157 AC	
Appraised Values	
Land - Market Value	7,843,320
Impr - Market Value	0
Total Market Value	7,843,320
Less Capped Mkt Value	7,814,506
Appraised Value	28,814
Exemptions/Deferrals	
Timber Productivity	

Page: 1 of 1

Total 2020 Taxes Due By January 31, 2021:	\$247.17
Payments Applied To 2020 Taxes	\$247.17
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
<b>Total Amount Due For July 2021</b>	<b>\$0.00</b>

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2021	7%	\$0.00	\$0.00	\$0.00
By March 31, 2021	9%	\$0.00	\$0.00	\$0.00
By April 30, 2021	11%	\$0.00	\$0.00	\$0.00
By May 31, 2021	13%	\$0.00	\$0.00	\$0.00
By June 30, 2021	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2015 to 2020: Appraised Value -10%, Taxable Value -10%, Tax Rate -4%, Tax Bill -14%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



EXXON MOBIL CORPORATION  
PO BOX 53  
HOUSTON TX 77001-0053

**PAYMENT COUPON**

Make check payable to:

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THIS TAXES.

ANN HARRIS BENNETT  
TAX ASSESSOR-COLLECTOR  
P.O. BOX 4622  
HOUSTON, TEXAS 77210-4622

Account Number
045-026-000-0004
Amount Enclosed
\$ _____

Web Statement - Date Printed: 09-27-2021

04502600000047 2020 000000000 000000000 000000000 000000000





**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
NOVEMBER 8, 2021  
&  
CITY COUNCIL  
NOVEMBER 15, 2021**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, November 8, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, November 15, 2021, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Zoning Case P21-425:** Request by Lovett Industrial, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances to zone approximately 231.6 acres as Light Industrial and 8.4 acres as General Retail contained within approximately 240 acres of land legally described as TR 1E, Abst 722 A Senechal.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Community Development Coordinator, Kim Chandler, at (281) 290-1405 or at [kchandler@tomballtx.gov](mailto:kchandler@tomballtx.gov).

**CERTIFICATION**

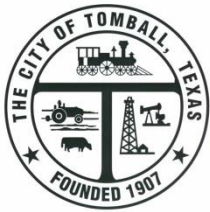
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **4<sup>th</sup>** day of **November 2021** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Kim Chandler*

Kim Chandler

Community Development Coordinator

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



## Notice of Public Hearing

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

**CASE NUMBER:** P21-425

**APPLICANT/OWNER:** Lovett Industrial, LLC/  
Exxon Mobil Corporation

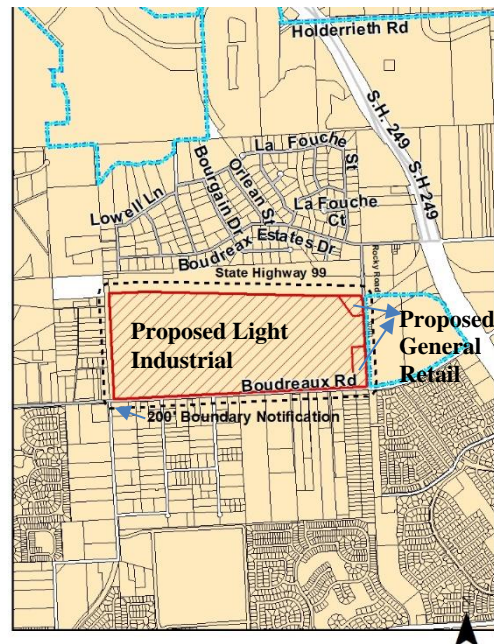
**LOCATION:** Generally located at the Southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas

**PROPOSAL:** To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances to zone approximately 231.6 acres as Light Industrial and 8.4 acres as General Retail contained within approximately 240 acres of land legally described tract 1E, situated in the Auguste Senerchal Survey, Abstract 722.

**CONTACT:** Kim Chandler

**PHONE:** (281) 290-1405

**E-MAIL:** [kchandler@tomballtx.gov](mailto:kchandler@tomballtx.gov)



Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

**This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**

**Planning & Zoning Commission  
Public Hearing:  
Monday, November 8, 2021 6:00 PM**

**City Council Public Hearing:  
\*Monday, November 15, 2021 6:00 PM**

**The Public Hearings will be held in the  
City Council Chambers, City Hall  
401 Market Street, Tomball, Texas**

\*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.



# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball  
Attn: Kim Chandler  
501 James Street  
Tomball, TX 77375

Name: Frederick B. Irvin  
(please print)  
Address: 19406 Hoffman Estates Blvd  
Tomball, Texas 77377  
Signature: Frederick B Irvin  
Date: 11-01-21



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-425. (Please state reasons below)**



I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-425. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, November 8, 2021 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

**Monday, November 15, 2021 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

**COMMENTS:**

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You may also comment via email to [kchandler@tomballtx.gov](mailto:kchandler@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Kim Chandler @ 281-290-1405.

**From:** [Yahoo Security](#)  
**To:** [Kimberly Chandler](#)  
**Subject:** ZONING CASE P21-425 - VOTE IN FAVOR  
**Date:** Monday, November 1, 2021 4:45:58 PM

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Kim,

Michelle and I are the owners of the property at 14711 Glezman Lane, Tomball Tx 77377 adjacent to the proposed annexation. We are in favor of the annexation and rezoning of property directly East of our property.

Sincerely,

Jeff Elijah  
713-824-6506

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 6, 2021

#### Topic:

Adopt on Second Reading, Ordinance No. 2021-39, an Ordinance of the City Council of the City of Tomball, Texas; Creating the "Tax Increment Reinvestment Zone Number Three" over the Area Generally Located at the Southwest Corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; Designating the Boundaries of the Zone; Creating a Board of Directors for the Zone; Establishing a Tax Increment Fund for the Zone; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herein; Providing a Severability Clause; and, Providing an Effective Date

#### Background:

Lovett Industrial, LLC is seeking to develop approximately 240 acres generally located at Grand Parkway, Boudreaux Rd and Rocky Rd with approximately 3.3 million square feet of distribution and light industrial buildings and approximately 30,000 square feet of retail space. The 240 acres is currently located in the ETJ of Tomball and the developer wishes to annex into the City. As a condition to the annexation the developer is requesting that the City consider and approve a TIRZ (Tax Increment Reinvestment Zone). TIRZ No. 3, if approved, will partially fund the necessary infrastructure improvements for the development. The length of the TIRZ is 30 years or until the debt to fund the development is paid. The ordinance also outlines the city participation of ad valorem tax is 75% of the increment before and after development valuations and 50% of the city portion of sales tax generated in the district for the same time period.

**Origination:** City Manager

#### Recommendation:

Adopt Ordinance No. 2021-39 on Second Reading.

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

#### 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	Doris Speer	11-30-2021	Approved by	
	Staff Member	Date	City Manager	Date



**ORDINANCE NO. 2021-39**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS; CREATING THE “TAX INCREMENT REINVESTMENT ZONE NUMBER THREE” OVER THE AREA GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GRAND PARKWAY 99 AND ROCKY ROAD, HARRIS COUNTY, TEXAS; DESIGNATING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HEREIN; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the City Council (the “Council”) of the City of Tomball, Texas (the “City”) hereby determines that the creation of a tax increment reinvestment zone to be named the “City of Tomball Tax Increment Reinvestment Zone Number Three” (the “TIRZ No. 3”) is necessary to promote the development or redevelopment of the area generally located at the southwest corner of Grand Parkway 99 and Rocky Road in Tomball, Texas (the “Area”), with the boundaries of TIRZ No. 3 to encompass the Area, and with such boundaries being more particularly depicted and described in “Exhibit A” attached to and incorporated in this Ordinance for all purposes; and

**WHEREAS**, on November 29, 2021, after giving proper legal notice, the Council held a public hearing where all interested persons were given the opportunity to speak and present evidence for and against the creation of TIRZ No. 3; and

**WHEREAS**, the Council hereby determines that a tax increment fund for TIRZ No. 3 must be established as required by law (the “TIRZ Fund”), with the TIRZ Fund being more particularly described in “Exhibit B” attached to and incorporated in this Ordinance for all purposes; and

**WHEREAS**, the Council hereby determines that Preliminary Reinvestment Zone Project and Financing Plans must be prepared as required by law for TIRZ No. 3 (the “Preliminary Plans”), with the Preliminary Plans being included as “Exhibit D” attached to and incorporated in this Ordinance for all purposes; and

**WHEREAS**, the Council hereby determines that Area within TIRZ No. 3 meets the criteria for a tax increment reinvestment zone under Chapter 311 of the Texas Tax Code, and the Council hereby determines that proposed improvements in TIRZ No. 3 will significantly enhance the value of all taxable real property in TIRZ No. 3 and will be of general benefit to the City, and that development of the Area would not occur in the foreseeable future solely through private investment; and

**WHEREAS**, the Council hereby determines that a board of directors shall be created for the administration, management, and operation of TIRZ No. 3 and for the implementation of the project and financing plans of TIRZ No. 3 (the “Board”), with the Board being composed of five (5) members appointed by the Council in accordance with Texas Tax Code 311.009(a); and, **NOW**

**THEREFORE,**

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

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

**SECTION 2.** THAT as provided in Chapter 311 of the Texas Tax Code, the “Tax Increment Reinvestment Zone Number Three” (“TIRZ No. 3”) is hereby designated and established over the area described in “Exhibit A”.

**SECTION 3.** THAT the purpose of TIRZ No. 3 shall be primarily for encouraging development and construction of infrastructure.

**SECTION 4.** THAT TIRZ No. 3 shall be effective for a period of thirty (30) years or until such time as the debt is paid off, whichever is less, commencing on the date of the adoption hereof.

**SECTION 5.** THAT a tax increment fund is hereby established for TIRZ No. 3 as fully described in “Exhibit B”.

**SECTION 6.** THAT a board of directors for TIRZ No. 3 is hereby created as fully described in “Exhibit C”.

**SECTION 7.** THAT all other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

**SECTION 8.** THAT in the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance, or the application of the same, to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, the Council, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 9.** THAT this Ordinance shall be in full force and effect from and after its passage.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 29TH DAY OF NOVEMBER 2021.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>ABSENT</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF DECEMBER 2021.

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

\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

**Exhibit A – TIRZ No. 3: Property Description**

### **Exhibit B – TIRZ No. 3: Tax Increment Fund**

**(a)** A tax increment fund to be called “TIF Fund Number 3” is hereby established for TIRZ No. 3 (the “Fund”).

**(b)** The Fund may be divided into additional accounts and subaccounts authorized by resolution or ordinance of the City Council (the “Council”) of the City of Tomball (the “City”). The Fund shall consist of:

1. The percentage of the tax increment as defined by Section 311.012(A) of the Texas Tax Code (the “Code”), that each taxing unit which levies real property taxes in TIRZ No. 3, other than the City, has elected to dedicate to the Fund under an agreement with the City authorized by Section 311.013(f) of the Code; and,
2. Seventy-five (75%) of the City’s portion of the tax increment from TIRZ No. 3, as defined by Section 311.012(a) of the Code.

**(c)** The Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from the following sources shall be deposited into the Fund:

1. The sale of any obligations, if any, hereafter issued by the City and secured in whole or part from the tax increment of TIRZ No. 3;
2. The sale of any property acquired as part of a plan adopted by the Board of Directors of TIRZ No. 3 (the “Board”); and,
3. Other revenues dedicated to TIRZ No. 3.

**(d)** Prior to the termination of TIRZ No. 3, money disbursed or transferred from the Fund may be used only to pay project costs, as defined by the Code, for TIRZ No. 3, to satisfy the claims of holders of obligations for TIRZ No. 3 or other issue of obligations secured by the Fund’s proceeds, or to pay obligations incurred pursuant to agreements entered into to implement plans adopted by the Board pursuant to the Code.

## **EXHIBIT C – TIRZ No. 3 Board of Directors**

### **Board of Directors**

A board of directors (the “Board”) is hereby created for Reinvestment Zone Three (“TIRZ No. 3”) as provided herein.

### **Organization and Procedure**

The Board shall consist of five (5) regular members who shall be nominated and appointed as follows:

Each taxing unit that levies taxes on real property in TIRZ No. 3 may appoint one (1) member to the Board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for TIRZ No. 3. If a taxing unit chooses to not participate, then the City Council (the “Council”) of the City of Tomball (the “City”) may appoint a number of members to the Board such that the Board comprises five (5) members.

### **Qualifications**

All Board members shall be at least eighteen (18) years old and either: (a) be a resident of the county in which the zone is located or a county adjacent to that county; or, (b) own real property in the zone, whether or not the individual resides in the county in which the zone is located or a county adjacent to that county. Any Board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the Board.

### **Terms**

(a) Initial Board member appointments by the Council or a taxing unit shall be as follows:

1. No more than two (2) members shall be appointed for a term expiring December 31, 2022.
2. No more than three (3) members shall be appointed for a term expiring December 31, 2023.

(b) All appointments for Board members made after the initial appointments shall be for a term of two (2) years starting on January 1, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.

### **Duties**

(a) The Board shall act as an advisory board to the Council in the operation and administration of TIRZ No. 3, with all action by the Board being subject to Council approval.

(b) The authority and responsibility of the Board expressly includes:

1. Making recommendations to the Council regarding the administration of TIRZ No. 3;
2. Making recommendations to the Council regarding agreements that are necessary or convenient to implement the TIRZ No. 3 project plan and financing plan;

3. Making recommendations to the Council regarding agreements with local governments or political subdivisions for management of TIRZ No. 3;
4. Making recommendations to the Council regarding the expenditure of funds related to development and redevelopment of land within TIRZ No. 3;
5. Acting as the lead entity in working with other City boards and commissions regarding incentives, regulations, infrastructure, and all other physical and economic development decisions related to TIRZ No. 3; and,
6. Providing an annual progress report to the Council, and as requested by the Council.

### **Officers**

Each year, the Board shall recommend to the Council one (1) of its members to serve as Chairman for a term of one (1) year that begins on January 1 of the following year. The Council may accept the Board's recommendation or the Council may appoint the Chairman. The Board may elect a Vice-Chairman to preside in the absence of the Chairman or when there is a vacancy in the office of Chairman. The Board may elect other officers as it considers appropriate.

### **Bylaws**

The Board may write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be filed with the City Secretary of the City.

### **Meetings**

(a) The Board should hold at least one (1) meeting per year. These meetings shall be open to the public and at a time and place of the Board's choosing. It may also hold such other meetings as may be necessary to accomplish the purpose of its creation. All meetings shall be public and shall conform to State law.

(b) All Board members, including the Chairperson, shall vote in matters considered by the Board.

### **Minutes**

The Board shall keep a record of its proceedings in a permanent book, and a signed copy of the minutes shall be given to the City Secretary of the City.

**EXHIBIT D – TIRZ No. 3 Preliminary Project and Financing Plan**





**Exhibit A – TIRZ No. 3: Property Description**



10.(c) SUBJECT TO PERMANENT RESTRICTIVE COVENANTS ON LAND AND GROUNDWATER USE, RECORDED JULY 24, 2017, AS DESCRIBED IN COUNTY CLERK'S FILE NO. 2017-329939 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, BLANKET, NON-PLOTTABLE)

- [illegible]

[illegible]

beginning at a brass spot found on the northwest side of a cutback cul-de-sac located at the intersection of the west half of a half-acre lot, 1/2 acre, 1/4 acre, 1/8 acre, 1/16 acre, 1/32 acre, 1/64 acre, 1/128 acre, 1/256 acre, 1/512 acre, 1/1024 acre, 1/2048 acre, 1/4096 acre, 1/8192 acre, 1/16384 acre, 1/32768 acre, 1/65536 acre, 1/131072 acre, 1/262144 acre, 1/524288 acre, 1/1048576 acre, 1/2097152 acre, 1/4194304 acre, 1/8388608 acre, 1/16777216 acre, 1/33554432 acre, 1/67108864 acre, 1/134217728 acre, 1/268435456 acre, 1/536870912 acre, 1/1073741824 acre, 1/2147483648 acre, 1/4294967296 acre, 1/8589934592 acre, 1/17179869184 acre, 1/34359738368 acre, 1/68719476736 acre, 1/137438953472 acre, 1/274877906944 acre, 1/549755813888 acre, 1/1099511627776 acre, 1/2199023255552 acre, 1/4398046511104 acre, 1/8796093022208 acre, 1/17592186044416 acre, 1/35184372088832 acre, 1/70368744177664 acre, 1/140737488355328 acre, 1/281474976710656 acre, 1/562949953421312 acre, 1/1125899906842624 acre, 1/2251799813685248 acre, 1/4503599627370496 acre, 1/9007199254740992 acre, 1/18014398509481984 acre, 1/36028797018963968 acre, 1/72057594037927936 acre, 1/144115188075855872 acre, 1/288230376151711744 acre, 1/576460752303423488 acre, 1/1152921504606846976 acre, 1/2305843009213693952 acre, 1/4611686018427387904 acre, 1/9223372036854775808 acre, 1/18446744073709551616 acre, 1/36893488147419103232 acre, 1/73786976294838206464 acre, 1/147573952589676412928 acre, 1/295147905179352825856 acre, 1/590295810358705651712 acre, 1/1180591620717411303424 acre, 1/2361183241434822606848 acre, 1/4722366482869645213696 acre, 1/9444732965739290427392 acre, 1/18889465931478580854784 acre, 1/37778931862957161709568 acre, 1/75557863725914323419136 acre, 1/151115727451828646838272 acre, 1/302231454903657293676544 acre, 1/604462909807314587353088 acre, 1/1208925819614629174706176 acre, 1/2417851639229258349412352 acre, 1/4835703278458516698824704 acre, 1/9671406556917033397649408 acre, 1/19342813113834066795298816 acre, 1/38685626227668133590597632 acre, 1/77371252455336267181195264 acre, 1/154742504910672534362390528 acre, 1/309485009821345068724781056 acre, 1/618970019642690137449562112 acre, 1/1237940039285380274899124224 acre, 1/2475880078570760549798248448 acre, 1/4951760157141521099596496896 acre, 1/9903520314283042199192993792 acre, 1/19807040628566084398385987584 acre, 1/39614081257132168796771975168 acre, 1/79228162514264337593543950336 acre, 1/158456325028528675187087900672 acre, 1/316912650057057350374175801344 acre, 1/633825300114114700748351602688 acre, 1/1267650600228229401496703205376 acre, 1/2535301200456458802993406410752 acre, 1/5070602400912917605986812821504 acre, 1/10141204801825835211973625643008 acre, 1/20282409603651670423947251286016 acre, 1/40564819207303340847894502572032 acre, 1/81129638414606681695789005144064 acre, 1/162259276829213363391578010288128 acre, 1/324518553658426726783156020576256 acre, 1/649037107316853453566312041152512 acre, 1/1298074214633706907132624082305024 acre, 1/2596148429267413814265248164610048 acre, 1/5192296858534827628530496329220096 acre, 1/10384593717069655257060992658440192 acre, 1/20769187434139310514121985316880384 acre, 1/41538374868278621028243970633760768 acre, 1/83076749736557242056487941267521536 acre, 1/166153499473114484112975882535043072 acre, 1/332306998946228968225951765070086144 acre, 1/664613997892457936451903530140172288 acre, 1/1329227995784915872903807060280344576 acre, 1/2658455991569831745807614120560689152 acre, 1/5316911983139663491615228241121378304 acre, 1/10633823966279326983230456482242756608 acre, 1/21267647932558653966460912964485513216 acre, 1/42535295865117307932921825928971026432 acre, 1/85070591730234615865843651857942052864 acre, 1/170141183460469231731687303715884105728 acre, 1/340282366920938463463374607431768211456 acre, 1/680564733841876926926749214863536422912 acre, 1/1361129467683753853853498429727072845824 acre, 1/2722258935367507707706996859454145691648 acre, 1/5444517870735015415413993718908291383296 acre, 1/10889035741470030830827987437816582766592 acre, 1/21778071482940061661655974875633165533184 acre, 1/43556142965880123323311949751266331066368 acre, 1/87112285931760246646623899502532662132736 acre, 1/174224571863520493293247799005065244265472 acre, 1/348449143727040986586495598010130488530944 acre, 1/696898287454081973172991196020260977061888 acre, 1/1393796574908163946345982392040521954123776 acre, 1/2787593149816327892691964784081043908247552 acre, 1/5575186299632655785383929568162087816495104 acre, 1/11150372599265311570767859136324175632990208 acre, 1/22300745198530623141535718272648351265980416 acre, 1/44601490397061246283071436545296702531960832 acre, 1/89202980794122492566142873090593405063921664 acre, 1/178405961588244985132285

TO: LOVETT INDUSTRIAL, LLC  
 101 INTERCHANGE 249 BUSINESS PARK, LLC,  
 A DELAWARE LIMITED LIABILITY COMPANY  
 FIRST AMERICAN TITLE INSURANCE COMPANY



0-20-2021  
DATE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 7b1, 7c, 8, 9, 11, 13, 14, 16, 17, 18, & 19 THEREOF. THE FIELD WORK WAS COMPLETED, ON JUNE 25, 2021.



1111 RICHMOND AVE., STE 150 | HOUSTON, TX 77062 | 713.458.2281  
FIRM REGISTRATION NO. 10109000 | WINN@OSBERGWEB.COM

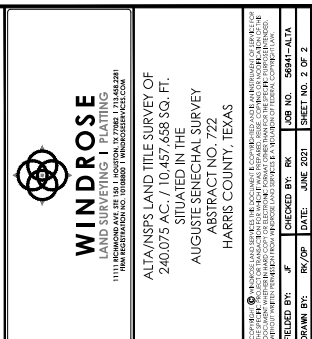
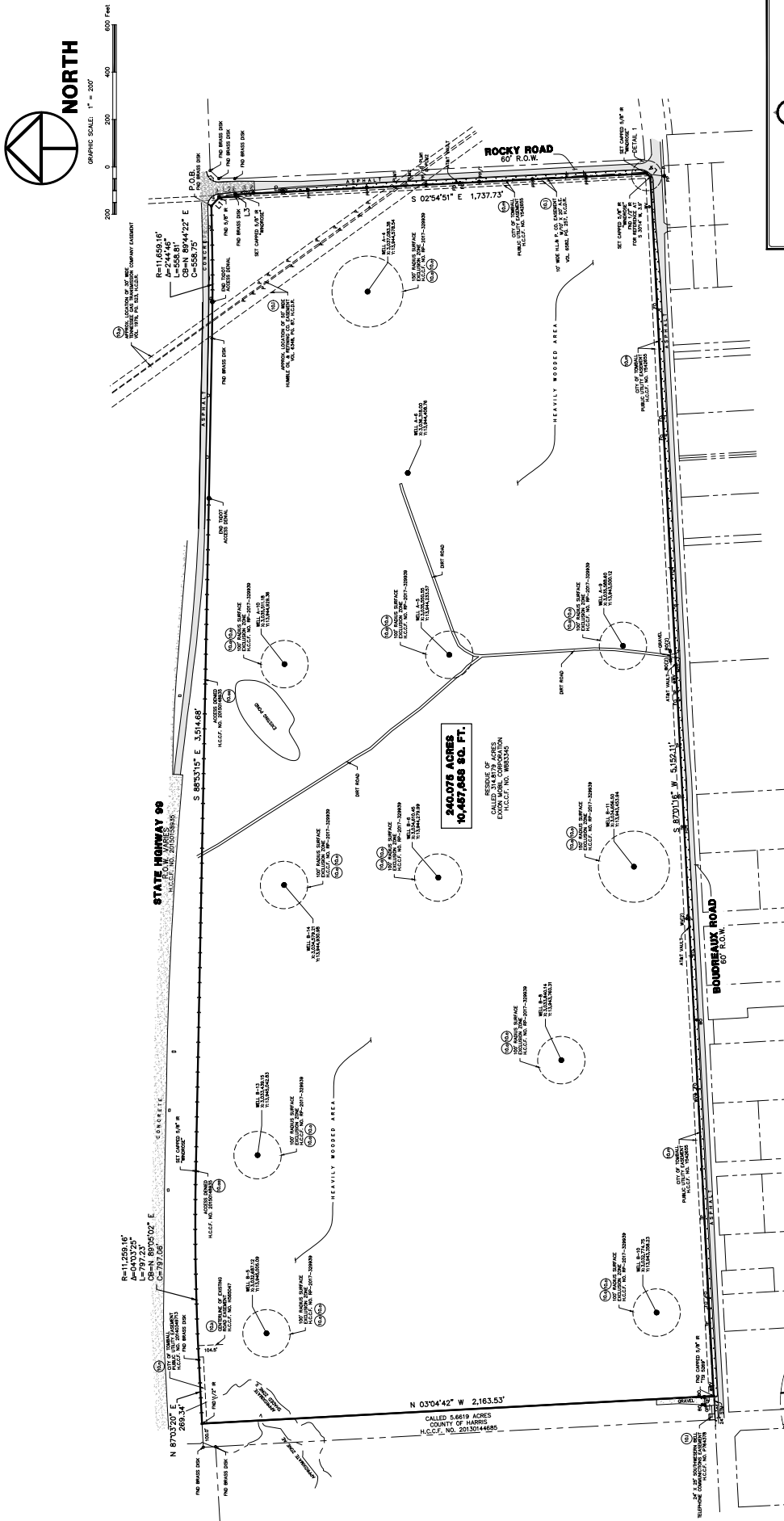
A/NSPS LAND TITLE SURVEY OF  
0.075 AC. / 10,457,658 SQ. FT.  
SITUATED IN THE  
UGUSTE SENECHAL SURVEY  
ABSTRACT NO. 722  
HARRIS COUNTY, TEXAS

REVISIONS		REASON	BY
	DATE	ADDED PIPELINE DEPTHS / WELL LOCATIONS	MC
	07/30/2021	ADRESSED COMMENTS	BK
	08/05/2021	REVISED WELL EXCLUSION ZONES	BK
	08/20/2021	REVIEW UPDATED TITLE COMMITMENT	BK
	10/26/2021	SS/DSE OFFICIAL SIGN	BK
	11/08/2021		

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DRAWN BY:	RK/OP	CHECKED BY:	RK	JOB NO.	56941-ALTA
				SHEET NO.	OF 2

<b>FIRM</b> <b>FLOOD INSURANCE RATE MAP</b> HARRIS COUNTY, TEXAS <b>MAP 240 OF 150</b> (SEE MAP 240 FOR FLOOD ZONING, LOCATION, COMMUNITY, HAZARDOUS ZONING, ELEVATION, FLOOD PROTECTION, AND OTHER DATA)	<b>PANEL 0200M</b>	
	<b>FEDERAL EMERGENCY MANAGEMENT AGENCY</b>	
<b>NATIONAL FLOOD INSURANCE PROGRAM</b>		
<b>FIRM</b> <b>FLOOD INSURANCE RATE MAP</b> HARRIS COUNTY, TEXAS <b>MAP 240 OF 150</b> (SEE MAP 240 FOR FLOOD ZONING, LOCATION, COMMUNITY, HAZARDOUS ZONING, ELEVATION, FLOOD PROTECTION, AND OTHER DATA)	<b>PANEL 0200M</b>	
	<b>FEDERAL EMERGENCY MANAGEMENT AGENCY</b>	
<b>NATIONAL FLOOD INSURANCE PROGRAM</b>		
<b>MAP 240 OF 150</b> (SEE MAP 240 FOR FLOOD ZONING, LOCATION, COMMUNITY, HAZARDOUS ZONING, ELEVATION, FLOOD PROTECTION, AND OTHER DATA)		
<b>FEDERAL EMERGENCY MANAGEMENT AGENCY</b>		



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 47°30' E	46.56'
L2	S 02°45'39" E	69.85'
L3	N 87°08'19" E	9.43'
L4	S 42°03'13" W	21.23'

REVISIONS		REASON	BY
DATE			
07/30/2021	ADDED PIPELINE DEPTHS / WELL LOCATIONS	MC	
08/05/2021	ADRESSED COMMENTS	RK	
09/01/2021	REVISED WELL EXCLUSION ZONES	RK	
10/26/2021	REVIEW UPDATED TITLE COMMITMENT	RK	
11/08/2021	REVISE CERTIFICATION	RK	

[illegible]

**DETAIL 1**  
**SCALE: 1" = 30'**



# WINDROSE

LAND SURVEYING | PLATTING

## DESCRIPTION OF 240.075 ACRES OR 10,457,658 SQ. FT.

A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 1,737.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF SAID ROCKY ROAD AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK MARKING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.

**THENCE**, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 5,152.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN. 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

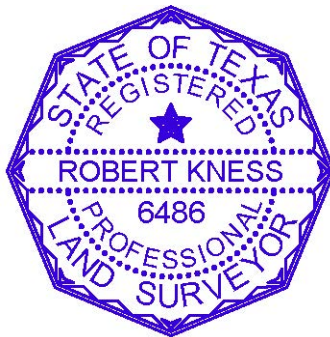
WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.



ROBERT KNESS  
R.P.L.S. NO. 6599  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10108800



7-12-2021  
DATE:

### **Exhibit B – TIRZ No. 3: Tax Increment Fund**

**(a)** A tax increment fund to be called “TIF Fund Number 3” is hereby established for TIRZ No. 3 (the “Fund”).

**(b)** The Fund may be divided into additional accounts and subaccounts authorized by resolution or ordinance of the City Council (the “Council”) of the City of Tomball (the “City”). The Fund shall consist of:

1. The percentage of the tax increment as defined by Section 311.012(A) of the Texas Tax Code (the “Code”), that each taxing unit which levies real property taxes in TIRZ No. 3, other than the City, has elected to dedicate to the Fund under an agreement with the City authorized by Section 311.013(f) of the Code; and,
2. Seventy-five (75%) of the City’s portion of the tax increment from TIRZ No. 3, as defined by Section 311.012(a) of the Code.

**(c)** The Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from the following sources shall be deposited into the Fund:

1. The sale of any obligations, if any, hereafter issued by the City and secured in whole or part from the tax increment of TIRZ No. 3;
2. The sale of any property acquired as part of a plan adopted by the Board of Directors of TIRZ No. 3 (the “Board”); and,
3. Other revenues dedicated to TIRZ No. 3.

**(d)** Prior to the termination of TIRZ No. 3, money disbursed or transferred from the Fund may be used only to pay project costs, as defined by the Code, for TIRZ No. 3, to satisfy the claims of holders of obligations for TIRZ No. 3 or other issue of obligations secured by the Fund’s proceeds, or to pay obligations incurred pursuant to agreements entered into to implement plans adopted by the Board pursuant to the Code.

## **EXHIBIT C – TIRZ No. 3 Board of Directors**

### **Board of Directors**

A board of directors (the “Board”) is hereby created for Reinvestment Zone Three (“TIRZ No. 3”) as provided herein.

### **Organization and Procedure**

The Board shall consist of five (5) regular members who shall be nominated and appointed as follows:

Each taxing unit that levies taxes on real property in TIRZ No. 3 may appoint one (1) member to the Board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for TIRZ No. 3. If a taxing unit chooses to not participate, then the City Council (the “Council”) of the City of Tomball (the “City”) may appoint a number of members to the Board such that the Board comprises five (5) members.

### **Qualifications**

All Board members shall be at least eighteen (18) years old and either: (a) be a resident of the county in which the zone is located or a county adjacent to that county; or, (b) own real property in the zone, whether or not the individual resides in the county in which the zone is located or a county adjacent to that county. Any Board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the Board.

### **Terms**

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2. Making recommendations to the Council regarding agreements that are necessary or convenient to implement the TIRZ No. 3 project plan and financing plan;



3. Making recommendations to the Council regarding agreements with local governments or political subdivisions for management of TIRZ No. 3;
4. Making recommendations to the Council regarding the expenditure of funds related to development and redevelopment of land within TIRZ No. 3;
5. Acting as the lead entity in working with other City boards and commissions regarding incentives, regulations, infrastructure, and all other physical and economic development decisions related to TIRZ No. 3; and,
6. Providing an annual progress report to the Council, and as requested by the Council.

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### **Bylaws**

The Board may write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be filed with the City Secretary of the City.

### **Meetings**

(a) The Board should hold at least one (1) meeting per year. These meetings shall be open to the public and at a time and place of the Board's choosing. It may also hold such other meetings as may be necessary to accomplish the purpose of its creation. All meetings shall be public and shall conform to State law.

(b) All Board members, including the Chairperson, shall vote in matters considered by the Board.

### **Minutes**

The Board shall keep a record of its proceedings in a permanent book, and a signed copy of the minutes shall be given to the City Secretary of the City.

**EXHIBIT D – TIRZ No. 3 Preliminary Project and Financing Plan**

**CITY OF TOMBALL**

**TAX REINVESTMENT ZONE NO. ONE**

**PRELIMINARY PROJECT PLAN**

**AND REINVESTMENT ZONE FINANCING PLAN**

**December 6, 2021**

## INTRODUCTION

A tax increment reinvestment zone (TIRZ) is a financing tool enabled by the Texas Legislature with the adoption of Chapter 311 of the Texas Tax Code to assist cities in developing or redeveloping blighted and substandard areas within their boundaries. Cities may create a TIRZ where conditions exist that substantially impair an area's sound growth and where development or redevelopment is not likely to occur but for public infrastructure enhancements financed by the TIRZ.

Upon creation of the TIRZ, the total appraised value of real property located within its boundaries is established for the year in which it was created. This is known as the base value. As new development occurs in the TIRZ due to the provision of new infrastructure, the value of real property increases.

This additional value above the base is known as the increment. It is set aside to finance infrastructure improvements within the TIRZ.

During the life of the TIRZ, the city and other participating taxing jurisdictions collect tax revenue on the base value of the TIRZ. When the TIRZ is dissolved, the city and other participating taxing jurisdictions also collect tax revenue on the incremental value created by new development.

Prior to creation of a TIRZ, the statute requires preparation of a Preliminary Project Plan and Reinvestment Zone Financing Plan. This document details the specific projects proposed to address existing conditions in the area as well as the method and means to finance them. After the TIRZ has been created, the TIRZ board of directors finalizes the Project Plan and Reinvestment Zone Financing Plan and forwards the same to the jurisdictional governing body, typically a city council or commission, for final approval as required by statute. That plan governs where tax increment revenue can be used to develop the Zone.

## **Executive Summary**

Tax Increment Reinvestment Zone Number One, City of Tomball, Texas (the “Zone”) consists of a 240-acre tract located at SH 249 and Rocky Road in the City of Tomball (the “City”). While the site holds great potential due to its location, it lacks the infrastructure necessary to support development. As such, the site will not be developed to its full potential but for the creation of a TIRZ.

The Zone is proposed to help pay for infrastructure costs to facilitate the development of a 240-acre tract located at SH 249 and Rocky Road for light industrial and retail development. The Zone’s projected costs are primarily related to the infrastructure, detention, and drainage facilities necessary to support this development. The public improvements proposed in this plan would convey a direct benefit to the City and Harris County (the “County”) both in terms of quality regional growth and significant increases in ad valorem values and tax revenue.

In addition to its participation in the Zone (projected at 75% of ad valorem taxes) it is estimated that the City will collect approximately \$10,736,730 [this is the City’s 25% share] in retained ad valorem taxes over the 30-year life of the Zone due to new development associated with this project.

The developer would be reimbursed from revenue generated by the Zone for investments made for infrastructure, including water distribution, wastewater collection, roads and drainage facility costs. The City would incur no capital improvement costs, but would retain ownership of the infrastructure once built. Over the life of the Zone, the City would continue to collect the base real property tax revenue as well as 25% of the new tax increment revenues generated by the development in the Zone.

## PROJECT PLAN

1. **Existing Property Uses/Proposed Improvements/Proposed Property Uses (311.011(b)(1)).** The Zone is generally located 240-acre tract located at SH 249 and Rocky Road. All of the land is or will be located in the City and is predominantly vacant or agricultural. Total land contained in the Zone is approximately 240 acres.

- a. **Existing uses and conditions of real property in the zone**

The property within the Zone is currently undeveloped, open, and vacant. The current uses of the Zone are depicted on **Exhibit A**. The metes and bounds description of the Zone boundary is in **Exhibit B**.

- b. **Proposed Improvements to the property.**

Improvements proposed for the property in the Zone include a light industrial and retail development, as well as:

- Major roads and thoroughfares
- Water distribution facilities
- Wastewater collection and conveyance facilities
- Elevated water storage tank
- Detention and drainage

- c. **Proposed property uses**

The proposed uses for the property are shown in **Table 1** and depicted on **Exhibit C**.

2. **Proposed Changes of Municipal Ordinances (311.011(b)(2))**

There are no contemplated changes to ordinances or codes of the City. The property is zoned consistently with this plan.

3. **Estimated Non-Project Costs (311.011(b)(3))**

The estimated non-project costs are the development costs to be funded by the developer for which there is no proposed Zone reimbursement, but which may be reimbursed by other entities. The estimated non-project costs are shown in **Table 2** and constitute the portion of the total project costs that are to be allocated to and funded by the developer or other

entities. Not included in the listed non-project costs is the significant additional private investment associated with land acquisition, taxes, and marketing.

**4. Method of Relocation (311.011(b)(4))**

There are no existing residents that will be displaced by the project.

## REINVESTMENT ZONE FINANCING PLAN

### 1. Estimated Project Costs of the Zone (311.011(c)(1))

The project costs are estimated to be \$13,131,800 and include public improvements and the associated costs for designing, acquiring and constructing the improvements. Additional project costs include financing costs, as well as the costs of creating and administering the Zone. Land costs for eligible public improvements, are eligible Zone costs. Project costs are presented in 2021 dollars; an appropriate construction price index will be applied to account for increased costs over the life of the project. Project costs are detailed in **Table 3**.

### 2. Proposed Public Works and Improvements (311.011(c)(2))

The eligible public works and improvements for the zone are shown on **Exhibit D** and include the following:

- Major roads and thoroughfares
- Water distribution facilities
- Wastewater collection and conveyance facilities
- Elevated water storage tank
- Detention and drainage

### 3. Economic Feasibility (311.011(c)(3))

An economic feasibility study supports the absorption projections used in the Plan and is included in **Exhibit E**. The project is determined to be feasible

### 4. Estimate of Bonded Indebtedness (311.011(c)(4))

Bonds secured by tax increment revenues may be issued for or on behalf of the Zone to pay Zone project costs, including financing costs such as capital costs, interest, and credit enhancement, as well as administration costs. The bonds may be issued in one or more series at the earliest time that the Zone's tax increment revenues are sufficient to pay principal and interest on such bonds. The estimated amount of bonds to be issued is \$13,970,000, which funds reimbursements, including developer interest, of approximately \$13,131,800, and cost of issuance of approximately \$838,200. The Zone may supplement bonded reimbursements with reimbursements paid directly from tax increment proceeds as they become available. Project costs in **Table 3** are expressed in 2021 dollars and constitute the portion of total cost project costs that are to be allocated towards and financed by the Zone.



**5. Estimate of time when costs and monetary obligations are incurred (311.01(c)(5))**

The Zone will incur costs and monetary obligations at the inception of the Zone and as projects are constructed by or on behalf of the Zone.

**6. Method of Financing (311.011(c)(6))**

Project costs will be advance funded by the developer or incurred directly by or on behalf of the Zone. It is expected that the Zone will finance projects directly or will reimburse the developer by a combination of tax-exempt bonds and cash reimbursements.

The City of Tomball is the initial participant in the Zone. The City property tax participation is 75 percent.

**7. Current Appraised Value of Real Property in the Zone (311.011(c)(7))**

The taxable value for the Zone, based on available 2021 values is estimated to be \$7,843,320. The certified 2021 value, when certified by the Harris County Appraisal District, will be the actual Base Year Value.

**8. Estimated Captured Appraised Value (311.011(c)(8))**

The captured appraised property value within the Zone is projected to be approximately \$693,182,790 at the end of the life of the Zone. The projected increment collected on the captured appraised value is estimated at \$32,210,190; increment by year is shown in **Table 4**.

**9. Duration of the Zone (311.011(c)(9))**

The duration of the Zone is 30 years.

**Exhibit A. Existing Conditions**



**Exhibit B. Metes and Bounds Description**

**DESCRIPTION OF  
240.075 ACRES OR 10,457,658 SQ. FT.**

A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 1,737.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF SAID ROCKY ROAD AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK MARKING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.

**THENCE**, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 5,152.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN, 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

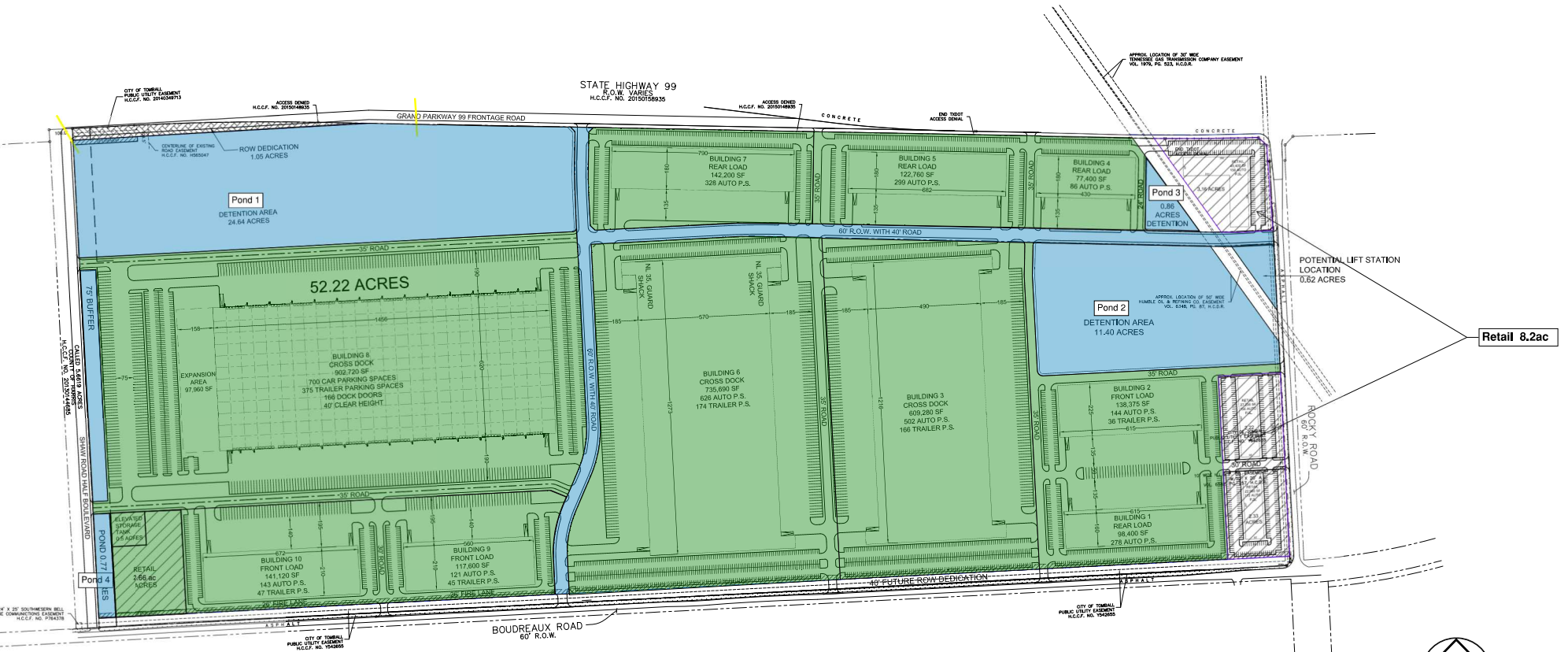
WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.

# 249\_GP LOGISTICS PARK PROJECT

- Light Industrial 188ac
- Retail 8.2ac
- Road, detention, public facilities 43ac
- Total 240 ac**

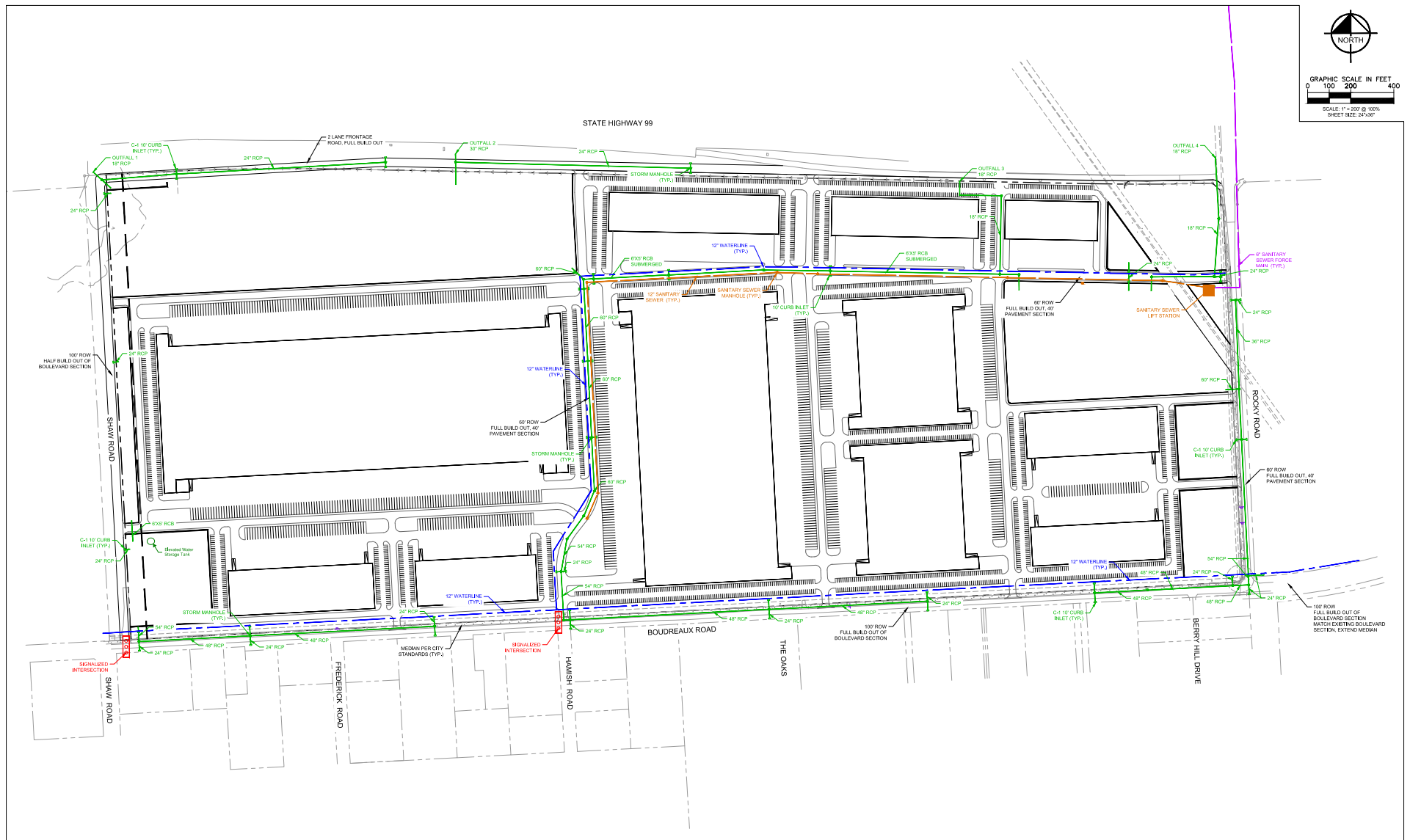


TOTAL BUILDING AREA : 3,176,105 SF  
 TOTAL INDUSTRIAL BUILDING AREA : 3,085,545 SF  
 TOTAL RETAIL BUILDING AREA : 90,560 SF



0 100 200 400  
 GRAPHIC SCALE 1" = 200'

## Exhibit D. Proposed Public Improvements



LOVETT TOMBALL INDUSTRIAL UTILITY EXHIBIT  
09/13/2021

**Kimley-Horn**

## **Exhibit E. Economic Feasibility Study**

**Lovett Industrial Commentary:** The below Q3 Houston report from JLL demonstrates the strong economic fundamentals that are currently driving the Houston-area industrial market to record levels. Falling vacancy, increasing rents, and stable concessions indicate that, while the market is hitting new high points, industrial space is being absorbed in a healthy manner. Notably, demand for space has outstripped supply through 2021 and vacancy has fallen in each of the last three quarters. Further, tenants continue to seek larger spaces in the market, primarily due to the impact of COVID-19 and the resulting shift of focus toward supply chain resiliency and increased storage capacity.



