

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



MONDAY, MARCH 2, 2020

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, March 2, 2020 at 6:00 P.M., 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.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Mike Hernandez – Local Church

3.0 Pledges to U.S. and Texas Flags

4.0 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.]*

5.0 Reports and Announcements

- March 21, 2020 – ***Tomball Honky Tonk Chili Challenge Festival*** at the Depot – 11:00 a.m.-6:00 p.m.

- March 25-26, 2020 – **“Shattered Lives”** program – Concordia Lutheran High School
- March 27-29, 2020 – **Tomball German Sister City Heritage Festival** at the Depot
- April 22, 2020 – **Annual Lone Star College-Tomball Career Fair** – Beckendorf Conference Center, 10:00 a.m.-1:00 p.m., hosted by LSC-Tomball and Tomball Economic Development Corporation
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Glenn Windsor/Luisa Taylor – Quarterly Investment Report for Period Ending December 31, 2019. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On December 31, 2019, the City had total cash and cash equivalents in the amount of \$77,525,353.

6.0 Approve the Minutes of the February 17, 2020 Regular Tomball City Council Meeting

7.0 Old Business:

- 7.1 Adopt, on Second Reading, Ordinance No. 2020-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Lance Langenhoven to Operate an “Amusement, Commercial (Indoor)” Facility; said Properties Being Approximately 5.8588 Acres of Land Legally Described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located at the Northwest Corner of East Hufsmith Road and Neal Street at 419 East Hufsmith Road, and is Zoned General Retail District; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability

8.0 New Business:

- 8.1 Appoint/Reappoint Members to Regular and Alternate Position Vacancies on the Board of Adjustments (BOA), for Terms Expiring March 2, 2022
- 8.2 Approve Resolution No. 2020-09, a Resolution of the City of Tomball, Texas, Canceling the Regular City Officer’s Election Scheduled to be Held on the 2nd Day of May, 2020, in Accordance with Section 2.053(A) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election

Aprobar la Resolución Nro. 2020-09 Canceando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 2 de mayo de 2020 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2020-09, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 2 tháng Năm, 2020, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2020-09, 取消一般市府官員應於2020年5月2日的選舉計畫, 其

是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情。

- 8.3 Approve, on First Reading, Resolution No. 2020-05-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Project of the Tomball Economic Development Corporation, the designation of a culinary incubator and food hall, including real and personal property acquisition, for the purposes of promoting new or expanded business development.
- 8.4 Approve, on First Reading, Resolution No. 2020-06-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 Turnstone Texas Group, LP, to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a multibuilding office/warehouse park to be located on the west side of State Highway 249, north of Humble Road in Tomball. The estimated amount of expenditures for such Project is \$73,200.00.
- 8.5 Approve, on First Reading, Resolution No. 2020-07-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 BJ Services for expenditures required or suitable for the promotion of new or expanded business development. The estimated amount of expenditures for such Project is \$57,100.00.
- 8.6 Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with American National Carbide, to make direct incentives to, or expenditures for, equipment expansion for the creation and retention of primary jobs for American National Carbide, located at 915 South Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$36,000.00.
- 8.7 Approve Agreement with Developer for Floodplain Mitigation between the City of Tomball and 249 Holderrieth, LLC for Their Purchase of 20 Acre-Feet of Floodplain Mitigation Volume from the City of Tomball for Their Property Located along Holderrieth Road, Just to the West of South Cherry Street and Described as Tracts 4H-1 and 4L-2 Abstract 632, C.N. Pillot Survey
- 8.8 Adopt, on First Reading, Ordinance No. 2020-04, an Ordinance of the City of Tomball, Texas, Deleting Division 2, Municipal Court Technology Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; Deleting Section 28-34, Municipal Court Building Security Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; Deleting Division 3, Juvenile Case Manager Fund, of Article 28 of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; Providing for the Incorporation of Preamble; Specifically Repealing Ordinance Number 2010-12, as Codified as Division 2, Municipal Court Technology Fund and Section 28-34, Municipal Court Building Security Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances; Specifically Repealing Ordinance 2014-02, as Codified as Division 3, Juvenile Case Manager Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances; Providing a Repealer Clause, a Severability Clause, a Savings Clause and an Effective Date