# Houston

## Leasing momentum continues, driving record occupancy gains

- Leasing volume reached 10 million s.f. in Q3, bringing the year-to-date total to 31 million s.f.
- Consistently high demand resulted in 9.5 million s.f. of quarterly net absorption, a figure which matches the 10-year *annual* average
- Total vacancy declined for a third consecutive quarter and fell to 8.6%
- Deliveries for the quarter hit 8.1 million s.f. and were 83.2% preleased due to owner-user and build-to-suit completions

Houston's industrial market continued to move at a rapid pace with another strong quarter of demand. Leasing activity was led by Chewy.com's entry to Houston with a 690,000-s.f. deal at Northpoint 90 Logistics Center and a new location for an e-commerce user for 629,186 s.f. at Prologis Presidents Park, both of which were build to suits. Four consecutive quarters of robust leasing volume led to a flurry of move-ins from both a new and expanding tenant base, largely in first generation product. Notable completions included a 1.5-million-s.f. build to suit for Lowe's in New Caney, 1.9 million s.f. across two projects for an e-commerce company in the Southwest and 1.3 million s.f. in two buildings in the North and Northwest submarkets for Home Depot. These companies, among many others, drove Q3 net absorption to 9.5 million s.f., and this momentum is expected to continue through the final quarter of the year.

Given the volume of occupancy gains, vacancy dropped significantly quarter-over-quarter to 8.6%. Demand is ahead of supply year to date, a trend which should carry through the close of 2021. Construction activity decreased 15.5% to 11.9 million s.f. despite 5.6 million s.f. of new groundbreakings. Rising materials costs and supply chain issues are still causing some delays, but several new building parks are poised to break ground in early Q4, and more are in permitting and design phases for early 2022. Additionally, the flight to quality and appetite for new construction are driving an increase in asking rents across the metro.

### Outlook

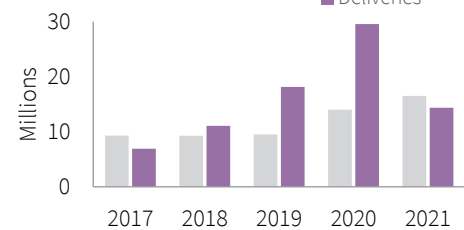
The Houston industrial market is experiencing dynamic and healthy growth on multiple fronts. Vacancy should tighten further in the period ahead and reach the high-7% range by year-end. Tenants in the market activity indicates that occupier demand will likely remain at above-average levels, helping set a new high watermark for annual occupancy gains in 2021. Leverage is expected to continue shifting away from tenants, especially for larger users which already face more limited options. At the same time, new land sites are coming into play for industrial development, creating opportunities for tenants and investors alike.

### Fundamentals

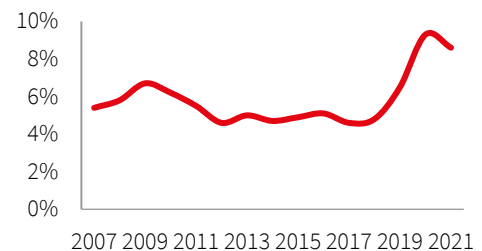
Forecast

Inventory	481,574,452 s.f.	▲
Q3 net absorption	9,501,909 s.f.	►
YTD net absorption	16,507,404 s.f.	▲
Under construction	11,551,779 s.f.	▲
Total vacancy	8.6%	▼
Direct asking rent	\$0.50 p.s.f.	▲
Q3 leasing activity	10,019,818 s.f.	►
Concessions	Stable	►

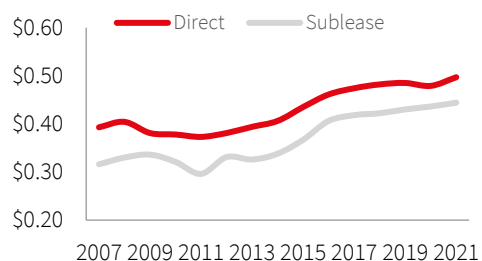
### Supply and demand (s.f.)

Net absorption  
Deliveries


### Total vacancy (%)



### Average asking rent (\$ p.s.f.)







Q3 2021

## Industrial Statistics

# Houston

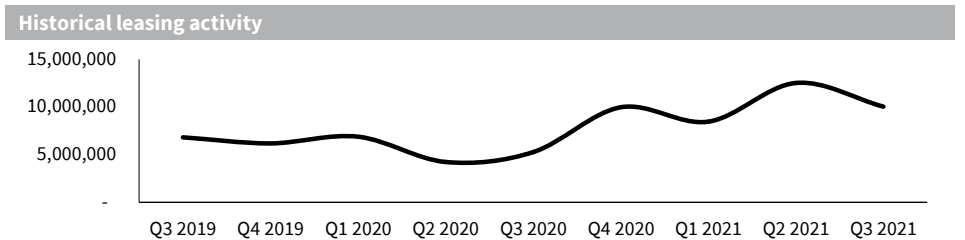
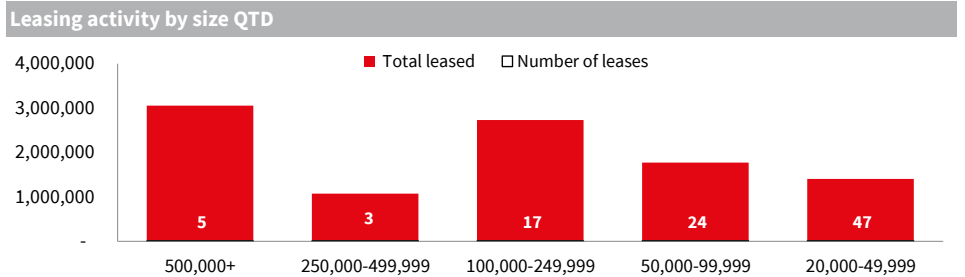
	Inventory (s.f.)	Quarterly total net absorption (s.f.)	YTD total net absorption (s.f.)	YTD total net absorption (%) of stock	Total vacancy (%)	Total availability (%)	Average direct asking rent (\$ p.s.f.)	Quarterly Completions (s.f.)	YTD completions (s.f.)	Under construction (s.f.)
<b>Houston total</b>										
Warehouse & Distribution	393,859,953	9,262,552	15,917,656	4.0%	9.6%	12.3%	\$0.50	7,689,885	13,276,494	11,311,779
Manufacturing	87,674,417	239,357	589,748	0.7%	3.7%	5.9%	\$0.52	389,743	1,098,793	240,000
<b>Overall Total</b>	<b>481,574,452</b>	<b>9,501,909</b>	<b>16,507,404</b>	<b>3.4%</b>	<b>8.6%</b>	<b>11.2%</b>	<b>\$0.50</b>	<b>8,079,628</b>	<b>14,375,287</b>	<b>11,551,779</b>
<b>North</b>										
Warehouse & Distribution	69,746,886	3,402,528	4,734,124	6.7%	10.5%	13.4%	\$0.48	2,511,332	3,604,789	1,396,666
Manufacturing	15,135,577	33,550	526,491	3.5%	3.7%	3.0%	\$0.66	0	467,300	240,000
<b>Total</b>	<b>84,882,463</b>	<b>3,436,078</b>	<b>5,260,615</b>	<b>6.2%</b>	<b>9.3%</b>	<b>11.6%</b>	<b>\$0.49</b>	<b>2,511,332</b>	<b>4,072,089</b>	<b>1,636,666</b>
<b>Northeast</b>										
Warehouse & Distribution	25,587,622	252,656	355,526	1.4%	11.2%	13.1%	\$0.43	0	0	509,600
Manufacturing	6,940,035	267,825	287,825	4.1%	1.6%	3.9%	\$0.43	308,043	308,043	0
<b>Total</b>	<b>32,527,657</b>	<b>520,481</b>	<b>643,351</b>	<b>2.0%</b>	<b>9.2%</b>	<b>11.2%</b>	<b>\$0.43</b>	<b>308,043</b>	<b>308,043</b>	<b>509,600</b>
<b>Northwest</b>										
Warehouse & Distribution	94,376,861	1,106,165	3,170,101	3.4%	8.3%	9.3%	\$0.53	773,242	1,525,996	673,272
Manufacturing	21,353,773	61,830	-458,169	-2.1%	5.5%	8.2%	\$0.54	41,700	41,700	0
<b>Total</b>	<b>115,730,634</b>	<b>1,167,995</b>	<b>2,711,932</b>	<b>2.3%</b>	<b>7.8%</b>	<b>9.1%</b>	<b>\$0.54</b>	<b>814,942</b>	<b>1,567,696</b>	<b>673,272</b>
<b>West</b>										
Warehouse & Distribution	23,706,136	256,923	1,018,630	4.3%	13.7%	11.1%	\$0.46	1,235,861	2,292,918	1,062,564
Manufacturing	2,861,593	0	30,150	1.1%	0.8%	1.6%	\$0.00	0	30,150	0
<b>Total</b>	<b>26,567,729</b>	<b>256,923</b>	<b>1,048,780</b>	<b>3.9%</b>	<b>12.3%</b>	<b>10.1%</b>	<b>\$0.46</b>	<b>1,235,861</b>	<b>2,323,068</b>	<b>1,062,564</b>
<b>Southeast</b>										
Warehouse & Distribution	76,683,491	1,219,955	2,902,584	3.8%	10.5%	15.1%	\$0.48	45,253	1,432,139	6,150,156
Manufacturing	17,807,393	45,500	283,120	1.6%	2.2%	4.7%	\$0.48	40,000	251,600	0
<b>Total</b>	<b>94,490,884</b>	<b>1,265,455</b>	<b>3,185,704</b>	<b>3.4%</b>	<b>8.9%</b>	<b>13.2%</b>	<b>\$0.48</b>	<b>85,253</b>	<b>1,683,739</b>	<b>6,150,156</b>
<b>Southwest</b>										
Warehouse & Distribution	47,235,704	2,925,623	3,980,053	8.4%	9.4%	14.3%	\$0.52	3,100,554	3,960,440	1,262,521
Manufacturing	6,900,547	-98,000	-93,096	-1.3%	6.3%	8.8%	\$0.58	0	0	0
<b>Total</b>	<b>54,136,251</b>	<b>2,827,623</b>	<b>3,886,957</b>	<b>7.2%</b>	<b>9.0%</b>	<b>13.6%</b>	<b>\$0.52</b>	<b>3,100,554</b>	<b>3,960,440</b>	<b>1,262,521</b>
<b>South</b>										
Warehouse & Distribution	27,387,328	24,395	125,451	0.5%	6.4%	8.0%	\$0.55	23,643	460,212	257,000
Manufacturing	8,121,066	-82,548	-48,468	-0.6%	3.9%	3.7%	\$0.52	0	0	0
<b>Total</b>	<b>35,508,394</b>	<b>-58,153</b>	<b>76,983</b>	<b>0.2%</b>	<b>5.8%</b>	<b>7.0%</b>	<b>\$0.54</b>	<b>23,643</b>	<b>460,212</b>	<b>257,000</b>
<b>CBD</b>										
Warehouse & Distribution	29,135,925	74,307	-368,813	-1.3%	8.4%	12.4%	\$0.52	0	0	0
Manufacturing	8,594,515	11,200	61,895	0.7%	2.7%	10.2%	\$0.25	0	0	0
<b>Total</b>	<b>37,730,440</b>	<b>85,507</b>	<b>-306,918</b>	<b>-0.8%</b>	<b>7.1%</b>	<b>11.9%</b>	<b>\$0.50</b>	<b>0</b>	<b>0</b>	<b>0</b>

Q3 2021

## Industrial leasing activity

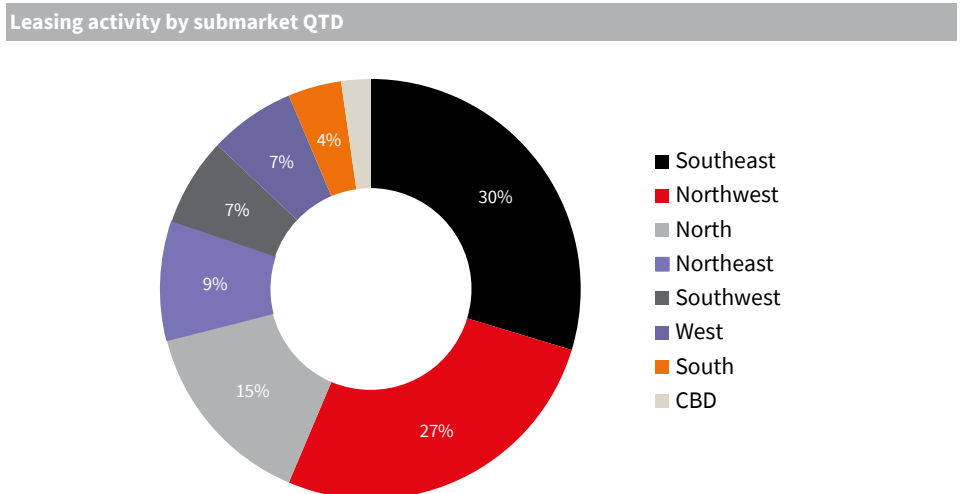
This report analyzes closed industrial leases > 20,000 s.f.

At a glance	
Total leases QTD	96
Total s.f. leased QTD	10,019,818
Total s.f. leased QTD: Warehouse/Distribution	9,747,240
Total s.f. leased QTD: Manufacturing	272,578
Total leases YTD	322
Total s.f. leased YTD	30,979,525



Leasing activity QTD	
<b>104,373</b>	<b>2003</b>
Avg. lease size (in s.f.)	Avg. building construction date

Leasing activity (s.f.) by transaction type QTD	
Expansion in market	40%
Renewal	29%
New to market	18%
Renewal & expansion	10%
Relocation	3%



Notable leasing transactions						
Tenant	Address	Submarket	Size	Lease type	Building status	Year built
Chewy.com	Highway 90	Northeast	690,000	Direct	Planned	2022
E-commerce Company	Milner Rd	North	629,186	Direct	Under Construction	2022
IKEA	4830 Borusan Rd	Southeast	501,020	Direct	Existing	2017
Crawford Electric Supply	501 Commerce Pkwy	West	500,000	Direct	Existing	2013
IKEA	4762 Borusan Rd	Southeast	495,462	Direct	Existing	2017
Yokohama Tire Corporation	4851 S Sam Houston Pkwy E	South	305,016	Direct	Existing	2021
DB Schenker	10650 Okanella St	Northwest	267,273	Direct	Existing	2012
Article	1842 S 16th St	Southeast	247,240	Direct	Existing	2007
Supply Chain Management	4331 Underwood Rd	Southeast	225,000	Direct	Existing	2008
Frito Lay	10020 FM 1960	Northwest	192,240	Direct	Existing	2021

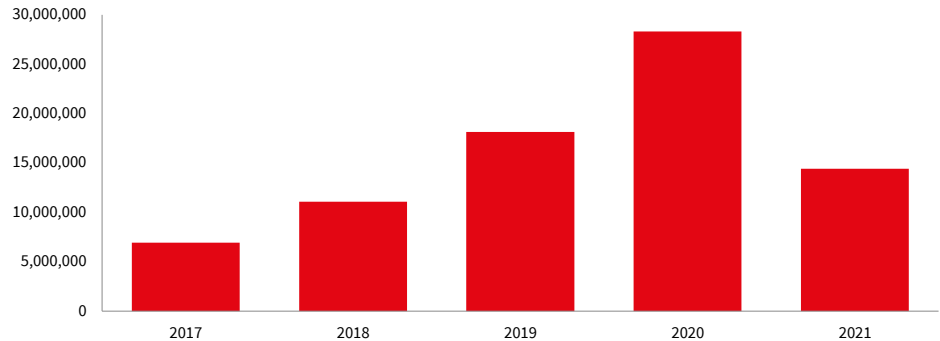
This report analyzes industrial developments under construction & new deliveries > 20,000 s.f.

## New deliveries

# 14,375,287

Total delivered YTD (s.f.)

Completions in-depth	
Percent leased (%)	77.2%
Total speculative (s.f.)	7,345,268
Total BTS (s.f.)	5,194,884
Total owner-user (s.f.)	1,835,135
Total # of properties delivered	57
Asking rental rate (low - high)	\$0.41-\$0.75



Historical deliveries (s.f.)

## Top 5 projects delivered year-to-date

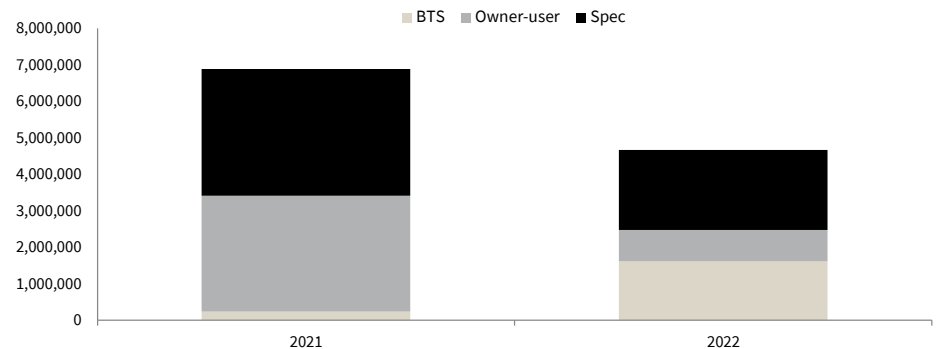
Building	Submarket	Owner	RBA (s.f.)	Construction type	Delivery date	Percent leased
Lowe's Distribution Center	North	CRG Real Estate Development	1,500,000	BTS	Q3 2021	100%
E-Commerce Distribution Center	Southwest	Lovett Industrial	1,081,292	BTS	Q3 2021	100%
Cedar Port Trade Center	Southeast	Hunt Southwest	1,021,440	Spec	Q2 2021	0%
E-Commerce Distribution Center	Southwest	E-commerce Company	850,000	Owner-user	Q3 2021	100%
Empire West 3	West	Stream Realty Partners	750,775	Spec	Q1 2021	100%

## Under construction

# 11,551,779

Under construction (s.f.)

Under construction in-depth	
Total pre-leased (%)	51.3%
Total speculative (s.f.)	5,664,740
Total BTS (s.f.)	1,848,686
Total Owner-user (s.f.)	4,038,353
Total # of properties UC	49
Asking rental rate (low - high)	\$0.41 - \$0.70



Upcoming deliveries by year (s.f., excludes YTD completions)

## Top 5 projects currently under construction

Building	Submarket	Owner	RBA (s.f.)	Construction type	Delivery date	Preleased
Floor & Decor Distribution Center	Southeast	Floor & Décor	1,500,000	Owner-user	Q4 2021	100%
TGS Cedar Port DC 1	Southeast	Trans-Global Solutions	1,208,019	Spec	Q2 2022	100%
Plastic Express Distribution Center	Southeast	Plastic Express	800,405	Owner-user	Q4 2021	100%
Packwell Distribution Center	Southeast	Portwall Partners Ltd	800,000	BTS	Q1 2022	100%
E-Commerce Distribution Center	North	Prologis	629,186	BTS	Q1 2022	

**Table 1:      Proposed Land Uses**

Light Industrial	188.8 acres
Retail	8.2 acres
Road, detention, public facilities	43 acres
Total	240 acres

**Table 2:        Non-Project Costs**

Water supply and distribution, wastewater collection and treatment, drainage (Business Improvement District No. 1)	\$18,117,684
Developer land costs	\$5,284,939
Total	\$23,402,622

**Table 3: Estimated Zone Project Costs & Cost Allocation**

Clearing	\$728,280
Roads and thoroughfares	\$1,546,534
Water production/tank facilities	\$633,604
Water distribution facilities	\$129,169
Wastewater conveyance, collection and treatment facilities	\$981,034
Storm	\$1,052,365
Detention	\$1,306,433
Land	\$820,052
Impact Fees	\$2,027,064
Soft Costs	\$1,147,935
Contingencies	\$1,505,071
Developer Interest	\$1,254,260
Total	\$13,131,800 (including developer interest)

**Table 4: Zone Net Available Revenues**

**Tomball TIRZ #1**

**Tax Increment Reimbursement Model**

***Contract Revenue Bonds***

	Series 2023	Series 2024	Series 2025	Series 2026	Total
Available TIRZ Funds	526,016	215,787	106,880	25,461	
<b>Total Available Funds</b>	<b>526,016</b>	<b>215,787</b>	<b>106,880</b>	<b>25,461</b>	
Coverage	1.05%	1.05%	1.05%	1.05%	
Max DS	500,968	205,511	101,791	24,248	
Principal Periods	27	26	25	24	
Interest Rate	4.00%	4.00%	4.00%	4.00%	
<b>Principal</b>	<b>8,510,000</b>	<b>3,420,000</b>	<b>1,655,000</b>	<b>385,000</b>	<b>13,970,000</b>
Costs of Issuance	510,600	205,200	99,300	23,100	838,200
<b>Available for Reimbursement</b>	<b>7,999,400</b>	<b>3,214,800</b>	<b>1,555,700</b>	<b>361,900</b>	<b>13,131,800</b>

**Tomball TIRZ #1**  
**Tax Increment Reimbursement Model**

**Projected Cash Flow**

9/30 Fiscal Year	Projected TIRZ Collections	Total Available Funds	Series 2023	Series 2024	Series 2025	Series 2026	Total Debt Service	Operating Costs	Surplus Funds Available
2024	526,016	526,016	500,968				500,968		25,048
2025	741,803	741,803	500,968	205,511			706,479		35,324
2026	848,683	848,683	500,968	205,511	101,791		808,270	-20,000	20,413
2027	874,144	874,144	500,968	205,511	101,791	25,461	833,730	-20,000	20,413
2028	900,368	900,368	500,968	205,511	101,791	25,461	833,730	-20,000	46,638
2029	927,379	927,379	500,968	205,511	101,791	25,461	833,730	-20,000	73,649
2030	955,201	955,201	500,968	205,511	101,791	25,461	833,730	-20,000	101,470
2031	983,857	983,857	500,968	205,511	101,791	25,461	833,730	-20,000	130,126
2032	1,013,372	1,013,372	500,968	205,511	101,791	25,461	833,730	-20,000	159,642
2033	1,043,773	1,043,773	500,968	205,511	101,791	25,461	833,730	-20,000	190,043
2034	1,075,087	1,075,087	500,968	205,511	101,791	25,461	833,730	-20,000	221,356
2035	1,107,339	1,107,339	500,968	205,511	101,791	25,461	833,730	-20,000	253,609
2036	1,140,559	1,140,559	500,968	205,511	101,791	25,461	833,730	-20,000	286,829
2037	1,174,776	1,174,776	500,968	205,511	101,791	25,461	833,730	-20,000	321,046
2038	1,210,020	1,210,020	500,968	205,511	101,791	25,461	833,730	-20,000	356,289
2039	1,246,320	1,246,320	500,968	205,511	101,791	25,461	833,730	-20,000	392,590
2040	1,283,710	1,283,710	500,968	205,511	101,791	25,461	833,730	-20,000	429,979
2041	1,322,221	1,322,221	500,968	205,511	101,791	25,461	833,730	-20,000	468,491
2042	1,361,888	1,361,888	500,968	205,511	101,791	25,461	833,730	-20,000	508,157
2043	1,402,744	1,402,744	500,968	205,511	101,791	25,461	833,730	-20,000	549,014
2044	1,444,827	1,444,827	500,968	205,511	101,791	25,461	833,730	-20,000	591,096
2045	1,488,171	1,488,171	500,968	205,511	101,791	25,461	833,730	-20,000	634,441
2046	1,532,817	1,532,817	500,968	205,511	101,791	25,461	833,730	-20,000	679,086
2047	1,578,801	1,578,801	500,968	205,511	101,791	25,461	833,730	-20,000	725,071
2048	1,626,165	1,626,165	500,968	205,511	101,791	25,461	833,730	-20,000	772,435
2049	1,674,950	1,674,950	500,968	205,511	101,791	25,461	833,730	-20,000	821,220
2050	1,725,199	1,725,199	500,968	205,511	101,791	25,461	833,730	-20,000	871,468
	32,210,190	32,210,190	13,526,132	5,343,291	2,544,770	611,052	22,025,246	(500,000)	9,684,945



**Tomball TIRZ #1**  
**Tax Increment Reimbursement Model**

**City Participation (75%)**

**Tax Year 2021 Tax Rate:**

**0.331841**

Tax Roll Jan 1	Captured Increment Value	Projected Increment Taxable Value	Projected Total Tax Rate (75.00%)	Projected Collections @ 100%	Available for Fiscal Year Ending Sep 30
2023	211,352,721	211,352,721	0.248881	526,016	2024
2024	298,055,597	298,055,597	0.248881	741,803	2025
2025	341,000,000	341,000,000	0.248881	848,683	2026
2026	351,230,000	351,230,000	0.248881	874,144	2027
2027	361,766,900	361,766,900	0.248881	900,368	2028
2028	372,619,907	372,619,907	0.248881	927,379	2029
2029	383,798,504	383,798,504	0.248881	955,201	2030
2030	395,312,459	395,312,459	0.248881	983,857	2031
2031	407,171,833	407,171,833	0.248881	1,013,372	2032
2032	419,386,988	419,386,988	0.248881	1,043,773	2033
2033	431,968,598	431,968,598	0.248881	1,075,087	2034
2034	444,927,656	444,927,656	0.248881	1,107,339	2035
2035	458,275,485	458,275,485	0.248881	1,140,559	2036
2036	472,023,750	472,023,750	0.248881	1,174,776	2037
2037	486,184,462	486,184,462	0.248881	1,210,020	2038
2038	500,769,996	500,769,996	0.248881	1,246,320	2039
2039	515,793,096	515,793,096	0.248881	1,283,710	2040
2040	531,266,889	531,266,889	0.248881	1,322,221	2041
2041	547,204,896	547,204,896	0.248881	1,361,888	2042
2042	563,621,043	563,621,043	0.248881	1,402,744	2043
2043	580,529,674	580,529,674	0.248881	1,444,827	2044
2044	597,945,564	597,945,564	0.248881	1,488,171	2045
2045	615,883,931	615,883,931	0.248881	1,532,817	2046
2046	634,360,449	634,360,449	0.248881	1,578,801	2047
2047	653,391,262	653,391,262	0.248881	1,626,165	2048
2048	672,993,000	672,993,000	0.248881	1,674,950	2049
2049	693,182,790	693,182,790	0.248881	1,725,199	2050

32,210,190

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 6, 2021

#### Topic:

Adopt, on Second Reading, Ordinance No. 2021-35, an Ordinance of the City of Tomball, Texas, Requesting to Amend Chapter 50 (Zoning) of the Tomball Code of Ordinances Official Zoning Map for Property that is Approximately 18 Acres of Land, Legally Described as Tracts 1B & 2C, Abstract 311 C Goodrich within the City of Tomball, Harris County, Texas; from Commercial District to the Planned Development District (PD-18); being generally located at the Northwest Corner of the Intersection of FM 2920 and Tomball Cemetery Road; 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:

City Staff recommends approval. Planning & Zoning Commission recommended Approval (5-0) subject to the limitations, restrictions and covenants listed in (Exhibit "B") and (Exhibit "C").

**Origination:** Creek Road and CTC Residential

#### Recommendation:

Adopt Ordinance No. 2021-35 on Second Reading.

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development Director

#### FUNDING (IF APPLICABLE)

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

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

Signed	<u>Doris Speer</u>	<u>11-30-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

**ORDINANCE NO. 2021-35**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, REQUESTING TO AMEND CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES OFFICIAL ZONING MAP FOR PROPERTY THAT IS APPROXIMATELY 18 ACRES OF LAND, LEGALLY DESCRIBED AS TRACTS 1B & 2C, ABSTRACT 311 C GOODRICH WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; FROM COMMERCIAL DISTRICT TO THE PLANNED DEVELOPMENT DISTRICT (PD-18); BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FM 2920 AND TOMBALL CEMETERY ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

**Whereas**, Creek Road and CTC Residential, has requested that approximately 18 acres of land, legally described Tracts 1B & 2C, Abstract 311 C Goodrich; generally located at the Northwest Corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

**Whereas**, the applicant has presented an application to the City for a Planned Development District (PD-18) to allow for the construction of a Multifamily residential development; and

**Whereas**, the Planned Development application consists of an application and metes and bounds for the Planned Development District (Exhibit "A"); Planned Development Regulations (Exhibit "B"); and concept plan (Exhibit "C") attached to and made part of this ordinance; and

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

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

**Whereas**, the Planning & Zoning Commission recommended in its final report that City Council approve the requested amendment of Planned Development (PD-18) District; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

**Whereas**, the City Council deems it appropriate to grant the requested 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 Planned Development (PD-18) District is hereby amended and 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 Planned Development (PD-18) District, 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 to the Planned Development (PD-18) District as described above.

**Section 5.** The Planned Development (PD-18) shall be subject to the following limitations, restrictions and covenants:

- A. Compliance with the Application, Regulations and Concept Plan. The granting of the Planned Development (PD-18) District shall be conditioned upon the proposed improvements and lands uses being located, constructed and conducted upon the Property in substantial compliance with the application for the Planned Development District (Exhibit "A"), Planned Development Regulations (Exhibit "B") and concept plan (Exhibit "C") made a part hereof for all purposes.

**Section 6.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 7.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15<sup>TH</sup> DAY OF NOVEMBER 2021.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

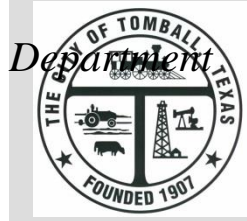
READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6<sup>TH</sup> DAY OF DECEMBER 2021.

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

\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary



## Planned Development Staff Report

Planning & Zoning Commission Public Hearing Date: November 8, 2021  
City Council Public Hearing Date: November 15, 2021

**Rezoning Case:** P21-352

**Property Owner(s):** FM 2920 TC Road, LLC

**Applicant(s):** Creek Road / CTC Residential

**Legal Description:** TRS 1B & 2C ABST 311 C GOODRICH

**Location:** Generally located at the northwest corner of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas (Exhibit "A")

**Area:** Approximately 18 Acres

**Comp Plan Designation:** Corridor Commercial (Exhibit "B")

**Present Zoning and Use:** Commercial District (Exhibit "C") / Undeveloped (Exhibit "D")

**Proposed Use(s):** 360-unit multi-family residential community

**Request:** Rezone from the Commercial District to Planned Development (PD-18) District

**Adjacent Zoning & Land Uses:**

- North:** Agricultural District
- South:** Commercial District, Outside the City limits / Vacant
- West:** Outside the City limits/Vacant
- East:** Commercial District / Texan Truck and Auto Sales

### ANALYSIS

**Description:** The property is located at the northwest corner of FM 2920 and Tomball Cemetery Road and is zoned Commercial. Surrounding properties are zoned Commercial and Agricultural. Properties located south of the subject property are outside the City limits. Surrounding land uses include various commercial facilities such as Texan Truck and Auto Sales, etc. A single-family residential subdivision is located north of the property, beyond the vacant tract, that is accessed by Tomball Cemetery Road.

**Project Description:** According to the Planned Development Application (Exhibit "E") the proposed Planned Development will be a multi-family residential community with 360 units, and

will include efficiency units (575 square feet), one bedroom units (650 square feet), and two bedroom units (950 square feet). Other amenities include a fitness center, dog parks, pools, outside pavilion with barbeque grills, landscaped walking trail around the pond, bocce ball courts, a recreational reserve with a playground and/or picnic facilities, open spaces, and landscape buffers. These amenities are listed in the attached presentation.

The applicant is proposing a base zoning district of Multi-family zone (MF zone). The buildings are proposed to be 3 stories tall, with a maximum height of forty-five (45) feet. The proposed density is twenty (20) dwelling units per acre, that meets the requirement of a Multi-family (MF) zoning district. The applicant is proposing masonry and Hardie veneer for the residential building and all masonry facades for the Club House.

The applicant has presented two options for consideration in the PD, as shown below that pertain to the parking spaces and green space.

- **Parking:** The zoning code requires 2 parking spaces per dwelling unit. For the proposed 360 units, 720 spaces would be required. Option 2 meets the requirements, while Option 1 will be at a slightly lower percentage.
- **Green space:** The MF zone requires that a minimum of 50% of the lot area be retained as green space. Option 2 meets the requirements, while Option 1 will be at a slightly lower rate

Staff recommends that, if the PD is approved, only one option be approved as part of the PD application.

**OPTION 1:**

- This option currently displays parking of 2.18 stalls per dwelling unit
- Greenspace coverage of 46.7%
- Lot coverage of 31.7%

**OPTION 2:**

- This option currently displays parking of 1.95 stalls per dwelling unit
- Greenspace coverage of 50.83%
- Lot coverage of 31.7%
- Per our PD request - Parking at 1.75 stalls for 1-bed and 2 stalls for 2-bed
  - 70/30 mix – 1.82 stalls/unit
  - 65/35 mix – 1.84 stalls/unit
  - 60/40 mix – 1.85 stalls/unit

The applicant has provided the following information:

Parking compared to nearby markets:

- San Antonio: Minimum 1.5 stalls/unit and Max of 2 stalls/unit  
Max parking per unit to promote green space
- City of Houston: 1.7 stalls per unit minimum

**Planned Development District (PD) Intent:** Section 50-80(a)(1) of the Tomball Code of Ordinances (zoning regulations) outlines the general purpose and description of the Planned Development District.

According to the zoning regulations - “The PD Planned Development District is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., Single-Family, Multifamily, Duplex (Two Family), etc.), or any

appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A PD Planned Development District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this chapter, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

- a. To provide for a superior design on lots or buildings;
- b. To provide for increased recreation and open space opportunities for public use and enjoyment;
- c. To provide amenities or features that would be of special benefit to the property users or to the overall community;
- d. To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, viewscapes, or wildlife habitats;
- e. To protect or preserve existing historical buildings, structures, features or places;
- f. To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- g. To meet or exceed the standards of this chapter.”

**Comprehensive Plan Recommendations:** The property is designated as Corridor Commercial by the Comprehensive Plan Future Land Use Map. This Corridor Commercial category “... is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. The land uses are typically comprised of varying lot sizes and intensities predominantly serving the automobile. While these areas will always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations and to create a pleasing environment which leaves a lasting impression on residents and passers-by”.

The Comprehensive Plan lists uses that are appropriate for this designation as – “Land uses include regional commercial, personal service offices, multifamily, retail, entertainment, dining, hotels, and brew pubs/distilleries. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses.”

The Comprehensive Plan recommends that zoning districts of - O (Office), GR (General Retail), C (Commercial), MU (Mixed Use), MF (Multi-family), and PD (Planned Development) for this designation.

Additionally, the Comprehensive Plan states – “The following considerations should be used as guidance for regulatory modifications or as part of decision-making: Development should gain primary access from an arterial street. Pedestrian enhancements should be a focus with comfort and safety taking priority. New development should include improved standards for building form and architecture, buffering, landscaping, and signage. Multi-family in an urban architectural form should be considered in a manner complimentary to other uses.”

#### **Staff Review Comments:**

Conformance to the Comprehensive Plan: While the proposed use is listed as being appropriate for this designation, the Comprehensive Plan contains guidelines for development that should be used to consider this zone change:

Improved opportunity for bicycle/pedestrian accommodations and to create a pleasing environment which leaves a lasting impression on residents and passers-by.  
Pedestrian enhancements that focus on comfort and safety.



Improved standards for building form and architecture, buffering, landscaping, and signage.  
Multi-family in an urban architectural form in a manner complimentary to other uses.

The PD needs to include additional information to demonstrate how these guidelines have been adhered to, especially the mixed-use development and pedestrian-oriented urban architectural form, as recommended in the Comprehensive Plan.

Additional Review Comments: Based on the plans resubmitted, staff has the following comments. Upon discussion of the revised detailed plans there may be additional comments made by the Commission.

1. In general, the proposed PD meets the minimum requirements of an MF zoning district. However, it is not clear how it meets the following PD intent –
  - \* “to provide for a superior design on lots or buildings”
  - \* “to meet or exceed the standards of this chapter”, or
  - \* “permit new or innovative concepts in land utilization not permitted by other zoning districts”
2. Green space/ recreation areas - Based on the information provided by the applicant and the standards proposed in the PD document, the PD will reflect the deviations to the areas of the MF base zone district.
3. Landscaping requirements - as presented in attached exhibit.
4. Detention –a wet detention to serve as a lake amenity. The detention pond will also serve as additional greenspace as we are proposing an aesthetically pleasing detention pond with manicured landscaping (see pgs. 2 and 4 of the attached).
5. Screening requirements –
  - a. 8ft stone/masonry column and steel fence on the South and East property lines.
  - b. North and West property line, we are proposing 8’ tall cedar wood fence with cedar cap.
    - Galvanized steel post in lieu of treated wood and painted to match wood. And
    - water seal or stain the cedar
6. All refuse containers will be made masonry enclosures to match the materials of the buildings.
7. Setbacks to be planted with additional landscaping as shown in newly submitted landscape plan.
8. Under Permitted Uses, the PD states that any use permitted in the Multi-Family Residential District shall be permitted. Consider limiting the uses to those proposed in the PD.
9. 26’ wide access easement to the water well.
10. Add a note that all Special Requirements contained in Section 50-73 Multifamily Residential District will be met, and all other requirements of the zoning code will be met.
11. Based on the recommendations provided by the City Engineer after the review of the submitted TIA through TXDOT. This will be discussed with Commission.
12. Based on the preliminary review of the conceptual drawings, the Fire Marshal has the following comments:
  - a. If the vertical distance between grade plane and the highest roof surface exceeds 30' the aerial fire apparatus drive shall have a minimum unobstructed width of 26'.
  - b. Fire Hydrants will be required to be placed throughout the property per IFC 2015.
  - c. There must be a drive between the dog park & the apartment above it.

## **PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper on September 29, 2021 and property owners within 200 feet of the project site were mailed notification of this proposal on September 30, 2021. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

## **RECOMMENDATION**

City staff recommends that the above mentioned comments be considered and incorporated in the proposed PD, prior to approval.

## **EXHIBITS**

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Applicant Submittal-Planned Development Application, Regulations, Concept Plan, PowerPoint presentation etc.

Exhibit "A"  
Aerial Photo

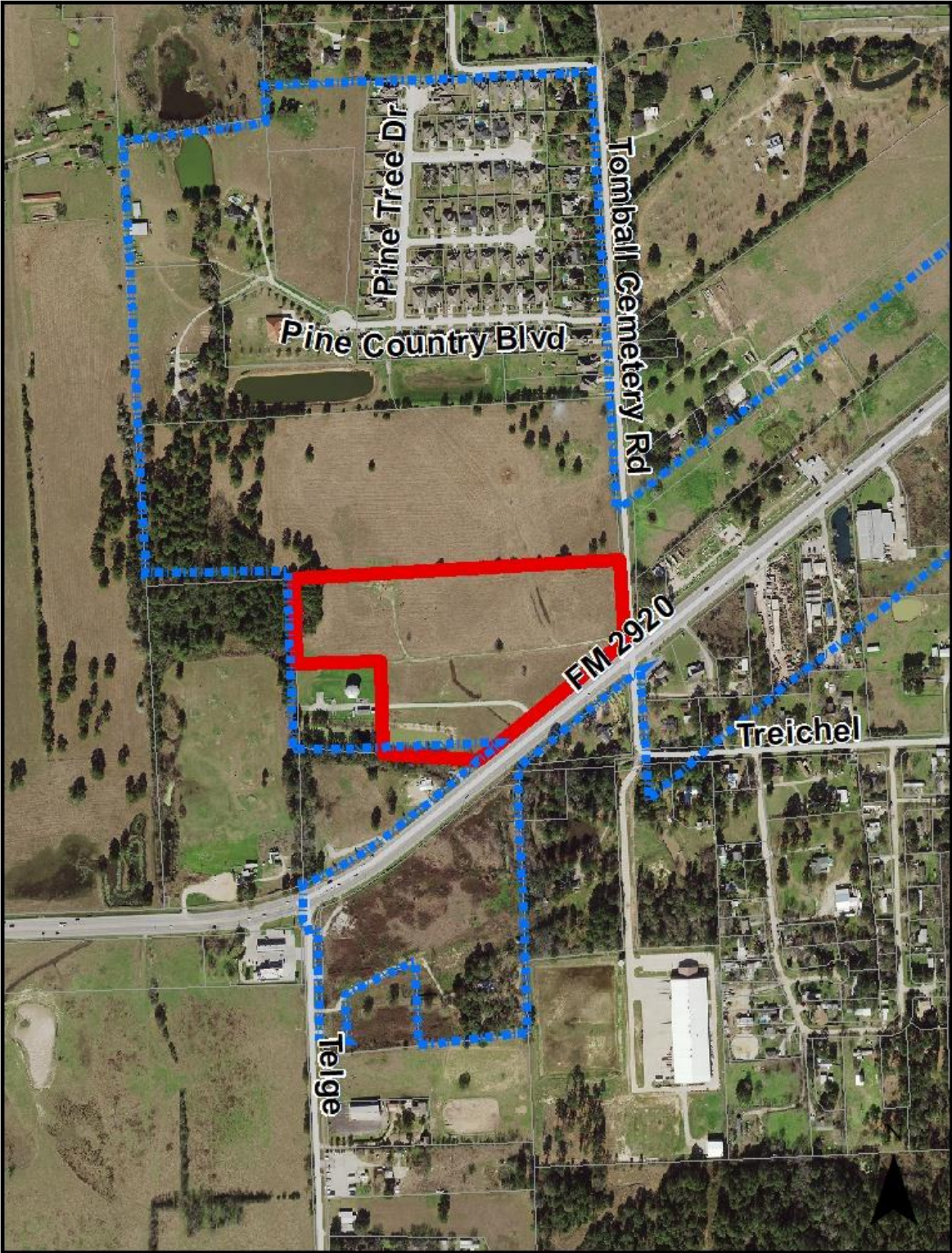




Exhibit "B"  
Comprehensive Plan

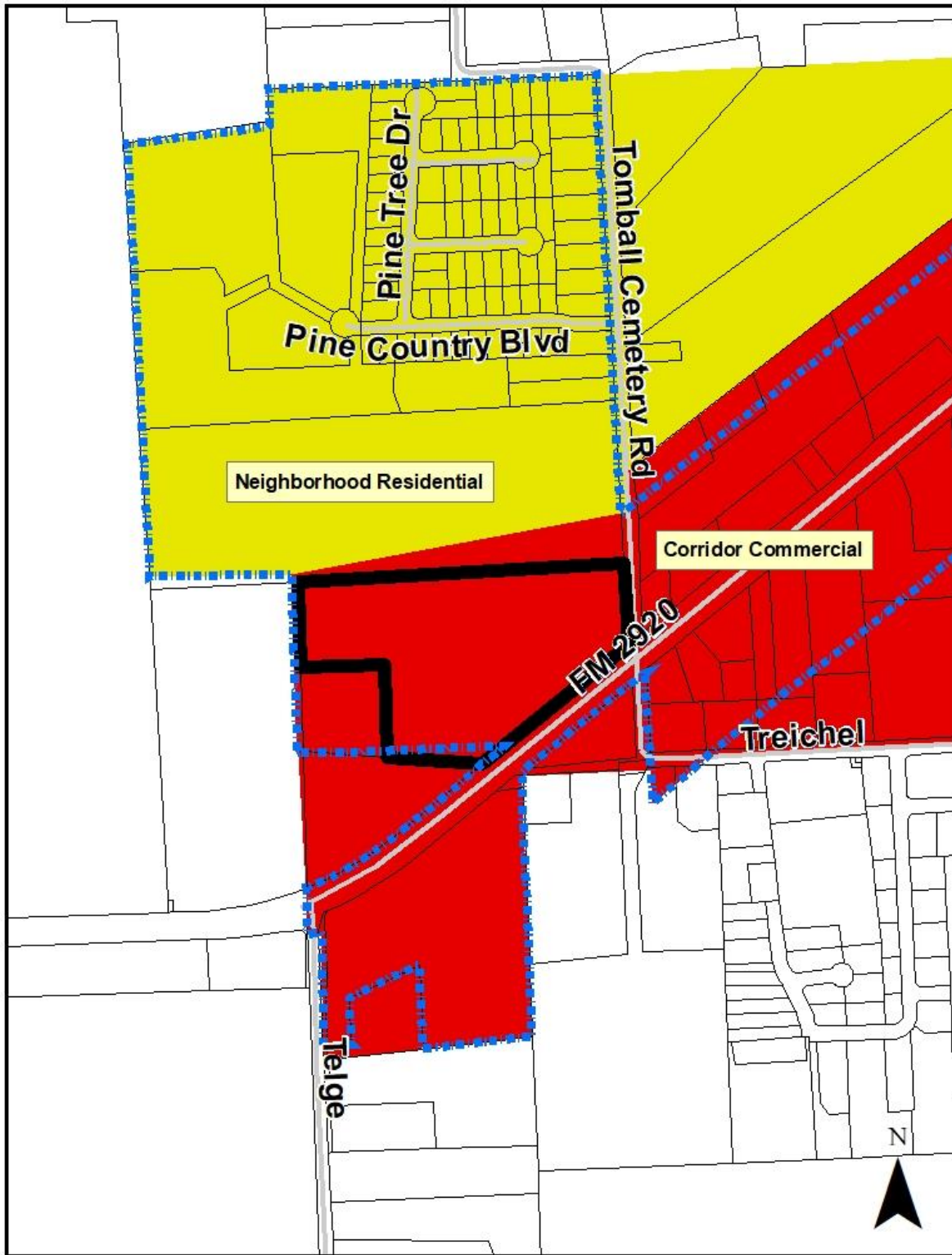
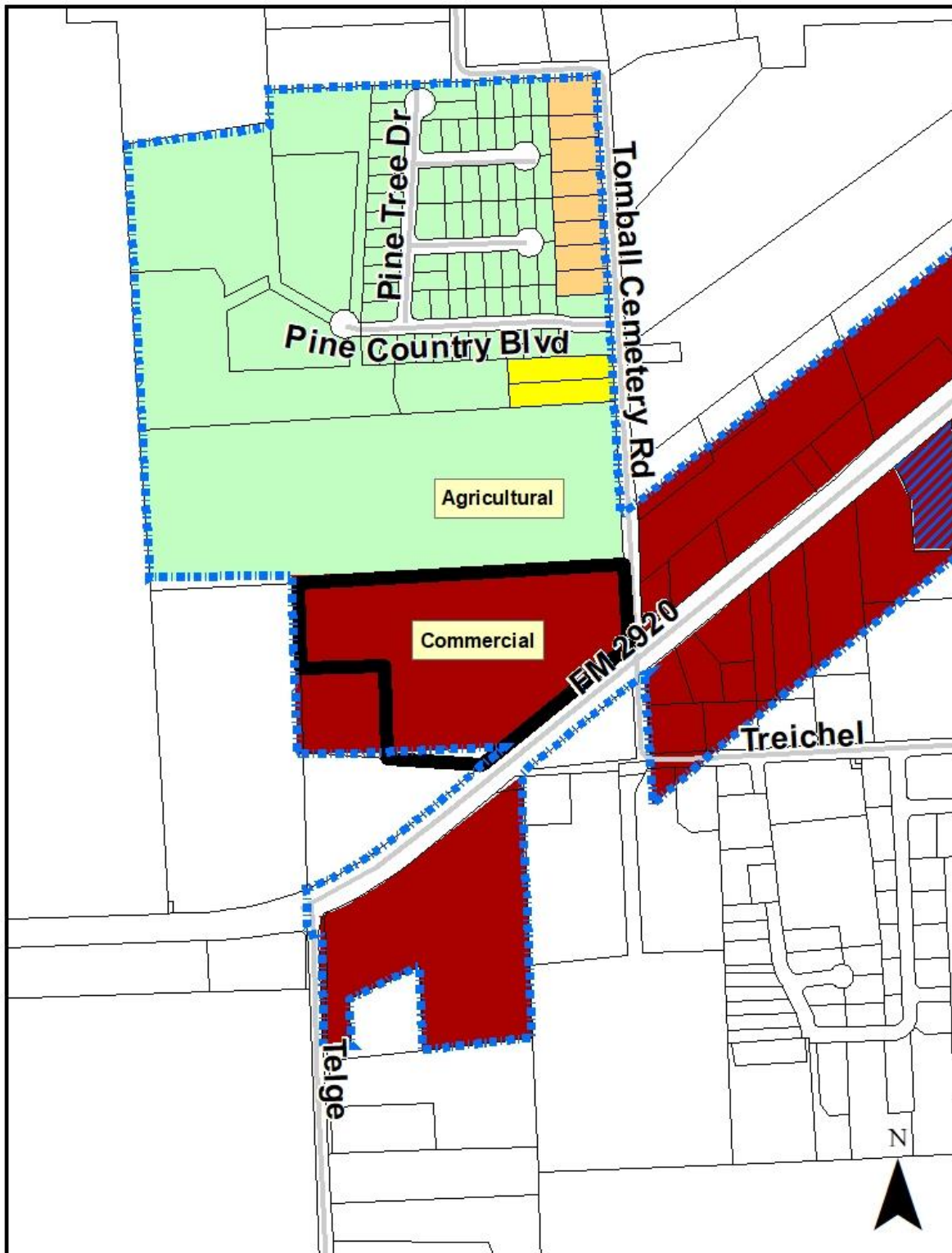


Exhibit "C"  
Zoning Map



**Exhibit “D”  
Site Photo**



Google image Sep. 2019

**Exhibit "E"**  
**Planned Development Application, Regulations, Concept Plan, PowerPoint presentation**



RECEIVED (KC)  
09/14/2021

Revised 5/19/15  
P&Z #21-352  
\$1,000 PD

**APPLICATION FOR  
PLANNED DEVELOPMENT**  
Community Development Department  
Planning Division

The PD, Planned Development, district is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multi-family, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts.

No planned development shall be established and no building permit shall be issued for any use designated as a Planned Development within any zoning district until a Planned Development is approved and issued in accordance with the provisions of the Zoning Ordinance and Concept Plan.

The minimum acreage for a planned development request shall be four (4) acres.

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

**Applicant**

Name: Creek Road / CTC Residential (ATTN: Tolu Akindele / Sean Ratterree) Title: Development Managers  
Mailing Address: 2500 Wilcrest, Suite 300 City: Houston State: Texas  
Zip: 77042  
Phone: ( 832 ) 286-7829 Fax: (        )                      Email: teakindele@creek-rd.com

**Owner**

Name: FM 2920 TC Road, LLC (ATTN: Shan Patel / Ford Scott) Title: Managers  
Mailing Address: 3725 E. League City Parkway, Suite 250 City: League City State: Texas  
Zip: 77573  
Phone: ( 281 ) 816-6554 Fax: (        )                      Email: fscott@capitalretailproperties.com

**Engineer/Surveyor (if applicable)**

Name: Everything In Christ Surveying Company (ATTN: Craig A. Laney) Title: Land Surveyor  
Mailing Address: 12345 Jones Road, Suite 270 City: Houston State: Texas  
Zip: 77070  
Phone: ( 281 ) 955-2772 Fax: ( 281 ) 955-6678 Email: craig.laney@eicsurveying.com

**Description of Proposed Project:** market-rate, luxury multi-housing community

Physical Location of Property: north-west corner of the intersection of FM 2920 and Tomball Cemetery Road  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS 1B & 2C ABST 311 C GOODRICH

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]



HCAD Identification Number: 0421810000177 Acreage: 18.0487

Current Use of Property: Vacant Land - Ag Exempt

Proposed Use of Property: Planned Development - Market Rate, Luxury Multi-Housing Community

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		9/1/21
	Signature of Applicant	Date
X		9/1/21
	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 delivered to the City at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.**

- ☒ **Completed application form**
- ☐ **\*Copy of Recorded/Final Plat**
- ☒ **Check for \$1,000.00 (Non-Refundable)**
- ☒ **Detailed letter stating reason for request and issues relating to request**
- ☒ **Metes & Bounds of property**
- ☒ **Detailed Concept/Site Plan**
- ☒ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

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

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

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

## Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

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

## Legal Description and Metes and Bounds for 15800 FM 2920 Tomball, Tx

All that certain tract or parcel containing 18.049 acres of land out of that certain call 21.001 acre tract of land situated in the Chauncey Goodrich Survey, A-311, in Harris County, Texas, said 21.001 acre tract being that same tract as described in

**STEWART TITLE**

a Deed filed for record under Harris County Clerk's File No. U-682638, Real Property Records of Harris County, Texas; said 18.0487 being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with Tony Swonke cap (found) in the West right-of-way line of Tomball Cemetery Road, (60.00 feet in width), marking the Southeast corner of that certain call 31.159 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. V-256093, the Northeast corner of said 21.001 acre tract of land and the Northeast corner of the herein described 18.049 acre tract of land;

THENCE S 00°58'38" E, (call S 00°58'05" E), a distance of 340.12 feet to a 5/8" iron rod with Tony Swonke cap (found) marking the intersection of the West right-of-way line of said Tomball Cemetery Road with the Northwest right-of-way line of F. M. 2920, (120.00 feet in width), the Easterly-Southeast corner of said 21.001 acre tract of land and the Easterly-Southeast corner of the herein described 18.049 acre tract of land;

THENCE S 53°02'00" W, a distance of 783.46 feet along the Northwest right-of-way line of said F. M. 2920 and the Southeast line of said 21.001 acre tract of land to a 5/8" iron rod with EIC cap (found) marking the Southerly-Southeast corner of said 21.001 acre tract of land, the Northeast corner of that certain call 0.636 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. U-761658 and the Northeast corner of that certain call 1.187 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. U-620508 and the Southerly-Southeast corner of the herein described 18.049 acre tract of land;

THENCE N 83°50'17" W, a distance of 397.05 feet along the common line of said 0.636 acre, said 1.187 acre and said 21.001 acre tracts of land to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of that certain call 2.952 acre tract of land known as Tract 1 as described in a deed filed for record under Harris County Clerk's File No. 20090443955 and the Southerly-Southwest corner of the herein described 18.049 acre tract of land;

THENCE N 00°30'44" E, (call N 00°31'48" E), a distance of 384.78 feet along the East line of said Tract 1 to a 5/8" iron rod with EIC cap (set) marking the Northeast corner of said Tract 1 and an interior corner of the herein described 18.049 acre tract of land;

THENCE N 89°30'47" W, (call N 89°28'12" W), a distance of 350.00 feet along the North line of said tract 1 to a 5/8" iron rod with EIC cap (set) in the West line of said Chauncey Goodrich Survey, the West line of said 21.001 acre tract of land, the East line of the John Edwards Survey, A-20 in said Harris County, Texas and the East line of that certain call 18.7500 acre residue of that certain call 130.971 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. T-469927 marking the Northwest corner of said Tract 1

and the Westerly- Southwest corner of the herein described 18.049 acre tract of land;

THENCE N 00°30'15" E, a distance of 357.09 feet along the common line of said Chauncey Goodrich Survey, said 21.001 acre tract of land, said John Edwards Survey and said 18.7500 acre residue tract of land to a 5/8" iron rod with Tony Swonke cap (found) in the South line of said 31.159 acre tract of land marking the Northwest corner of said 21.001 acre tract of land, the Northeast corner of said 18.7500 acre residue tract of land and the Northwest corner of the herein described 18.049 acre tract of land;

THENCE N 88°59'50" E, a distance of 1,358.48 feet, (call 1,358.53 feet), along the common line of said 21.001 acre and said 31.159 acre tracts of land to the POINT OF BEGINNING and containing 18.049 acres of land.

August 4, 2021

Mr. Craig Meyers, PE, CFM

Community Development Director

City of Tomball

501 James Street

Tomball, TX 77375

**RE: Planned Development ("PD") Application for the property located at 15800 FM 2920 Tomball, TX 77377 ("Property" or "Site")**

Dear Mr. Meyers:

Creek Road and CTC Residential (jointly "Applicants") would like to formally request the City of Tomball consider and review the attached Planned Development ("PD") Application for the 18.05-acre property located at 15800 FM 2920 Tomball, Texas.

As reflected in the City of Tomball Zoning Map, the Property is zoned C – Commercial District. On October 7, 2019, the City of Tomball adopted the Final Comprehensive Report as presented by Halff Associates, Inc. In this report, on page 63, the Site is classified as "Corridor Commercial" as it pertains to Tomball Future Land Use Plan. And on page 70, under the Corridor Commercial section, appropriate uses include multifamily. The application proposes the current zoning designation be revised to a Planned Development District, consisting of market-rate, luxury multifamily land use with specified regulations. This Property will welcome both residents and visitors into Tomball, as it is situated at the west entrance of the city. Based on our analysis and review of the City of Tomball's goals as it relates to its continued growth to keep up with the demand in housing for young professionals and working population, we believe this is the highest and best use of this Property given its proximity to retail/shopping, schools and access to major throughfares.

Please feel free to contact us with any questions regarding the attached application. Thank you for your review and consideration.

Sincerely,



Tolu E. Akindele



Sean C. Ratterree

## PROPOSED PLANNED DEVELOPMENT MULTI FAMILY

### Permitted Uses:

- Any use permitted in the Multi-Family Residential District, MF

### Height Regulations:

- Maximum Height: Main Buildings -Three (3) stories, not to exceed forty-five (45) feet
- Maximum Height: Accessory Buildings - One (1) story, not to exceed fifteen (15) feet
- Maximum Height: Club House - One (1) Story

### Area Regulations:

- Maximum Dwelling Units: Not to exceed three hundred sixty (360) dwelling units
- Lot Area: 18.049 acres

### Setback Regulations:

- Minimum Front Building Setback: Thirty-five (35) feet
- Minimum Side Building Setback: Minimum of Fifteen (15) feet, twenty-five (25) feet when adjacent to property zoned for single family residential, twenty-five (25) feet when adjacent to an arterial street, fifteen (15) feet when adjacent to a non-arterial street
- Minimum Rear Setback: Main Building - Minimum of fifteen (15) feet, sixty (60) feet when adjacent to single family, duplex (two family), patio home or single family attached district
- Minimum Rear Setback: Accessory Building - Minimum of fifteen (15) feet, thirty (30) feet when adjacent to single family, duplex (two family), patio home or single family attached district

### Building Requirements:

- Minimum Building Separation -1-story building: Fifteen (15) feet for buildings without openings, twenty (20) feet for building with openings
- Minimum Building Separation - 2-story building: Twenty (20) feet for building without openings, thirty (30) feet for buildings with openings
- Minimum Building Separation - Over 2-story building: Thirty-five (35) feet or as required by the adopted building code, whichever is greater
- Minimum Building Separation - Between Main Building and Accessory Building: Ten (10) feet or as required by the adopted building code, whichever is greater
- Minimum Floor Area Per Dwelling Unit – Efficiency Unit: Five hundred seventy-five (575) square feet
- Minimum Floor Area Per Dwelling Unit - One Bedroom: Six hundred fifty (650) square feet
- Minimum Floor Area Per Dwelling Unit -Two Bedroom: Nine hundred and fifty (950) square feet

**Lot requirements:**

- Maximum Lot Coverage: Fifty percent (50%) total, including main and accessory buildings, pools, ponds. (does not include paving or carports).
- Screening: Per section 50-115 of the Tomball Code of Ordinances. All refuse containers shall be screened, a six-foot solid fence, wall or opaque screening device is required on the side adjacent to a single-family zoned property.
- Parking:
  - A. One and three-fourths (1.75) parking spaces for each one-bedroom unit
  - B. Two (2) parking spaces for each two-bedroom unit
- Landscape: Per Section 50-113 of the Tomball Code of Ordinances
- Green Space/Recreational Areas – A Minimum of 20% of the gross platted area shall be open green space and common recreational areas. This area will include underground irrigation systems and continuous maintenance will be provided.

**Additional Requirements:**

- Fire easement accessibility, fire sprinkler system, walkways, building length, oversized parking areas, signage, lighting, gated/secured entrances, streets, or driveways per Section 50-73 of the Tomball Code of Ordinances





















PRIVATE BACKYARD  
space for 1st floor  
tenants

COURTYARD #1

COURTYARD #2  
with Hammock  
Gardens

POOL AMENITIES

CLUB HOUSE  
with leasing, fitness,  
parcel lockers,  
billiards area, etc.

Tomball  
Cemetery  
Road

EXIT and  
EMERGENCY  
ENTRANCE

Shade  
tree

F.M  
2920

Gated Vehicle  
Entrance with  
EZ tag reader

MAIN  
Entrance

"Welcome  
to Tomball"  
monument

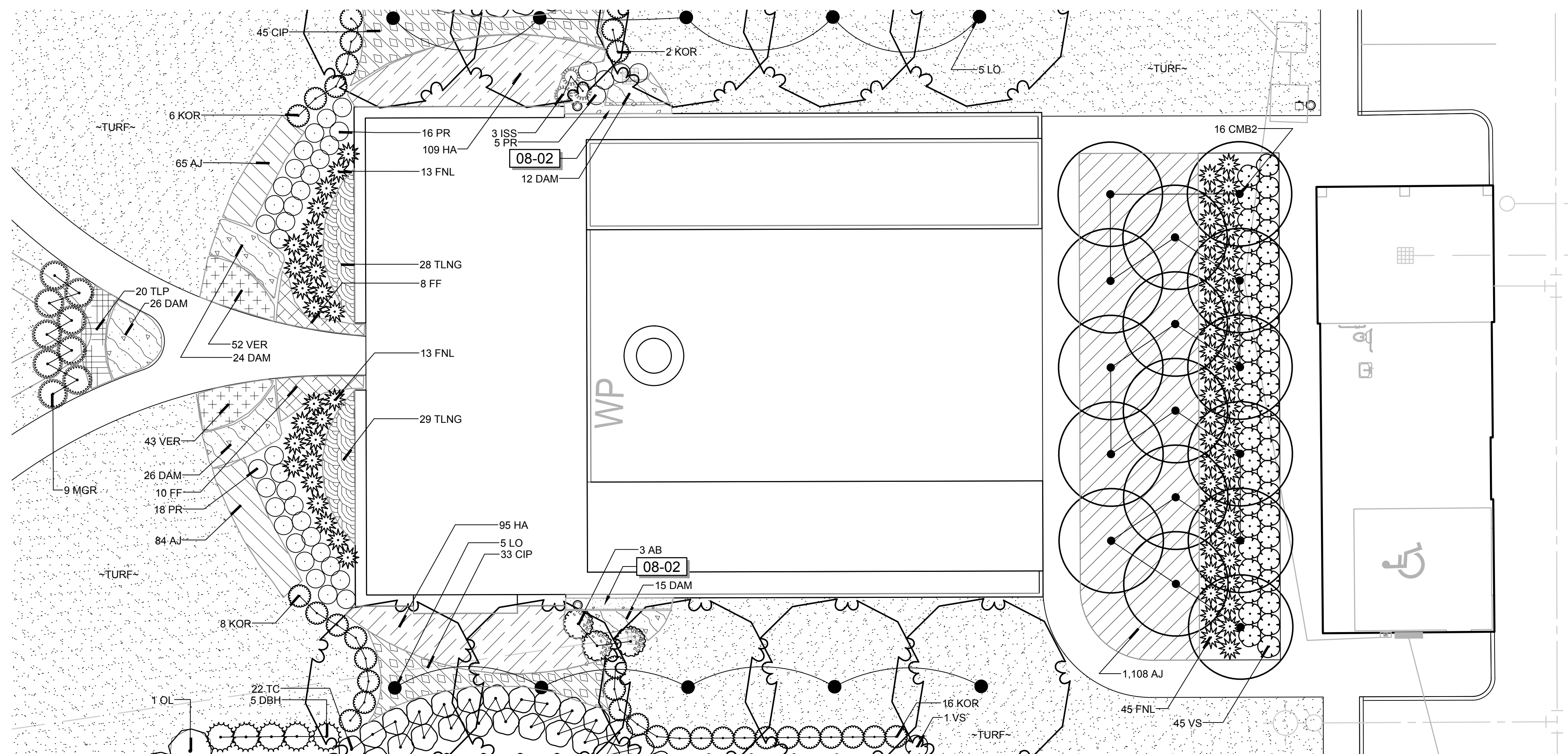
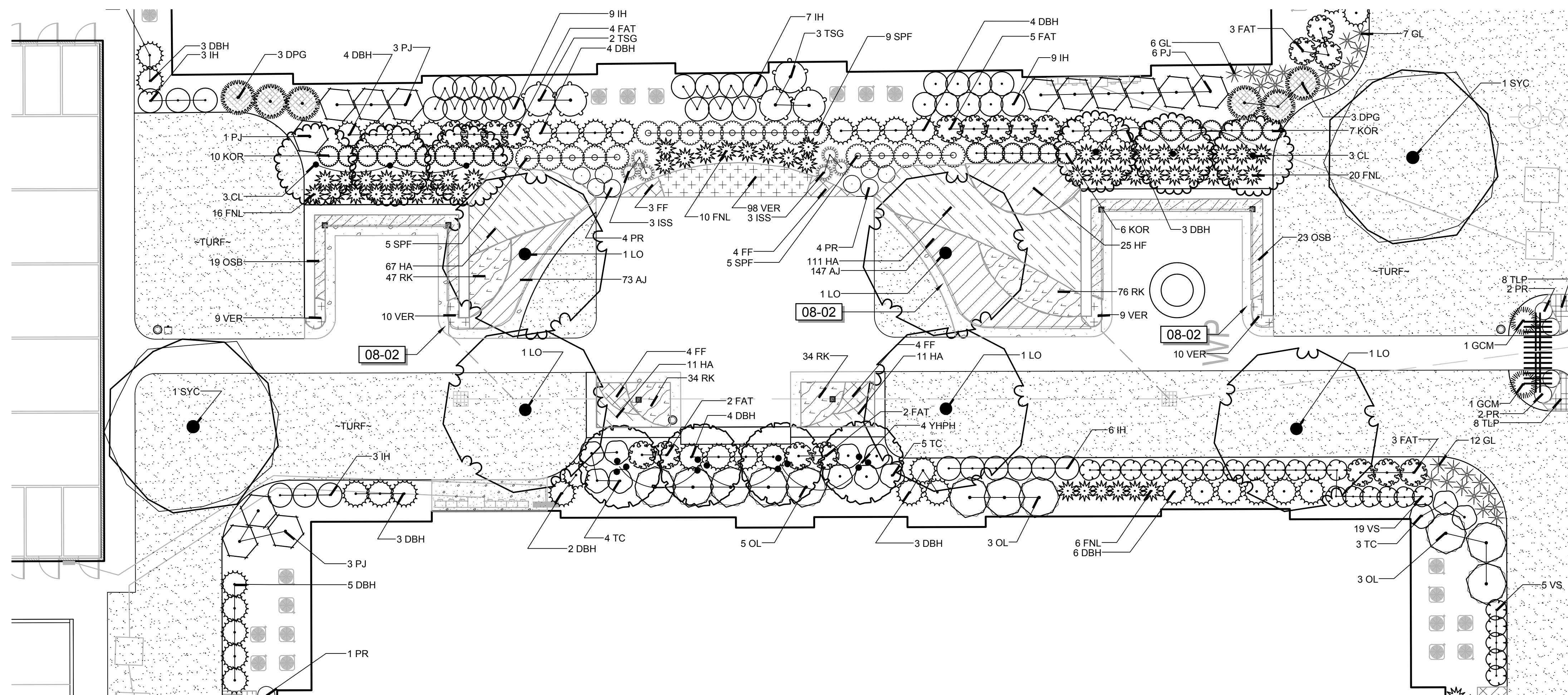
Walking trail

AESTHETICALLY  
ENHANCED  
DETENTION POND  
Park Amenities

18' wide access to  
CITY WATER  
WELL FACILITY

BOTH LARGE &  
SMALL DOGPARK





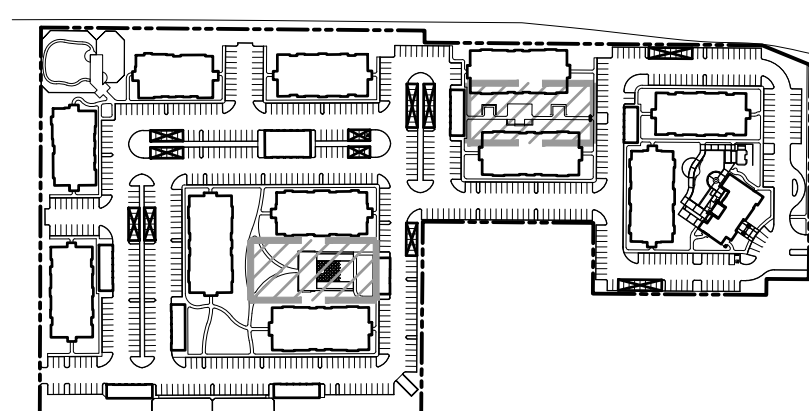
PLANT SCHEDULE	
TREES	COMMON NAME
BC	BALD CYPRESS
CE	CEDAR ELM
CL	BRIGHT 'N TIGHT CAROLINA LAUREL
CMB	PINK FLOWERING CRAPE MYRTLE
CMB2	PINK FLOWERING CRAPE MYRTLE
CMM	LAVENDER CRAPE MYRTLE
CMW	WHITE CRAPE MYRTLE
CMW2	WHITE CRAPE MYRTLE
LO	LIVE OAK
LP	LOBLOLLY PINE
MP	MEXICAN PLUM
RBI	RIVER BIRCH MULTI-TRUNK
SO	SHUMARD RED OAK
SYC	MEXICAN SYCAMORE
VIT	VITEX
YH	YAUPON HOLLY
YHPH	PRIDE OF HOUSTON YAUPON
SHRUBS	COMMON NAME
AB	AMERICAN BEAUTYBERRY
AZ	FORMOSA AZALEA
DBH	DWARF BURFORD HOLLY
FAT	JAPANESE FATZIA
FNL	FORTNIGHT LILY
FNL2	FORTNIGHT LILY
GL	GIANT LIRIOPE
GL2	GIANT LIRIOPE
IH	INDIAN HAWTHORN
ISS	INDIGO SPIRES
KOR	KNOCKOUT ROSE
OL	OLEANDER
PA	PINK ABELIA
PJ	PRIMROSE JASMINE
PR	PROSTRATE ROSEMARY
SPF	SIZZLING PINK FRINGE FLOWER
TC	TURK'S CAP
TSC	COMPACT TEXAS RANGER
TSG	GREEN CLOUD TEXAS RANGER
VS	VIRGINIA SWEETSPIRE

GRASSES	COMMON NAME
DPG	DWARF PAMPAS GRASS
GCM	GULF COAST MUHLY
MGR	MAIDEN GRASS

GROUND COVERS	COMMON NAME
AJ	ASIAN JASMINE
CIP	CAST IRON PLANT
DAM	DAMIANITA
EI	NEEDLEPOINT ENGLISH IVY
FF	FOXTAIL FERN
HA	JAPANESE FOREST GRASS
HC	CAROLINE CORAL BELLS
HF	HOLLY FERN
LE	LAMB'S EAR
LIR	LIRIOPE 'BIG BLUE'
MH	MEXICAN HEATHER
OSB	ORANGE STALKED BULBINE
PER	PERIWINKLE
PM	PEPPERMINT
RK	DWARF KATIE RUELLIA
SC	SEASONAL COLOR
SGV	VARIEGATED SHELL GINGER
TLNG	TRAILING LANTANA 'NEW GOLD'
TLP	TRAILING LANTANA 'PURPLE'
VER	VERBENA

SOD/SEED	COMMON NAME
TURF	BERMUDA GRASS

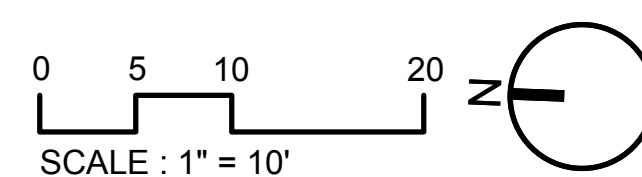
NOTE: REFER TO FULL PLANT SCHEDULE ON SHEET L5.7



## KEYMAP

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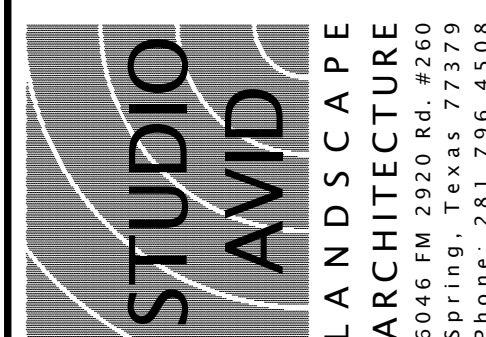
### NTS



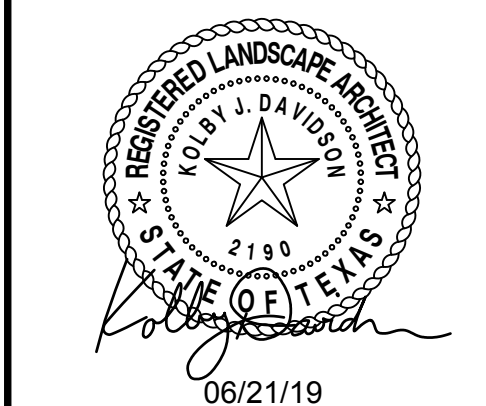
INVESTWELL  
ARCHITECTS, LLC

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Designs for Life  
24275 KATY FREEWAY SUITE 400  
KATY, TX 77094  
346-387-7777



PROJECT NAME  
FRANZ RD APTS  
FRANZ ROAD, KATY, TX  
CLIENT:  
INSITE COMMERCIAL REAL ESTATE  
KATY, TX 77494

[illegible]

DATE	06/21/19
ISSUE	FOR CONSTRUCTION
PROJECT NUMBER	19246
DRAWN BY	KD
SHEET TITLE	
<b>ENLARGED PLANTING PLAN</b>	
SHEET NUMBER	

## L5.6









# **Information Received on 9-24-21**

## Target Market | Price Point Analysis

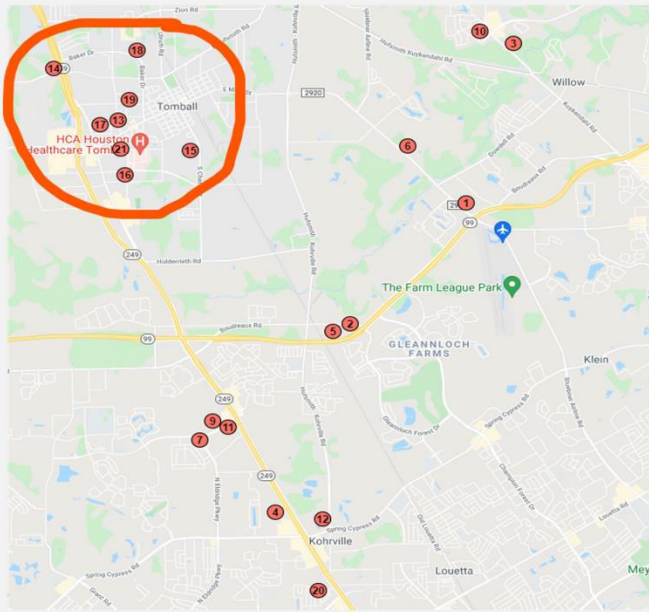
Property Name	Proposed Project	Stone Loch	SYNC at Spring Cypress	Avenue at Northpointe	Camden Northpointe
Address	15800 FM 2920 Rd	10923 Boudreaux Rd	22803 Tomball Pky	11740 Northpointe Blvd	11743 Northpointe Blvd
Yr. Built	2023	2020	2016	2013	2007
No. of Units	360	384	328	280	384
Avg. SF	883	1,100	1,050	1,152	940
Land Size	18.05	12.76	14.71	21.66	16.05
ISD Zoning	Tomball	Klein	Tomball	Tomball	Tomball
<u>Avg. 1 Bed (SF)</u>	725	797	795	848	764
Rent/month	\$1,175	\$1,150	\$1,100	\$1,275	\$1,150
Rent per SF	\$1.62	\$1.44	\$1.38	\$1.50	\$1.51
<b>Income Requirement</b>	<b>\$42,300</b>	<b>\$41,400</b>	<b>\$39,600</b>	<b>\$45,900</b>	<b>\$41,400</b>
<u>Avg. 2 Bed (SF)</u>	1,100	1,250	1,152	1,295	1,125
Rent/month	\$1,700	\$1,525	\$1,440	\$1,740	\$1,685
Rent per SF	\$1.55	\$1.22	\$1.25	\$1.34	\$1.50
<b>Income Requirement</b>	<b>\$61,200</b>	<b>\$54,900</b>	<b>\$51,840</b>	<b>\$62,640</b>	<b>\$60,660</b>

*\*Presented data is provided by third-party real estate analytics firm and subject to market changes*

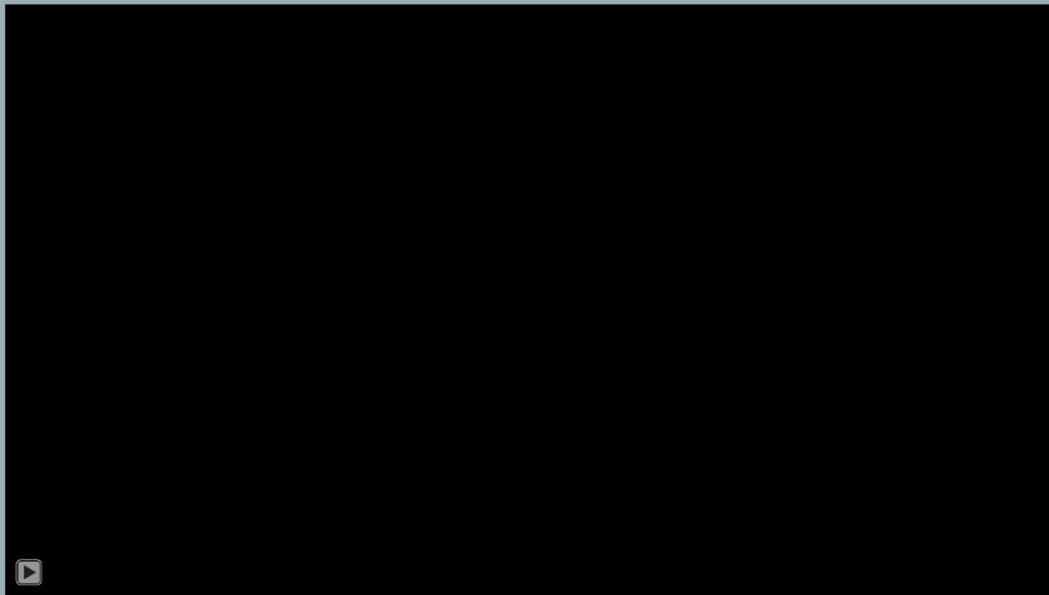
## Colored Site Plan with Labels (Option 2)



## Comparative Market Map/Designs



## Rendering Visualization



## Comparative Market Designs



## Site Plan Summaries

### OPTION 1:

- This option currently displays parking of 2.18 stalls per dwelling unit
- Greenspace coverage of 46.7%
- Lot coverage of 31.7%
  - To note, the MF maximum allows for 50%....we are significantly below this requirement based on the definition in the ordinance.

### OPTION 2:

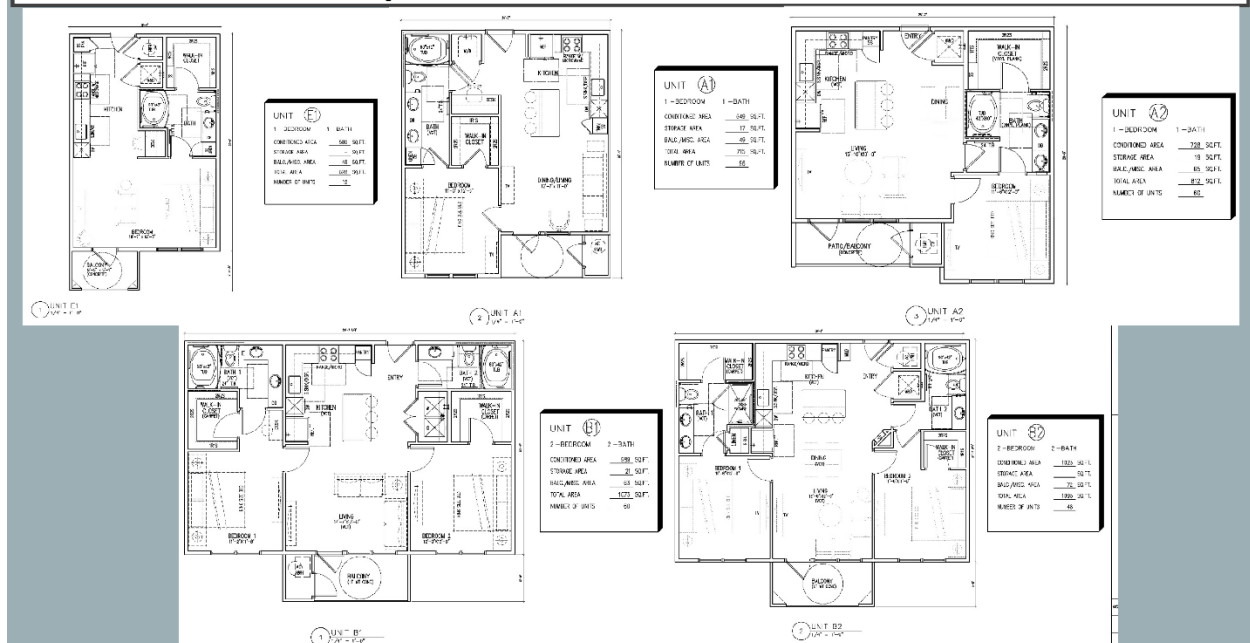
- This option currently displays parking of 1.95 stalls per dwelling unit
- Greenspace coverage of 50.83%
- Lot coverage of 31.7%
  - To note, the MF maximum allows for 50%....we are significantly below this requirement based on the definition in the ordinance.
- Per our PD request - Parking at 1.75 stalls for 1-bed and 2 stalls for 2-bed
  - 70/30 mix – 1.82 stalls/unit
  - 65/35 mix – 1.84 stalls/unit
  - 60/40 mix – 1.85 stalls/unit

### Parking compared to nearby markets:

- San Antonio: Minimum 1.5 stalls/unit and Max of 2 stalls/unit
  - Max parking per unit to promote green space
- City of Houston: 1.7 stalls per unit minimum



# Unit Floor Plans/Layout



QUESTIONS/FEEDBACK?



## Additional Superior Interior Photos



## Superior Exterior/Greenspace/Amenities



- Masonry and Paint scheme to match the character and architecture of new homes in the area
- Masonry and Hardie veneer for quality and durability
- All masonry on the Club House
- Fencing around the entire property for privacy and security with enhanced designs on the frontage
- Pool with in-water lounge chairs
- Poolside pavilion with BBQ grills
- Pergola Hammock Gardens
- Car/Dog Wash station
- Manicured and lush landscaped walking trail around pond, north and east side of the property
- Bocce Ball Courts
- 24/7 Fitness Center
- Parcel Lockers
- Valet trash and recycling services
- Eco-friendly double paned windows
- Billiards Area
- Large and small dog park
- Keyless entry
- **Controlled Access for vehicle entry/exits with EZ tag reader system**
- **Large private fenced in yards for residence living on the 1<sup>st</sup> floor**

## Gateway to Home Ownership

	<u>Rent</u>	<u>Own</u>
Annual Income		\$60,000
Purchase Price	-	\$300,000
Deposit/Down Payment	\$1,385	\$60,000
Other Closing Costs	\$100	\$7,500
Living Area	883	1,800
<u>Monthly Estimates</u>		
Monthly Payment*	\$1,385	\$1,111
Taxes	-	\$431
Insurance	\$25	\$120
Warranty	-	\$100
Repair Maintenance Reserves	-	\$100
Utilities	\$235	\$515
<i>Electricity</i>	90	130
<i>Internet/Cable</i>	80	110
<i>Water/Sewer</i>	40	50
<i>Gas</i>	25	50
<i>Landscaping</i>	-	75
<i>HOA Fee</i>	-	100
<b>Total Monthly Cost</b>	<b>\$1,645</b>	<b>\$2,377</b>
<b>Income Requirement</b>	<b>\$50,000</b>	<b>\$86,000</b>
<b>\$ Due - Lease   Buy</b>	<b>\$1,485</b>	<b>\$67,500</b>

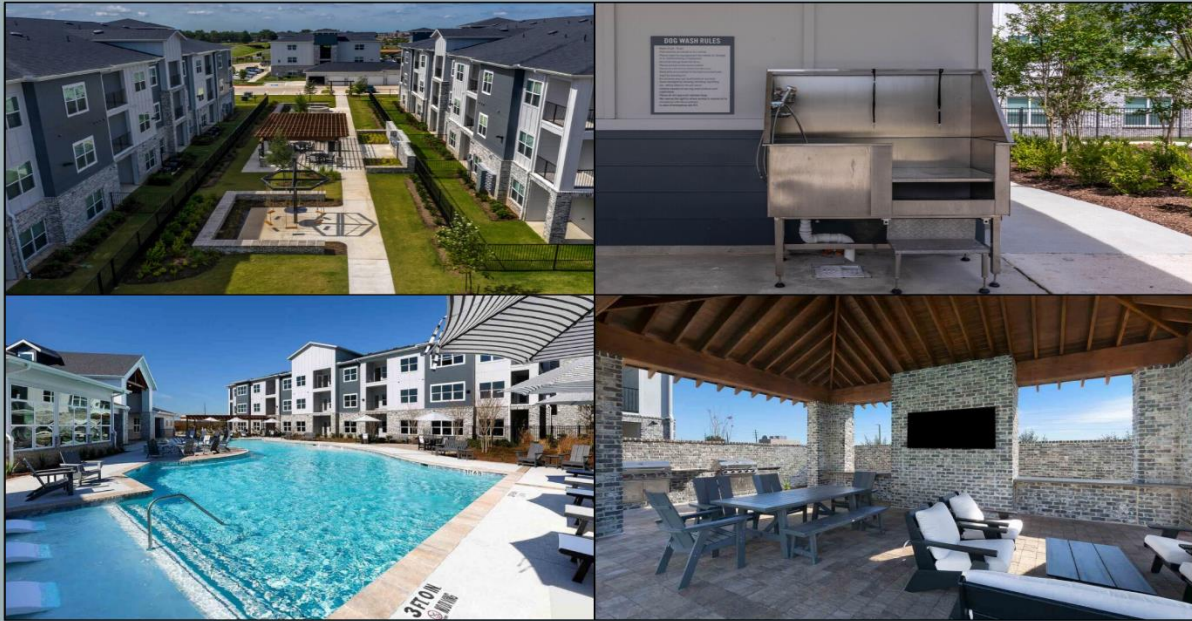
\*Payment for "Own" scenario using 20% Down Payment, 3.5% Rate & 30-Year Mortgage

## Colored Site Plan with Labels (Option 1)





## Superior Exterior/Amenities/Greenspace from previous projects



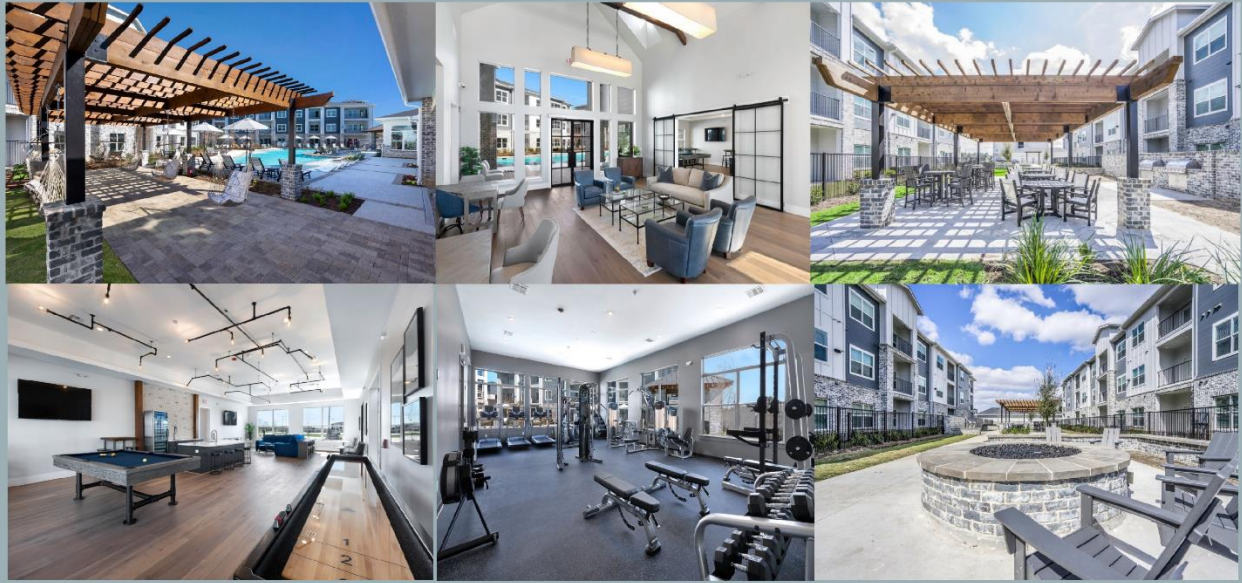
## Superior Interior Designs/Features/Layouts



- Full size washer & dryer
- **Oversized patios/balconies**
- **Quartz countertops**
- **Stainless steel appliances**
- Oversized islands
- Modern tile backsplashes
- Frameless glass mirrors
- **Handmade undermount kitchen sinks**
- **Eco-friendly double paned windows**
- Large walk-in closets with metal hanging rods
- Modern 2" faux wood blinds
- Backlit LED Mirrors
- **Soft close hinges and drawer slides**
- **Built-in trash drawers in all kitchens**
- Trash valet included
- Plywood cabinets painted/stained on the inside
- Dual vanities
- Crown molding at all upper cabinets
- Stained/painted islands on the backside
- Tile floors in the bathrooms
- **Extra sound proofing in all units**



## Superior Exterior/Amenities/Greenspace from previous projects



## City of Tomball | Tomball ISD – Additional Revenue

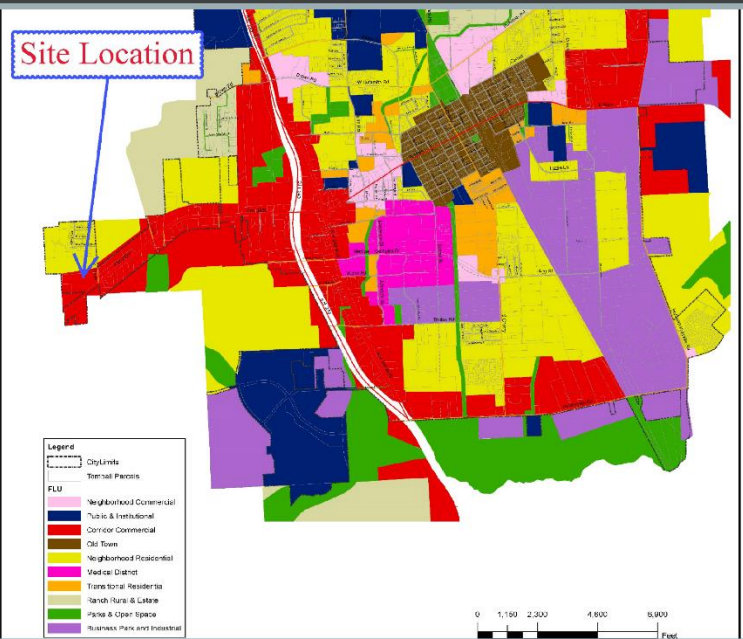
Unit Count	360	
<u>Tax Jurisdiction</u>	<u>2020 Mill Rate</u>	<u>Tax Obligation</u>
Tomball ISD	1.290000	\$534,060
Harris County	0.391160	\$161,940
Harris County Flood Control Dist.	0.031420	\$13,008
Port of Houston Authority	0.009910	\$4,103
Harris County Hospital District	0.166710	\$69,018
Harris County Dept. of Education	0.004993	\$2,067
Lone Star College System	0.107800	\$44,629
City of Tomball*	0.337862	\$139,875
Emergency Service Dist #3	0.100000	\$41,400

*\*subject to change based on recent proposal of \$0.333339 per \$100 VA*



Planned Development Proposal for a 360-unit fine multi-housing community

## Future Land Use Map



## The Ideal Location for Fine Multifamily Homes



- Site is zoned “Corridor Commercial” on the Future Land Use Map
  - Corridor Commercial includes new “multifamily”
- Western edge of Tomball city limits
  - Current owners have a 1-story self-storage development planned.
  - We are ready to work with Tomball, gather for a charette-style discussion to make sure this planned development meets the city’s goals, provides best-in-class living option and makes a great first impression to people entering Tomball city limits.
- 2920 Frontage – Major thoroughfare that can handle new traffic.
- Site will serve as a buffer to heavy automobile traffic and low-density residential development to the North.
- Price point is ideal for young and mid-level professionals, including, but not limited to; teachers, health care workers, retail clerks, restaurant workers, police officers and firefighters.