- 8.9 Adopt, on First Reading, Ordinance No. 2020-05, an Ordinance of the City of Tomball, Texas, Amending Division 1, Article II of Chapter 28, Municipal Court of the Code of Ordinances; Granting the City the Authority to Assess a Fine in the Case of a Person Failing to Appear for a Court Date or Violating a Promise to Appear to a Court Date; Providing a Repealer Clause, a Severability Clause, a Savings Clause, and an Effective Date
- 8.10 Approve Quote for Replacement of City of Tomball Existing Servers and Data Storage from Waypoint Business Solutions, in the Amount of \$74,802.26 and Authorize the City Manager to Execute Necessary Documents
- 8.11 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
 - Sec. 551.072 - Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

9.0 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 27th day of February 2020 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

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

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 2, 2020

Topic:

- Led by Pastor Mike Hernandez – Local Church

Background:

Origination:

Recommendation:

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

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

- March 21, 2020 – ***Tomball Honky Tonk Chili Challenge Festival*** at the Depot – 11:00 a.m.-6:00 p.m.
- March 25-26, 2020 – ***“Shattered Lives”*** program – Concordia Lutheran High School
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- Reports by City staff and members of Council about items of community interest on which no action will be taken:
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Background:

Origination:

Recommendation:

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1 st ☐ 2 nd	

ATTACHMENTS:

Annual Lone Star College-Tomball Career Fair

Quarterly Investment Report for Period Ending December 31, 2019.

SAVE THE DATE

ANNUAL LSC - TOMBALL CAREER FAIR

Explore career opportunities and connect with
companies!

APRIL 22, 2020

10:00 A.M. - 1:00 P.M.

BUSINESS BOOTH SET-UP: 9:00 A.M. - 10:00 A.M.

BECKENDORF CONFERENCE CENTER

30555 TOMBALL PARKWAY, TOMBALL, TEXAS 77375

This event is free and open to the public. If you are a business that would like to participate, please complete the registration form and submit it to tgleason@tomballtxedc.org by April 6, 2020 to reserve your space.



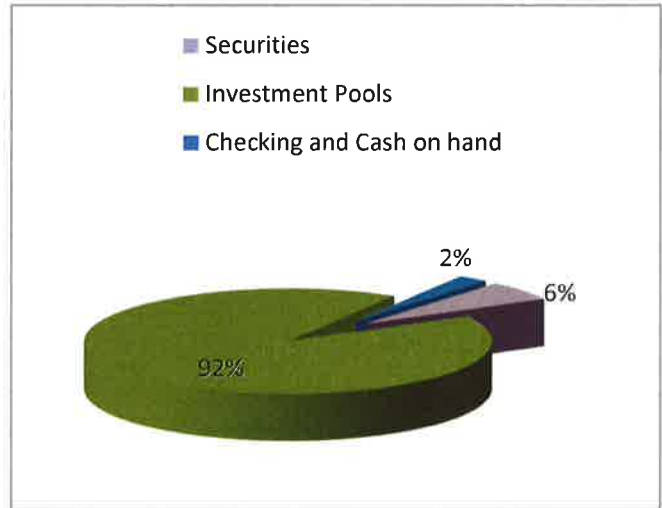
CITY OF TOMBALL PORTFOLIO DIVERSIFICATION December 31, 2019

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 4,704,498	6%
Investment Pools	70,929,906	91%
Checking and Cash on hand	1,890,949	2%
Total Portfolio	<u>\$ 77,525,353</u>	