## Why Tomball? | Market Inventory

No.	Name	Address	City	Avg SF	ISD Zoning	Units	RBA	Bldgs. #	Yr. Built
1	Vantage at Tomball	9603 Dowdell Rd	Tomball	-	Klein	288	-	-	TBD
2	Stone Loch	10923 Boudreaux Rd	Tomball	1,107	Klein	384	425,088	12	2020
3	Everlee Apartments	23902 Kuykendahl Rd	Tomball	947	Klein	332	330,000	7	2016
4	SYNC at Spring Cypress	22803 Tomball Pky	Tomball	1,050	Tomball	328	351,343	3	2016
5	Landmark Grand Champion	11201 Boudreaux Rd	Tomball	1,026	Klein	360	222,000	15	2015
6	Willow Creek Apartments	9530 FM 2920 Rd	Tomball	881	Klein	228	207,662	11	2014
7	Oaks At Northpointe	12101 Northpointe Blvd	Tomball	963	Tomball	246	250,000	7	2014
8	The Preserve at Spring Creek	8627 Hufsmith Rd	Tomball	898	Klein	380	402,800	17	2014
9	Avenues at NorthPointe	11740 Northpointe Blvd	Tomball	1,152	Tomball	280	326,500	28	2013
10	Augusta Meadows	24215 Kuykendahl Rd	Tomball	868	Klein	264	233,293	11	2008
11	Camden Northpointe	11743 Northpointe Blvd	Tomball	941	Tomball	384	360,900	16	2007
12	The Cape	10810 Spring Cypress Rd	Tomball	769	Klein	228	177,104	11	2006
13	Fountains of Tomball	1011 Village Square Dr	Tomball	885	Tomball	160	141,584	8	1999
14	Park at Spring Creek	29807 Tomball Pky	Tomball	733	Tomball	252	199,479	17	1999
15	Crossings at Cherry	1100 S Cherry St	Tomball	1,123	Tomball	124	139,968	31	1998
16	Cobble Creek Apartments	920 Lawrence St	Tomball	781	Tomball	168	130,768	8	1984
17	Marymont Apartments	1515 Rudel Dr	Tomball	876	Tomball	128	118,004	11	1984
18	Oak Bend Place	915 Baker Dr	Tomball	890	Tomball	152	146,990	38	1984
19	Hickory Hill	1000 Hicks St	Tomball	709	Tomball	136	96,533	11	1983
20	Lakewood Apartments	11000 Gatesden Dr	Tomball	888	Tomball	256	227,216	19	1980
21	Bridgewater	1110 Graham Dr	Tomball	837	Tomball	206	287,000	17	1978
TOTAL/AVG						5,284			

November 2, 2021

Mr. Sean Ratterree  
CTC Residential  
854 Sprucewood Lane  
Houston, Texas 77024

**RE: Traffic Impact Analysis: Proposed Tomball 360-Unit Multifamily Development  
Northwest Corner, FM 2920 at Tomball Cemetery Road, Tomball, Texas**

Dear Mr. Ratterree:

This letter report presents the analysis and findings of a Traffic Impact Analysis performed by Voigt Associates, Inc. for a proposed 360-unit multifamily development located on the northwest corner of FM 2920 at Tomball Cemetery Road in Tomball, Texas. Exhibit A1 (attached in Appendix A) shows the project location. The proposed site plan is shown as Exhibit A2 (attached). Exhibit A3 shows the site layout on an aerial background, with proposed access points and access restrictions noted. This report is a brief technical memorandum of the results of the assessment and includes study findings and discussion.

### **Description of Development and Access**

The proposed development consists of a 360-unit multifamily development. The analysis assumes the development will be completed in one phase, with construction planned to begin in late-2021 or early-2022 and ready for occupancy in late 2022 or early 2023.

The site features two proposed access driveways. The main, primary driveway is proposed to be located on FM 2920 about 470' west of Tomball Cemetery Road. A secondary, exit only driveway is located on Tomball Cemetery Road about 210' north of FM 2920. The site has about 780 feet of frontage on FM 2920 and 340' of frontage on Tomball Cemetery Road.

The site plan is conceptual in nature, but the main driveway is recommended to be at least 35' wide with 20' radii (but if divided 50' wide with 8' raised median and 20' radii). The secondary exit-only driveway is recommended to be 24' width with 15' radii.

There does not appear to be any sight distance restrictions at the proposed driveway locations on FM 2920 and Tomball Cemetery Road. Site engineers should ensure that sight triangles are not blocked with any signing, landscaping, or other structures at the site driveways.

### **Study Area and Land Use**

A description of each of the major study roadways is as follows:

- Along the southern site frontage, FM 2920 is a five-lane undivided asphalt roadway with 12' wide travel lanes and a 10' paved shoulder. The roadway has two lanes in each direction of travel with center two-way left turn lane. The posted speed limit within the study area is 50 mph. Existing pavement condition and markings along the site frontage are in good condition. There is a TxDOT project to widen FM 2920 in the next five to ten years (CSJ 294-10-1028).



# Voigt Associates, Inc.

Professional Traffic Engineers  
Texas Registered Firm F-5333

Mr. Sean Ratterree  
November 2, 2021  
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- Along the eastern site frontage, Tomball Cemetery Road is a two-lane asphalt roadway with 11' wide travel lanes. Tomball Cemetery Road is stop-controlled on approach to FM 2920.

The existing land use at the site is undeveloped land. Surrounding the site, the land use is large lot residential and agricultural in nature. Appendix E, attached, shows photographs of study area roadways near the proposed development site.

## **Data Collection**

For this engineering study assessment, video-based turning movement counts were collected on Wednesday, October 13, 2021, from 6:00 AM to 7:00 PM at the intersection of FM 2920 at Tomball Cemetery Road/Treichel Road. A growth factor of 1% per year was used to estimate future traffic volumes for the build-out year of 2023 even though TxDOT counts on FM 2920 indicate a negative 5-year traffic growth rate of -3.1%. Exhibits A4 and A5 in Appendix A show the existing peak hour turning movement counts at each intersection included in the study. Exhibits A6 and A7 show the projected counts without development in the build-out year.

## **Trip Generation Projections and Trip Distribution**

The Institute of Transportation Engineers' *Trip Generation Manual (11<sup>th</sup> Edition)* was used to estimate trips to the site using land use #221 – Multifamily Housing (Mid-Rise). The estimated trips generated by the development are shown in Table 1. Detailed calculations are found in Table C1 in Appendix C.

**Table 1. Estimated New Trips for the Proposed Development.**

<b>Development Description</b>	<b>Weekday, 24-Hours</b>	<b>AM Peak Hour of Adjacent Roadway</b>	<b>PM Peak Hour of Adjacent Roadway</b>
Multifamily (Mid-Rise)	1670 vehicles (835 entering / 835 exiting)	147 vehicles (34 entering / 113 exiting)	141 vehicles (86 entering / 55 exiting)

Trip distribution percentages for the development were assumed to be:

- 50% to/from the west via FM 2920;
- 48% to/from the east via FM 2920; and
- 2% to/from the north Tomball Cemetery Road.

Trip distribution details are provided in Exhibits A8 (AM Peak Hour) and A9 (PM peak hour) in Appendix A and Table C2 in Appendix C. New site trips are presented in Exhibits A10 and A11 and the estimated build-out year turning movement counts for the study area are shown in Exhibits A12 and A13 for AM and PM peak hours, respectively.

## **Level of Service (LOS) Analysis and Geometric Recommendations**

This traffic impact analysis employed the macroscopic traffic simulation model Synchro 11. All simulations in this study represent the peak 15-minute time periods within any peak hour. The

Mr. Sean Ratterree  
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results from the Synchro simulation give many measures of effectiveness (MOEs), but the most meaningful for this analysis were average vehicle delay and level of service. Table 2 presents the per-vehicle delay thresholds that define each level of service.

**Table 2. LOS Thresholds for Signalized and Unsignalized Intersections.**

Level of Service (LOS)	Signalized Intersections Control Delay Per Vehicle (sec/veh)	Unsignalized Intersections Control Delay Per Vehicle (sec/veh)
<b>A</b>	≤10	0-10
<b>B</b>	>10-20	>10-15
<b>C</b>	>20-35	>15-25
<b>D</b>	>35-55	>25-35
<b>E</b>	>55-80	>35-50
<b>F</b>	>80	>50

An explanation of the concept of level of service is that it is similar to grades in school – A is the best, F the worst. Level of service (LOS) is defined in terms of delay, which is a measure of driver discomfort, frustration, fuel consumption, and lost travel time. LOS at an intersection is directly related to the control delay value, which is the overall delay associated with traffic control at the intersection (e.g., a traffic signal or stop sign). The LOS thresholds are different for signalized intersections as compared to unsignalized intersections, primarily because drivers expect different levels of performance from distinct types of transportation facilities. The expectation is that a signalized intersection is designed to carry higher traffic volumes than a stop-controlled intersection. Thus, a higher level of control delay is acceptable at a signalized intersection for the same level of service. At a two-way stop-controlled intersection, LOS is defined for each minor movement, but not for the intersection as a whole. All traffic simulation output is presented in Appendix D.

The results of the simulation are shown below in Table 3. The project's driveways and study intersections are projected to experience acceptable levels of queue and delay, with LOS D or better expected in the AM and PM peak hours, which is an acceptable condition for suburban environments. No mitigation due to delays or queues appears to be required.

# Voigt Associates, Inc.

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**Table 3. Level of Service Analysis Results.**

Intersection/Scenario	Analysis Method Reported	Traffic Control /Cycle Length (s)	AM Peak Hour										Overall Intersection Delay (s/v)	Overall Intersection LOS
			Eastbound		Westbound		Northbound		Southbound					
			Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS				
1. FM 2920 at Tomball Cemetery Road/Treichel Road														
2021 Existing	HCM 6TH	TWSC	--	--	--	--	21.6	C	18.3	C	21.6	C		
2023 Projected w/o Development	HCM 6TH	TWSC	--	--	--	--	22.0	C	18.6	C	22.0	C		
2023 Projected w/Development	HCM 6TH	TWSC	--	--	--	--	23.2	C	22.9	C	23.2	C		
2. FM 2920 at Main Site Driveway														
2023 Projected w/Development	HCM 6TH	OWSC	--	--	--	--	--	--	23.7	C	23.7	C		
3. Tomball Cemetery Road at Site Driveway (Exit Only)														
2023 Projected w/Development	HCM 6TH	OWSC	8.7	A	--	--	--	--	--	--	8.7	A		

Intersection/Scenario	Analysis Method Reported	Traffic Control /Cycle Length (s)	PM Peak Hour										Overall Intersection Delay (s/v)	Overall Intersection LOS
			Eastbound		Westbound		Northbound		Southbound					
			Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS				
1. FM 2920 at Tomball Cemetery Road/Treichel Road														
2021 Existing	HCM 6TH	TWSC	--	--	--	--	23.7	C	28.0	D	28.0	D		
2023 Projected w/o Development	HCM 6TH	TWSC	--	--	--	--	24.5	C	29.2	D	29.2	D		
2023 Projected w/Development	HCM 6TH	TWSC	--	--	--	--	25.4	D	33.9	D	33.9	D		
2. FM 2920 at Main Site Driveway														
2023 Projected w/Development	HCM 6TH	OWSC	--	--	--	--	--	--	29.1	D	29.1	D		
3. Tomball Cemetery Road at Site Driveway (Exit Only)														
2023 Projected w/Development	HCM 6TH	OWSC	8.5	A	--	--	--	--	--	--	8.5	A		
Signalized	TWSC - two-way stop control													

## Turn Lane Warrants

The proposed main site driveway along FM 2920 was examined for the need for a right turn lane for the development using the Texas Department of Transportation (TxDOT) *Access Management Manual* (July 2011) and *Roadway Design Manual* (July 2020) guidelines. With projected peak hour westbound right turn volumes in the main site driveway of 18 (AM peak hour) and 45 (PM peak hour), the TxDOT 50 turns per hour threshold to warrant construction of a right turn lane is not met. No right turn lane will be required at the main site driveway on FM 2920.

Since FM 2920 has a center two-way left turn lane, a dedicated left turn for the site driveway is not required.

The site driveway to Tomball Cemetery Road is an exit only driveway, so there is no consideration of northbound left turn lane or southbound right turn lane at this driveway.

## Traffic Signal Warrant

As part of this assessment, traffic signal warrants were examined for the intersection of FM 2920 at Tomball Cemetery Road and at FM 2920 at the proposed apartment driveway.

For existing conditions, no warrants for signalization would be met at FM 2920 at Tomball Cemetery Road. For projected conditions with development, no warrants for signalization would be met at FM 2920 at Tomball Cemetery Road. The recommended level of traffic control at FM 2920 at Tomball Cemetery Road is to retain the existing two-way stop control.

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For projected conditions with development at FM 2920 at the proposed apartment driveway, no warrants for signalization would be met. Signalization of either the Tomball Cemetery Road or apartment main driveway is recommended.

## **Conclusions & Discussion**

The analysis investigated the site access, traffic control, and other improvements or operations issues that should be addressed as the development moves forward. The findings and overall recommendations to mitigate the impacts of the proposed multifamily development are as follows:

- Site access to FM 2920:
  - A westbound right turn lane is not warranted;
  - An eastbound left turn lane is provided by the existing two-way left turn lane;
  - The driveway should be stop-controlled on approach to FM 2920;
  - The site plan is conceptual in nature, but the main driveway is recommended to be at least 35' wide with 20' radii (but if divided 50' wide with 8' raised median and 20' radii).
- Site access to Tomball Cemetery Road:
  - This access is planned to be gated and exit-only;
  - A northbound left turn lane is not warranted;
  - A southbound right turn lane is not warranted;
  - The driveway should be stop-controlled on approach to Tomball Cemetery Road; and
  - The secondary exit-only driveway is recommended to be 24' width with 15' radii.
- The existing two-way stop control at FM 2920 and Tomball Cemetery Road is appropriate for existing and proposed conditions with development. A traffic signal is not warranted at this intersection.
- A traffic signal is not warranted at the proposed main site driveway on FM 2920.

Voigt Associates appreciates the opportunity to assist you with this project. If you have any questions about the analysis or the results of this report, please feel free to contact me at 832-264-0429.

Sincerely,



Anthony Voigt, P.E., PTOE  
Principal

## Attachments:

- Appendix A. Exhibits
- Appendix B. Traffic Data
- Appendix C. Trip Generation/Distribution Calculations
- Appendix D. Traffic Simulation Output
- Appendix E. Roadway Photographs





## **Appendix A. Exhibits**

Exhibit A1.	Site Location Map
Exhibit A2.	Proposed Site Plan
Exhibit A3.	Proposed Site Plan on Aerial Background
Exhibit A4.	2021 AM Peak Hour Existing Traffic Volumes
Exhibit A5.	2021 PM Peak Hour Existing Traffic Volumes
Exhibit A6.	2023 AM Peak Hour Projected Traffic Volumes w/o Development
Exhibit A7.	2023 PM Peak Hour Projected Traffic Volumes w/o Development
Exhibit A8.	Trip Distribution Percentages – AM Peak Hour
Exhibit A9.	Trip Distribution Percentages – PM Peak Hour
Exhibit A10.	AM Peak Hour New Site Trips
Exhibit A11.	PM Peak Hour New Site Trips
Exhibit A12.	2023 AM Peak Hour Projected Traffic Volumes w/Development
Exhibit A13.	2023 PM Peak Hour Projected Traffic Volumes w/Development

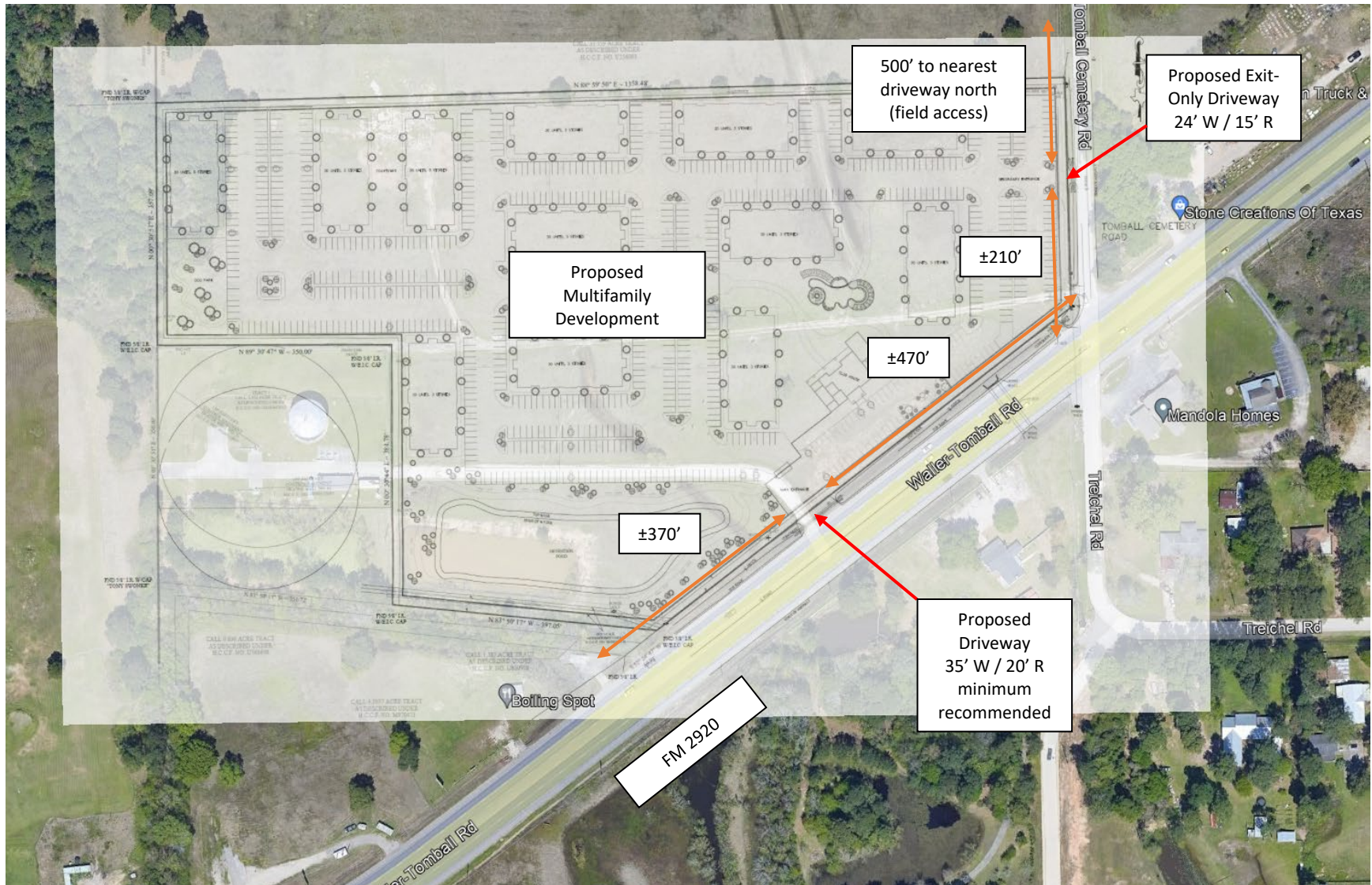


**Exhibit A1. Site Location Map – Regional Aerial.**  
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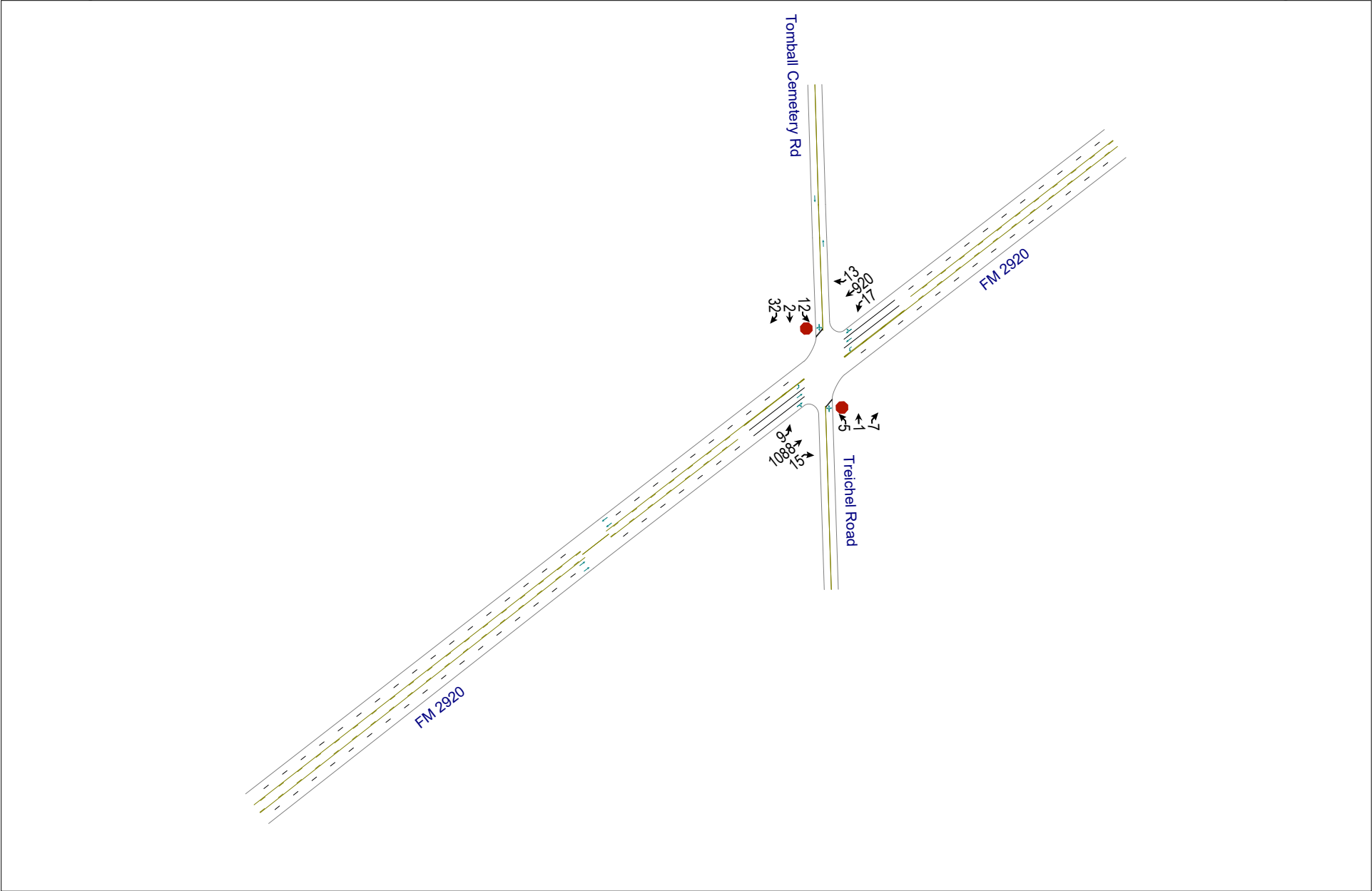




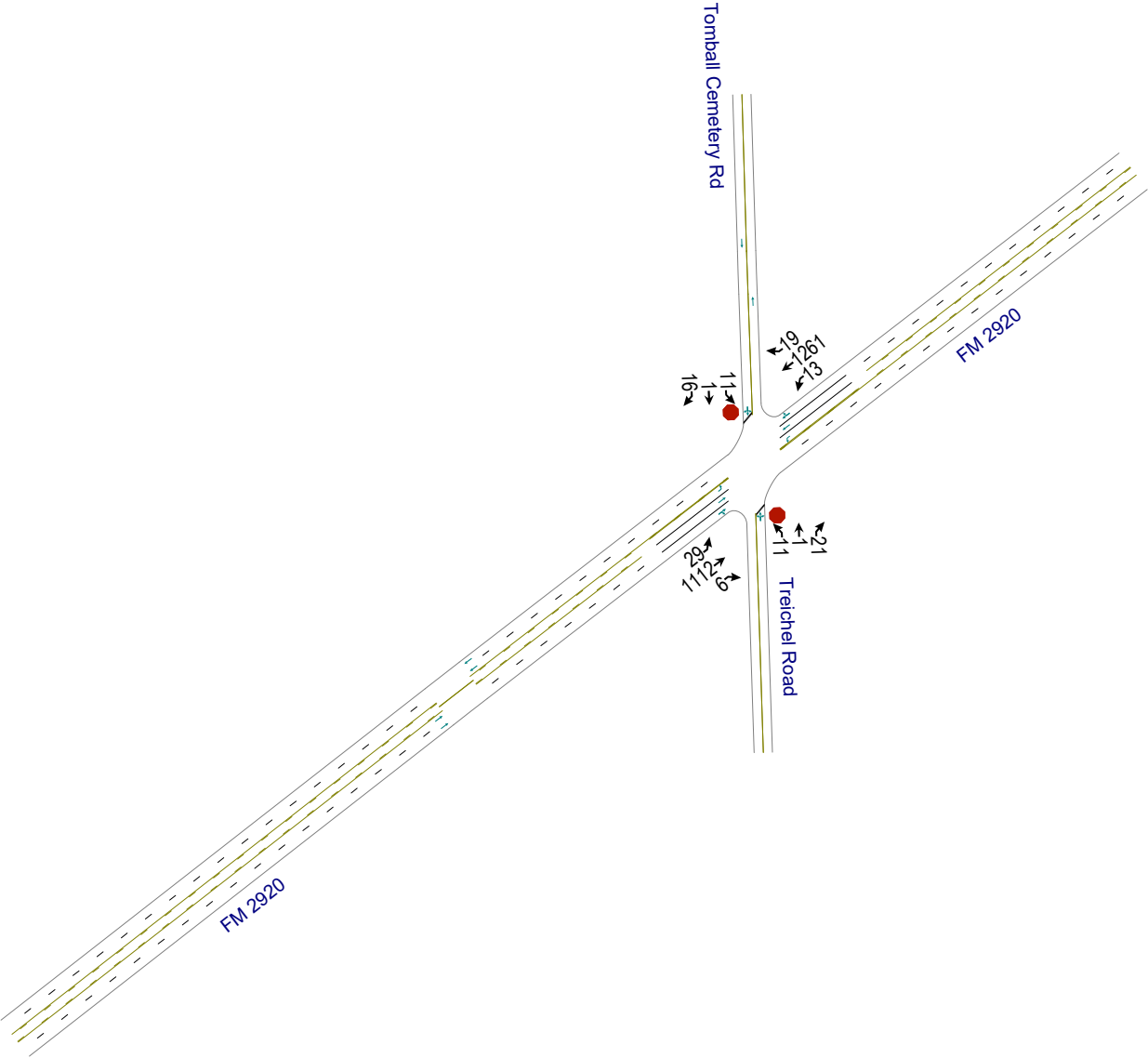
**Exhibit A3. Proposed Site Layout on Aerial Background.**

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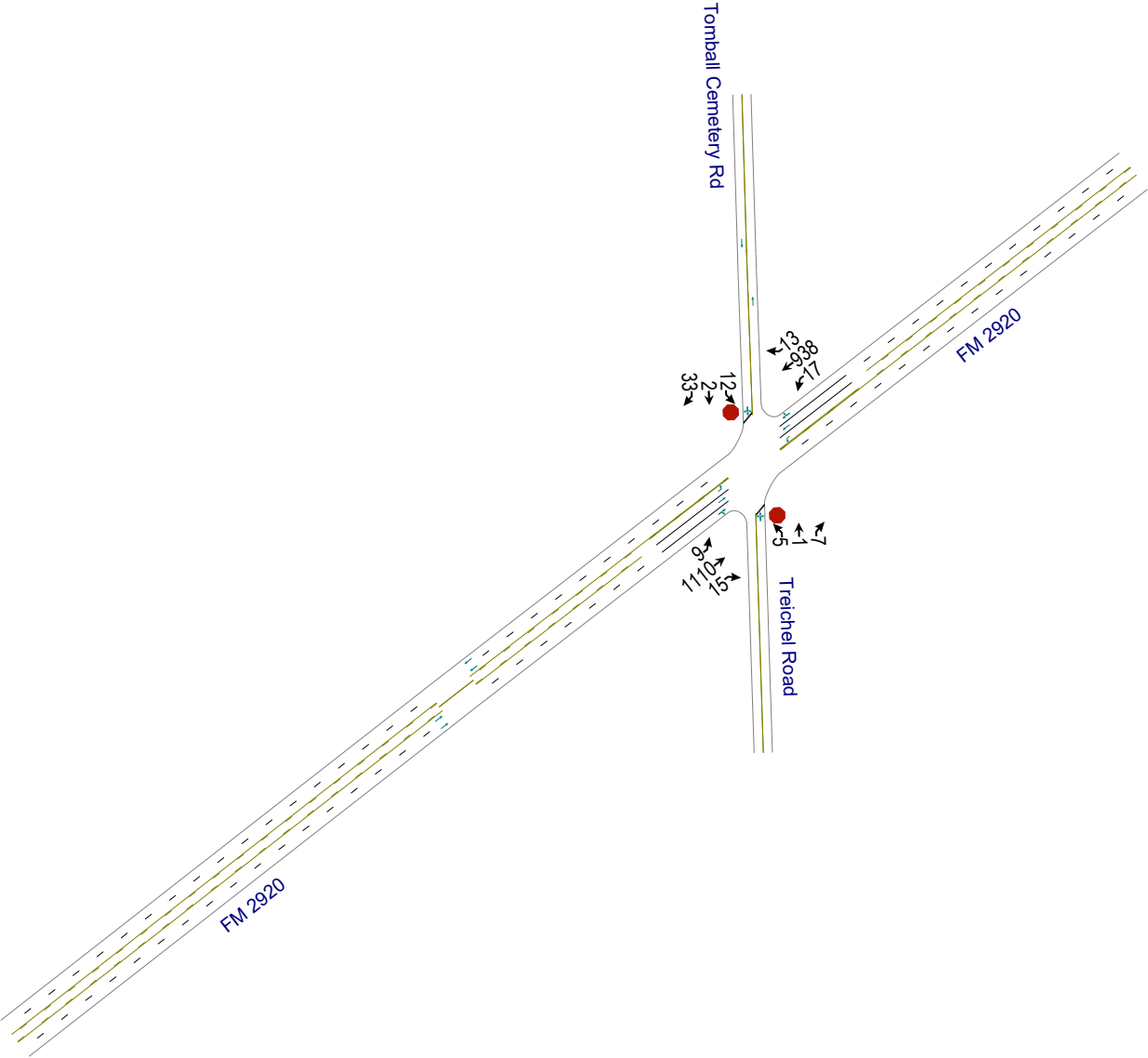




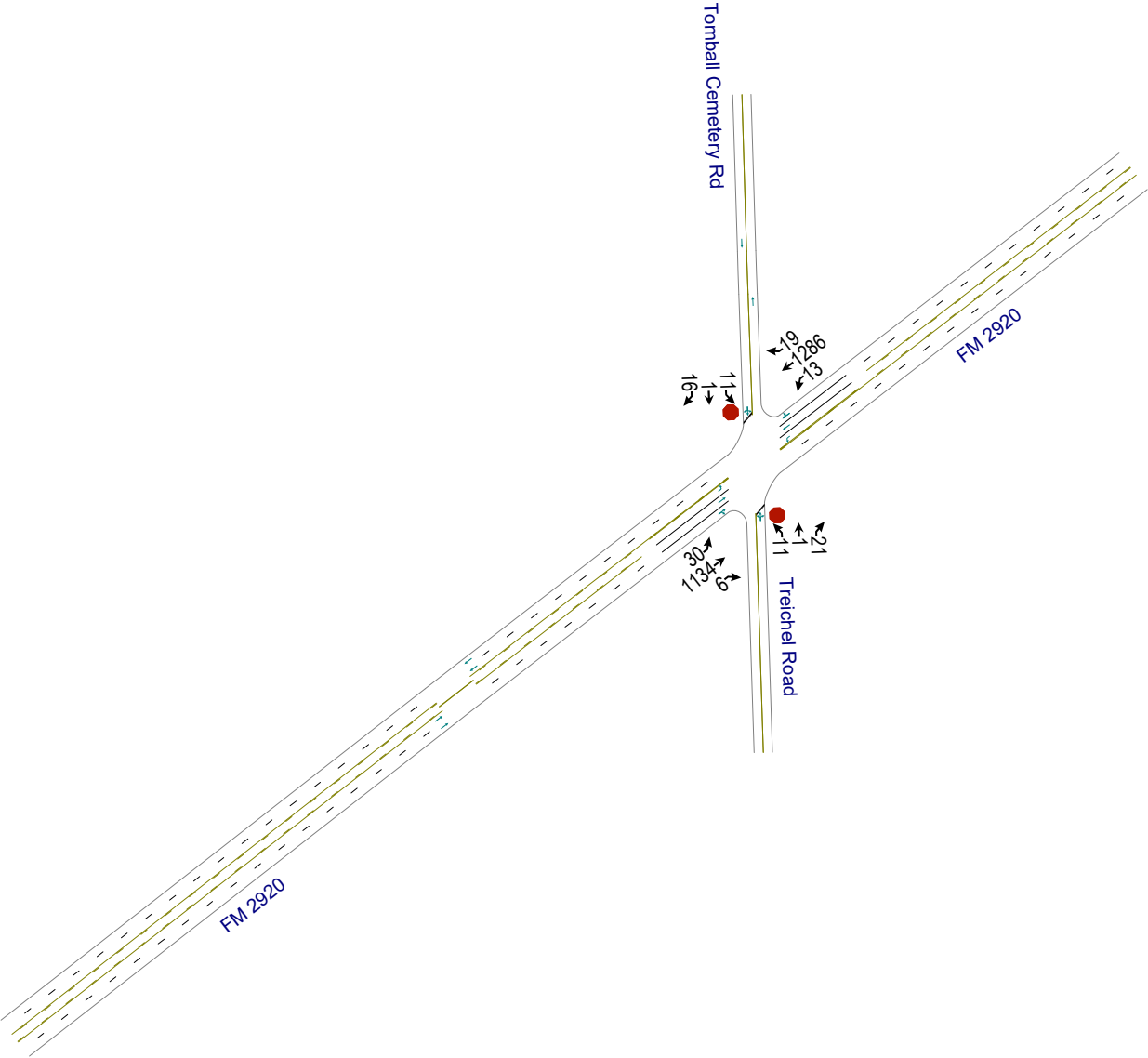
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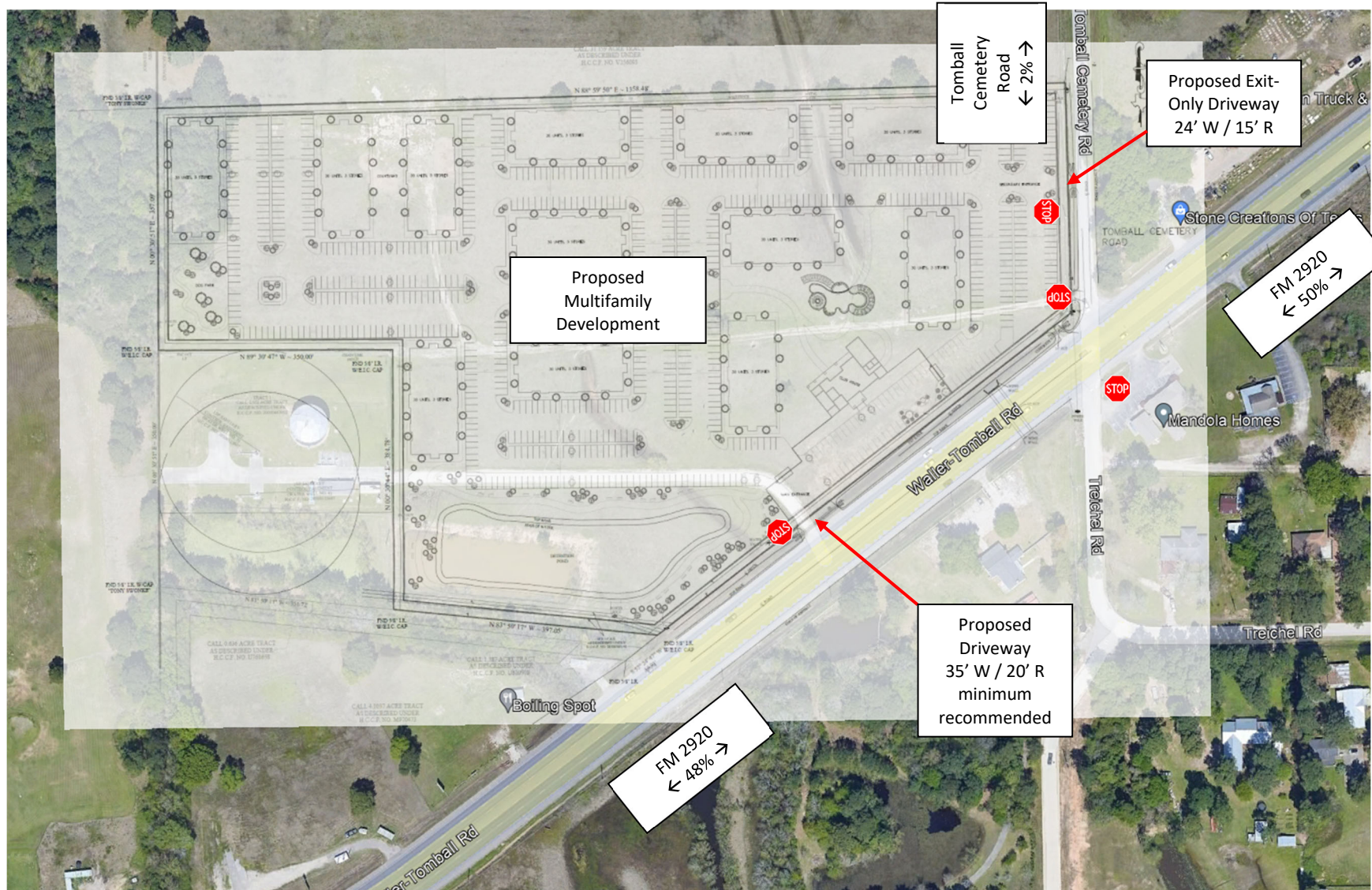


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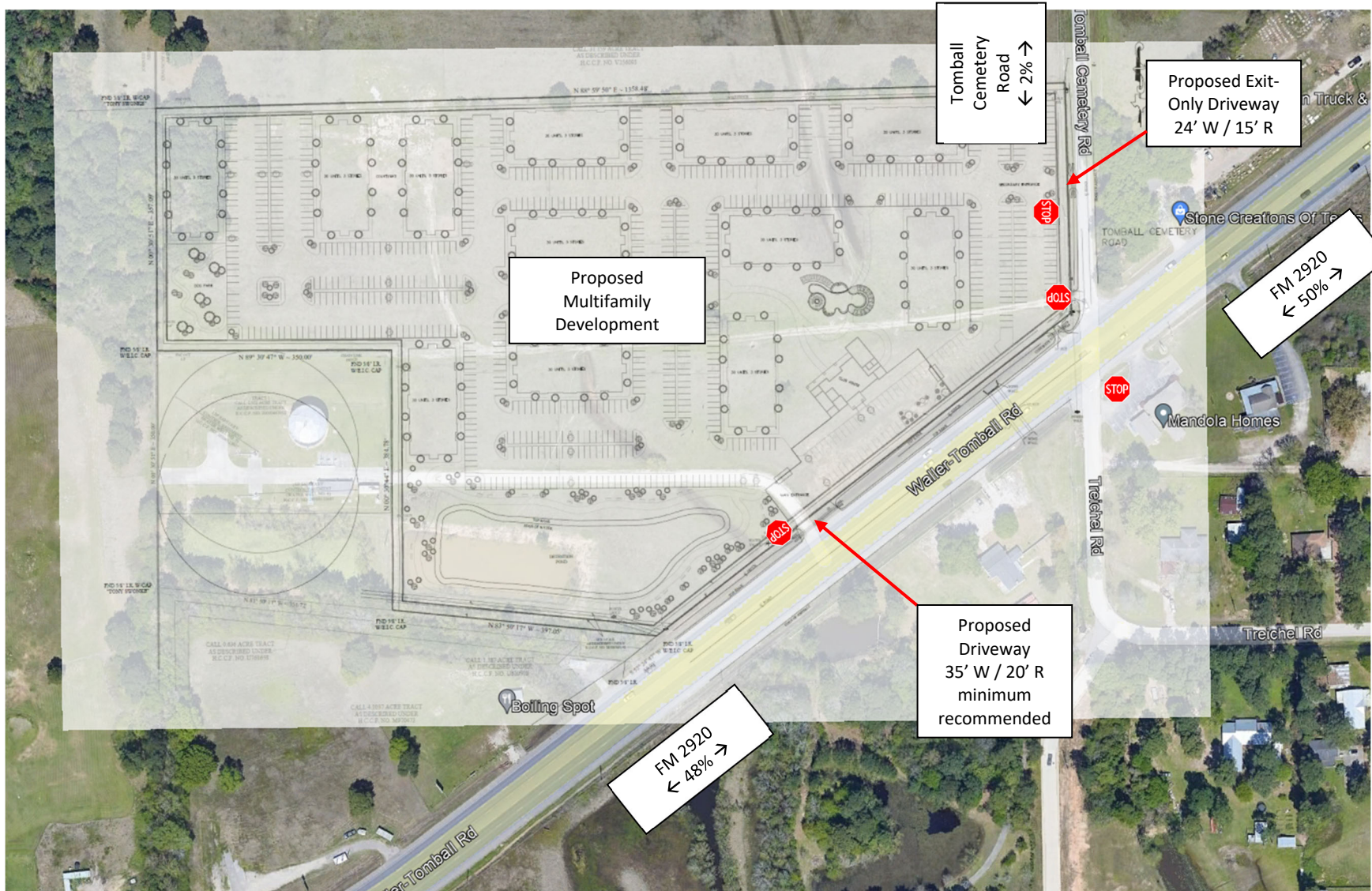




**Exhibit A8. Trip Distribution Percentages – AM Peak Hour.**

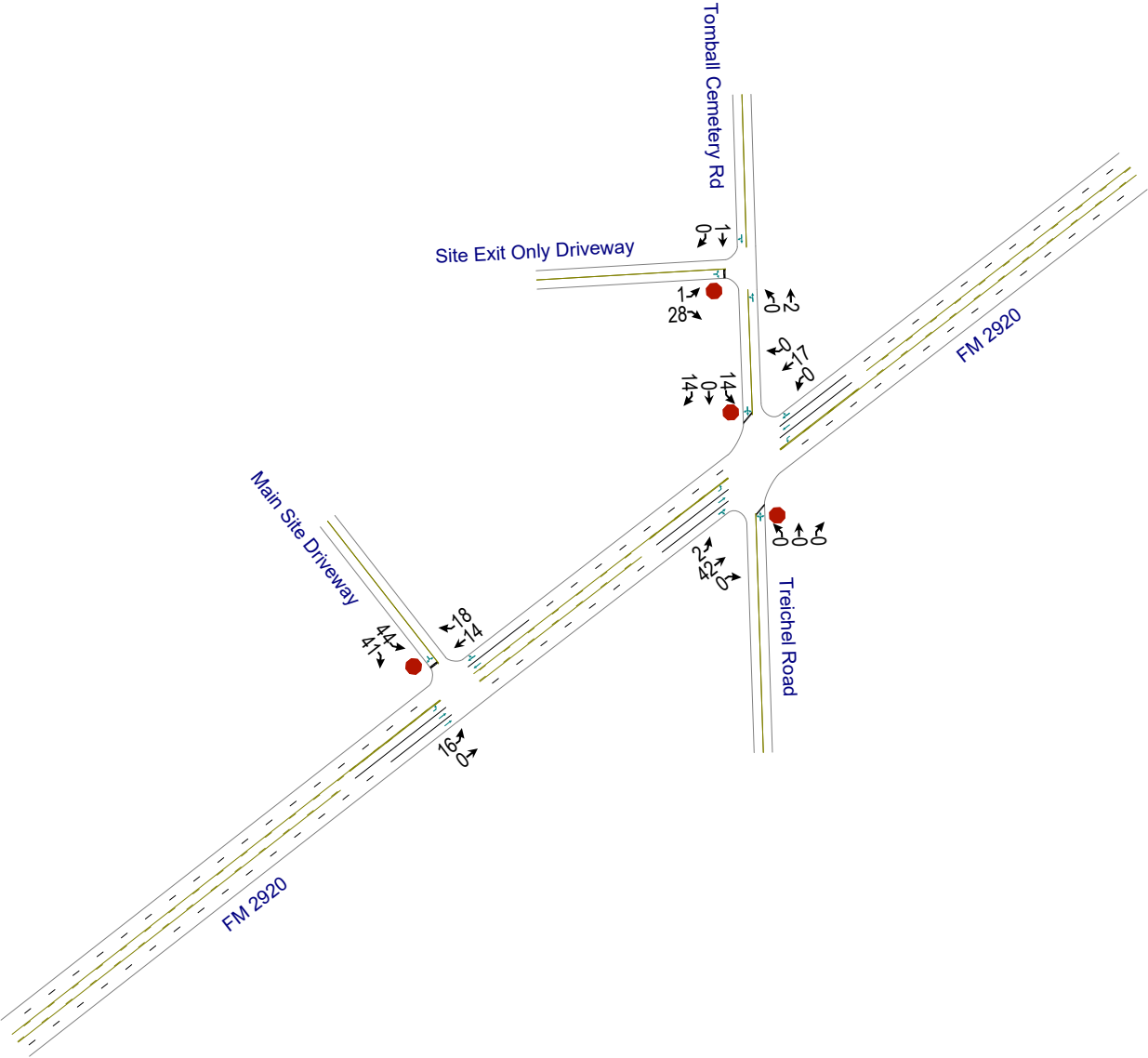
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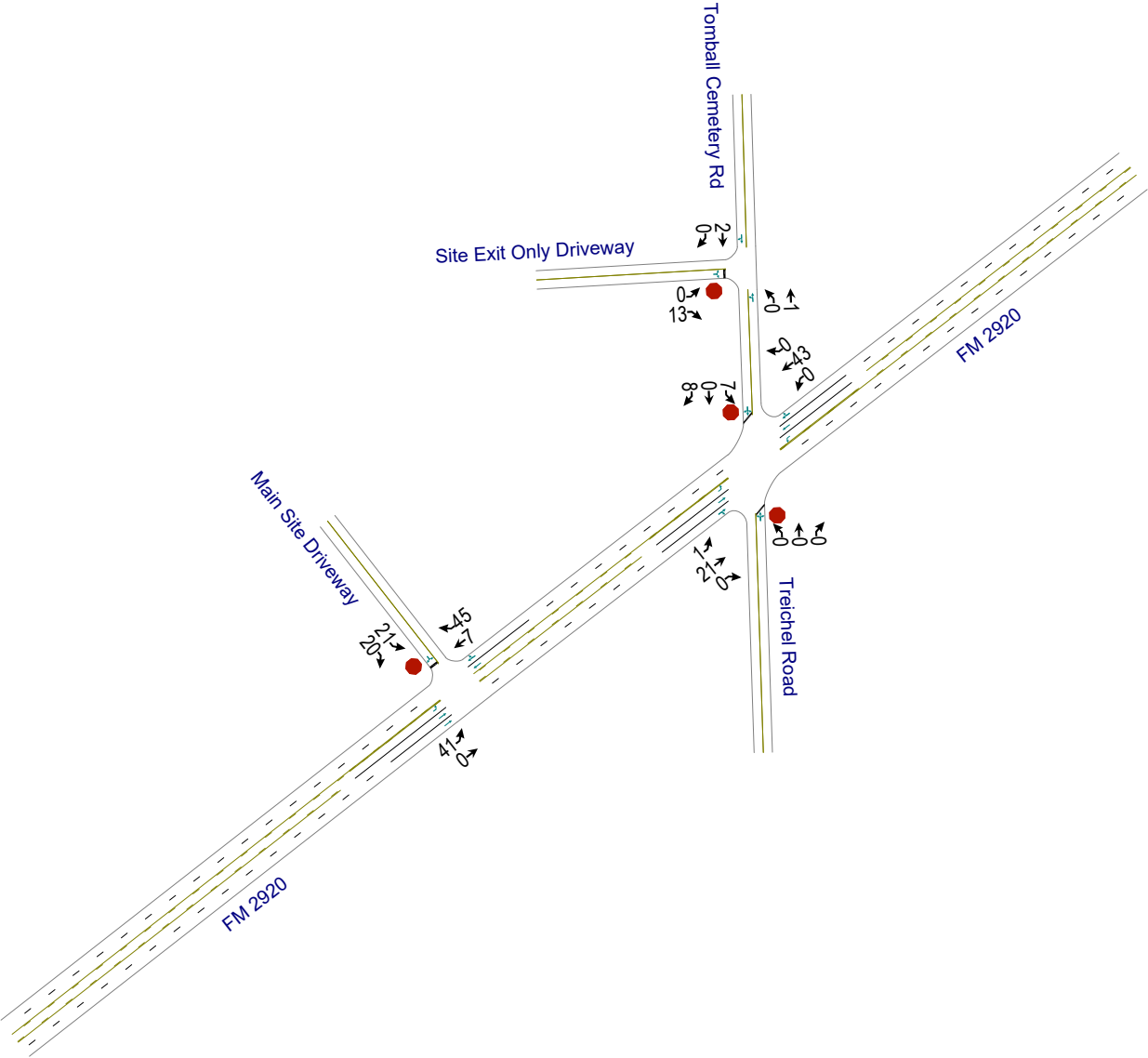




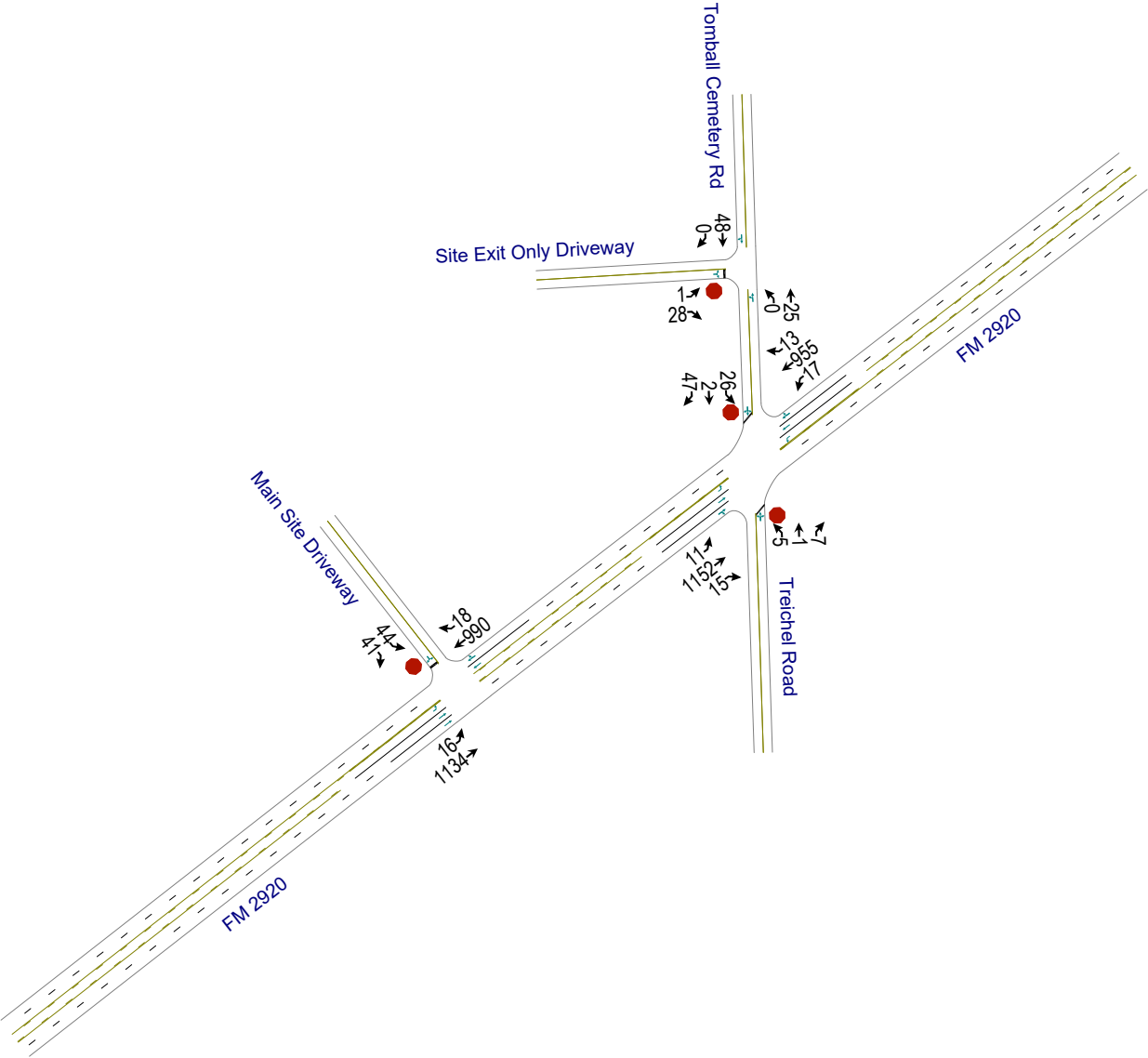
**Exhibit A9. Trip Distribution Percentages – PM Peak Hour.**

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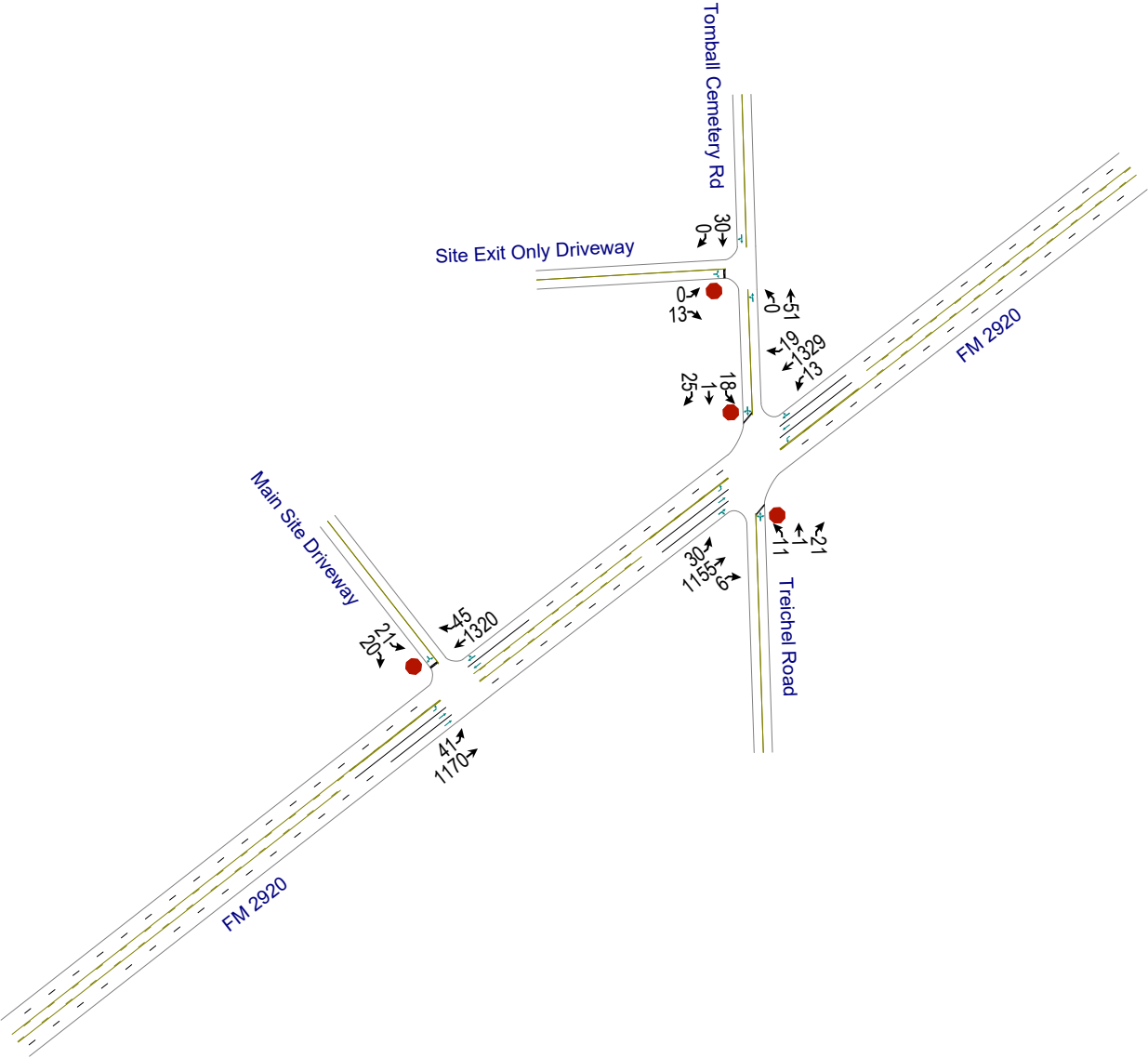








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## Appendix B. Traffic Data

**Vehicle/Pedestrian Turning Movement Count**  
**FM 2920 at Tomball Cemetery Road**  
**Wednesday, October 13, 2021**

Time Begin	Eastbound FM 2920				Westbound FM 2920				Northbound Treichel Road				Southbound Tomball Cemetery Road				15-min Vehicle Total	Peds (crossing XB approach)							
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		EB-CW	EB-CCW	WB-CW	WB-CCW	NB-CW	NB-CCW	SB-CW	SB-CCW
06:00	2	126	5	0	2	78	2	0	1	0	5	0	3	0	2	0	226	0	0	0	0	0	0	0	0
06:15	1	174	1	0	1	120	0	0	1	0	1	0	2	0	1	0	302	0	0	0	0	0	0	0	0
06:30	2	288	4	0	1	124	1	0	2	1	3	0	3	0	3	0	432	0	0	0	0	0	0	0	0
06:45	4	293	2	0	3	151	1	0	2	1	6	0	2	0	1	0	466	0	0	0	0	0	0	0	0
07:00	3	219	3	0	4	193	2	0	2	0	1	0	6	0	3	0	436	0	0	0	0	0	0	0	0
07:15	1	268	3	0	2	232	1	0	0	0	3	0	3	0	7	0	520	0	0	0	0	0	0	0	0
07:30	1	260	3	0	3	260	4	0	0	0	1	0	5	0	8	0	545	0	0	0	0	0	0	0	0
07:45	3	278	5	0	10	241	5	0	1	3	0	0	4	0	9	0	559	0	0	0	0	0	0	0	0
08:00	1	269	3	0	1	205	2	0	1	0	0	0	2	2	7	0	493	0	0	0	0	0	0	0	0
08:15	4	281	4	0	3	214	2	0	4	0	3	0	1	0	8	0	524	0	0	0	0	0	0	0	0
08:30	8	307	4	0	3	186	5	0	2	0	1	0	4	1	5	0	526	0	0	0	0	0	0	0	0
08:45	3	321	2	0	1	167	2	0	2	0	2	0	2	2	2	0	506	0	0	0	0	0	0	0	0
09:00	3	251	3	0	0	140	4	0	2	0	2	0	3	2	3	0	413	0	0	0	0	0	0	0	0
09:15	2	233	1	0	0	166	1	0	3	0	1	0	5	0	5	0	417	0	0	0	0	0	0	0	0
09:30	1	216	1	0	2	177	2	0	3	1	0	0	1	0	2	0	406	0	0	0	0	0	0	0	0
09:45	0	233	2	0	0	158	1	0	0	1	0	0	4	0	1	0	400	0	0	0	0	0	0	0	0
10:00	1	196	1	0	0	196	1	0	5	0	0	0	1	0	3	0	404	0	0	0	0	0	0	0	0
10:15	1	223	0	0	1	168	5	0	2	0	1	0	4	0	2	0	407	0	0	0	0	0	0	0	0
10:30	1	212	1	0	0	167	2	0	2	0	0	0	4	0	6	0	395	0	0	0	0	0	0	0	0
10:45	1	223	3	0	0	166	2	0	0	0	1	0	4	0	0	0	400	0	0	0	0	0	0	0	0
11:00	0	215	1	0	4	198	2	0	2	0	1	0	1	1	3	0	428	0	0	0	0	0	0	0	0
11:15	1	246	2	0	5	189	5	0	1	0	1	0	2	0	2	0	454	0	0	0	0	0	0	0	0
11:30	4	219	3	0	0	200	2	0	2	0	5	0	4	0	3	0	442	0	0	0	0	0	0	0	0
11:45	2	258	3	0	2	223	5	0	2	0	1	0	3	0	5	0	504	0	0	0	0	0	0	0	0
12:00	2	216	3	0	5	232	7	0	1	0	8	0	7	1	15	0	497	0	0	0	0	0	0	0	0
12:15	1	201	2	0	4	276	5	0	2	0	4	0	2	0	2	0	499	0	0	0	0	0	0	0	0
12:30	1	199	1	0	3	236	3	0	4	0	3	0	7	0	5	0	462	0	0	0	0	0	0	0	0
12:45	4	212	1	0	3	258	3	0	2	0	1	0	4	1	4	0	493	0	0	0	0	0	0	0	0
13:00	2	227	4	0	1	215	6	0	0	0	1	0	2	0	1	0	459	0	0	0	0	0	0	0	0
13:15	8	223	1	0	2	295	2	0	1	2	2	0	5	0	4	0	545	0	0	0	0	0	0	0	0
13:30	1	263	0	0	3	253	6	0	2	0	2	0	1	0	2	0	533	0	0	0	0	0	0	0	0
13:45	3	237	1	0	1	220	2	0	1	2	1	0	4	0	3	0	475	0	0	0	0	0	0	0	0
14:00	3	229	2	0	0	238	5	0	1	0	5	0	6	0	3	0	492	0	0	0	0	0	0	0	0
14:15	3	220	5	0	1	295	1	0	2	0	4	0	2	0	2	0	535	0	0	0	0	0	0	0	0
14:30	4	230	1	0	3	258	5	0	4	0	5	0	5	0	4	0	519	0	0	0	0	0	0	0	0
14:45	6	212	2	0	2	295	2	0	4	0	1	0	3	2	4	0	533	0	0	0	0	0	0	0	0
15:00	4	223	3	0	7	319	6	0	2	0	4	0	7	2	7	0	584	0	0	0	0	0	0	0	0
15:15	5	245	2	0	1	300	4	0	7	0	3	0	3	0	6	0	576	0	0	0	0	0	0	0	0
15:30	4	257	1	1	3	329	8	0	4	0	1	0	6	1	4	0	618	0	0	0	0	0	0	0	0
15:45	6	226	1	0	3	305	2	0	2	0	3	0	8	1	5	0	562	0	0	0	0	0	0	0	0
16:00	6	263	6	0	3	313	3	0	0	1	4	0	4	0	3	0	606	0	0	0	0	0	0	0	0
16:15	7	291	6	0	7	289	5	0	0	2	7	0	4	0	3	1	621	0	0	0	0	0	0	0	0
16:30	10	252	2	0	3	308	6	0	1	0	4	0	2	0	4	0	592	0	0	0	0	0	0	0	0
16:45	4	275	2	0	2	315	3	0	1	0	2	0	4	0	6	0	614	0	0	0	0	0	0	0	0
17:00	9	282	2	0	6	308	5	0	6	1	13	0	4	1	3	0	640	0	0	0	0	0	0	0	0
17:15	6	303	0	0	2	330	5	0	3	0	2	0	1	0	3	0	655	0	0	0	0	0	0	0	0
17:30	9	275	0	0	3	211	7	0	3	0	3	0	2	2	6	0	521	0	0	0	0	0	0	0	0
17:45	6	260	2	0	1	236	3	0	2	0	1	0	3	0	6	0	520	0	0	0	0	0	1	0	0
18:00	0	244	1	0	0	268	7	0	2	0	1	0	4	0	15	0	542	0	0	0	0	0	0	0	0
18:15	3	307	2	0	2	285	6	1	4	1	1	0	3	0	7	0	621	0	0	0	0	0	0	0	0
18:30	0	217	2	0	3	253	6	0	2	0	0	0	7	0	2	0	492	0	0	0	0	0	0	0	0
18:45	2	212	2	0	0	242	1	0	1	0	0	0	5	0	4	0	469	0	0	0	0	0	0	0	0
13-Hour Total	169	12610	117	1	122	12001	183	1	105	14	128	0	188	19	224	1	25880								

Peak Hour Total	Eastbound FM 2920				Westbound FM 2920				Northbound Treichel Road				Southbound Tomball Cemetery Road				Hour Vehicle Total	Peds							
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		EB-CW	EB-CCW	WB-CW	WB-CCW	NB-CW	NB-CCW	SB-CW	SB-CCW
7:30-8:30	9	1088	15	0	17	920	13	0	5	1	7	0	12	2	32	0	2121	0	0	0	0	0	0	0	0
16:30-17:30	29	1112	6	0	13	1261	19	0	11	1	21	0	11	1	16	0	2501	0	0	0	0	0	0	0	0



## Appendix C. Trip Generation/Distribution Calculations

Table C1. Trip Generation Calculations

Trip Rates															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Rate*	Percent		Trip Rate*	Percent		Trip Rate*	Percent	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
The Village at Kyle	221	Multifamily Housing (Mid-Rise)	Dwelling Unit	360.000		24/AM	4.54	50%	50%	0.37	23%	77%	0.39	61%	39%
Trip End Calculations															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
The Village at Kyle	221	Multifamily Housing (Mid-Rise)	Dwelling Unit	360.000	0	24/AM	1,671	835	835	147	34	113	141	86	55
Trip End Totals															
Trip Totals							Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
							1,671	835	835	147	34	113	141	86	55

\*trip estimates subject to roundoff error

Trip Adjustment Factors		
Adjustment Factor	Time Period	Factor
Internal Capture Rates:		
	Weekday	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%
Pass-By Trips:		
	Weekday	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%

Trip Totals									
Trip Type	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
	Total Trips	Trips*		Total Trips	Trips*		Total Trips	Trips*	
		Entering	Exiting		Entering	Exiting		Entering	Exiting
Total Trips, Pre-Capture/Pass-By:	1,671	835	835	147	34	113	141	86	55
Total Trips, Captured Within Development:	-	-	-	-	-	-	-	-	-
Total Trips, New & Pass-By	1,671	835	835	147	34	113	141	86	55
Total Trips, Pass-By, Existing on Roadway Network:	-	-	-	-	-	-	-	-	-
Total Trips, New on Roadway Network:	1,671	835	835	147	34	113	141	86	55

\*trip estimates subject to roundoff error

Table C2. Trip Distribution

GLOBAL ORIGINS/DESTINATIONS								
Origins-Peak Hour Volume			Destinations-Peak Hour Volume					
From FM 2920, East of Tomball Cemetery Road	AM	PM		AM	PM			
	950	1293		1107	1144			
From FM 2920, West of Site	1112	1147		957	1288			
From Tomball Cemetery Road, North of Site	46	28		To Tomball Cemetery Road, North of Site	23	49		
From Treichel Road, South of Site	13	33		To Treichel Road, South of Site	34	20		
TRIP DISTRIBUTION (NEW TRIPS)								
FROM (ENTERING DEVELOPMENT)	Existing Total Volume AM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	AM Peak Development Volume*	Existing Total Volume PM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	PM Peak Development Volume*
From FM 2920, East of Tomball Cemetery Road	950	50.0%	44.8%	17	1293	50.0%	51.7%	43
From FM 2920, West of Site	1112	48.0%	52.4%	16	1147	48.0%	45.9%	41
From Tomball Cemetery Road, North of Site	46	2.0%	2.2%	1	28	2.0%	1.1%	2
From Treichel Road, South of Site	13	0.0%	0.6%	0	33	0.0%	1.3%	0
Total	2121	100.0%	100.0%	34	2501	100.0%	100.0%	86
TO (EXITING DEVELOPMENT)	Existing Total Volume AM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	AM Peak Development Volume*	Existing Total Volume PM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	PM Peak Development Volume*
To FM 2920, East of Tomball Cemetery Road	1107	50.0%	52.2%	57	1144	50.0%	45.7%	27
To FM 2920, West of Site	957	48.0%	45.1%	54	1288	48.0%	51.5%	26
To Tomball Cemetery Road, North of Site	23	2.0%	1.1%	2	49	2.0%	2.0%	1
To Treichel Road, South of Site	34	0.0%	1.6%	0	20	0.0%	0.8%	0
Total	2121	100.0%	100.0%	113	2501	100.0%	100.0%	55
*Development volumes and sum totals rounded to whole vehicles								

\*Development volumes and sum totals rounded to whole vehicles

TRIP DISTRIBUTION DETAILS - NEW TRIPS											
FROM (ENTERING DEVELOPMENT)	ROUTE (ENTERING DEVELOPMENT)							AM PEAK HOUR Vehicles	PM PEAK HOUR Vehicles	AM PEAK HOUR Percent of Entering Vehicles	PM PEAK HOUR Percent of Entering Vehicles
	AM Percent Dist.	PM Percent Dist.	Int01: FM 2920 at Tomball Cmtry	Int02: FM 2920 at Site Driveway	Int03: Tomball Cmtry at Site Dwy						
From FM 2920, East of Tomball Cemetery Road											
via FM 2920 at Main Entrance (2)	100.0%	100.0%	WBT	WBR				17	43	50.00%	50.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%	WBR		NBL			0	0	0.00%	0.00%
From FM 2920, West of Site											
via FM 2920 at Main Entrance (2)	100.0%	100.0%		EBL				16	41	48.00%	48.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%	EBL	EBT	NBL			0	0	0.00%	0.00%
From Tomball Cemetery Road, North of Site											
via FM 2920 at Main Entrance (2)	100.0%	100.0%	SBR	WBR	SBT			1	2	2.00%	2.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%			SBR			0	0	0.00%	0.00%
From Treichel Road, South of Site											
via FM 2920 at Main Entrance (2)	100.0%	100.0%	NBL	WBR				0	0	0.00%	0.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%	NBT		NBL			0	0	0.00%	0.00%
TO (EXITING DEVELOPMENT)	ROUTE (EXITING DEVELOPMENT)							AM PEAK HOUR Vehicles	PM PEAK HOUR Vehicles	AM PEAK HOUR Percent of Exiting Vehicles	PM PEAK HOUR Percent of Exiting Vehicles
	AM Percent Dist.	PM Percent Dist.	Int01: FM 2920 at Tomball Cmtry	Int02: FM 2920 at Site Driveway	Int03: Tomball Cmtry at Site Dwy						
To FM 2920, East of Tomball Cemetery Road											
via FM 2920 at Main Entrance (2)	75.0%	75.0%	EBT	SBL				42	21	37.50%	37.50%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%	SBL		EBR			14	7	12.50%	12.50%
To FM 2920, West of Site											
via FM 2920 at Main Entrance (2)	75.0%	75.0%		SBR				41	20	36.00%	36.00%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%	SBR	WBT	EBR			14	7	12.00%	12.00%
To Tomball Cemetery Road, North of Site											
via FM 2920 at Main Entrance (2)	75.0%	75.0%	EBL	SBL	NBT			2	1	1.50%	1.50%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%			EBL			1	0	0.50%	0.50%
To Treichel Road, South of Site											
via FM 2920 at Main Entrance (2)	75.0%	75.0%	EBR	SBL				0	0	0.00%	0.00%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%	SBT		EBR			0	0	0.00%	0.00%

Table C3. Existing (2021) Peak Hour Turning Movement Counts

## 1. FM 2920 at Tomball Cemetery Road/Treichel Road

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	9	1088	15	0	17	920	13	0	5	1	7	0	12	2	32	0
PM Peak	29	1112	6	0	13	1261	19	0	11	1	21	0	11	1	16	0

## 2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak		1112				957										
PM Peak		1147				1288										

## 3. Tomball Cemetery Road at Site Driveway (Exit Only)

	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak										23				46		
PM Peak										49				28		

Table C4. Projected 2023 Peak Hour Turning Movement Counts (without development)

## 1. FM 2920 at Tomball Cemetery Road/Treichel Road

Adjustment Factor: 1.020

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	9	1110	15	0	17	938	13	0	5	1	7	0	12	2	33	0
PM Peak	30	1134	6	0	13	1286	19	0	11	1	21	0	11	1	16	0

## 2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	0	1134	0	0	0	976	0	0	0	0	0	0	0	0	0	0
PM Peak	0	1170	0	0	0	1314	0	0	0	0	0	0	0	0	0	0

## 3. Tomball Cemetery Road at Site Driveway (Exit Only)

	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	0	0	0	0	0	0	0	0	0	23	0	0	0	47	0	0
PM Peak	0	0	0	0	0	0	0	0	0	50	0	0	0	29	0	0

Table C5-A. Projected Peak Hour New Site Trips

## 1. FM 2920 at Tomball Cemetery Road/Treichel Road

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	2	42	0	0	0	17	0	0	0	0	0	0	14	0	14	0
PM Peak	1	21	0	0	0	43	0	0	0	0	0	0	7	0	8	0

## 2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	16	0	0	0	0	14	18	0	0	0	0	0	44	0	41	0
PM Peak	41	0	0	0	0	7	45	0	0	0	0	0	21	0	20	0

## 3. Tomball Cemetery Road at Site Driveway (Exit Only)

	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	1	0	28	0	0	0	0	0	0	2	0	0	0	1	0	0
PM Peak	0	0	13	0	0	0	0	0	0	1	0	0	0	2	0	0

Table C6. Projected 2023 Peak Hour Turning Movement Counts (w/development)

## 1. FM 2920 at Tomball Cemetery Road/Treichel Road

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	11	1152	15	0	17	955	13	0	5	1	7	0	26	2	47	0
PM Peak	30	1155	6	0	13	1329	19	0	11	1	21	0	18	1	25	0

## 2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	16	1134	0	0	0	990	18	0	0	0	0	0	44	0	41	0
PM Peak	41	1170	0	0	0	1320	45	0	0	0	0	0	21	0	20	0

## 3. Tomball Cemetery Road at Site Driveway (Exit Only)



















	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	1	0	28	0	0	0	0	0	0	25	0	0	0	48	0	0
PM Peak	0	0	13	0	0	0	0	0	0	51	0	0	0	30	0	0



## Appendix D. Traffic Simulation Output

Lanes, Volumes, Timings  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2021 AM Peak Hour  
Existing Conditions

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	9	1088	15	17	920	13	5	1	7	12	2	32
Future Volume (vph)	9	1088	15	17	920	13	5	1	7	12	2	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.927			0.906	
Flt Protected	0.950			0.950				0.981			0.987	
Satd. Flow (prot)	1770	3532	0	1770	3532	0	0	1694	0	0	1666	0
Flt Permitted	0.950			0.950				0.981			0.987	
Satd. Flow (perm)	1770	3532	0	1770	3532	0	0	1694	0	0	1666	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	9	1145	16	18	968	14	5	1	7	13	2	34
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	1161	0	18	982	0	0	13	0	0	49	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized







Intersection Capacity Utilization 40.6%

ICU Level of Service A

Analysis Period (min) 15

HCM 6th TWSC  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2021 AM Peak Hour  
Existing Conditions

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	1088	15	17	920	13	5	1	7	12	2	32
Future Vol, veh/h	9	1088	15	17	920	13	5	1	7	12	2	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	1145	16	18	968	14	5	1	7	13	2	34



















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	982	0	0	1161	0	0	1692	2189	581	1602	2190	491
Stage 1	-	-	-	-	-	-	1171	1171	-	1011	1011	-
Stage 2	-	-	-	-	-	-	521	1018	-	591	1179	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	699	-	-	597	-	-	60	45	457	71	45	523
Stage 1	-	-	-	-	-	-	205	265	-	257	315	-
Stage 2	-	-	-	-	-	-	507	313	-	460	262	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	699	-	-	597	-	-	54	43	457	67	43	523
Mov Cap-2 Maneuver	-	-	-	-	-	-	147	146	-	173	142	-
Stage 1	-	-	-	-	-	-	202	262	-	254	306	-
Stage 2	-	-	-	-	-	-	457	304	-	445	259	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.2			21.6			18.3		
HCM LOS							C			C		







Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	231	699	-	-	597	-	-	318
HCM Lane V/C Ratio	0.059	0.014	-	-	0.03	-	-	0.152
HCM Control Delay (s)	21.6	10.2	-	-	11.2	-	-	18.3
HCM Lane LOS	C	B	-	-	B	-	-	C
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0.5

Lanes, Volumes, Timings  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2021 PM Peak Hour  
Existing Conditions

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	1112	6	13	1261	19	11	1	21	11	1	16
Future Volume (vph)	29	1112	6	13	1261	19	11	1	21	11	1	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.998			0.915			0.923	
Flt Protected	0.950			0.950				0.983			0.980	
Satd. Flow (prot)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Flt Permitted	0.950			0.950				0.983			0.980	
Satd. Flow (perm)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	31	1171	6	14	1327	20	12	1	22	12	1	17
Shared Lane Traffic (%)												
Lane Group Flow (vph)	31	1177	0	14	1347	0	0	35	0	0	30	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	45.5%											
Analysis Period (min)	15											
	ICU Level of Service A											



Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	29	1112	6	13	1261	19	11	1	21	11	1	16
Future Vol, veh/h	29	1112	6	13	1261	19	11	1	21	11	1	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	31	1171	6	14	1327	20	12	1	22	12	1	17



















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1347	0	0	1177	0	0	1928	2611	589	2013	2604	674
Stage 1	-	-	-	-	-	-	1236	1236	-	1365	1365	-
Stage 2	-	-	-	-	-	-	692	1375	-	648	1239	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	518	-	-	601	-	-	41	25	457	35	25	402
Stage 1	-	-	-	-	-	-	190	250	-	158	217	-
Stage 2	-	-	-	-	-	-	405	215	-	430	250	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	518	-	-	601	-	-	37	23	457	31	23	402
Mov Cap-2 Maneuver	-	-	-	-	-	-	123	103	-	108	109	-
Stage 1	-	-	-	-	-	-	179	235	-	149	212	-
Stage 2	-	-	-	-	-	-	377	210	-	383	235	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			0.1			23.7			28		
HCM LOS							C			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	227	518	-	-	601	-	-	186
HCM Lane V/C Ratio	0.153	0.059	-	-	0.023	-	-	0.158
HCM Control Delay (s)	23.7	12.4	-	-	11.1	-	-	28
HCM Lane LOS	C	B	-	-	B	-	-	D
HCM 95th %tile Q(veh)	0.5	0.2	-	-	0.1	-	-	0.5

Lanes, Volumes, Timings  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 AM Peak Hour  
Build-Out Year w/o Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	9	1110	15	17	938	13	5	1	7	12	2	33
Future Volume (vph)	9	1110	15	17	938	13	5	1	7	12	2	33
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.927			0.905	
Flt Protected	0.950			0.950				0.981			0.987	
Satd. Flow (prot)	1770	3532	0	1770	3532	0	0	1694	0	0	1664	0
Flt Permitted	0.950			0.950				0.981			0.987	
Satd. Flow (perm)	1770	3532	0	1770	3532	0	0	1694	0	0	1664	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	9	1168	16	18	987	14	5	1	7	13	2	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	1184	0	18	1001	0	0	13	0	0	50	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized







Intersection Capacity Utilization 41.2%

ICU Level of Service A

Analysis Period (min) 15

HCM 6th TWSC  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 AM Peak Hour  
Build-Out Year w/o Development

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	1110	15	17	938	13	5	1	7	12	2	33
Future Vol, veh/h	9	1110	15	17	938	13	5	1	7	12	2	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	1168	16	18	987	14	5	1	7	13	2	35



















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1001	0	0	1184	0	0	1725	2231	592	1633	2232	501
Stage 1	-	-	-	-	-	-	1194	1194	-	1030	1030	-
Stage 2	-	-	-	-	-	-	531	1037	-	603	1202	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	687	-	-	586	-	-	57	42	449	67	42	515
Stage 1	-	-	-	-	-	-	198	258	-	250	309	-
Stage 2	-	-	-	-	-	-	500	307	-	453	256	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	687	-	-	586	-	-	51	40	449	63	40	515
Mov Cap-2 Maneuver	-	-	-	-	-	-	142	142	-	168	138	-
Stage 1	-	-	-	-	-	-	195	255	-	247	299	-
Stage 2	-	-	-	-	-	-	449	297	-	438	253	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.2			22			18.6		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	225	687	-	-	586	-	-	313
HCM Lane V/C Ratio	0.061	0.014	-	-	0.031	-	-	0.158
HCM Control Delay (s)	22	10.3	-	-	11.3	-	-	18.6
HCM Lane LOS	C	B	-	-	B	-	-	C
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0.6

Lanes, Volumes, Timings  
1: Treichel Road/Tomball Cemetery Rd & FM 2920







2023 PM Peak Hour  
Build-Out Year w/o Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	1134	6	13	1286	19	11	1	21	11	1	16
Future Volume (vph)	30	1134	6	13	1286	19	11	1	21	11	1	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.998			0.915			0.923	
Flt Protected	0.950			0.950				0.983			0.980	
Satd. Flow (prot)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Flt Permitted	0.950			0.950				0.983			0.980	
Satd. Flow (perm)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	32	1194	6	14	1354	20	12	1	22	12	1	17
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	1200	0	14	1374	0	0	35	0	0	30	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	46.2%											
Analysis Period (min)	15											
	ICU Level of Service A											



HCM 6th TWSC  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 PM Peak Hour  
Build-Out Year w/o Development

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	1134	6	13	1286	19	11	1	21	11	1	16
Future Vol, veh/h	30	1134	6	13	1286	19	11	1	21	11	1	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	32	1194	6	14	1354	20	12	1	22	12	1	17



















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1374	0	0	1200	0	0	1967	2663	600	2054	2656	687
Stage 1	-	-	-	-	-	-	1261	1261	-	1392	1392	-
Stage 2	-	-	-	-	-	-	706	1402	-	662	1264	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	506	-	-	589	-	-	38	23	449	33	23	394
Stage 1	-	-	-	-	-	-	183	244	-	152	211	-
Stage 2	-	-	-	-	-	-	397	209	-	422	243	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	506	-	-	589	-	-	34	21	449	29	21	394
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	99	-	103	105	-
Stage 1	-	-	-	-	-	-	171	229	-	142	206	-
Stage 2	-	-	-	-	-	-	369	204	-	374	228	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			0.1			24.5			29.2		
HCM LOS							C			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	219	506	-	-	589	-	-	178
HCM Lane V/C Ratio	0.159	0.062	-	-	0.023	-	-	0.166
HCM Control Delay (s)	24.5	12.6	-	-	11.3	-	-	29.2
HCM Lane LOS	C	B	-	-	B	-	-	D
HCM 95th %tile Q(veh)	0.6	0.2	-	-	0.1	-	-	0.6

Lanes, Volumes, Timings  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 AM Peak Hour  
Build-Out Year w/Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	11	1152	15	17	955	13	5	1	7	26	2	47
Future Volume (vph)	11	1152	15	17	955	13	5	1	7	26	2	47
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.927			0.915	
Flt Protected	0.950			0.950				0.981			0.983	
Satd. Flow (prot)	1770	3532	0	1770	3532	0	0	1694	0	0	1675	0
Flt Permitted	0.950			0.950				0.981			0.983	
Satd. Flow (perm)	1770	3532	0	1770	3532	0	0	1694	0	0	1675	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	12	1213	16	18	1005	14	5	1	7	27	2	49
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	1229	0	18	1019	0	0	13	0	0	78	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Area Type: Other







Control Type: Unsignalized

Intersection Capacity Utilization 44.5% ICU Level of Service A

Analysis Period (min) 15

HCM 6th TWSC  
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 AM Peak Hour  
Build-Out Year w/Development

Intersection												
Int Delay, s/veh	1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	1152	15	17	955	13	5	1	7	26	2	47
Future Vol, veh/h	11	1152	15	17	955	13	5	1	7	26	2	47
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	1213	16	18	1005	14	5	1	7	27	2	49











Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1019	0	0	1229	0	0	1785	2300	615	1679	2301	510
Stage 1	-	-	-	-	-	-	1245	1245	-	1048	1048	-
Stage 2	-	-	-	-	-	-	540	1055	-	631	1253	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	677	-	-	563	-	-	51	38	434	62	38	509
Stage 1	-	-	-	-	-	-	184	244	-	244	303	-
Stage 2	-	-	-	-	-	-	494	301	-	436	242	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	677	-	-	563	-	-	44	36	434	58	36	509
Mov Cap-2 Maneuver	-	-	-	-	-	-	132	134	-	161	131	-
Stage 1	-	-	-	-	-	-	181	240	-	240	293	-
Stage 2	-	-	-	-	-	-	429	291	-	419	238	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.2			23.2			22.9		
HCM LOS							C			C		





Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	211	677	-	-	563	-	-	279
HCM Lane V/C Ratio	0.065	0.017	-	-	0.032	-	-	0.283
HCM Control Delay (s)	23.2	10.4	-	-	11.6	-	-	22.9
HCM Lane LOS	C	B	-	-	B	-	-	C
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0.1	-	-	1.1

Lanes, Volumes, Timings  
2: FM 2920 & Main Site Driveway

2023 AM Peak Hour  
Build-Out Year w/Development

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	16	1134	990	18	44	41
Future Volume (vph)	16	1134	990	18	44	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.997		0.935	
Flt Protected	0.950				0.975	
Satd. Flow (prot)	1770	3539	3529	0	1698	0
Flt Permitted	0.950				0.975	
Satd. Flow (perm)	1770	3539	3529	0	1698	0
Link Speed (mph)		50	50		30	
Link Distance (ft)		731	491		281	
Travel Time (s)		10.0	6.7		6.4	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	17	1194	1042	19	46	43
Shared Lane Traffic (%)						
Lane Group Flow (vph)	17	1194	1061	0	89	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane		Yes	Yes			
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	43.0%			ICU Level of Service A		
Analysis Period (min)	15					



Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	16	1134	990	18	44	41
Future Vol, veh/h	16	1134	990	18	44	41
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	1194	1042	19	46	43










Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	1061	0	0 1683 531
Stage 1	-	-	- 1052 -
Stage 2	-	-	- 631 -
Critical Hdwy	4.14	-	- 6.84 6.94
Critical Hdwy Stg 1	-	-	- 5.84 -
Critical Hdwy Stg 2	-	-	- 5.84 -
Follow-up Hdwy	2.22	-	- 3.52 3.32
Pot Cap-1 Maneuver	652	-	- 85 493
Stage 1	-	-	- 297 -
Stage 2	-	-	- 492 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	652	-	- 83 493
Mov Cap-2 Maneuver	-	-	- 201 -
Stage 1	-	-	- 289 -
Stage 2	-	-	- 492 -

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	23.7
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	652	-	-	-	281
HCM Lane V/C Ratio	0.026	-	-	-	0.318
HCM Control Delay (s)	10.7	-	-	-	23.7
HCM Lane LOS	B	-	-	-	C
HCM 95th %tile Q(veh)	0.1	-	-	-	1.3




Lanes, Volumes, Timings  
3: Tomball Cemetery Rd & Site Exit Only Driveway

2023 AM Peak Hour  
Build-Out Year w/Development

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	1	28	0	25	48	0
Future Volume (vph)	1	28	0	25	48	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.869					
Flt Protected	0.998					
Satd. Flow (prot)	1615	0	0	1863	1863	0
Flt Permitted	0.998					
Satd. Flow (perm)	1615	0	0	1863	1863	0
Link Speed (mph)	30			35	35	
Link Distance (ft)	275			250	232	
Travel Time (s)	6.3			4.9	4.5	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	1	29	0	26	51	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	30	0	0	26	51	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	13.3%			ICU Level of Service A		
Analysis Period (min)	15					

HCM 6th TWSC  
3: Tomball Cemetery Rd & Site Exit Only Driveway

2023 AM Peak Hour  
Build-Out Year w/Development

Intersection						
Int Delay, s/veh	2.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	28	0	25	48	0
Future Vol, veh/h	1	28	0	25	48	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	29	0	26	51	0



















Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	77	51	0
Stage 1	51	-	-
Stage 2	26	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	926	1017	1555
Stage 1	971	-	-
Stage 2	997	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	926	1017	1555
Mov Cap-2 Maneuver	926	-	-
Stage 1	971	-	-
Stage 2	997	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1555	-	1014	-	-
HCM Lane V/C Ratio	-	-	0.03	-	-
HCM Control Delay (s)	0	-	8.7	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Lanes, Volumes, Timings  
1: Treichel Road/Tomball Cemetery Rd & FM 2920







2023 PM Peak Hour  
Build-Out Year w/Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	1155	6	13	1329	19	11	1	21	18	1	25
Future Volume (vph)	30	1155	6	13	1329	19	11	1	21	18	1	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.998			0.915			0.924	
Flt Protected	0.950			0.950				0.983			0.980	
Satd. Flow (prot)	1805	3536	0	1805	3533	0	0	1709	0	0	1720	0
Flt Permitted	0.950			0.950				0.983			0.980	
Satd. Flow (perm)	1805	3536	0	1805	3533	0	0	1709	0	0	1720	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	32	1216	6	14	1399	20	12	1	22	19	1	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	1222	0	14	1419	0	0	35	0	0	46	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	47.7%											
Analysis Period (min)	15											
	ICU Level of Service A											













HCM 6th TWSC  
1: Treichel Road/Tomball Cemetery Rd & FM 2920





2023 PM Peak Hour  
Build-Out Year w/Development

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	1155	6	13	1329	19	11	1	21	18	1	25
Future Vol, veh/h	30	1155	6	13	1329	19	11	1	21	18	1	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	32	1216	6	14	1399	20	12	1	22	19	1	26
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1419	0	0	1222	0	0	2011	2730	611	2110	2723	710
Stage 1	-	-	-	-	-	-	1283	1283	-	1437	1437	-
Stage 2	-	-	-	-	-	-	728	1447	-	673	1286	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	486	-	-	578	-	-	35	21	442	30	21	381
Stage 1	-	-	-	-	-	-	178	238	-	143	201	-
Stage 2	-	-	-	-	-	-	386	198	-	416	237	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	486	-	-	578	-	-	30	19	442	26	19	381
Mov Cap-2 Maneuver	-	-	-	-	-	-	112	94	-	98	101	-
Stage 1	-	-	-	-	-	-	166	222	-	134	196	-
Stage 2	-	-	-	-	-	-	349	193	-	367	221	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			0.1			25.4			33.9		
HCM LOS							D			D		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	211	486	-	-	578	-	-	170				
HCM Lane V/C Ratio	0.165	0.065	-	-	0.024	-	-	0.272				
HCM Control Delay (s)	25.4	12.9	-	-	11.4	-	-	33.9				
HCM Lane LOS	D	B	-	-	B	-	-	D				
HCM 95th %tile Q(veh)	0.6	0.2	-	-	0.1	-	-	1.1				

Lanes, Volumes, Timings  
2: FM 2920 & Main Site Driveway










2023 PM Peak Hour  
Build-Out Year w/Development

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	41	1170	1320	45	21	20
Future Volume (vph)	41	1170	1320	45	21	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.995		0.934	
Flt Protected	0.950				0.975	
Satd. Flow (prot)	1805	3539	3524	0	1730	0
Flt Permitted	0.950				0.975	
Satd. Flow (perm)	1805	3539	3524	0	1730	0
Link Speed (mph)		50	50		30	
Link Distance (ft)		731	491		281	
Travel Time (s)		10.0	6.7		6.4	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	2%	0%	0%	0%
Adj. Flow (vph)	43	1232	1389	47	22	21
Shared Lane Traffic (%)						
Lane Group Flow (vph)	43	1232	1436	0	43	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane		Yes	Yes			
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	47.9%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	41	1170	1320	45	21	20
Future Vol, veh/h	41	1170	1320	45	21	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	2	2	0	0	0
Mvmt Flow	43	1232	1389	47	22	21
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	1436	0	-	0	2115	718
Stage 1	-	-	-	-	1413	-
Stage 2	-	-	-	-	702	-
Critical Hdwy	4.1	-	-	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	479	-	-	-	45	376
Stage 1	-	-	-	-	194	-
Stage 2	-	-	-	-	458	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	479	-	-	-	41	376
Mov Cap-2 Maneuver	-	-	-	-	131	-
Stage 1	-	-	-	-	177	-
Stage 2	-	-	-	-	458	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.4	0		29.1		
HCM LOS	D					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	479	-	-	-	192	
HCM Lane V/C Ratio	0.09	-	-	-	0.225	
HCM Control Delay (s)	13.3	-	-	-	29.1	
HCM Lane LOS	B	-	-	-	D	
HCM 95th %tile Q(veh)	0.3	-	-	-	0.8	

Lanes, Volumes, Timings  
3: Tomball Cemetery Rd & Site Exit Only Driveway




2023 PM Peak Hour  
Build-Out Year w/Development

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	0	13	0	51	30	0
Future Volume (vph)	0	13	0	51	30	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.865					
Flt Protected						
Satd. Flow (prot)	1644	0	0	1900	1900	0
Flt Permitted						
Satd. Flow (perm)	1644	0	0	1900	1900	0
Link Speed (mph)	30			35	35	
Link Distance (ft)	275			250	232	
Travel Time (s)	6.3			4.9	4.5	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	0	14	0	54	32	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	14	0	0	54	32	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	13.3%			ICU Level of Service A		
Analysis Period (min)	15					



HCM 6th TWSC  
3: Tomball Cemetery Rd & Site Exit Only Driveway

2023 PM Peak Hour  
Build-Out Year w/Development

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	13	0	51	30	0
Future Vol, veh/h	0	13	0	51	30	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	0	14	0	54	32	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	86	32	32	0	-	0
Stage 1	32	-	-	-	-	-
Stage 2	54	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	920	1048	1593	-	-	-
Stage 1	996	-	-	-	-	-
Stage 2	974	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	920	1048	1593	-	-	-
Mov Cap-2 Maneuver	920	-	-	-	-	-
Stage 1	996	-	-	-	-	-
Stage 2	974	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	8.5	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1593	-	1048	-	-	
HCM Lane V/C Ratio	-	-	0.013	-	-	
HCM Control Delay (s)	0	-	8.5	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	0	-	-	

## **Appendix E. Roadway Photographs**



Photograph Date: 10/16/2021

**Photograph 1. Tomball Cemetery Road, Looking North, North of FM 2920.  
Proposed exit-only site driveway to left.**



Photograph Date: 10/16/2021

**Photograph 2. Tomball Cemetery Road, Looking South, North of FM 2920.  
Proposed exit-only site driveway to right.**





Photograph Date: 10/16/2021

**Photograph 3. FM 2920, Looking East, West of Tomball Cemetery Road.  
Proposed full access driveway to left.**

# NOTICE OF PUBLIC HEARING

## CITY COUNCIL (CC) NOVEMBER 15, 2021



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, November 15, 2021, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Zoning Case P21-352:** Request by Creek Road and CTC Residential to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District. The property is generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Community Development Coordinator, Kim Chandler, at (281) 290-1405 or at [kchandler@tomballtx.gov](mailto:kchandler@tomballtx.gov).