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

Diversification by Type

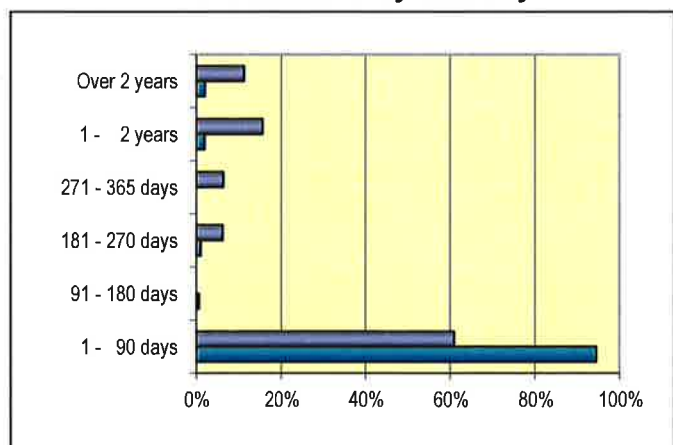


By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 73,231,006	94%
91 - 180 days	501,100	1%
181 - 270 days	785,143	1%
271 - 365 days	-	0%
1 - 2 years	1,482,643	2%
Over 2 years	1,525,460	2%
Total Portfolio	<u>\$ 77,525,353</u>	

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

Diversification by Maturity



**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
December 31, 2019**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	5,637,287	5,712,174	1.0145	2.385%	1.75%
Purchases		0			
Maturities/Calls	(1,000,000)	(1,000,000)			
Change in value		7,676			
Sales					
End of period	4,637,287	4,704,498	1.0145	2.602%	1.59%

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

Weighted average maturity of the portfolio at quarter end is the following number of days: 567.41

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


Treasurer

Asst. Treasurer

**CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF DECEMBER 31, 2019**

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 12/31/19	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1) TX ST Tech Univ Rev 17 Ser - 2.104%	882806EM0	AA+	2/15/2020	2.104%	410,152	46	8.718%	4.01	N
2) Kansas St. Dev. Fin. Auth. Revenue - 2.608%	485429Y32	A+	4/15/2020	2.608%	501,100	106	10.652%	11.29	Y
3) Denton TX ISD - 2.50%	249002AS5	AAA	8/15/2020	2.500%	502,405	228	10.679%	24.35	N
4) Univ of TX Build America - 3.405%	9151375P4	AAA	8/15/2020	3.405%	282,738	228	6.010%	13.70	Y
5) Texas A&M Revenue - 1.4%	88213AFW0	AAA	5/15/2021	1.400%	273,820	501	5.820%	29.16	Y
6) Texas A&M Revenue - 2.229%	88213AHH1	AAA	5/15/2021	2.229%	906,174	501	19.262%	96.50	Y
7) Hurst-Euless-Bedford TX ISD - 2.434%	447819DX8	AAA	8/15/2021	2.434%	302,649	593	6.433%	38.15	N
8) Clear Creek TX ISD - 3.4%	1845403R1	AAA	2/15/2022	3.400%	206,640	777	4.392%	34.13	Y
9) Univ of TX Build America - 3.675%	9151375J8	AAA	8/15/2022	3.675%	333,600	958	7.091%	67.93	Y
10) Lubbock TX - 2.520%	549188UK4	AA	2/15/2023	2.520%	507,855	1142	10.795%	123.28	N
11) Texas A&M Revenue - 2.349%	88213AKA2	AAA	5/15/2023	2.349%	477,365	1231	10.147%	124.91	N
TOTALS				2.602%	4,704,498	574	100.000%	567.41	

CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
December 31, 2019

FUNDS		CASH AND CASH EQUIVALENTS						TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS	
MAJOR FUNDS	SPIRIT OF TEXAS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES		
General		2,692,061.38	11,574,906.15	203,426.82	\$ -	\$ 14,470,394	\$ 501,100.00	\$ 14,971,494	
Debt Service		1,006,884.51	2,399,179.40	148,506.62	-	3,554,570.53	502,405.00	4,056,976	
Enterprise		2,864,091.47	5,930,686.49	41,093.00	-	8,835,870.96	-	8,835,871	
OTHER FUNDS									
Special Revenue		80,762.18	4,414.17	12,661.27	-	97,837.62	-	97,838	
Housing Trust					-		-	-	
Municipal Court Building Security		107,682.89	88,333.77	94,801.76	-	290,818.42	-	290,818	
Municipal Court Technology		64,609.70	133,084.93	13,365.92	-	211,060.55	-	211,061	
Hotel Occupancy Tax		107,682.89	414,470.00	9,267.29	-	531,420.18	-	531,420	
Red Light Camera Program		1,956.99	312,794.99	31,822.59	-	346,574.56	-	346,575	
Disaster Preparedness			6,254.80	565,075.13	-	571,329.93	-	571,330	
Tomball "Fun Runs"			0.00	10,044.19	-	10,044.19	-	10,044	
General Capital Projects	2,030,084.41	59,302.55	32,810,618.36	260,438.88	-	33,130,359.79	3,700,993.25	38,861,437	
Business Park			1,109,139.85	-	-	1,109,139.85	-	1,109,140	
Fleet Replacement		483,841.70	552,182.17	5,716.01	-	1,041,739.88	-	1,041,740	
Water Capital Recovery		107,787.34	2,459,323.48	16,991.07	-	2,584,101.89	-	2,584,102	
Sewer Capital Recovery		161,210.93	1,930,344.15	17,040.06	-	2,108,595.14	-	2,108,595	
Health Insurance Trust			1,404,776.42	460,698.07	-	1,865,474.49	-	1,865,474	
Tomball Legacy Fund			31,437.94	-	-	31,437.94	-	31,438	
TOTALS	\$ 2,030,084	\$ 7,737,875	\$ 61,161,947	\$ 1,890,948.69	\$ -	\$ 70,790,770	\$ 4,704,498	\$ 77,525,353	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 2, 2020

Topic:
Approve the Minutes of the February 17, 2020 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
Approve

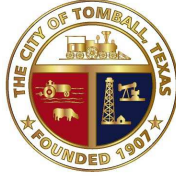
Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Draft Minutes of the February 17, 2020 Regular Tomball City Council Meeting

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



**MONDAY, FEBRUARY 17, 2020
6:00 P.M.**

1.0 Meeting was called to order at 6:00 p.m. by Mayor Fagan. Other members present:

Councilman Ford
Councilman Degges
Councilman Townsend

Members absent:

Councilman Stoll - Excused
Councilman Klein Quinn - Excused

Others present:

Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Fire Chief – Randy Parr
Interim Police Chief – Skip Oliver
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
Director of Community Development – Craig Meyers
IT Manager – Doug Tippet
Assistant City Secretary – Tracy Garcia
Fire Marshal – Joe Sykora
CSO-Administrative Assistant – Sasha Luna
City Planner – Amelia Lindley
Police Captain – Bryan Hill
Police Officer – David Sparks
Police Captain – Ricky Doerre
Warrant Officer/Bailiff – Ron McGullion
Police Officer – SRO – Jamy Brock
Police Officer – SRO – Tomeko Henagan
Police Officer – David Galindo
Community Center Manager – Rosalie Dillon

2.0 The invocation was led by Pastor Tim Niekerk – Salem Lutheran Church.

3.0 Pledges to U. S. and Texas Flags were led by Randy Parr.

4.0 No public comments were received.

5.0 Presentations were made by Mayor Fagan and Members of the Tomball Police Department:

- Tomball Explorer Post #5451 – Grand Prairie, 3rd Annual Metroplex Challenge:

Team 1:

- 1st - Domestic Disturbance
- 1st - Misdemeanor Traffic
- 2nd - Over All

Team 2:

- 3rd - Unknown Call
- 3rd - Misdemeanor Traffic
- 2nd - Domestic Disturbance
- 1st - CSI