### CERTIFICATION

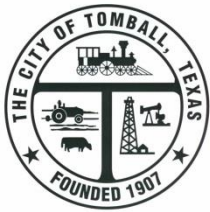
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **11<sup>th</sup>** day of **November 2021** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Kim Chandler*

Kim Chandler

Community Development Coordinator

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



## Notice of Public Hearing

**YOU ARE INVITED TO ATTEND** the Public Hearing before the **CITY COUNCIL** of the City of Tomball regarding the following item:

**CASE NUMBER:** P21-352

**APPLICANT/OWNER:** Creek Road and CTC Residential

**LOCATION:** Generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.

**PROPOSAL:** A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District.

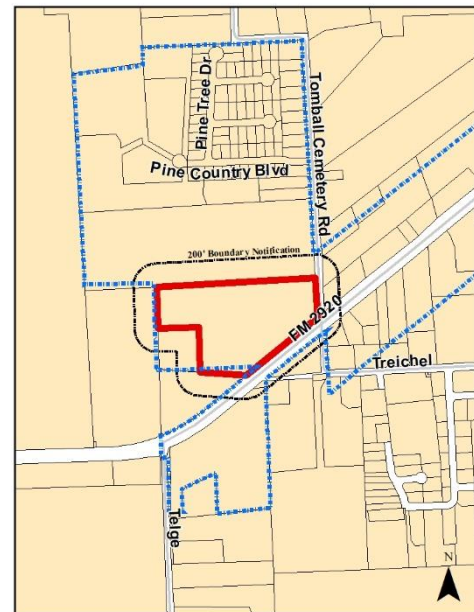
**CONTACT:** Kim Chandler

**PHONE:** (281) 290-1405

**E-MAIL:** [kchandler@tomballtx.gov](mailto:kchandler@tomballtx.gov)

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

**This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**

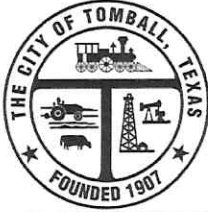


### City Council Public Hearing:

**\*Monday, November 15, 2021 6:00 PM**

**The Public Hearings will be held in the  
City Council Chambers, City Hall  
401 Market Street, Tomball, Texas**

\*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.



# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball  
Attn: Kim Chandler  
501 James Street  
Tomball, TX 77375

Name: Shan Patel

(please print)  
Address: FM2920 & Cemetery Rd.

Signature: Shan Patel

Date: 10/07/21

X I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-352. (Please state reasons below)**

       I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-352. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, October 11, 2021 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

**Monday, October 18, 2021 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

## COMMENTS:

Would like see a nice multi-family structure. The additional residents would help sales taxes in the immediate area.

You may also comment via email to [kchandler@tomballtx.gov](mailto:kchandler@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Kim Chandler @ 281-290-1405.



# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

Amend Contract between City of Tomball and Tomball Farmers Market to Enable TFM to Hold Special Farmers Market Events on Wednesday Evenings, December 22, 2021 and December 29, 2021

**Background:**

**Origination:** City Manager

**Recommendation:**

Approve

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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	<u>Doris Speer</u>	<u>11-30-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

## **FACILITY USE AGREEMENT BETWEEN THE CITY OF TOMBALL AND THE TOMBALL FARMERS MARKET**

This Facility Use Agreement (“Agreement”) is made and entered into this 29th day of January 2021, by and between the City of Tomball (“City”) and the Tomball Farmers Market (“TFM”), a Texas nonprofit corporation.

WHEREAS, the City is the owner of the City Parking Lot, located at 105-A Cherry Street, Tomball, Texas (“Site”) as referenced in Exhibit A; and

WHEREAS, the City and the TFM agree that the TFM is an independent contractor with respect to the services provided pursuant to this agreement, nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto; and

WHEREAS, it is in the City’s and the public's interest to allow TFM to use the City Parking Lot property, referenced as the “Site”, for operation of the Tomball Farmers Market, subject to the terms specified within this Agreement;

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Premises. The City hereby agrees to allow TFM to use the Site, graphically depicted on Exhibit “A”, a copy of which is attached and incorporated by this reference, for the sole purpose of operating a farmers market upon the following terms and conditions.
2. Term. For planning purposes, this Agreement shall be deemed in full force and effect as of the date of execution. The use permitted under this Agreement shall be on the dates and times specified herein. This Agreement may be renewed for additional one-year terms upon written, mutual agreement between the City and TFM.
3. Use. TFM shall use said Premises for the sole purpose of operating a farmers market. All other uses are expressly prohibited without the prior written consent of the City Manager.

Parking for vendors will be located at 105-A Cherry Street, as designated by TFM, in order to provide adequate parking for customers.

Products to be sold at the farmers market include, but are not limited to, fresh farm, organic and local products; processed farm, organic and local foods; baked goods and grain products; artisan/craft products; trees or plants; and distribution of educational and free informational or promotional items.

4. Improvements and Alterations. TFM shall make no alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed

without injury to the Premises) without first obtaining written approval from the City Manager or his designee.

5. Dates and Hours of Operation. The TFM shall have use of the Site beginning January 30, 2021 and continuing through December 31, 2021; thereafter, the TFM shall have use of the Site beginning January 1 and ending December 31 of each year, with the exception of the dates for the two Tomball Sister City German Festivals, during which time the City-owned property will be unavailable for use by the TFM. Such use shall be between the hours of 9:00 a.m. and 1:00 p.m. on Saturdays. Times may be adjusted by TFM as needed with written notification to City.
  - a) Market season is expected to begin in January and continue through December of each year.
  - b) General. The City agrees the Site shall be available two (2) hours prior to the times established above for set-up purposes. The TFM agrees to clean up and vacate the Site no later than two (2) hours after the stated time of the market as referenced previously.
6. Rental Fees. In executing this Agreement, the parties expressly agree and affirm that the use permitted herein is without charge.
7. Duties of the TFM.
  - a) The TFM agrees to include in its vendor guidelines and market promotion that the farmers' market will adhere to the City's policy of no smoking in city parks and public facilities.
  - b) The TFM agrees to give local farmers priority in taking part in the farmers market.
  - c) The TFM is responsible for obtaining all permits, certificates and licenses necessary to operate a farmers market.
  - d) The TFM is responsible for all operation and management duties, including but not limited to:
    - setting up and closing the market;
    - putting up signs and banners;
    - removing trash and debris;
    - managing the number of vendors and their stall positions;
    - collecting fees;
    - providing all necessary labor, materials, equipment and supplies;
    - resolving issues such as prices, stall locations, eligible foods/products, etc.;
    - complying with all federal, state, and local laws, ordinances and regulations, applicable to operating a farmers market;
    - enforcing guidelines; and
    - marketing the Tomball Farmers Market.

- c) The TFM understands that this agreement and the terms described above solely cover the use of the Site for the specified days for the farmers market. Any additional uses of the Site will be subject to rental fees.
8. Indemnification/Hold Harmless. TFM shall defend, indemnify and hold harmless the City of Tomball, its officers, officials, employees and volunteers from and against any and all claims, injuries, damages, suits including reasonable attorneys' fees, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Site facility or premises or from any activity, work or thing done, permitted, or suffered by User in or about the facility or premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Tomball.
9. Insurance. The TFM shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Site facility or premises. The TFM shall provide a certificate of insurance evidencing:
- General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the TFM's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- The insurance policy shall contain, or be endorsed to contain that the TFM's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the TFM's insurance and not contribute with it.
- The TFM shall provide a certificate of insurance evidencing the required insurance before using the facility or premises.
10. Assignment. This agreement may not be assigned or transferred without the written approval of the City.
11. Discrimination Prohibited. In all services or activities and all hiring or employment made possible by or resulting from this Agreement, there shall be no discrimination against any employee or applicant for participation in the farmers market operation because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, in the selection and retention of employees or procurement of materials or supplies. TFM shall observe and fully comply with any and all applicable federal, state, or local law or regulations regarding non-discrimination.



Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part of the Agreement by the City, and may result in ineligibility for further City agreements. The TFM will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

12. **Compliance with All Laws and Regulations.** In using the Premises, TFM will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The TFM specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from the City, and further agrees that the City of Tomball does not waive this section by giving notice of demand for compliance in any instance.

The TFM 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.

13. **Non-Waiver.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.
15. **Notice.** Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified in a subsequent written directive:

City of Tomball  
Robert S. Hauck, City Manager  
401 Market Street  
Tomball TX 77375

Tomball Farmers Market  
Michelle Bundy, General Manager  
14090 FM 2920 Suite G163  
Tomball TX 77377

16. **Termination.** Either party to this agreement may, after thirty days’ written notice to the other, may terminate the agreement.

The City may suspend or terminate the Agreement due to emergency circumstances as defined by the City at its sole discretion.

The City may suspend any farmers market(s) due to the need to access City-owned property for other uses with fourteen (14) days’ written notice to the TFM.

17. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas. Venue for any claims that might flow from this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.
16. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
17. Entire Agreement. By signing below the City of Tomball and the TFM understand and concur to this Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the TFM. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the City and the TFM have executed this Agreement the date and year indicated.

CITY OF TOMBALL

TOMBALL FARMERS MARKET



Robert S. Hauck, City Manager

Date:

1/29/21

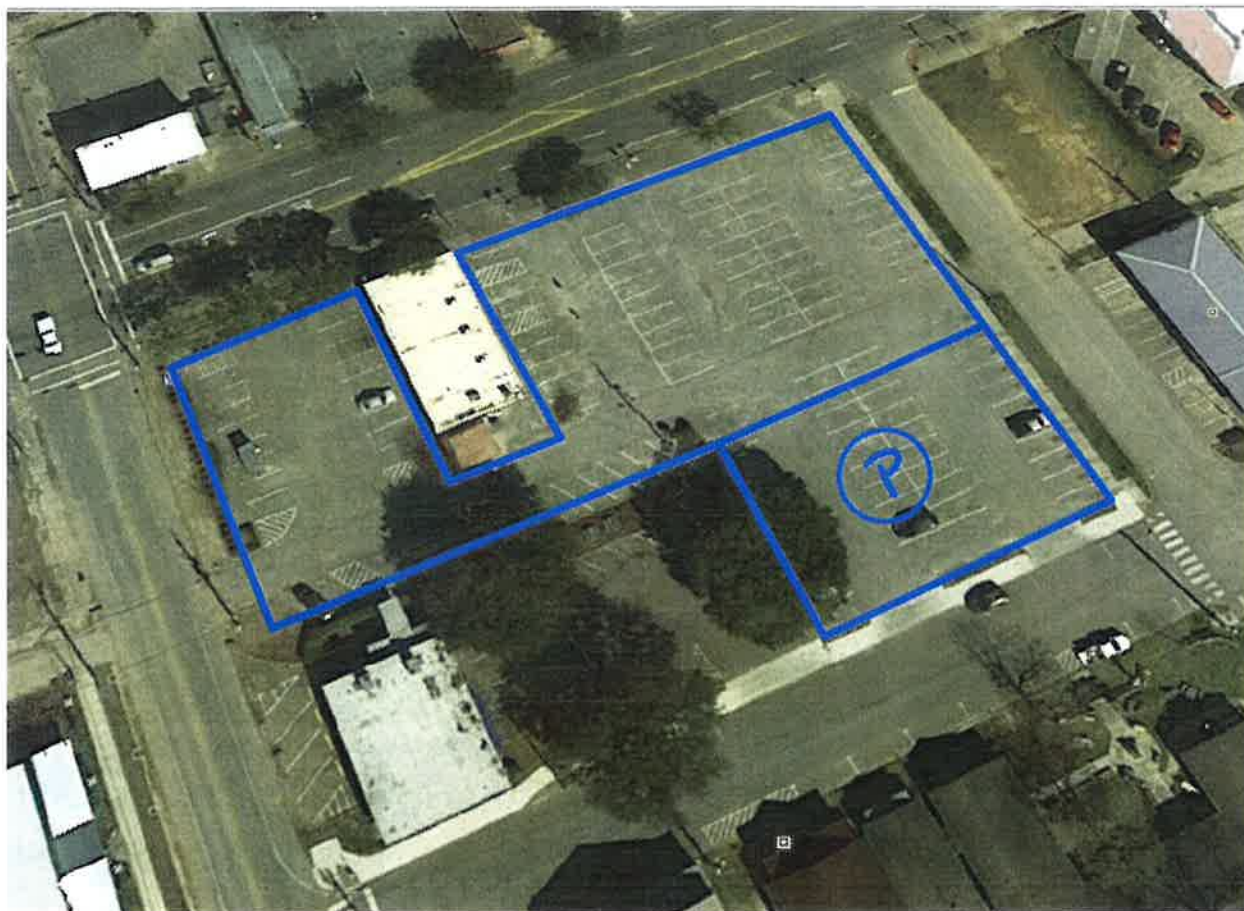


Michelle Bundy, General Manager

Date:

1/29/21

Exhibit "A"





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>TWFG Insurance Services</b> <b>Denise Davis</b> <b>722 W Main St</b> <b>Tomball, Texas 77375</b>	<b>CONTACT NAME:</b> Denise Davis <b>PHONE (A/C, No, Ext):</b> 832-559-1595 <b>E-MAIL ADDRESS:</b> ddavis@twfg.com <b>FAX (A/C, No):</b> 832-497-5471
<b>INSURED</b> <b>Tomball Farmers Market</b> <b>14090 FM 2920 Rd, Ste G163</b> <b>Tomball, TX 77377</b>	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Penn America Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		PAC7209672	1/25/2021	1/25/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Open Air Farmers Market

**CERTIFICATE HOLDER**

City of Tomball  
401 Market St  
Tomball, Texas 77375

RHauck@tomballtx.gov

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Denise Davis*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>TWFG Insurance Services</b> <b>Denise Davis</b> <b>722 W Main St</b> <b>Tomball, Texas 77375</b>	CONTACT NAME: <b>Denise Davis</b> PHONE (A/C, No, Ext): <b>832-559-1595</b> FAX (A/C, No): <b>832-497-5471</b> E-MAIL ADDRESS: <b>ddavis@twfg.com</b>
INSURED <b>Tomball Farmers Market</b> <b>14090 FM 2920 Rd, Ste G163</b> <b>Tomball, TX 77377</b>	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Penn America Insurance Company</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>PAC7209672</b>	<b>1/25/2021</b>	<b>1/25/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Open Air Farmers Market

## CERTIFICATE HOLDER

**City of Tomball**  
**401 Market St**  
**Tomball, Texas 77375**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Regular City Council Agenda Item Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

Approve, on First Reading, Resolution No. 2021-42-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 Silver Accounting Group, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded enterprise to be located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,236.00.

**Background:**

On November 9, 2021, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Silver Accounting Group, LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

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

**Recommendation:** Approval of Resolution No. 2021-42-TEDC

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

**FUNDING (IF APPLICABLE)**

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

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

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

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



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** December 6, 2021

**SUBJECT:** Silver Accounting Group, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Brian Silver, Founder of Silver Accounting Group, LLC, for funding assistance through the TEDC's Rental Incentive Program for an accounting firm.

Silver Accounting Group, LLC was established in 2019 and provides a variety of accounting services to small and medium sized businesses. Services provided include tax preparation, bookkeeping, payroll, business consulting, and entity services.

The location is a 2,534 square foot lease space located within the Bank of America building on Graham Drive.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of \$2,745.17. The proposed grant amount is \$8,236, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.



# Silver Accounting Group, LLC

*Certified Public Accountants*

1420 Fm 1960 Bypass Rd E STE 108, Humble, TX 77338  
Phone (281) 446-5959 • Fax (281) 446-3833

September 9, 2021

Kelly Violette, CECd, PCED, AICP  
Executive Director  
Tomball Economic Development Corporation

Dear Kelly,

Silver Accounting Group LLC helps individuals, small businesses and non-profits with their tax planning, tax preparation, IRS representation, bookkeeping, payroll, entity services, and business advisory needs. We provide quality personal service at reasonable prices to a wide variety of clients. The firm has been in business since July 2019 and has grown rapidly by attracting new clients and acquiring two other firms. We currently serve over 2,000 clients mostly in the North Houston area.

Our only permanent office has been in Humble, TX but with our clientele growing in the Tomball area we are excited to establish a permanent office in Tomball. This will allow us to better serve our large existing local client base as well as become an active participant in the Tomball community and further grow our clientele. This new office will allow us to have client meetings, educational sessions, networking activities and add permanent employees in a professional office setting.

We have found a 2,534 square foot vacant space in the building at 1431 Graham Dr. that is being renovated. The size of the space will support our need to hire several new positions in the near future and will allow us to immediately place three of our staff there full time. In the coming months we will need to hire a receptionist and other positions for this upcoming tax season. In the future we will add more tax preparers, bookkeepers, and other staff as needed to support the growth.

We are funding the initial expenses of the move from our existing operations and those are primarily furniture, computers, and office supplies. We are requesting assistance from the Tomball EDC to offset some of the expenses which will allow us to speed up hiring the initial positions we need to add in preparation for the upcoming tax season.

Thank you for your consideration.

Sincerely,

Brian Silver  
Silver Accounting Group LLC  
[brian@silveraccountinggroup.com](mailto:brian@silveraccountinggroup.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: Silver Accounting Group LLC

Current Business Physical Address: 1420 FM 1960 Byp Rd E, Suite 108

City, State & Zip Humble, TX 77338

Mailing Address: 1420 FM 1960 Byp Rd E, Suite 108

City, State & Zip Humble, TX 77338

Business Phone: 281-446-5959

Business Website: www.SilverAccountingGroup.com

Business Owner Name: Brian Silver

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

Position /Title: Owner

Phone and Email: 281-446-5959 / brian@silveraccountinggroup.com

Nature of Business: CPA Firm

#### Legal Form of Business

- ☐ Sole Proprietor
- ☐ Partnership Number of Partners \_\_\_\_\_
- ☐ Corporation
- ☒ Limited Liability Corp
- ☐ Other \_\_\_\_\_

#### Days and Hours of Operation

Days Open: Monday - Friday

Hours Open: 8am - 5pm

Business Start/Opening Date July 1, 2019

## Employees

Full Time Employees (40 hours per week): 10

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)

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## Moving and Space Improvement Cost and Funding Information

### Investment Data

Tenant Space Improvement (finish)	\$ <u>1,000</u>
Landlord Space Improvement (finish)	\$ <u>5,000</u>
Equipment and Display	\$ <u>30,000</u>
Product Stock (for Opening)	\$ <u>0</u>
Marketing (First Year)	\$ <u>5,000</u>

### Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>0</u>
Funds from other sources*	\$ <u>35,000</u>
Total estimated cost to move/expand	\$ <u>35,000</u>

\* Source of Funding and Amounts Current business operations

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## New Lease Property Information

Address of space to be leased: 1431 Graham Dr, Suite 120, Tomball, TX 77375

Total amount of square feet to be leased and occupied: 2534

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ 4117.75 per month \$ 19.50 per s.f.

Additional lease terms and other monthly charges: Base rent is \$13/sqft per year and  
NNN expenses are estimated at \$6.50/sqft per year.

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Indicate any rate increases: No rate increases in base rent

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**FINANCIAL NEED DEMONSTRATION:** Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

Silver Accounting Group LLC is a CPA firm currently located in Humble, TX and is looking to expand into the Tomball area with the same high quality service and reasonable prices. We offer tax preparation, tax planning, bookkeeping, payroll and business advisory services.

As we open a new location in the Tomball area we will be able to have 3 employees located in the office immediately. To service the number of customers we already have in the Tomball area and the growth we project in the near future we need to add more staff to the office and invest in more office furniture and equipment. We are self funding the initial expenses but this rental assistance would allow us to hire more employees from the Tomball area much sooner and get the equipment they need. Without the assistance we will have to wait longer to hire more staff and we won't be able to service as many customers.

The ability to hire more staff as soon as possible will directly impact our ability to service individuals, small businesses, and non-profits in the Tomball area as we have done in the Humble area. We help small business owners get their businesses started and grow. With the economic turmoil of the past 2 years we have dedicated ourselves to helping small businesses not only survive but thrive and grow. We have also been able to help many individuals navigate the financial impacts of COVID.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

As a professional services firm we work closely with related local business such as banks, attorneys, insurance agents, realtors, marketing agencies and community organizations such as the Chamber of Commerce. As we open the Tomball office we will become active members of the Chamber of Commerce and build a network of related businesses to recommend to customers.

We will look for opportunities to sponsor Chamber of Commerce events and other local events as well as find opportunities to support the community through educational sessions and other activities. As active members of the community we are open to ideas on how we can best support and benefit the community for the long term.

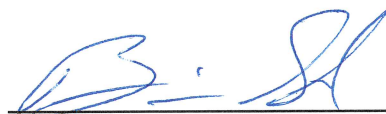
## Certification

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.

**Brian Silver**

Printed Name of Principal Owner



Signature

**09/09/2021**

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@tomballtxdc.org](mailto:kviolette@tomballtxdc.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: 1431 Graham Dr, Tomball, TX 77375

Property Owner of Record: Headquarters Too, LLC

Mailing Address: 3302 Canal

City, State & Zip: Houston TX 77003

Phone: 281 602 3500 Email: PETER@TPC-RE.COM

Name(s) of Authorized Signatories: PETER LICATA

Name of Management Company: TPC Real Estate

Name of Representative/Contact Person: PETER LICATA

Management Company Address: 3302 Canal

City, State & Zip: Houston, TX 77003

Phone: 281 602 3500 Email: PETER@TPC-RE.COM

Name of proposed business at site:

Silver Accounting Group LLC

Name of business owner:

Brian Silver

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: 2534

Term of lease: 5 years

Gross rental rate \$ 4117.75 per month \$ 19.50 per s.f.

Additional lease terms and other monthly charges: Base rent is \$13/sqft per year and NNN expenses are estimated at \$6.50/sqft per year.

Indicate any rate increases: No rate increases in base rent

Is the subject space currently vacant? Yes ☒ No ☐

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

Name of previous tenant: Title Company

Previous Rental Rate: \$ unknown Per Month \$ unknown Per Square Foot

## CERTIFICATIONS

**Are all real estate and personal property taxes due the City of Tomball paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Are all City of Tomball water and sewer bills due paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**

Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☒ N/A ☐

**Are you involved in any litigation with the City of Tomball?**

☐ YES (Please explain on supplemental sheet)

☒ NO

**By signing below, the Landlord/Property Owner of record understands and agrees to the following:**

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

HENDONWARTERS Too LLC

Printed Name of Property Owner/Landlord



Signature

9-8-21

Date

## 1431 Graham Road Tomball Texas

### OFFICE LEASE

**THIS LEASE** is made this 19<sup>th</sup> day of July 2021 by and between Headquarters Too, LLC a Texas limited liability company ("Landlord"), and Silver Accounting Group, LLC, ("Tenant").

1. **Rent.** Landlord hereby leases to Tenant Suite 150 on the first floor of the office building located at 1431 Graham Road Tomball Texas (the "Building"), consisting of 2534 square feet of rentable space (the "Premises") beginning on the Rental Commencement Date (defined below) for a term of 60 full calendar months (the "Term"). During the Term, Tenant shall pay rent to Landlord in (the "Base Rent") as follows:

Year 1-5

\$13.00sf annually (\$2,745.17 per month)

The Rental Commencement Date shall be the date 1 day after Landlord delivers to Tenant the Premises with the alterations shown on Exhibit A substantially completed. If the Rental Commencement Date occurs on a date other than the first day of any month, then the Rent for such partial month shall be prorated. The Term of the Lease will for 60 full calendar months starting on the first day of the following month. See Exhibit A for a description of the alterations and any special provisions. Upon execution of this Lease Tenant shall pay to Landlord \$5,490.34 for the first month's rent (\$2,745.17) and the Security Deposit (\$2,745.17).

In addition to the Base Rent, Tenant shall pay to Landlord Tenant's Pro Rata Share of the cost of maintenance of the Building and Common Area. The Common Area is defined as that part of the Building intended for the common use of all tenants, including among other facilities hallways, bathrooms, lobby areas, private streets and alleys, parking lots, landscaping, curbs, loading areas, sidewalks, lighting facilities, and related areas. Common Area Maintenance Costs include, among other costs, all costs and expenses of maintaining, replacing and repairing the Building and Common Areas such as lighting, painting, cleaning, policing, inspecting, repairing and replacing, maintaining and repairing the roof, all HVAC units utility mains, lines, grease traps, conduits and other facilities located on, above or under the Common Area, and a reasonable management fee for the management of the Building. In addition, Common Area Maintenance Charges shall include (i) all real estate taxes owing as a result of the ownership of the Property including all assessments, impositions, levies, charges, excise fees, licenses, and other sums (whether now existing or hereafter arising, whether foreseen and whether made under the present



system of real estate taxation, or some other kind or system of taxation, whether current or future), levied, assessed, charged, or imposed by any governmental authority or other taxing authority, or which accrue on the Building and the Property and (ii) all insurance premiums, costs and expenses, on all fire and extended coverage insurance, boiler insurance, public liability and property damage insurance, rent insurance, and any other insurance which, from time to time, may, at Landlord's election, be carried by Landlord with respect to the Building and the Property.

The Common Area Maintenance Charges will be estimated each year by the Landlord for the following year, and one-twelfth of which shall be payable by Tenant with the Base Rent each month. At the end of each year Landlord will provide Tenant with a statement of comparing the actual Common Area Maintenance Charges for the prior year to the estimated amount paid by Tenant Common Area Maintenance charges for the such year (the "CAM Comparison"). If the CAM Comparison shows that Tenant has overpaid Tenant's Pro Rata Share of the Common Area Maintenance Charges such overage shall be applied offset Tenant's Pro Rata Share of the Maintenance Charges for the following year. If the CAM Comparison shows that Tenant has underpaid Tenant's Share of the Common Area Maintenance Charges then Tenant shall immediately, upon demand, pay such difference to Landlord. "Tenant's Pro Rata Share" of the Common Area Maintenance Charges shall mean the ratio that the total gross square footage of the Premises bears to the total square footage of all premises located within the Building. The Common Area Maintenance Charges and the Base Rent are referred to as the "Rent."

Tenant hereby covenants with the Landlord that Tenant will pay the Rent as described above and should the Rent remain due and unpaid for a period of five (5) days after the Rent is due Landlord may, at Landlord's option, consider the said Tenant in default and a tenant at will and immediately re-enter the Premises and the entire rent for the remainder of the Term shall at once be due and payable.

2. **Use.** Tenant will use the Premises as office space for its accounting business and for no other purpose. Tenant will not use or permit the Premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the Premises or to the comfort of the other tenants of the Building nor will Tenant sublet or assign this lease nor any part hereof without the prior written consent of Landlord. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord.

3. **Tenant Obligations.** Tenant will keep the interior of the Premises, and all windows, doors, fixtures, interior walls, pipes, and other fixtures in good condition and repair and in clean condition. Tenant will (i) exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the Common Areas; (ii) permit Landlord or Landlord's agents or employees, at all reasonable times, to enter the Premises and inspect the conditions thereof, and make such repairs as may be necessary; and (iii) at the expiration of the Term, without demand, quietly and peaceably deliver the possession of the Premises to Landlord in good condition, reasonable wear and tear excepted.

4. **Landlord Obligations.** Landlord hereby covenants with Tenant that upon the performance by Tenant of the covenants herein, that the Landlord will, during the Term, (i) keep all the external parts of the Premises in good repair; (ii) that in case the Building or any part thereof, shall at any time be destroyed or so damaged by fire or storm as to render same unfit for occupation or use, Landlord shall have the option to terminate this Lease, or to repair and rebuild the Premises, prorating Tenant's Rent until the Premises are repaired and fit for occupancy and use; and (iii) ensure that the Tenant may quietly hold and peacefully enjoy the Premises without any interruption by Landlord or any person claiming under Landlord.

5. **Landlord's Lien.** Tenant hereby pledges and assigns to Landlord all furniture, fixtures, goods and chattels of Tenant located at the Premises, as security for the payment of the Rent and Tenant agrees that the lien may be enforced by foreclosure or otherwise, at the election of Landlord. If Tenant fails to pay the Rent or other charges due herein, and same is collected by suit or through an attorney, Tenant agrees to pay Landlord reasonable attorney's fees, together with all costs incurred.

6. **Insurance.** Tenant shall procure and maintain throughout the Term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises. The limits of such policy or policies shall be in an amount not less than \$1,000,000 combined single limit for bodily injury and/or property damage for each occurrence. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least 30 days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand, as additional Rent hereunder, the premium cost thereof.

Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant their respective property, the Premises or its contents, or to other portions of the Premises arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Lease.

7. **Default.** If Tenant fails to pay any Rent, when due, or Tenant shall fail to comply with any term, provision or covenant of this Lease, and shall not cure such failure within thirty days after written notice thereof to Tenant, Landlord may, at Landlord's option, without any further notice or demand whatsoever (any such notice and demand being expressly waived by Tenant) in addition to any other remedy or right given hereunder or by law or equity do any one or more of the following:

BS

PL

(a) Terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord.

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated this Lease.

(c) Alter locks and other security devices at the Premises.

8. **Estoppel**. Tenant and Landlord shall promptly upon request from the other execute and acknowledge a certificate containing such information as may be reasonably requested for the benefit of Landlord or Tenant, any prospective purchaser or any current or prospective mortgagee of all or any portion of the Building.

9. **Guaranty**. The obligations of Tenant under this Lease shall be guaranteed by Brian Silver, the Guarantor (s), pursuant to the separate Guaranty executed by such Guarantor. Any claim or lawsuit may be brought against Guarantor(s) or any claim settled with Guarantor(s) without impairing or releasing the rights of Landlord against Tenant or any other Guarantor.

10. **Assigns**. This lease shall bind Landlord and Tenant and their respective heirs, assigns, administrators, legal representatives and executors. Tenant shall not assign this Lease without Landlord's prior written consent.

11. **Security Deposit**. Tenant agrees to pay a Security Deposit of \$2,745.17 to secure Tenant's pledge of full compliance with the terms of this agreement.

12. **Miscellaneous**. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor. This Lease, including all Exhibits attached hereto, contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof.

In the event Tenant or Landlord defaults in the performance of any of the terms, agreements or conditions contained in this Lease and Landlord or Tenant places the enforcement of this Lease, in the hands of any attorney who files suit upon the same, the non-prevailing party shall pay the reasonable attorney's fees and costs of court of the prevailing party.

**EXECUTED as of the date hereinabove stated.**


**LANDLORD:**  
**Headquarters Too, LLC**



By: Peter Licata, its Manager

  
BS

**TENANT: Silver Accounting Group LLC**

  
Brian Silver (Jul 21, 2021 14:30 CDT)

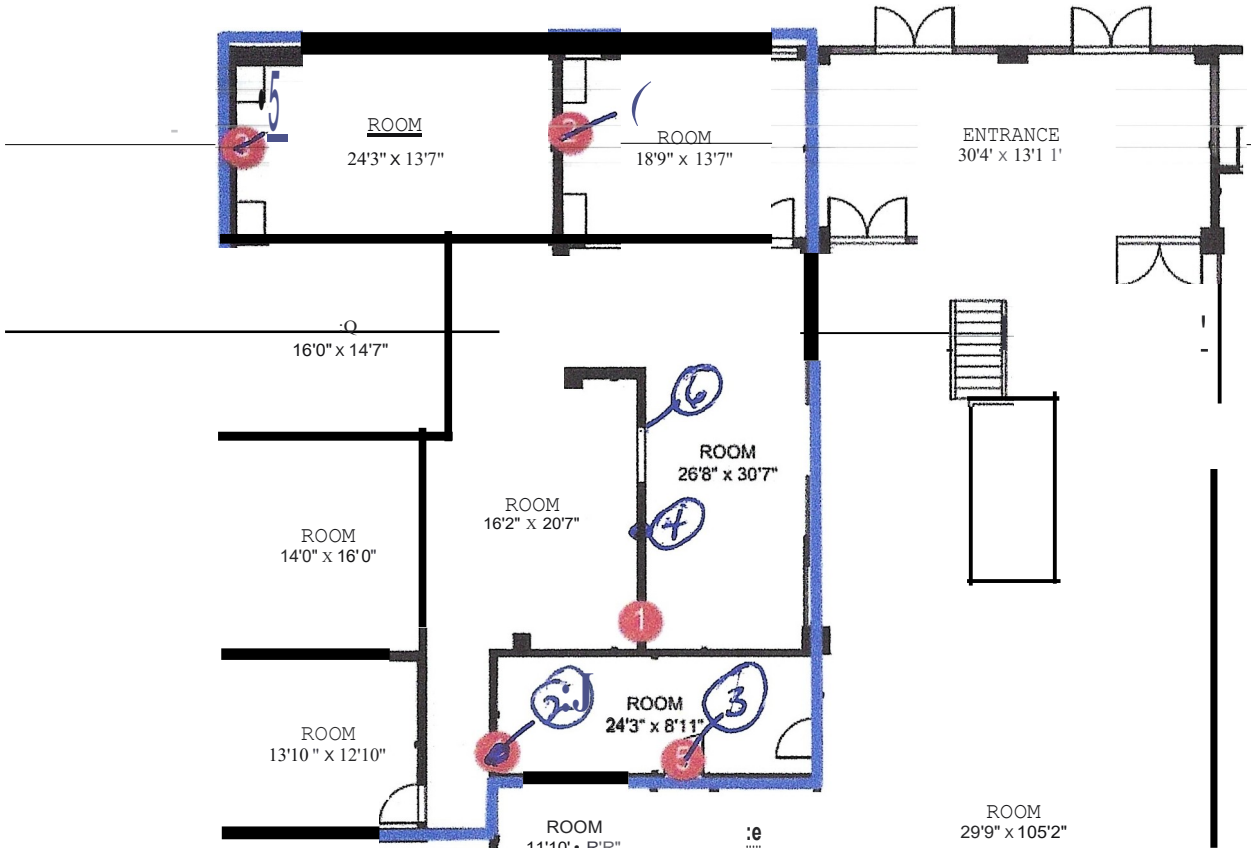
**By:** Brian Silver, its Member



## **Exhibit A**

### **Special Provisions**

1. At no cost to Tenant, Landlord will use commercially reasonable efforts to substantially complete the renovation of the Premises shown on the attached diagram, on or before September 1, 2021.
2. Tenant shall have the option to renew the term of the Lease for an additional term of 5 years exercisable by Tenant upon at least 180 days prior written notice to Landlord before the end of the initial Term. The Rent during the option period shall be the market rate for comparable buildings in Tomball.
3. Tenant, at its sole cost, shall have the right to add its name to the existing monument sign, using 1 full panel. Signage to be approved by Landlord prior to installation.



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Page 232









# Silver Accounting Group LLC Lease

Final Audit Report

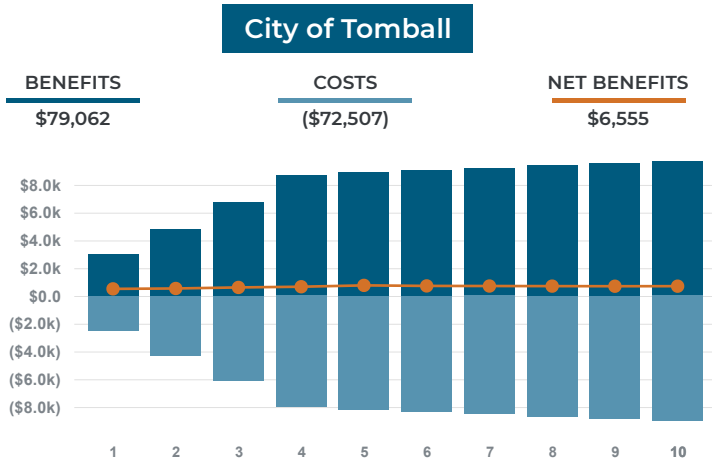
2021-07-21

Created:	2021-07-21
By:	Peter Licata (peter@tpc-re.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADoGENx8oeetgupAwhy3q3SeVoAf3q-AW

## "Silver Accounting Group LLC Lease" History

-  Document created by Peter Licata (peter@tpc-re.com)  
2021-07-21 - 6:00:26 PM GMT - IP address: 66.249.107.222
-  Document emailed to Brian Silver (brian@silveraccountinggroup.com) for signature  
2021-07-21 - 6:02:58 PM GMT
-  Email viewed by Brian Silver (brian@silveraccountinggroup.com)  
2021-07-21 - 7:21:31 PM GMT - IP address: 98.195.171.174
-  Document e-signed by Brian Silver (brian@silveraccountinggroup.com)  
Signature Date: 2021-07-21 - 7:30:32 PM GMT - Time Source: server- IP address: 98.195.171.174
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-  Email viewed by Peter Licata (peter@tpc-re.com)  
2021-07-21 - 7:32:35 PM GMT - IP address: 66.249.80.185
-  Document e-signed by Peter Licata (peter@tpc-re.com)  
Signature Date: 2021-07-21 - 7:33:21 PM GMT - Time Source: server- IP address: 66.249.107.222
-  Agreement completed.  
2021-07-21 - 7:33:21 PM GMT

Recruitment Scientific Research and Development Services



**JOBS**

**11.6 Total**  
9.0 Direct  
2.6 Spin-off

**SALARIES**

**\$38,412 Avg**  
\$40,000 Direct  
\$32,958 Spin-off

**CAPITAL INVEST.**

**\$70,000**  
Buildings + FF&E

**RESIDENTIAL DEV.**

**0.0 Homes**  
0.3 Relocations

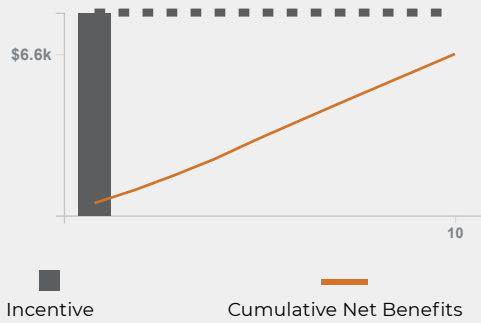
**NET BENEFITS** **\$6,555**  
Present Value \$4,994

BENEFITS	
Sales Taxes	\$4,563
Real Property Taxes	\$138
FF&E Property Taxes	\$1,134
Inventory Property Taxes	\$0
New Residential Property Taxes	\$335
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$0
Utility Revenue	\$52,781
Utility Franchise Fees	\$3,305
Miscellaneous Taxes and User Fees	\$16,807
Benefits Subtotal	\$79,062

COSTS	
Cost of Government Services	(\$19,448)
Cost of Utility Services	(\$53,059)
Costs Subtotal	(\$72,507)

**INCENTIVE ANALYSIS**

**\$8,236** **\$915**  
Total Incentive Per Job  
**8.0%** **12.3 Yrs**  
Rate of Return Payback Period



**NET BENEFITS OVER 10 YEARS**

CITY	\$6,555
COUNTY	(\$1,665)
SCHOOL DISTRICT	\$2,965
OTHER	\$4,791



## 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 **Silver Accounting Group, LLC** (the “Company”), 1420 FM 1960, Byp Rd E, Suite 108, Humble, TX 77338

### 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 2,534 square foot existing office space located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company currently provides a full range of accounting, bookkeeping, consulting, payroll, and business services and proposes to expand its business operations by opening a full-service CPA office at the Property; and

**WHEREAS**, the Company proposes to create three (3) full-time jobs in Tomball in conjunction with the new location; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

to exceed Eight Thousand Two Hundred Thirty-Six Dollars (\$8,236.00), 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 three (3) 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 Eight Thousand Two Hundred Thirty-Six Dollars (\$8,236.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

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

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

6.

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

7.

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

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

If to Company:	Silver Accounting Group, LLC 1420 FM 1960 Byp Rd. E, Suite 108 Humble, TX 77338 Attn: Brian Silver, 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 \_\_\_\_\_ 2021 (the “Effective Date”).

**SILVER ACCOUNTING GROUP, LLC**

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

Name: Brian Silver

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 \_\_\_\_\_  
2021, by Brian Silver, Owner of Silver Accounting Group, 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 \_14th\_ day of \_\_September\_\_  
2021, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
Development Corporation, for and on behalf of said Corporation.

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

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

(SEAL)

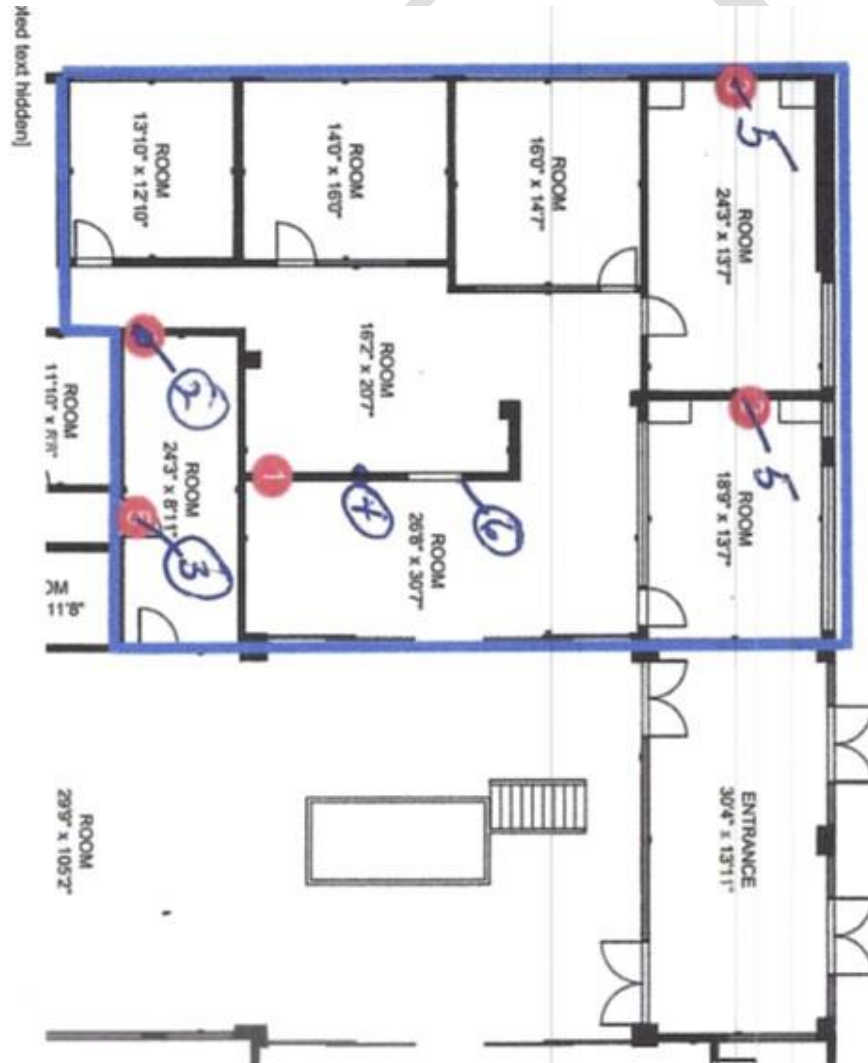
## Exhibit "A"

### Legal Description of Property

Legal Description: A TRACT OR PARCEL CONTAINING 3.749 ACRES OR 163,311 SQUARE FEET OF LAND SITUATED IN THE J.M. HOOPER SURVEY, ABSTRACT NUMBER (NO.) 375 AND W. HURD SURVEY, ABSTRACT 378, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.7512 ACRE TRACT AS DESCRIBED IN DEED TO GRAHAM ROAD INVESTMENTS, LTD AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO V494896, WITH SAID 0.0000 ACRE TRACT BEING MORE PARTICULARLY COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD82):

Headquarters Too, LLC Building

Property Address: 1431 Graham Road, Suite 150, Tomball, TX 77375



## RESOLUTION NO. 2021-42-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 SILVER ACCOUNTING GROUP, 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 Eight Thousand Two Hundred and Thirty Six Dollars (\$8,236.00), found by the Board to be required or suitable to promote a new business development by Silver Accounting Group, 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 Eight Thousand Two Hundred and Thirty Six Dollars (\$8,236.00), to Silver Accounting Group, LLC in accordance with an economic development agreement by and between the TEDC and Silver Accounting Group, LLC to promote and develop a new or expanded business enterprise, to be located at 1431 Graham Drive, Suite 150, 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\_\_.

\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

# Regular City Council Agenda Item Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

Approve, on First reading, Resolution No. 2021-43-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and the Friends of Tomball Community Library for expenditures required or suitable for the promotion of new or expanded business development. The estimated amount of expenditures for such Project is an amount not to exceed \$47,614.00.

**Background:**

On November 9, 2021, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with the Friends of Tomball Community Library for assistance with developing a Young Adult Space to serve area youth.

The goal of the project is to create a space that will provide learning and development experiences for youth, including workforce education initiatives, bridging technology gaps, and provide various skills to prepare them for the future.

This is a permissible project as outlined in Texas Economic Development Legislation which permits funding of projects that promote new or expanded business development.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2021-43-TEDC after two separate readings.

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

**Recommendation:** Approval of Resolution No. 2021-43-TEDC on First Reading

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_

Staff Member-TEDC

Date \_\_\_\_\_

Approved by \_\_\_\_\_

Executive Director-TEDC

Date \_\_\_\_\_



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** December 6, 2021

**SUBJECT:** Friends of Tomball Community Library

**ITEM TYPE:** Action

---

Staff has received an official request for grant funding assistance from Janna Hoglund, Director, LSC-Tomball Community Library for assistance with developing a Young Adult Space to serve area youth.

In the attached letter, Ms. Hoglund provides an overview of the project, which includes remodeling a second-floor space at the Tomball Library and purchasing technology programs and equipment to provide improved access to advanced technology, resources, educational opportunities, and other relevant services. The goal of the project is to create a space that will provide learning and development experiences for youth, including workforce education initiatives, bridging technology gaps, and provide various skills to prepare them for the future.

The Young Adult space reorganization represents Phase 2 of the Tomball Innovation Lab initiative that started in 2019 and had its grand opening on January 28, 2020. This initiative was supported by the Tomball Chamber of Commerce, the Tomball Economic Development Corporation, Tomball ISD, HCA-Houston Healthcare Tomball and the city of Tomball.

Goal 5 of the TEDC Strategic Plan (Education and Workforce Development) is to partner with Local/Regional Educational institutions to further develop youth workforce initiatives in the city.

Dear Tomball Economic Development Corporation,

The LSC-Tomball Community Library is committed to providing innovative services within the greater Tomball area for all age groups including the local youth. One of our current goals is to improve services for the local teens and to create an efficient teen space via its very much needed reorganization. The purpose of the reorganization is to provide the teens with the improved access to advanced technology, resources, educational opportunities and other relevant services. The goal is to create the space that will provide teens' development through their guidance into adulthood, workforce education initiatives, improving their quality of life, and various experiences to prepare them for the future. These resources will be also applicable to different age groups.

We are excited for the opportunity to partner with the Tomball Economic Development Corporation and thankful for the support.

### **Problem Statement and Needs Assessment**

There are few free spaces in the Tomball area where teens can go to. We would like our teens space to become one of the teens' destinations.

"The allotment of space in public buildings clearly illustrates which groups matter and which do not," (Velasquez, 2016)<sup>1</sup>. Currently the LSC-Tomball Community Library does not provide an adequate space for the teens in our community. The current YA space has the following service obstacles:

- Lack of the regular and advanced equipment appealing to this age group
- Lack of the services for teens due to the lack of the above stated equipment
- Outdated and unappealing décor
- No librarian service point (inability to offer specialized teen services, difficulty offering programs, inability to provide consistent technical support in the YA Space and to secure the space)

Research shows that teens from low-income households have limited access to technology, resulting in fewer opportunities to become technologically literate. Studies from the Pew Research Center have found that households that make less than \$30,000 a year are unlikely to have smartphones, computers, tablets or access to the internet at home, which leaves them "more likely to face obstacles in navigating this increasingly digital environment" (Vogels, 2021)<sup>2</sup>. The updated YA Space can bridge this economic gap to improve career readiness and quality of life by providing access to advanced technology and related services.

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<sup>1</sup> Velasquez, J. (2016, August 31). A place of their own. American Libraries Magazine. <https://americanlibrariesmagazine.org/2016/09/01/library-teen-spaces-place-of-their-own/>.

<sup>2</sup> Vogels, E. A. (2021, June 22). Digital divide persists even as Americans with lower incomes make gains in tech adoption. Pew Research Center. <https://www.pewresearch.org/fact-tank/2021/06/22/digital-divide-persists-even-as-americans-with-lower-incomes-make-gains-in-tech-adoption/>

Teen spaces reorganization have been proven to be successful in other public libraries (I.e., Logan Library in Philadelphia, the Los Angeles Public Library, the Orland Park Library and several others)<sup>3</sup>. The results of the on the Chicago Public Library reported that:

*...youth of all participation types reported more involvement with their chosen interest(s) than they had when they first came...teens claimed they had improved in at least one digital media skill...participants reported that their participation had improved their academic skills...helping them communicate better with adults and improve their writing skills...finally, participants had reported [that the project] had helped them understand more about the opportunities available to them after high school (Sebring)<sup>4</sup>.*

The Teens space reorganization represents Phase 2 of the Tomball Innovation Lab initiative that started in 2019 and had its grand opening on January 28, 2020. This initiative was supported by the Tomball Chamber of Commerce, the Tomball Economic Development Corporation, Tomball ISD, HCA-Houston Healthcare Tomball and the city of Tomball. The investment between HCPL and outside agencies totaled over \$45,000 (funds were used to purchase advanced technical equipment such as a laser cutter, 3D printers, laptops, and other). The addition of the TIL showed significant increase in community engagement and participation in technology-focused classes and programs\*:

	January 2019-February 2019	January 2020-February 2020
Technology related programs	40	53
Average attendance	69	363
Average technology classes offered	43	70
Average technology focused contact hours	187	785

\*Statistics are prior March 2020 (due to the pandemic).

## The Space

The YA space will provide educational opportunities to our teens, jobs preparation and career development, technological literacy, social literacy and leadership experiences.

<sup>3</sup> Kozlowicz, C. (2020, January 26). Menomonee falls public library plans to create a teen center. Milwaukee Journal Sentinel. <https://www.jsonline.com/story/communities/northwest/news/menomonee-falls/2020/01/23/menomonee-falls-public-library-include-teen-center-improvements/4530436002/>

Renewing our story. Orland Park Public Library. (2021, January 11). <https://www.orlandparklibrary.org/renewing-our-story-blog/>  
Teen'scape: The origin story. Teen'Scape: The Origin Story. (2015, November 12). <https://www.lapl.org/collections-resources/blogs/lapl/teen%E2%80%99scape-origin-story>

Hahn, A. (2018, December 18). At rejuvenated Logan Library, room for the noisy joy of teenage kicks. <https://why.org/>.  
<https://why.org/articles/at-rejuvenated-logan-library-room-for-the-noisy-joy-of-teenage-kicks/>

Lange, A. (2018, May 24). Young adult architecture. Curbed. <https://archive.curbed.com/2018/5/24/17389648/library-architecture-teens-public-space>

<sup>4</sup> Sebring, P. A., Brown, E. R., Julian, K. M., Ehrlich, S. B., Spote, S. E., Bradley, E., & Meyer, L. (2013). Teens, digital media, and the Chicago public library. University of Chicago Consortium on Chicago School Research



### **Teen-Focused Furniture:**

It is essential to provide teens with appealing décor, age-appropriate furniture and specialized librarian services. To this end we have researched furniture that is appealing, mobile and encourages project collaboration and ease of use for YA Space resources.

- Minimalistic service desk
  - Specialized, non-invasive or intimidating young adult librarian presence in the young adult space
    - Increases young adult reference and guidance for technology use
    - Librarians can supervise the YA Space, secure YA Space technology while not appearing invasive
- Modern furniture
  - Multi-functional furniture
    - Mobile chairs and tables are easily arranged for focused programming as well as casual collaboration and socialization
    - Chairs with power sources for charging wireless devices, moveable footstools with storage for backpacks and textbooks, mobile side tables for holding devices and books
    - Dividers in order to section off the room for programs while still allowing access to the YA space for casual use.

**Estimated Cost for space remodel and refurnish: \$17,674**

### **Featured Technology and Related Programs/Activities**

The teen space must remain up-to-date with technology and equipment that is attractive and engaging with teens. Digital literacy is crucial for success in today's workforce, and access to these advanced technologies will also support learning and development in problem solving, health and wellness, and social skills.

Some of the proposed equipment:

- Digital Table – an interactive smart table with a touch screen interface. It has access to the internet and multiple activities via downloadable applications on several topics (I.e., education prep – Acellus Student; resume building – Resume Maker Professional 20; language learning – DuoLingo, art – Sketchbook Pro, Animation Desk Classic, Adobe Creative Cloud; design and drawing CorelCAD, Inkscape; and others). The table is compatible with multiple devices. Planned programs to use the digital table include Teen Tech Tuesdays, Career Workshops, and Robotics/Engineering Challenges.
- Digital Wall - a large screen display on one of the space's walls. (I.e., hosting virtual visits from local to international guests, virtual seminars, public speaking and presentations opportunities, collaborative learning and gaming) Planned programs to use the digital wall include special virtual events, Teen Anime Club, and Teen Advisory Group.
- Virtual reality headsets – wireless with realistic virtual experiences through downloadable apps or via Internet connection (cognitive and well-being applications – VRHealth Portal, Appility; interactive interview practice – VirtualSpeech Training; education - virtual tours of worldwide historical locations and museums; health – Human Anatomy VR to explore the human body) Planned programs to use virtual reality include special Quest, Focus on Art, and Teen Tech Tuesday.

**Estimated Cost for Technology and Equipment: \$29,940**

**Total estimated cost: \$47,614**

## Desired Outcomes and Measurements

### Desired Outcomes

#### Program: Teen Space Reorganization

Situation: Currently the LSC-Tomball Community Library does not provide an adequate space for the teens in our community

Inputs (What we invest)	Outputs (What we do and who we do it to.)		Outcomes – Impact (The incremental events/changes that occur as a result of the outputs)		
	Activities	Participation	Short	Medium	Long
Funding Advanced technology Engaged and creative staff TEDC support	Marketing and outreach  Programs and events Career Workshops Creative Writing Group Technology and computer programs Professional visits Art and design programs  Teen Advisory Group	Customers (teens) Community  Teens Community Partners Families  Teens School groups Other libraries	Improved access to advanced technology in the library  Increased participation in a variety of library programs  Increased connection with peers  Increased creative expression  Increased literacy: general, technology, health	Increased creative and practical application of technology skills  Increased social skills and confidence with others  Increased skills with particular creative expression (more skilled at digital drawing, for example)  Forward thinking attitude towards career opportunities	Improved quality of life due to increased literacy skills  Engagement with job-skill and education related activities  Solid social skills and social confidence  Decreased anxiety and uncertainty toward shift to adulthood  Lifelong library users Independent learners  Increased collaboration with partners

#### Assumptions

A dedicated teen space in the library is an ideal space for teens to gain career development skills, technological literacy, social literacy and educational experiences

#### External Factors

Covid has delayed reorganization, and re-introducing the teen space will be challenging after a long time

### Performance Indicators of Success:

#### Quantitative:

- Increase in teen usage of the YA Space
- Increase in attendance/participation of teen programs
- Increased variety of teen programs offered
- Increased teen usage of advanced technology and TIL equipment

#### Qualitative:

- Positive public feedback of the YA Space services via
  - surveys,
  - teen advisory group feedback
  - comment cards
  - impact stories

### Sample of Planned YA Space Programs

- **Bi-Weekly Career Workshops:** Centered around job and career relate themes, these workshops can help to focus career goals, write resumes, practice interview skills, and can use the available technology (iPad, touch table, ect) to boost teens' technical skills. Guest speakers and professional contacts would be a great option here as well.
- **Weekly Teen Writers' Group:** Creative focus, writing, utilizing library resources to learn about publishing. Writing and language skills are extremely important for young people entering the workforce, and this program will help to increase competence and confidence.
- **Weekly Teen Tech Tuesdays:** Teens will focus on learning technology skills through lessons and free experimentation with interactive smart table, robotics kits, VR, and more. The goal is to develop confidence with technical applications and critical thinking skills.
- **Weekly Teen Anime Club:** In this club, teens can interact and develop social skills around a shared interest in anime and Japanese art/culture. Here, they can utilize the iPad and smart table to create their own art and animation projects, and also connect with other Innovation Lab equipment such as the 3D printer and laser cutter.
- **Weekly Teen Gaming Fridays:** Through collaborative and educational gaming we can encourage literacy activities like reading, writing & creating, as well as co-operative play and problem solving. Many games are themed around creating and learning, as well as being entertaining to play.
- **Bi-weekly Family Saturday:** Allow for the community to come in and use YA Room technology with guidance from YA Room staff. Getting parents and families of teens involved with activities in the Teen Space is important to maintain long-term engagement.
- **Weekly Homeschool groups:** A specific time to accommodate homeschooled teens during the day. The Teen Space will give homeschooled teens an opportunity to socialize, access new technology, and develop life and job-related skills.
- **Special events:** Through outreach to YA authors, other teen groups, and career professionals, the Teen Space will become a hub for teens to gain new information and perspectives on career options, how to improve their quality of life, and how to enhance their education and vocational opportunities.
- **Monthly Robotics Basics Build:** Go over the basics of building robots using the Mindstorm kits. This would cover basic builds that help understand different motor functions and coding to utilize those tools.
- **Quarterly Robotics Challenge:** Create challenges that must be completed by a robot built from these kits. Participants would have multiple days to design and build a robot that will then have to be tested by the challenges laid out ahead of time.
- **Weekly Free Build:** Allow kits to be checked out by patrons for use in the YA room with supervision. This allows free flow creative building and design.
- **Monthly Arduino Kit Projects:** Create programs that will focus on different aspects of the tools available in the Arduino kit to showcase how they can be used to create control devices and be implemented in other projects
- **Quarterly Arduino Kit Design Challenge:** Create a program that tasks participants with creating a control device that will be able to do specific tasks and allow them to design and create the final product.
- **Weekly Quests:** Find applications or experiences that promote a theme (exploration, health, careers, etc). Provide those experiences to those who may not otherwise be able to enjoy them in the real world (Tours of faraway places, walks through art museums, new takes on history through first person perspective). Integrate the quests into the game day programs by using VR games that are team focused (Keep Taking and Nobody Explodes, etc.)

- **Weekly Focus on Art:** Art and design sessions using iPad and interactive table to encourage creativity and connect art with technology. Can also be combined with VR technology to create interactive sculpture and displays.
- **Teen Advisory Group:** A group for teens to communicate and give feedback on library programs, help other in the community, and develop teamwork and collaboration skills. TAG activities include teen organized and led clubs and programs, volunteers, and connections with other teen groups around the world via our digital wall.

## **TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROJECT AGREEMENT**

This Project Agreement (this “Agreement”) is made by and between the Tomball Economic Development Corporation, a State of Texas Type B Economic Development Corporation (the “TEDC”), and Friends of Tomball Community Library, a 501c3 nonprofit organization (the “Organization”) and is entered into by the Parties on the date of execution below (the “Effective Date”).

### **RECITALS**

**WHEREAS**, the TEDC’s Board of Directors (the “Board”), at its meeting on September 14, 2021, after conducting a public hearing that was published on September 10, 2021, found that a project that included the TEDC’s provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Lone Star College- Tomball Community Library would promote new or expanded business development (the “Project”); and

**WHEREAS**, through the Project, the TEDC will assist the Organization in promoting and expanding business development in the City of Tomball, Texas (the “City”) by providing \$47,614.00 to the Organization to remodel and refurnish a youth space and for the purchase of Technology Programs and Equipment (the “Equipment”), with a description of the Equipment being attached to this Agreement as “Exhibit B”; and

**WHEREAS**, the Organization, in partnership with the Lone Star College–Tomball, a branch of the Lone Star College System, a State of Texas public community college (the “College”), the Harris County Public Library (the “HCPL”), and Harris County Precinct 4 (the “Precinct”), will use the Equipment to provide improved access to advanced technology, resources, educational opportunities and other relevant services to promote educational and job training opportunities for the College and the HCPL as well as residents of the City and the Precinct (the “Training”); and

**WHEREAS**, in addition to the Training, the City and the Precinct will use the Equipment at an Young Adults Space at the HCPL that will be open to the public and be focused on promoting and expanding business development in the City and the Precinct (the “Lab”), with a more detailed description of the Training and the space being attached to this Agreement as “Exhibit A”; and

**WHEREAS**, as consideration for the TEDC’s provision of funding to the Organization for the Improvements and Equipment through the Project, the Organization has agreed to satisfy and comply with certain terms and conditions provided in this Agreement; and

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

### **AGREEMENT**

#### **Section 1.     Term.**

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

#### **Section 2.     Organization Obligations.**

**A. Continued Operation.** The Library hereby covenants and agrees that it will continue to operate and develop its Young Adult Space in the City throughout the Term.



### **Section 3. TEDC Obligations.**

**A. Project Payment.** In consideration of the Organization representations, promises, and covenants, the TEDC agrees to grant to the Organization \$47,614.00 to remodel and refurbish the space and for the purchase of Technology Programs and Equipment (the “Equipment”), with a description of the Equipment being attached to this Agreement as “Exhibit B”.

**B. Additional Incentive Payment.** To the extent allowed by law, the Board may amend this Agreement to allow for additional provisions of land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to the Library that would promote new or expanded business development.

**C. Contingency.** The Parties understand and acknowledge that the funding of this Agreement is contained in the TEDC’s annual budget and is subject to the approval of the Board in each fiscal year. The Parties further agree that should the Board fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the Board fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to the TEDC and the TEDC shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the TEDC to discharge its obligations under this Agreement are expended, the library’s sole and exclusive remedy shall be to terminate this Agreement.

### **Section 4. Termination.**

**A.** This Agreement shall terminate upon the expiration of the Term, unless terminated earlier as the result of a default by the Organization under one of the following provisions:

**1. General Default.** Either Party may terminate this Agreement during the Term as provided in this paragraph if the other Party is in default by failing to comply with the obligations of this Agreement. The Party alleging the default will give the other Party notice of the default in writing. If the Party in default fails to cure the default within sixty (60) days of the date of the notice, then the Party giving the notice may terminate this Agreement by written notice to the other Party, specifying the date of termination. However, neither Party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the Parties (the “force majeure”) during the Term, but only for so long as the event of force majeure reasonable prevents performance.

**2. Funding Agreement Default.** In the event Organization enters into any type of funding agreement with the City and such funding agreement terminates because of default of the Organization, then this Agreement shall terminate.

**3. Undocumented Worker Employment Default.** According to Chapter 2264 of the Texas Government Code (the “Code”), the Library will not knowingly employ an individual who, at the time of employment: (i) is an undocumented workers as that term is defined in the Code; and, (ii) is not lawfully admitted for permanent residence to the United States or, is not authorized under the law to be employed in that manner in the United States. Additionally, if the is convicted of a violation under 8 U.S.C. Section 1324a(f), then the conviction is a breach of this Agreement and the TEDC will send the Library written notice that the Library has violated this paragraph and that the Agreement terminates thirty (30) days from the date of the notice.

**B.** It is understood and agreed by the Parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Library 's sole and exclusive remedy shall be limited to either the termination of this Agreement, or a suit for specific performance.

#### **Section 5.      Reimbursement For Default.**

If this Agreement terminates because of the Organizations' default, then the Organization shall reimburse the TEDC for all expenses that the TEDC has made to the Organization related to this Agreement, excluding any previous reimbursement payments made by the Organization under this Agreement (the "Reimbursement"). The Reimbursement shall be in accordance with the following provisions:

1. The Reimbursement shall be made for all direct expenses paid by the TEDC to the Organization along with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Organization of the default;
2. The Reimbursement shall include any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to enter into this Agreement and to obtain the Reimbursement; and,
3. The Reimbursement obligation survives termination of this Agreement.

#### **Section 6.      Miscellaneous.**

**A. Liability.** To the extent permitted by law, no director, officer, employee, or agent of the TEDC, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or related to this Agreement.

**B. Assignability.** This Agreement may not be assigned by the Organization to any other person or entity unless the TEDC consents in writing to such assignment.

**C. Jurisdiction and Venue.** 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.

**D. Amendment.** 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.

**E. Notice.** 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; (ii) by delivering the same in person to such Party; (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or, (iv) by facsimile or other electronic transmission; 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:

**To the TEDC:**  
Tomball Economic Development Corporation  
Attn: President, Board of Directors  
401 West Market Street  
Tomball, Texas 77375

**Friends of Tomball Community Library:**  
Friends of Tomball Community Library  
Attn: Lain Hopwood

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

**F. No Waiver.** The failure of either 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. However, the TEDC hereby reserves and retains any and governmental immunities that it might now have or possess in the future.

**G. Severability.** 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.

### **SIGNATURES**

**THIS AGREEMENT is hereby executed by the Parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

**FOR: THE TEDC**

**FOR: FRIENDS OF TOMBALL  
COMMUNITY LIBRARY**

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

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

**Name: Gretchen Fagan**

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

**Title: President, Board of Directors**

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

**ATTEST:**

**ATTEST:**

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

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

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

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

**Title: Secretary, Board of Directors**

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

### **ACKNOWLEDGMENT – FOR THE ORGANIZATION**

**THE STATE OF TEXAS     §  
COUNTY OF HARRIS     §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
Name Position/Title Entity Name  
for and on behalf of said Entity.

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

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

(SEAL)

---

**ACKNOWLEDGMENT – FOR THE TEDC**

**THE STATE OF TEXAS       §**  
**COUNTY OF HARRIS       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
Day Month  
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 – TRAINING PROGRAM & INNOVATION LAB DESCRIPTION**

The Young Adult (YA) space reorganization represents Phase 2 of the Tomball Innovation Lab initiative that started in 2019 and had its grand opening on January 28, 2020. This initiative was supported by the Tomball Chamber of Commerce, the Tomball Economic Development Corporation, Tomball ISD, HCA-Houston Healthcare Tomball and the city of Tomball.

The YA space will provide educational opportunities for teens, job preparation and career development, technological literacy, social literacy and leadership experiences.

### **Teen-Focused Furniture:**

It is essential to provide teens with appealing décor, age-appropriate furniture and specialized librarian services. To this end we have researched furniture that is appealing, mobile and encourages project collaboration and ease of use for YA Space resources.

- Minimalistic service desk
  - Specialized, non-invasive or intimidating young adult librarian presence in the young adult space
    - Increases young adult reference and guidance for technology use
    - Librarians can supervise the YA Space, secure YA Space technology while not appearing invasive
- Modern furniture
  - Multi-functional furniture
    - Mobile chairs and tables are easily arranged for focused programming as well as casual collaboration and socialization
    - Chairs with power sources for charging wireless devices, moveable footstools with storage for backpacks and textbooks, mobile side tables for holding devices and books
    - Dividers in order to section off the room for programs while still allowing access to the YA space for casual use.

**Estimated Cost for space remodel and refurnish: \$17,674**



## **EXHIBIT B – DESCRIPTION OF EQUIPMENT**

### Featured Technology and Related Programs/Activities:

- Digital Table – an interactive smart table with a touch screen interface. It has access to the internet and multiple activities via downloadable applications on several topics (I.e., education prep – Acellus Student; resume building – Resume Maker Professional 20; language learning – DuoLingo, art – Sketchbook Pro, Animation Desk Classic, Adobe Creative Cloud; design and drawing CorelCAD, Inkscape; and others). The table is compatible with multiple devices. Planned programs to use the digital table include Teen Tech Tuesdays, Career Workshops, and Robotics/Engineering Challenges.
- Digital Wall - a large screen display on one of the space's walls. (I.e., hosting virtual visits from local to international guests, virtual seminars, public speaking and presentations opportunities, collaborative learning and gaming) Planned programs to use the digital wall include special virtual events, Teen Anime Club, and Teen Advisory Group.
- Virtual reality headsets – wireless with realistic virtual experiences through downloadable apps or via Internet connection (cognitive and well-being applications – VRHealth Portal, Appility; interactive interview practice – VirtualSpeech Training; education - virtual tours of worldwide historical locations and museums; health – Human Anatomy VR to explore the human body) Planned programs to use virtual reality include special Quest, Focus on Art, and Teen Tech Tuesday.

**Estimated Cost for Technology and Equipment: \$29,940**

**RESOLUTION NO. 2021-43-TEDC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING A PROJECT OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION UNDER TEXAS LOCAL GOVERNMENT CODE SECTION 505.158.**

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Tomball, Texas (the “Council”) finds that Tomball Economic Development Corporation (the “TEDC”) is a duly-formed organization in the State of Texas and that its purpose is to enhance the economic well being of the City of Tomball (the “City”) and its citizens; and

**WHEREAS**, the Council finds that the TEDC’s proposed project that includes the TEDC’s provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Friends of Tomball Community Library would promote new or expanded business development (the “Project”) in and around the City, with a description of the Project being included in the Performance Agreement attached to this Resolution as “Exhibit A”; and **NOW THEREFORE**,

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

**THAT** the City Council of the City of Tomball hereby finds and approves the Tomball Economic Development Corporation’s project, as such project is described in the Performance Agreement attached to this Resolution as “Exhibit A”.

**PASSED, APPROVED, and RESOLVED on first reading on \_\_\_\_\_.**

**PASSED, APPROVED, and RESOLVED on second reading on \_\_\_\_\_.**

\_\_\_\_\_  
**GRETCHEN FAGAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Doris Speer, City Secretary**

**EXHIBIT A**  
**PERFORMANCE AGREEMENT – TEDC & FRIENDS OF**  
**TOMBALL COMMUNITY LIBRARY**

## **TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROJECT AGREEMENT**

This Project Agreement (this “Agreement”) is made by and between the Tomball Economic Development Corporation, a State of Texas Type B Economic Development Corporation (the “TEDC”), and Friends of Tomball Community Library, a 501c3 nonprofit organization (the “Organization”) and is entered into by the Parties on the date of execution below (the “Effective Date”).

### **RECITALS**

**WHEREAS**, the TEDC’s Board of Directors (the “Board”), at its meeting on September 14, 2021, after conducting a public hearing that was published on September 10, 2021, found that a project that included the TEDC’s provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Lone Star College- Tomball Community Library would promote new or expanded business development (the “Project”); and

**WHEREAS**, through the Project, the TEDC will assist the Organization in promoting and expanding business development in the City of Tomball, Texas (the “City”) by providing \$47,614.00 to the Organization to remodel and refurnish a youth space and for the purchase of Technology Programs and Equipment (the “Equipment”), with a description of the Equipment being attached to this Agreement as “Exhibit B”; and

**WHEREAS**, the Organization, in partnership with the Lone Star College–Tomball, a branch of the Lone Star College System, a State of Texas public community college (the “College”), the Harris County Public Library (the “HCPL”), and Harris County Precinct 4 (the “Precinct”), will use the Equipment to provide improved access to advanced technology, resources, educational opportunities and other relevant services to promote educational and job training opportunities for the College and the HCPL as well as residents of the City and the Precinct (the “Training”); and

**WHEREAS**, in addition to the Training, the City and the Precinct will use the Equipment at an Young Adults Space at the HCPL that will be open to the public and be focused on promoting and expanding business development in the City and the Precinct (the “Lab”), with a more detailed description of the Training and the space being attached to this Agreement as “Exhibit A”; and

**WHEREAS**, as consideration for the TEDC’s provision of funding to the Organization for the Improvements and Equipment through the Project, the Organization has agreed to satisfy and comply with certain terms and conditions provided in this Agreement; and

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

### **AGREEMENT**

#### **Section 1.     Term.**

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

#### **Section 2.     Organization Obligations.**

**A. Continued Operation.** The Library hereby covenants and agrees that it will continue to operate and develop its Young Adult Space in the City throughout the Term.

### **Section 3. TEDC Obligations.**

**A. Project Payment.** In consideration of the Organization representations, promises, and covenants, the TEDC agrees to grant to the Organization \$47,614.00 to remodel and refurbish the space and for the purchase of Technology Programs and Equipment (the “Equipment”), with a description of the Equipment being attached to this Agreement as “Exhibit B”.

**B. Additional Incentive Payment.** To the extent allowed by law, the Board may amend this Agreement to allow for additional provisions of land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to the Library that would promote new or expanded business development.

**C. Contingency.** The Parties understand and acknowledge that the funding of this Agreement is contained in the TEDC’s annual budget and is subject to the approval of the Board in each fiscal year. The Parties further agree that should the Board fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the Board fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to the TEDC and the TEDC shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the TEDC to discharge its obligations under this Agreement are expended, the library’s sole and exclusive remedy shall be to terminate this Agreement.

### **Section 4. Termination.**

**A.** This Agreement shall terminate upon the expiration of the Term, unless terminated earlier as the result of a default by the Organization under one of the following provisions:

**1. General Default.** Either Party may terminate this Agreement during the Term as provided in this paragraph if the other Party is in default by failing to comply with the obligations of this Agreement. The Party alleging the default will give the other Party notice of the default in writing. If the Party in default fails to cure the default within sixty (60) days of the date of the notice, then the Party giving the notice may terminate this Agreement by written notice to the other Party, specifying the date of termination. However, neither Party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the Parties (the “force majeure”) during the Term, but only for so long as the event of force majeure reasonable prevents performance.

**2. Funding Agreement Default.** In the event Organization enters into any type of funding agreement with the City and such funding agreement terminates because of default of the Organization, then this Agreement shall terminate.

**3. Undocumented Worker Employment Default.** According to Chapter 2264 of the Texas Government Code (the “Code”), the Library will not knowingly employ an individual who, at the time of employment: (i) is an undocumented workers as that term is defined in the Code; and, (ii) is not lawfully admitted for permanent residence to the United States or, is not authorized under the law to be employed in that manner in the United States. Additionally, if the is convicted of a violation under 8 U.S.C. Section 1324a(f), then the conviction is a breach of this Agreement and the TEDC will send the Library written notice that the Library has violated this paragraph and that the Agreement terminates thirty (30) days from the date of the notice.



**B.** It is understood and agreed by the Parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Library 's sole and exclusive remedy shall be limited to either the termination of this Agreement, or a suit for specific performance.

#### **Section 5.      Reimbursement For Default.**

If this Agreement terminates because of the Organizations' default, then the Organization shall reimburse the TEDC for all expenses that the TEDC has made to the Organization related to this Agreement, excluding any previous reimbursement payments made by the Organization under this Agreement (the "Reimbursement"). The Reimbursement shall be in accordance with the following provisions:

1. The Reimbursement shall be made for all direct expenses paid by the TEDC to the Organization along with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Organization of the default;
2. The Reimbursement shall include any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to enter into this Agreement and to obtain the Reimbursement; and,
3. The Reimbursement obligation survives termination of this Agreement.

#### **Section 6.      Miscellaneous.**

**A. Liability.** To the extent permitted by law, no director, officer, employee, or agent of the TEDC, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or related to this Agreement.

**B. Assignability.** This Agreement may not be assigned by the Organization to any other person or entity unless the TEDC consents in writing to such assignment.

**C. Jurisdiction and Venue.** 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.

**D. Amendment.** 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.

**E. Notice.** 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; (ii) by delivering the same in person to such Party; (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or, (iv) by facsimile or other electronic transmission; 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:

**To the TEDC:**  
Tomball Economic Development Corporation  
Attn: President, Board of Directors  
401 West Market Street  
Tomball, Texas 77375

**Friends of Tomball Community Library:**  
Friends of Tomball Community Library  
Attn: Lain Hopwood

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

**F. No Waiver.** The failure of either 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. However, the TEDC hereby reserves and retains any and governmental immunities that it might now have or possess in the future.

**G. Severability.** 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.

### **SIGNATURES**

**THIS AGREEMENT is hereby executed by the Parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

**FOR: THE TEDC**

**FOR: FRIENDS OF TOMBALL  
COMMUNITY LIBRARY**

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

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

**Name: Gretchen Fagan**

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

**Title: President, Board of Directors**

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

**ATTEST:**

**ATTEST:**

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

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

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

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

**Title: Secretary, Board of Directors**

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

### **ACKNOWLEDGMENT – FOR THE ORGANIZATION**

**THE STATE OF TEXAS     §  
COUNTY OF HARRIS     §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
Name Position/Title Entity Name  
for and on behalf of said Entity.

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

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

(SEAL)

---

**ACKNOWLEDGMENT – FOR THE TEDC**

**THE STATE OF TEXAS       §**  
**COUNTY OF HARRIS       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
Day Month  
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 – TRAINING PROGRAM & INNOVATION LAB DESCRIPTION**

The Young Adult (YA) space reorganization represents Phase 2 of the Tomball Innovation Lab initiative that started in 2019 and had its grand opening on January 28, 2020. This initiative was supported by the Tomball Chamber of Commerce, the Tomball Economic Development Corporation, Tomball ISD, HCA-Houston Healthcare Tomball and the city of Tomball.

The YA space will provide educational opportunities for teens, job preparation and career development, technological literacy, social literacy and leadership experiences.

### **Teen-Focused Furniture:**

It is essential to provide teens with appealing décor, age-appropriate furniture and specialized librarian services. To this end we have researched furniture that is appealing, mobile and encourages project collaboration and ease of use for YA Space resources.

- Minimalistic service desk
  - Specialized, non-invasive or intimidating young adult librarian presence in the young adult space
    - Increases young adult reference and guidance for technology use
    - Librarians can supervise the YA Space, secure YA Space technology while not appearing invasive
- Modern furniture
  - Multi-functional furniture
    - Mobile chairs and tables are easily arranged for focused programming as well as casual collaboration and socialization
    - Chairs with power sources for charging wireless devices, moveable footstools with storage for backpacks and textbooks, mobile side tables for holding devices and books
    - Dividers in order to section off the room for programs while still allowing access to the YA space for casual use.

**Estimated Cost for space remodel and refurnish: \$17,674**

## **EXHIBIT B – DESCRIPTION OF EQUIPMENT**

### Featured Technology and Related Programs/Activities:

- Digital Table – an interactive smart table with a touch screen interface. It has access to the internet and multiple activities via downloadable applications on several topics (I.e., education prep – Acellus Student; resume building – Resume Maker Professional 20; language learning – DuoLingo, art – Sketchbook Pro, Animation Desk Classic, Adobe Creative Cloud; design and drawing CorelCAD, Inkscape; and others). The table is compatible with multiple devices. Planned programs to use the digital table include Teen Tech Tuesdays, Career Workshops, and Robotics/Engineering Challenges.
- Digital Wall - a large screen display on one of the space's walls. (I.e., hosting virtual visits from local to international guests, virtual seminars, public speaking and presentations opportunities, collaborative learning and gaming) Planned programs to use the digital wall include special virtual events, Teen Anime Club, and Teen Advisory Group.
- Virtual reality headsets – wireless with realistic virtual experiences through downloadable apps or via Internet connection (cognitive and well-being applications – VRHealth Portal, Appility; interactive interview practice – VirtualSpeech Training; education - virtual tours of worldwide historical locations and museums; health – Human Anatomy VR to explore the human body) Planned programs to use virtual reality include special Quest, Focus on Art, and Teen Tech Tuesday.

**Estimated Cost for Technology and Equipment: \$29,940**



# Regular City Council

## Agenda Item

### Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

Approve, on First Reading, Resolution No. 2021-41-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 GK Hospitality Development, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 6,530 square foot commercial facility to be located on the west side of SH 249, northerly of FM 2920 Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed \$107,500.00.

**Background:**

On November 9, 2021, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with GK Hospitality Development, LLC for assistance with infrastructure costs related to the development of a proposed 6,530 square foot commercial facility to be located on the west side of SH 249, northerly of FM 2920 Road, Tomball, Texas 77377.

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

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2021-41-TEDC after two separate readings.

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

**Recommendation:** Approval of Resolution No. 2021-41-TEDC on First Reading

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_

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:** December 6, 2021

**SUBJECT:** GK Hospitality Development, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Ali Khan, Principal, GK Hospitality Development, LLC, for assistance with infrastructure costs related to the construction of a commercial building and gas station to be developed on the west side of SH 249, north of the Lowe's center.

The proposed development will consist of an approximately 6,530 square foot building and Chevron gasoline service station on approximately 0.75 acres. The building will house a convenience store and provide two retail lease spaces. The estimated capital investment for the project is \$3,092,500.00. GK Hospitality Development also desires to develop the adjacent tract as a multi-family project in the future.

The eligible infrastructure improvements include water, sanitary, gas, storm sewer, telecommunications, electric utilities and related site improvements totaling approximately \$525,500.00.

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 of Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$281,042.00.

If the agreement between the TEDC and GK Hospitality Development, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$105,100.00, based on 20% of the actual expenditures for the eligible infrastructure improvements.

# GK Hospitality Development, LLC



4606 FM 1960 W. Suite 640  
Houston, Texas 77069  
Phone 281-895-7773

September 10, 2021

Tomball Economic Development Corporation ("TEDC")  
Attn: Board of Directors  
29201 Quinn Rd., Suite B  
Tomball, TX 77377

RE: Grant Request – New Chevron Retail Center Development  
Hwy. 2920 and Hwy 249 directly behind Lowes Department Store  
Tomball, TX 77377

Dear TEDC Board of Directors:

On behalf of GK Hospitality Development, LLC. ("Owner"). I would like to request grant funding from the TEDC for the development and construction of a new 6,580 sq. ft. Chevron Retail Building ( includes Grocery, Deli/Restaurant and Retail rental spaces) to be located on the northwest corner of FM 2920 and Hwy 249 directly behind Lowes Department Store. The legal description of the site are 3D, ABST 34 J House and RES F BLOCK 1 Tomball Center R/P.

This project involves the improvement of a raw .75 acre tract of land. Construction will include all requirements to complete the Chevron Center, underground utilities, water and waste water to be brought in to the property for connections, underground storage tanks, fuel pumps, canopy, parking and driveways.

We are also working on some pre-construction commitments for the remaining other rental spaces who will also be new employers in the City



of Tomball and would create new employment opportunities and generate sales tax revenues. We expect the remaining two spaces to be leased before the building is finalized.

GK Hospitality Development and its owners are partners in several other Holding Companies, that has developed Commercial and Residential holdings in several Texas Cities, Houston, Orange, Pearland, Beaumont, Silsbee and Port Arthur to name a few.

GK Hospitality Development has a strong interest in the Development of the Chevron Center in Tomball with plans to develop a Multi-Family Complex directly behind the Chevron Center. Our company values and appreciates the City of Tomball and would like for GK Hospitality to be involved long term with the City and its growth potential with current and future developments. Our request for grant funding is driven by different challenges in that the site does not have any waste water connection along with the development cost that has increased drastically over the last year creating greater expenses than we anticipated. Our plan as well is to seek grant funding for signage, lighting, landscaping and irrigation system

The Development and Construction of the improvements will take six to eight months due to all the supply delays. Our current estimate costs are as follows:

1. Development Services – none charged by GK .....\$00.00
2. Land Current Basis .....\$675,000
3. Hard Costs – Construction of Infrastructure .....\$870,170
4. Hard Cost – Building Construction .....\$1,115,000
5. Soft Cost – Architect & Engineering .....\$65,255
6. Soft Cost –other 3<sup>rd</sup> party, Bank, Title, Survey, etc.,\$170,575
7. Pylon Sign for Chevron and 2 tenants . .....\$41,000
8. Landscaping & Irrigation .....\$48,000

**Other: Rental Space Allowance for interior Build-out**





9. T.I. Allowance from owner to tenant ....\$88,000

We have provided Kelly Violette, the Executive Director with preliminary architectural plans and drawings of the development and also included preliminary site plans, survey, aerial pictures of the development site, turnkey construction cost, IMST feasibility projection report on the Chevron Station and the TEDC grant application form duly filled out.

We are open to answer questions that you may have about the Chevron Center project and on the future Multi-Family Apartment Development. Thank you for your consideration regarding these Development Projects in the City of Tomball, Texas

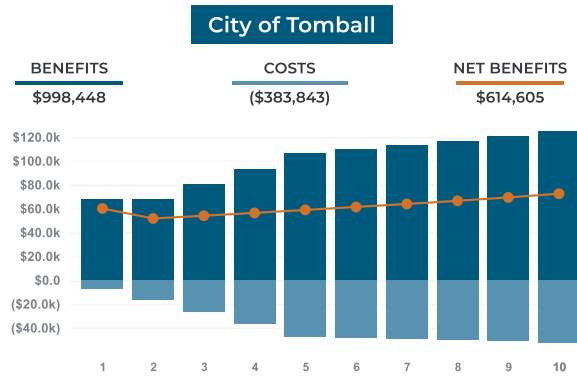
Kind regards,

Ali Khan  
Principal – GK Hospitality Development, LLC  
Contact Telephone: 713-703-4649



IMPACT REPORT  
**GK HOSPITALITY TOMBALL CHEVRON**  
10.28.2021

New Construction - Retail



**NET BENEFITS** **\$614,605**  
Present Value \$468,669

BENEFITS	
Sales Taxes	\$501,072
Real Property Taxes	\$97,944
FF&E Property Taxes	\$8,420
Inventory Property Taxes	\$3,187
New Residential Property Taxes	\$1,739
Hotel Occupancy Taxes	\$201
Building Permits and Fees	\$0
Utility Revenue	\$279,417
Utility Franchise Fees	\$17,494
Miscellaneous Taxes and User Fees	\$88,975
<b>Benefits Subtotal</b>	<b>\$998,448</b>

COSTS	
Cost of Government Services	(\$102,954)
Cost of Utility Services	(\$280,889)
<b>Costs Subtotal</b>	<b>(\$383,843)</b>

**JOBS**

**65.7 Total**  
52.0 Direct  
13.7 Spin-off

**SALARIES**

**\$28,388 Avg**  
\$26,000 Direct  
\$37,459 Spin-off

**CAPITAL INVEST.**

**\$2.4M**  
Buildings + FF&E

**RESIDENTIAL DEV.**

0.3 Homes  
1.8 Relocations

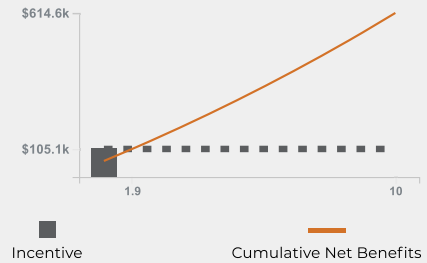
**INCENTIVE ANALYSIS**

**\$105,100**  
Total Incentive

**\$2,021**  
Per Job

**58.5%**  
Rate of Return

**1.9 Yrs**  
Payback Period



**NET BENEFITS OVER 10 YEARS**

<b>CITY</b>	<b>\$614,605</b>
<b>COUNTY</b>	<b>\$110,260</b>
<b>SCHOOL DISTRICT</b>	<b>\$121,915</b>
<b>OTHER</b>	<b>\$151,955</b>

10.28.2021

**Project Type:** New Construction - Retail  
**Prepared By:** Tomball EDC

## Purpose & Limitations

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

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

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

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

## Introduction

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

## Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	52.0	13.7	<b>65.7</b>
Annual Salaries/Wages at Full Ops (Yr 5)	\$1,463,448	\$555,020	<b>\$2,018,468</b>
Salaries/Wages over 10 Years	\$11,912,249	\$4,517,777	<b>\$16,430,025</b>
Taxable Sales/Purchases in City of Tomball	\$24,995,984	\$56,472	<b>\$25,052,457</b>

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	1.5	0.4	<b>1.8</b>
New residents in City of Tomball	3.8	1.0	<b>4.8</b>
New residential properties constructed in City of Tomball	0.2	0.1	<b>0.3</b>
New students to attend local school district	0.7	0.2	<b>0.9</b>

Totals may not sum due to rounding

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

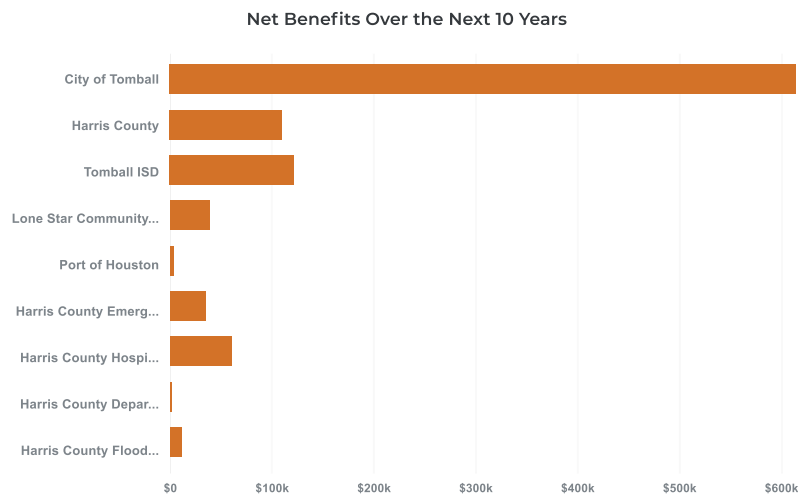
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$10,109	\$675,000	\$1,972,500	\$445,000	\$75,000	\$3,167,500	<b>\$3,177,609</b>
2	\$21,768	\$688,500	\$2,011,950	\$400,500	\$78,750	\$3,179,700	<b>\$3,201,468</b>
3	\$35,057	\$702,270	\$2,052,189	\$356,000	\$82,688	\$3,193,147	<b>\$3,228,204</b>
4	\$48,870	\$716,315	\$2,093,233	\$311,500	\$86,822	\$3,207,870	<b>\$3,256,740</b>
5	\$63,221	\$730,642	\$2,135,097	\$267,000	\$91,163	\$3,223,902	<b>\$3,287,123</b>
6	\$64,485	\$745,255	\$2,177,799	\$222,500	\$95,721	\$3,241,275	<b>\$3,305,760</b>
7	\$65,775	\$760,160	\$2,221,355	\$178,000	\$100,507	\$3,260,022	<b>\$3,325,797</b>
8	\$67,090	\$775,363	\$2,265,782	\$133,500	\$105,533	\$3,280,178	<b>\$3,347,268</b>
9	\$68,432	\$790,870	\$2,311,098	\$89,000	\$110,809	\$3,301,777	<b>\$3,370,210</b>
10	\$69,801	\$806,687	\$2,357,320	\$89,000	\$116,350	\$3,369,357	<b>\$3,439,158</b>

## Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE
City of Tomball	\$998,448	(\$383,843)	\$614,605	\$468,669
Harris County	\$182,377	(\$72,118)	\$110,260	\$85,572
Tomball ISD	\$465,134	(\$343,219)	\$121,915	\$93,582
Lone Star Community College	\$39,204	\$0	\$39,204	\$30,036
Port of Houston	\$3,604	\$0	\$3,604	\$2,761
Harris County Emergency Services District 8	\$35,276	\$0	\$35,276	\$27,027
Harris County Hospital District	\$60,628	\$0	\$60,628	\$46,449
Harris County Department of Education	\$1,816	\$0	\$1,816	\$1,391
Harris County Flood Control	\$11,427	\$0	\$11,427	\$8,754
<b>Total</b>	<b>\$1,797,915</b>	<b>(\$799,180)</b>	<b>\$998,735</b>	<b>\$764,241</b>

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



## Public Support Overview

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

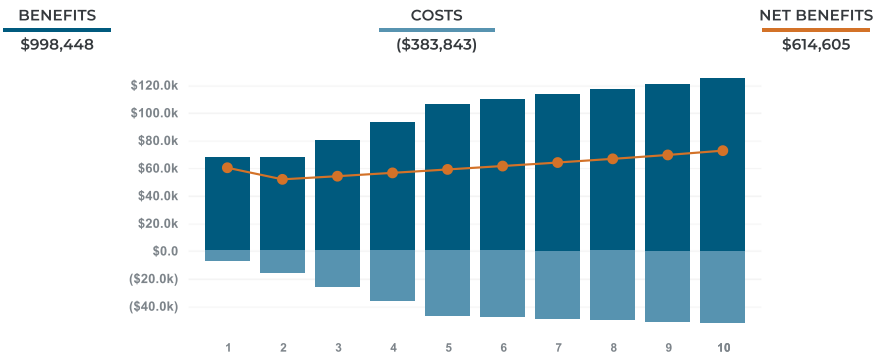
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$105,100	\$105,100
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
<b>Total</b>	<b>\$105,100</b>	<b>\$105,100</b>

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	\$496,964	\$4,108	\$501,072
Real Property Taxes	\$97,944	\$0	\$97,944
FF&E Property Taxes	\$8,420	\$0	\$8,420
Inventory Property Taxes	\$3,187	\$0	\$3,187
New Residential Property Taxes	\$0	\$1,739	\$1,739
Hotel Occupancy Taxes	\$201	\$0	\$201
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$256,113	\$23,304	\$279,417
Utility Franchise Fees	\$16,036	\$1,459	\$17,494
Miscellaneous Taxes and User Fees	\$81,553	\$7,422	\$88,975
Benefits Subtotal	\$960,418	\$38,030	\$998,448
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$94,382)	(\$8,573)	(\$102,954)
Cost of Utility Services	(\$257,488)	(\$23,401)	(\$280,889)
Costs Subtotal	(\$351,869)	(\$31,974)	(\$383,843)
Net Benefits	\$608,548	\$6,057	\$614,605

Annual Fiscal Net Benefits for City of Tomball

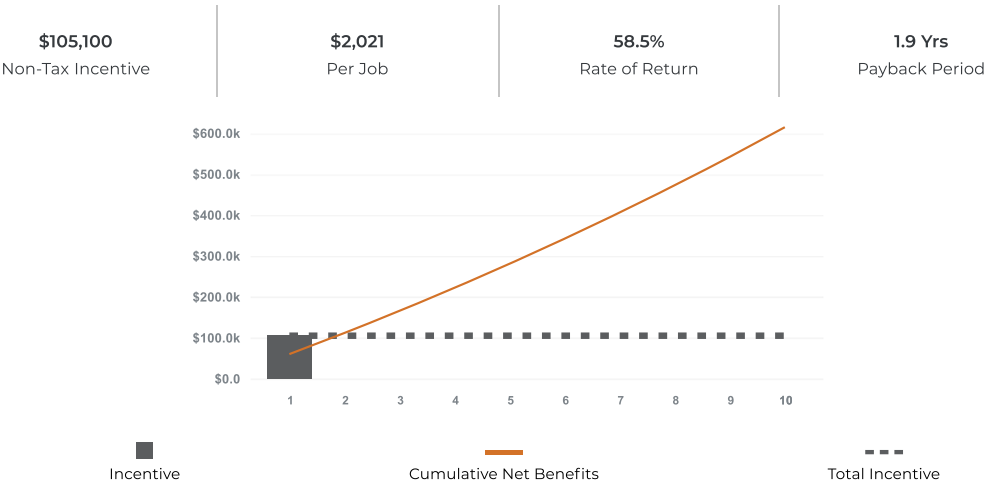


City of Tomball Public Support

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.

Non-Tax Incentive vs. Net Benefits for City of Tomball



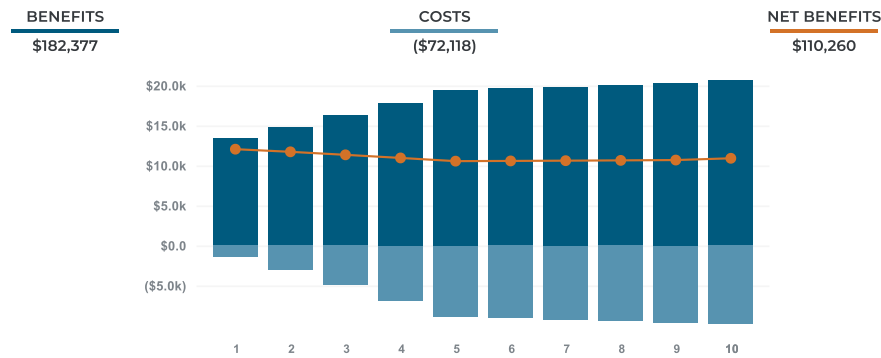


## Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$113,395	\$0	\$113,395
FF&E Property Taxes	\$9,748	\$0	\$9,748
Inventory Property Taxes	\$3,690	\$0	\$3,690
New Residential Property Taxes	\$0	\$15,422	\$15,422
Hotel Occupancy Taxes	\$57	\$0	\$57
Miscellaneous Taxes and User Fees	\$20,617	\$19,448	\$40,065
<b>Benefits Subtotal</b>	<b>\$147,507</b>	<b>\$34,870</b>	<b>\$182,377</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$37,111)	(\$35,006)	(\$72,118)
<b>Costs Subtotal</b>	<b>(\$37,111)</b>	<b>(\$35,006)</b>	<b>(\$72,118)</b>
<b>Net Benefits</b>	<b>\$110,396</b>	<b>(\$136)</b>	<b>\$110,260</b>

Annual Fiscal Net Benefits for Harris County

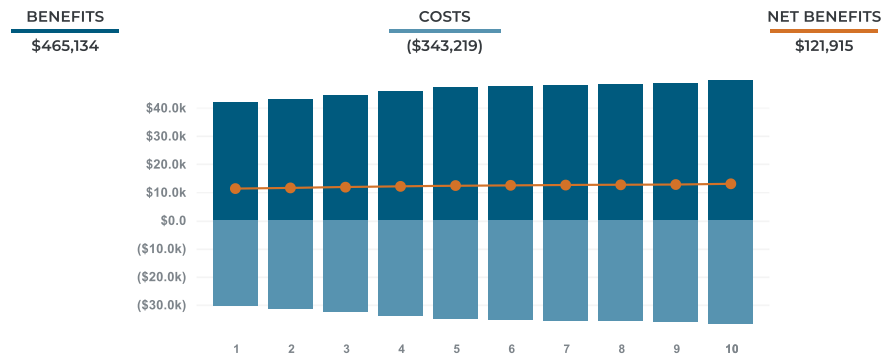


## Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$373,963	\$0	\$373,963
FF&E Property Taxes	\$32,147	\$0	\$32,147
Inventory Property Taxes	\$12,169	\$0	\$12,169
New Residential Property Taxes	\$0	\$21,072	\$21,072
Addtl. State & Federal School Funding	\$0	\$25,783	\$25,783
<b>Benefits Subtotal</b>	<b>\$418,279</b>	<b>\$46,855</b>	<b>\$465,134</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$22,932)	(\$22,932)
Reduction in State School Funding	(\$304,925)	(\$15,361)	(\$320,287)
<b>Costs Subtotal</b>	<b>(\$304,925)</b>	<b>(\$38,294)</b>	<b>(\$343,219)</b>
<b>Net Benefits</b>	<b>\$113,354</b>	<b>\$8,561</b>	<b>\$121,915</b>

Annual Fiscal Net Benefits for Tomball ISD

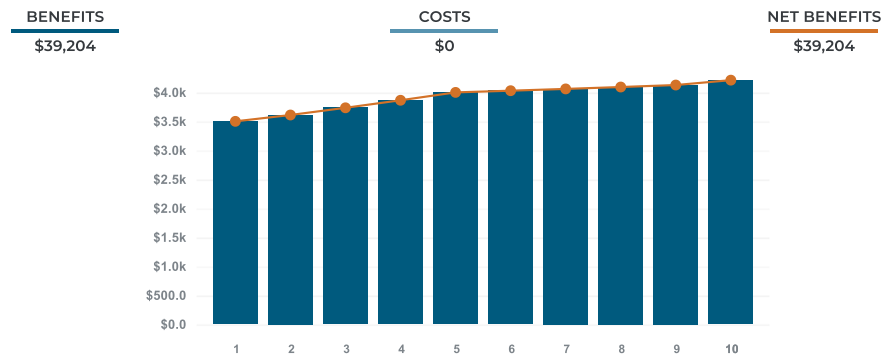


## Lone Star Community College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$31,251	\$0	\$31,251
FF&E Property Taxes	\$2,686	\$0	\$2,686
Inventory Property Taxes	\$1,017	\$0	\$1,017
New Residential Property Taxes	\$0	\$4,250	\$4,250
<b>Benefits Subtotal</b>	<b>\$34,954</b>	<b>\$4,250</b>	<b>\$39,204</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$34,954</b>	<b>\$4,250</b>	<b>\$39,204</b>

Annual Fiscal Net Benefits for Lone Star Community College

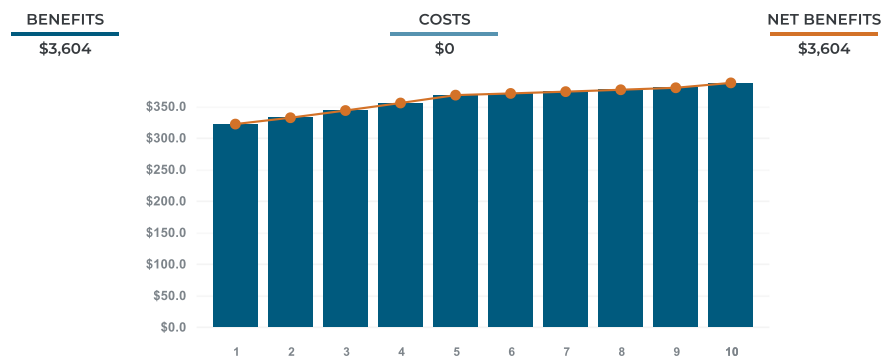


## Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,873	\$0	\$2,873
FF&E Property Taxes	\$247	\$0	\$247
Inventory Property Taxes	\$93	\$0	\$93
New Residential Property Taxes	\$0	\$391	\$391
<b>Benefits Subtotal</b>	<b>\$3,213</b>	<b>\$391</b>	<b>\$3,604</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$3,213</b>	<b>\$391</b>	<b>\$3,604</b>

Annual Fiscal Net Benefits for Port of Houston

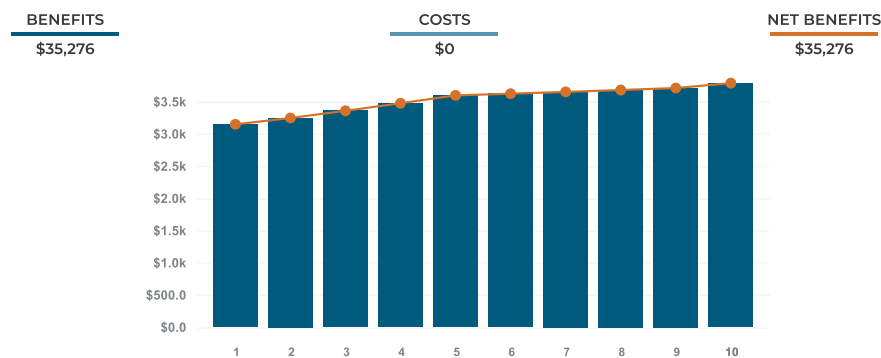


## Harris County Emergency Services District 8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$28,120	\$0	\$28,120
FF&E Property Taxes	\$2,417	\$0	\$2,417
Inventory Property Taxes	\$915	\$0	\$915
New Residential Property Taxes	\$0	\$3,824	\$3,824
<b>Benefits Subtotal</b>	<b>\$31,452</b>	<b>\$3,824</b>	<b>\$35,276</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$31,452</b>	<b>\$3,824</b>	<b>\$35,276</b>

Annual Fiscal Net Benefits for Harris County Emergency Services District 8

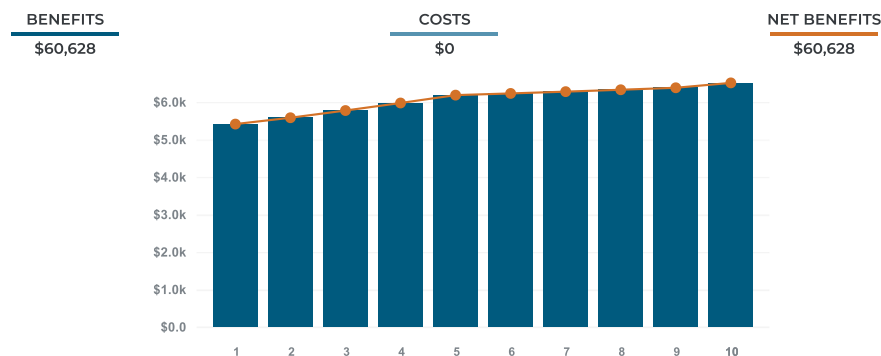


## Harris County Hospital District Fiscal Impact

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	\$48,328	\$0	\$48,328
FF&E Property Taxes	\$4,154	\$0	\$4,154
Inventory Property Taxes	\$1,573	\$0	\$1,573
New Residential Property Taxes	\$0	\$6,573	\$6,573
<b>Benefits Subtotal</b>	<b>\$54,055</b>	<b>\$6,573</b>	<b>\$60,628</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$54,055</b>	<b>\$6,573</b>	<b>\$60,628</b>

Annual Fiscal Net Benefits for Harris County Hospital District

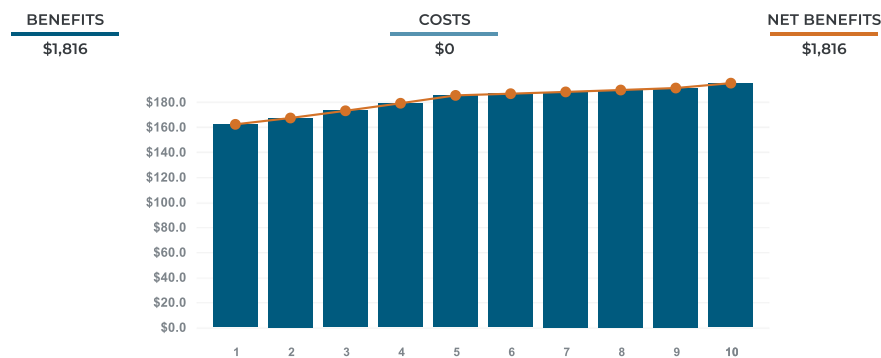


## Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,447	\$0	\$1,447
FF&E Property Taxes	\$124	\$0	\$124
Inventory Property Taxes	\$47	\$0	\$47
New Residential Property Taxes	\$0	\$197	\$197
<b>Benefits Subtotal</b>	<b>\$1,619</b>	<b>\$197</b>	<b>\$1,816</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$1,619</b>	<b>\$197</b>	<b>\$1,816</b>

Annual Fiscal Net Benefits for Harris County Department of Education

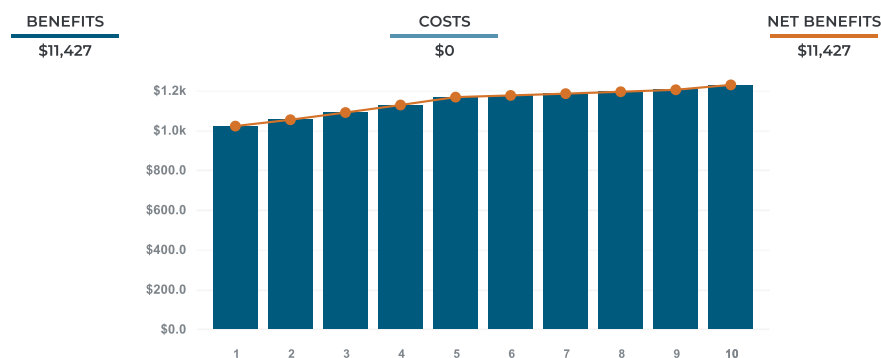


## Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$9,108	\$0	\$9,108
FF&E Property Taxes	\$783	\$0	\$783
Inventory Property Taxes	\$296	\$0	\$296
New Residential Property Taxes	\$0	\$1,239	\$1,239
<b>Benefits Subtotal</b>	<b>\$10,188</b>	<b>\$1,239</b>	<b>\$11,427</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$10,188</b>	<b>\$1,239</b>	<b>\$11,427</b>

Annual Fiscal Net Benefits for Harris County Flood Control





## Overview of Methodology

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

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

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

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

11719 GASOLINE STATIONS WITH CONVENIENCE STORES		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.2632
Earnings Multiplier	(Type II Direct Effect)	1.3793

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

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

This approach uses relies on two assumptions:

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

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

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

This approach relies on two assumptions:

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

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

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

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

## About Impact DataSource

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

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



10.28.2021

## 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 **GK Hospitality Development LLC**. (the “Company”), 4606 FM 1960 W. Suite 640, Houston, TX 77069.

### WITNESSETH:

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

**WHEREAS**, the Company proposes to develop a .75-acre tract of land within the City, generally located near the northwest corner of FM 2920 and State Highway 249, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, such development shall include the construction of a 6,580 square foot commercial building and gasoline facility with an estimated capital investment of Three Million Dollars (\$3,000,000) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

**WHEREAS**, the Company also proposes to create nineteen (19) new full-time employment positions in Tomball within the first two years in conjunction with the opening of its business operations on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of One Hundred and Five Thousand One Hundred Dollars (\$105,100.00), or an amount equal to up to twenty percent (20%) of the actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 6,580 square-foot commercial building and gasoline facility (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the

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

2.

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

3.

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

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred and Five Thousand One Hundred Dollars (\$105,000.00), or an amount equal to twenty percent (20%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

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



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

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

7.

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

8.

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

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

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

If to Company: GK Hospitality Development, LLC  
4606 FM 1960 W. Suite 640  
Houston, Texas 77069  
Attn: Ali Khan,  
Principal, GK Hospitality Development, LLC

9.

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

10.

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

11.

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

12.

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

13.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”).

**GK Hospitality Development, LLC.**

By: \_\_\_\_\_  
Name: Ali Khan  
Title: Principal

ATTEST:

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

**TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION**

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

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

Title: President, Board of Directors

ATTEST:

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

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

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2022, by Ali Khan, Principle, GK Hospitality Development, 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 \_\_\_\_\_  
2021, 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

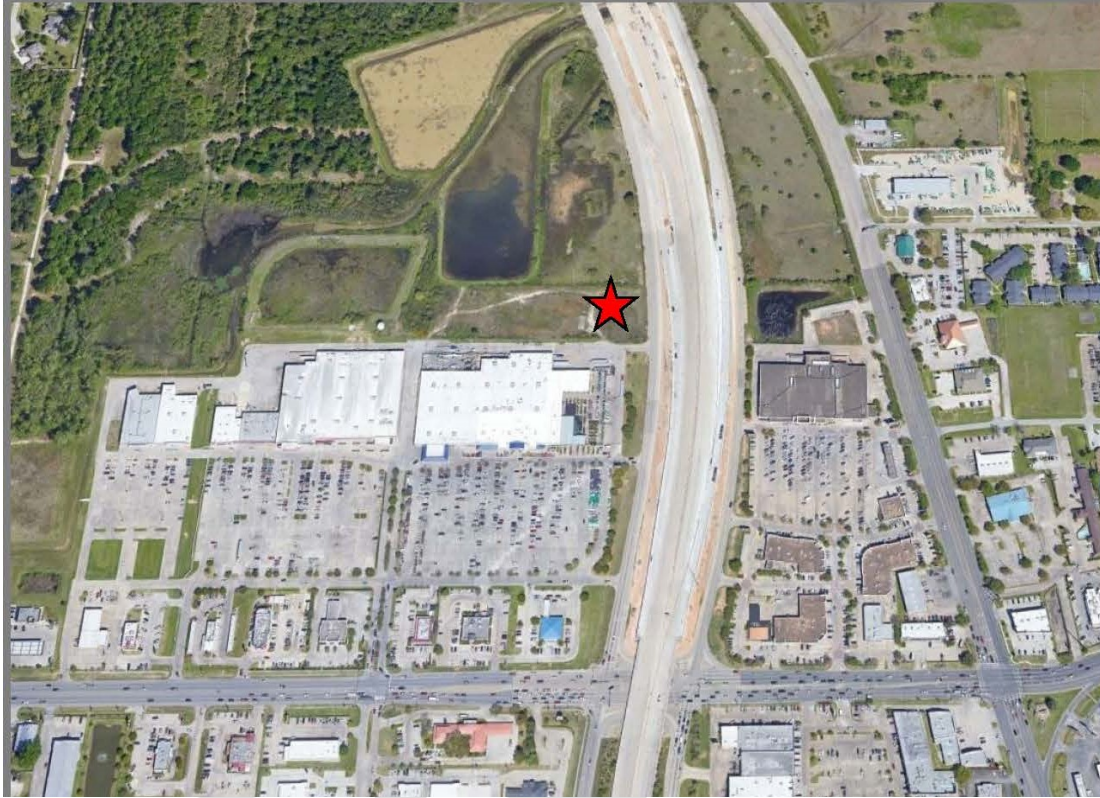
My Commission Expires: \_\_\_\_\_

(SEAL)

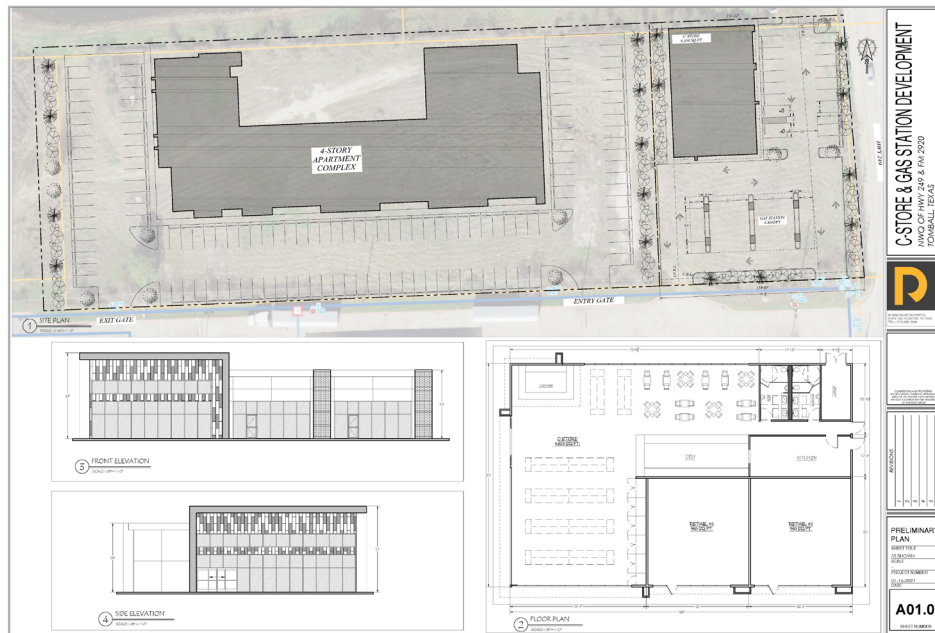


**Exhibit A**  
**Legal Description of Property**

0.75 ACRE TRACT 3D, ABST 34 J House and RES F Block 1 Tomball Center R/P



Construction of a 6,580 square foot commercial building  
near the Northwest Corner of FM 2920 and SH 249, Tomball, TX 7737.



## Exhibit C

### Description of Infrastructure Improvements

<b>Tomball Chevron Center Development:</b>		
NE Corner of FM 2920 and Hwy 249		
Eligible infrastructure		
Soil Density Testing		\$ 5,500
Site Survey/Topography		\$ 7,500
Clear, Cut/Fill to Grade & Stabilization		\$ 77,500
Water Line Infrastructure		\$ 28,000
Gas Line Infrastructure		\$ 22,000
Wastewater infrastructure		\$ 107,500
Storm Sewer/Water drainage infrastructure		\$ 79,000
Infrastructure work for underground Storage Tanks		\$ 27,500
Telecommunication /Conduit Infrastructure		\$ 18,000
Underground communication & electrical wiring to storage tanks		\$ 16,000
Electrical Power Distribution infrastructure		\$ 65,000
Architectural, Drawings and Design		\$ 44,000
Engineering and project management		\$ 28,000
Total		<b>\$525,500</b>

## RESOLUTION NO. 2021-41-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 GK HOSPITALITY DEVELOPMENT, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of One Hundred and Seven Thousand and Five Hundred Dollars (\$107,500.00), found by the Board to be required or suitable to promote a new business development by GK Hospitality Development, LLC; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Hundred and Seven Thousand and Five Hundred Dollars (\$107,500.00), to GK Hospitality Development, LLC, in accordance with an economic development agreement by and between the TEDC and GK Hospitality Development, LLC, to promote and develop a new or expanded business enterprises, to be located at the northwest corner of Hwy 249 and FM 2920, Tomball, Texas.

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

invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; 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\_\_.

\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary



# Regular City Council Agenda Item Data Sheet

Meeting Date: December 6, 2021

**Topic:**

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Techsico to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a 10,000 square foot office/warehouse facility to be located on Lot 9 of the Tomball Business and Technology Park. The estimated amount of expenditures for such Project is and amount not to exceed \$20,529.00.

**Background:**

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its meeting on November 9, 2021, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Techsico for the creation or retention of primary jobs associated with the development of a 10,000 square-foot office/warehouse facility on approximately 2.521 acres of land in the Tombal Business and Technology Park. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

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

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with Techsico.

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

proposes to



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** December 6, 2021

**SUBJECT:** Techsico

**ITEM TYPE:** Action

---

Founded in 2001, Techsico innovates, develops, and constructs communications infrastructure including cell towers and sites. The company is headquartered in Tulsa, Oklahoma and has offices in 5 states with over 225 people.

Mr. Todd Blackburn, CEO of Techsico has submitted a request for grant funding assistance with the company's expansion to Tomball. The company proposes to enter into a build-to-suit lease agreement with KTB Properties for the construction of a 10,000 square-foot office/warehouse facility to be constructed on approximately 2.521 acres of land identified as Lot 9 in the Tomball Business & Technology Park. The estimated capital investment for the project is \$1.5 million.

KTB is a property holding company that will lease space to the owner's operating company, Techsico Inc.

Techsico plans to create 45 jobs at the Tomball facility within its first year of operation and grow to 100 employees over the next thirty-six months.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated 5-year net benefit of this project is \$68,429.00. The proposed incentive is \$20,529.00, based upon 30% of the 5-year net benefit.



September 10, 2021

TEDC,

I am writing to request your consideration in supporting our plans to construct a new office, warehouse that would expand our services to the Tomball area, to a new site on Lot 9 @ S. Persimmon Street in the Tomball Business and Technology Park

Techsico is a wireless installation and maintenance company that constructs and upgrades cell sites to the latest technology. We have offices in 5 states and employ over 225. We would like to build our own office and warehouse for the Houston markets.

We will start off employing approximately 45 full time workers out of this facility and expect that to grow to near 100 in 24-36 months. We also offer benefit package to all of our employees that includes health insurance, life insurance, dental, vision, 401k matching, and an initial 2 weeks of paid time off.

The project will be a build to suit 10 year lease developed by KTB properties that will sit on a site that is approximately 2.5 acres with a 2,000 square foot of office and a 8,000 square foot warehouse.

Please advise what assistance and tax abatement options are available and what further support we can offer in moving this project forward. We look forward to joining the Tomball community.

**Todd Blackburn**

CEO

**TECHSICO Wireless & Native**

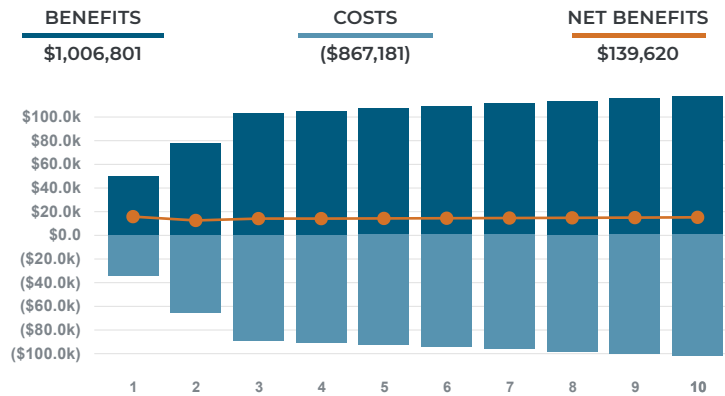
**918.720.0123 office**



Recruitment

Telecommunications

### City of Tomball



### JOBS



**164.8 Total**  
100.0 Direct  
64.8 Spin-off

### SALARIES



**\$59,313 Avg**  
\$65,000 Direct  
\$50,538 Spin-off

### CAPITAL INVEST.



**\$1.5M**  
Buildings + FF&E

### RESIDENTIAL DEV.



0.7 Homes  
4.6 Relocations

### NET BENEFITS

**\$139,620**

Present Value \$107,524

### BENEFITS

Sales Taxes	\$39,383
Real Property Taxes	\$51,793
FF&E Property Taxes	\$8,210
Inventory Property Taxes	\$1,850
New Residential Property Taxes	\$4,998
Hotel Occupancy Taxes	\$28,743
Building Permits and Fees	\$0
Utility Revenue	\$631,280
Utility Franchise Fees	\$39,524
Miscellaneous Taxes and User Fees	\$201,021

**Benefits Subtotal \$1,006,801**

### COSTS

Cost of Government Services	(\$232,593)
Cost of Utility Services	(\$634,587)

**Costs Subtotal (\$867,181)**

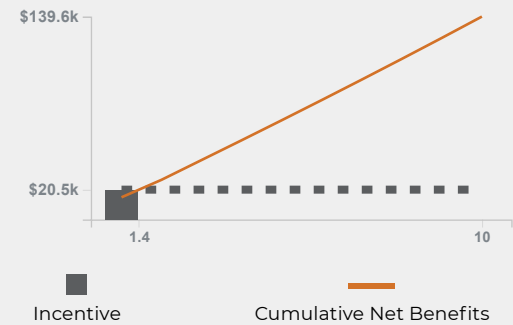
### INCENTIVE ANALYSIS

**\$20,529**  
Total Incentive

**\$205**  
Per Job

**68.0%**  
Rate of Return

**1.4 Yrs**  
Payback Period



### NET BENEFITS OVER 10 YEARS

CITY	\$139,620
COUNTY	\$43,032
SCHOOL DISTRICT	\$88,627
OTHER	\$130,911

Scenario 1 with Client Data

**Project Type:** Recruitment  
**Industry:** Telecommunications  
**Prepared By:** Tomball EDC

Purpose & Limitations

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

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

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

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

Introduction

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

Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	100.0	64.8	164.8
Annual Salaries/Wages at Full Ops (Yr 3)	\$7,030,400	\$3,542,239	\$10,572,639
Salaries/Wages over 10 Years	\$72,449,696	\$36,503,490	\$108.95M
Taxable Sales/Purchases in City of Tomball	\$1,351,902	\$456,294	\$1,808,196

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	2.8	1.8	4.6
New residents in City of Tomball	7.3	4.7	12.0
New residential properties constructed in City of Tomball	0.4	0.3	0.7
New students to attend local school district	1.4	0.9	2.3

Totals may not sum due to rounding



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

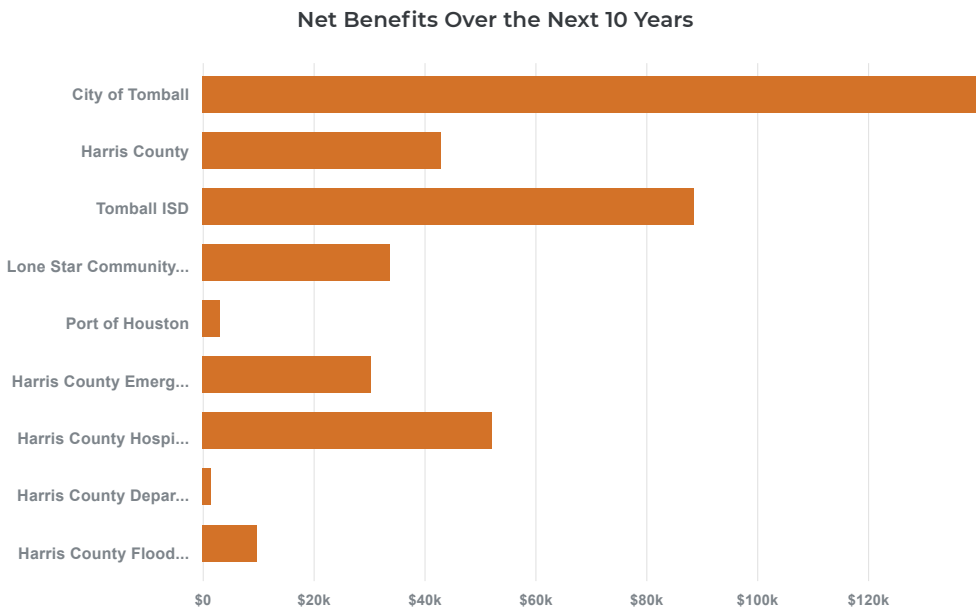
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$58,613	\$400,000	\$1,000,000	\$150,000	\$50,000	<i>\$1,600,000</i>	<b>\$1,658,613</b>
2	\$112,097	\$408,000	\$1,020,000	\$285,000	\$51,000	<i>\$1,764,000</i>	<b>\$1,876,097</b>
3	\$152,453	\$416,160	\$1,040,400	\$405,000	\$52,020	<i>\$1,913,580</i>	<b>\$2,066,033</b>
4	\$155,502	\$424,483	\$1,061,208	\$360,000	\$53,060	<i>\$1,898,752</i>	<b>\$2,054,253</b>
5	\$158,612	\$432,973	\$1,082,432	\$315,000	\$54,122	<i>\$1,884,527</i>	<b>\$2,043,138</b>
6	\$161,784	\$441,632	\$1,104,081	\$270,000	\$55,204	<i>\$1,870,917</i>	<b>\$2,032,701</b>
7	\$165,020	\$450,465	\$1,126,162	\$225,000	\$56,308	<i>\$1,857,936</i>	<b>\$2,022,955</b>
8	\$168,320	\$459,474	\$1,148,686	\$180,000	\$57,434	<i>\$1,845,594</i>	<b>\$2,013,914</b>
9	\$171,686	\$468,664	\$1,171,659	\$135,000	\$58,583	<i>\$1,833,906</i>	<b>\$2,005,592</b>
10	\$175,120	\$478,037	\$1,195,093	\$105,000	\$59,755	<i>\$1,837,884</i>	<b>\$2,013,004</b>

Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$1,006,801	(\$867,181)	\$139,620	\$107,524
Harris County	\$240,435	(\$197,403)	\$43,032	\$33,767
Tomball ISD	\$370,941	(\$282,314)	\$88,627	\$67,768
Lone Star Community College	\$33,775	\$0	\$33,775	\$25,741
Port of Houston	\$3,105	\$0	\$3,105	\$2,366
Harris County Emergency Services District 8	\$30,391	\$0	\$30,391	\$23,162
Harris County Hospital District	\$52,232	\$0	\$52,232	\$39,807
Harris County Department of Education	\$1,564	\$0	\$1,564	\$1,192
Harris County Flood Control	\$9,844	\$0	\$9,844	\$7,502
Total	\$1,749,088	(\$1,346,898)	\$402,190	\$308,830

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



Public Support Overview

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

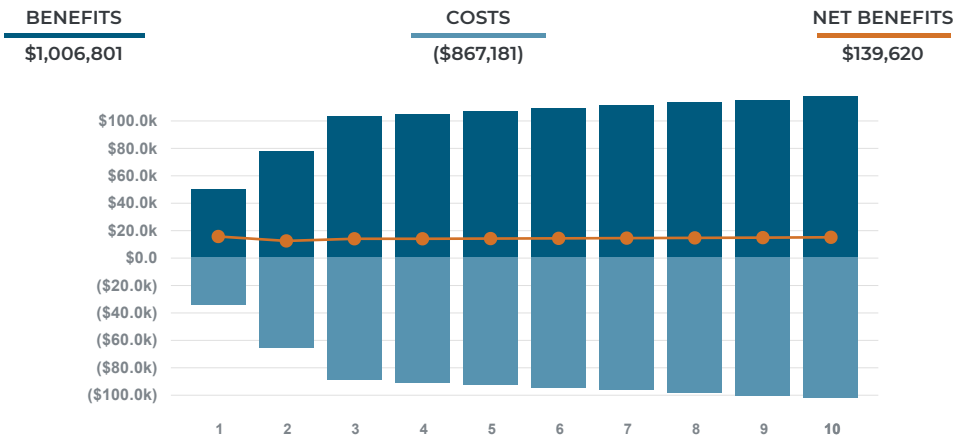
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$20,529	\$20,529
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$20,529	\$20,529

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.

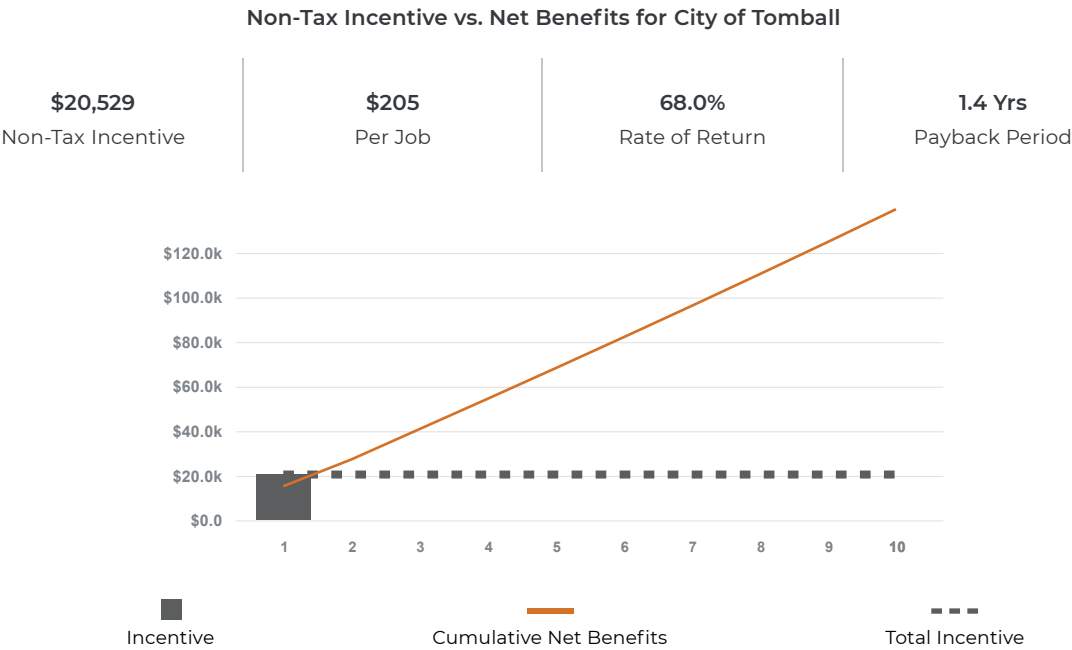
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$12,145	\$27,238	\$39,383
Real Property Taxes	\$51,793	\$0	\$51,793
FF&E Property Taxes	\$8,210	\$0	\$8,210
Inventory Property Taxes	\$1,850	\$0	\$1,850
New Residential Property Taxes	\$0	\$4,998	\$4,998
Hotel Occupancy Taxes	\$28,743	\$0	\$28,743
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$564,295	\$66,985	\$631,280
Utility Franchise Fees	\$35,332	\$4,192	\$39,524
Miscellaneous Taxes and User Fees	\$179,686	\$21,334	\$201,021
Benefits Subtotal	\$882,053	\$124,747	\$1,006,801
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$207,951)	(\$24,642)	(\$232,593)
Cost of Utility Services	(\$567,323)	(\$67,264)	(\$634,587)
Costs Subtotal	(\$775,275)	(\$91,906)	(\$867,181)
Net Benefits	\$106,778	\$32,842	\$139,620

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.



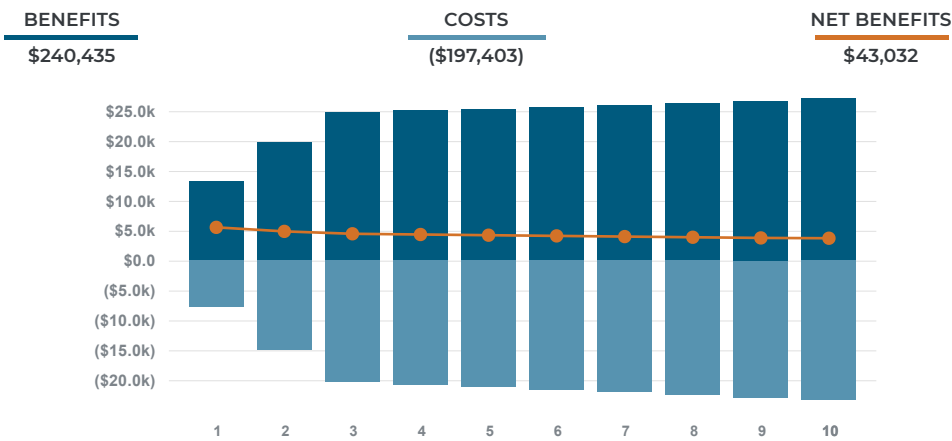


Harris County Fiscal Impact

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	\$59,963	\$0	\$59,963
FF&E Property Taxes	\$9,505	\$0	\$9,505
Inventory Property Taxes	\$2,142	\$0	\$2,142
New Residential Property Taxes	\$0	\$50,944	\$50,944
Hotel Occupancy Taxes	\$8,212	\$0	\$8,212
Miscellaneous Taxes and User Fees	\$45,426	\$64,242	\$109,668
Benefits Subtotal	\$125,249	\$115,186	\$240,435
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$81,767)	(\$115,636)	(\$197,403)
Costs Subtotal	(\$81,767)	(\$115,636)	(\$197,403)
Net Benefits	\$43,481	(\$450)	\$43,032

Annual Fiscal Net Benefits for Harris County

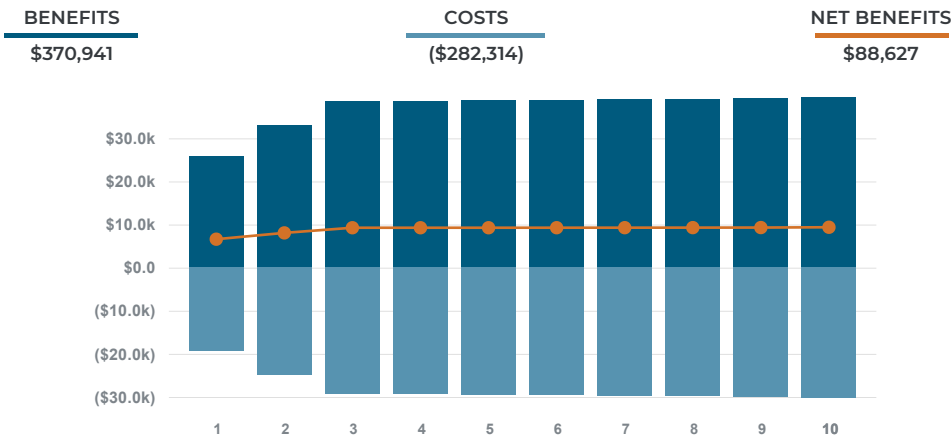


Tomball ISD Fiscal Impact

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	\$197,752	\$0	\$197,752
FF&E Property Taxes	\$31,347	\$0	\$31,347
Inventory Property Taxes	\$7,063	\$0	\$7,063
New Residential Property Taxes	\$0	\$60,613	\$60,613
Addtl. State & Federal School Funding	\$0	\$74,167	\$74,167
Benefits Subtotal	\$236,162	\$134,780	\$370,941
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$65,965)	(\$65,965)
Reduction in State School Funding	(\$172,162)	(\$44,187)	(\$216,349)
Costs Subtotal	(\$172,162)	(\$110,153)	(\$282,314)
Net Benefits	\$64,000	\$24,627	\$88,627

Annual Fiscal Net Benefits for Tomball ISD



Lone Star Community College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$16,525	\$0	\$16,525
FF&E Property Taxes	\$2,620	\$0	\$2,620
Inventory Property Taxes	\$590	\$0	\$590
New Residential Property Taxes	\$0	\$14,040	\$14,040
Benefits Subtotal	\$19,735	\$14,040	\$33,775
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$19,735	\$14,040	\$33,775

Annual Fiscal Net Benefits for Lone Star Community College



Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,519	\$0	\$1,519
FF&E Property Taxes	\$241	\$0	\$241
Inventory Property Taxes	\$54	\$0	\$54
New Residential Property Taxes	\$0	\$1,291	\$1,291
Benefits Subtotal	\$1,814	\$1,291	\$3,105
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,814	\$1,291	\$3,105

Annual Fiscal Net Benefits for Port of Houston



Harris County Emergency Services District 8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$14,870	\$0	\$14,870
FF&E Property Taxes	\$2,357	\$0	\$2,357
Inventory Property Taxes	\$531	\$0	\$531
New Residential Property Taxes	\$0	\$12,633	\$12,633
Benefits Subtotal	\$17,758	\$12,633	\$30,391
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$17,758	\$12,633	\$30,391

Annual Fiscal Net Benefits for Harris County Emergency Services District 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	\$25,556	\$0	\$25,556
FF&E Property Taxes	\$4,051	\$0	\$4,051
Inventory Property Taxes	\$913	\$0	\$913
New Residential Property Taxes	\$0	\$21,712	\$21,712
Benefits Subtotal	\$30,520	\$21,712	\$52,232
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$30,520	\$21,712	\$52,232

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	\$765	\$0	\$765
FF&E Property Taxes	\$121	\$0	\$121
Inventory Property Taxes	\$27	\$0	\$27
New Residential Property Taxes	\$0	\$650	\$650
Benefits Subtotal	\$914	\$650	\$1,564
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$914	\$650	\$1,564

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	\$4,817	\$0	\$4,817
FF&E Property Taxes	\$764	\$0	\$764
Inventory Property Taxes	\$172	\$0	\$172
New Residential Property Taxes	\$0	\$4,092	\$4,092
Benefits Subtotal	\$5,752	\$4,092	\$9,844
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$5,752	\$4,092	\$9,844

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:

238210 ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.648
Earnings Multiplier	(Type II Direct Effect)	1.5038

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

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

This approach uses relies on two assumptions:

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

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

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

This approach relies on two assumptions:

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

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

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

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

About Impact DataSource

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

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

## 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 **TECHSICO Wireless** (the “Company”), 910 S Hudson Ave, Tulsa, OK 74112.

### WITNESSETH:

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

**WHEREAS**, the Company proposes to enter into a build-to-suit lease agreement for the construction of a \$1,450,000 office/warehouse facility to be constructed on approximately 2.521 acres of land identified as Lot 9 in the Tomball Business & Technology Park (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company also proposes to create forty-five (45) full-time positions in Tomball within its first year of operation and plans to increase employment to one hundred (100) full-time positions within thirty-six (36) months of operation; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Twenty Thousand Five Hundred and Twenty-Nine Dollars (\$20,529.00) to assist in the location of its business operations and job creation at 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

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

**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 for such term, except as provided by paragraph 4 hereof, create one hundred (100) full-time positions at the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of forty-five (45) employees, and obtaining all necessary occupancy permits from the City shall occur within twenty-four (24) 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 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 grant to the Company up to Twenty Thousand Five Hundred and Twenty-Nine Dollars (\$20,529.00) as a performance incentive to assist in the location of its business operations and the addition of the on hundred (100) employees to the Property. 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 improvements to the Property, if applicable; (b) proof that the company has retained and added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.



5.

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

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

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

**Personal Liability of Public Officials:** To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

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

8.

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

If to City:

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

If to Company:

TECHSICO Wireless  
910 S Hudson Avenue  
Tulsa, OK 74112  
Attn: Todd Blackburn, CEO

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or 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 \_\_\_\_\_ 2021 (the "Effective Date").

**TECHSICO Wireless**

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

Name: Todd Blackburn

Title: CEO

ATTEST:

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

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

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

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

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2021, by Todd Blackburn, CEO of TECHSICO Wireless., 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 \_\_\_\_\_  
2021, 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)





# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 6, 2021

**Topic:**

Approve Changes to Spirit of Texas Bank Entity Signer

**Background:**

New Finance Director Katherine DuBose started on November 29, 2021. This item is to update our Spirit of Texas account signers to include Ms. DuBose. Spirit of Texas Bank requires City Council approval of the change in signers.

**Origination:** City Staff

**Recommendation:**

Add Finance Director Katherine DuBose as a signer on Spirit of Texas account.

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

Jessica Rogers, Assistant City  
Manager

**FUNDING (IF APPLICABLE)**

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

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

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

Signed	<u>Jessica Rogers</u>	<u>11/29/2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** 12/6/2021

**Topic:**

Approve a contract with B&C Constructors for an LED lighting upgrade to all City facilities in the amount of \$82,089.42, to be completed through a 1GPA contract, with partial funding through the State Energy Conservation Office (SECO).

### Background:

The proposed contract to B&C Constructors, is to complete our LED interior lighting upgrade at all City facilities.

Staff applied for a grant from SECO in August and recently received confirmation that the City was awarded a grant totaling \$68,000.00. The grant received is a match grant of 20% of the total contract price, making the total local funds utilized for this project \$14,089.42.

**Origination:** Public Works Department

### Recommendation:

Staff recommends approving a contract with B&C Constructors to complete the LED lighting upgrade totaling \$82,089.42.

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

**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: #100-157-6206

If no, funds will be transferred from account #	To account #
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Signed	Meagan Mageo		Approved by		
	Staff Member	Date		City Manager	Date



# Proposal Budget

Magnolia, Texas 77354  
713.932.9400 - o  
713.932.9443 - f

**DATE:** November 1, 2021

**PROJECT:** City of Tomball LED Lighting Upgrade

**To: Justin Pruitt**

City of Tomball  
501 James Street  
Tomball TX, 77375

1GPA Contract No. 19-03DP

**Attn:** Justin Pruitt

DESCRIPTION	AMOUNT
General Conditions / supervision / Administration / final clean	\$ 4,800.00
Public works- Lighting, Material and labor	\$ 5,713.88
Admin Building- Lighting, Material and labor	\$ 28,100.55
IT Building- Lighting, Material and labor	\$ 4,756.25
Marketing- Lighting, Material and labor	\$ 2,867.50
Fire Station #1- Lighting, Material and labor	\$ 4,681.25
Fire Station #2- Lighting, Material and labor	\$ 1,850.00
Police Department- Lighting, Material and labor	\$ 21,431.25
City Hall- Lighting, Material and labor	\$ 2,755.00
Community Center- Lighting, Material and labor	\$ 7,707.50
Subtotal	\$ 84,663.18
1GPA Coefficient .96	\$ 81,276.65
1GPA J.O.C Fee 1%	\$ 812.77
SCOPE OF PROPOSAL / ALTERNATES	
James Laycock, Project Manager	
<b>TOTAL AMOUNT</b>	<b>\$ 82,089.42</b>

THANK YOU FOR YOUR BUSINESS!