2nd in the Bike Course, Girls

TPD Advisors: Officers David Sparks, David Galindo, and Tomeko Henagan

6.0 Reports and Announcements:

- February 25, 2020 – ***Trailride Reception*** – 12 Noon at the Depot
- Tomball Police Department Annual Data Capture Report – 2019 (SB 1074)
- March 21, 2020 – ***Tomball Honky Tonk Chili Challenge Festival*** at the Depot – 11:00 a.m.-6:00 p.m.
- March 25-26, 2020 – ***“Shattered Lives”*** program – Concordia Lutheran High School
- March 27-29, 2020 – ***Tomball German Sister City Heritage Festival*** at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken

7.0 Motion was made by Councilman Ford, second by Councilman Degges, to approve the Minutes of the February 3, 2020 Regular Tomball City Council Meeting

Motion carried unanimously.

8.0 Old Business:

8.1 Mayor Fagan opened the floor at 6:09 p.m. to receive public comments were received regarding Ordinance No. 2020-03:

- | | |
|---|---|
| Kimberly Spangle
822 E. Brenda Ln, 77354 | - Did not wish to speak; asked to have her opposition read into the record. |
| Alok Khanna
31310 Bearing Star, 77375 | - Expressed his opposition to the adoption of Ordinance No. 2020-03. |
| Rebecca Beltin-Wooten
1007 Ranier Cove, 78665 | - Did not wish to speak; asked to have her opposition read into the record. |
| Priscilla Atwood
2121 Green Oaks Cir., 78665 | - Did not wish to speak; asked to have her opposition read into the record. |
| Adrian Berg
3826 Katy Hollow Dr., 77449 | - Expressed his opposition to the adoption of Ordinance No. 2020-03. |
| Leigha Lierz
21402 Park Orchard, 77450 | - Did not wish to speak; asked to have her opposition read into the record. |
| Hardyn Lierz
21402 Park Orchard, 77450 | - Expressed his opposition to the adoption of Ordinance No. 2020-03. |
| Gillian Luszik
6315 Walraven Cir., 76133 | - Expressed her opposition to the adoption of Ordinance No. 2020-03. |
| Samantha Bickel
5416 Enclave Cir. #1317, 76132 | - Did not wish to speak; asked to have her opposition read into the record. |
| Tim Holbert
23118 Biddle Dr., 77365 | - Did not wish to speak; asked to have his opposition read into the record. |
| Jill Varner
908 Genoa, Italy 76651 | - Did not wish to speak; asked to have her opposition read into the record. |
| Johnny Rosenbalm
18134 June Oak, 77429 | - Expressed his opposition to the adoption of Ordinance No. 2020-03. |
| Matthew Fank
1850 S. Cherry, 77375 | - Expressed his opposition to the adoption of Ordinance No. 2020-03. |

- | | |
|---|---|
| Brandi Fank
724 Talmalge Hall Dr., 77302 | - Expressed her opposition to the adoption of Ordinance No. 2020-03. |
| Keith Raymond
17910 Rushing Hollow Ct, 77377 | - Expressed his opposition to the adoption of Ordinance No. 2020-03. |
| Lori Wilson
1821 S. Cherry St., 77375 | - via email: Expressed her support for the adoption of Ordinance No. 2020-03. |
| Kathleen Hauck
1820 S. Cherry St., 77375 | - Expressed her support for the adoption of Ordinance No. 2020-03. |

Receiving no additional public comments, Mayor Fagan closed the floor at 6:35 p.m.

Motion was made by Councilman Ford, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2020-03, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas by Adding a New Article VII, Keeping of Dangerous Animals, to Chapter 8, Animals, Defining and Adopting Regulations for Dangerous Animals, and Providing Exceptions to the Regulations; 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. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Absent</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Absent</u>

Motion carried unanimously.

9.0 New Business:

- 9.1 Motion was made by Councilman Ford, second by Councilman Degges, to approve the purchase of an AirVac Exhaust Filtration System to Remove Contaminants from Apparatus Bays at Fire Station 1, from Air Vacuum Corporation, a Sole Source Provider, in the Amount of \$54,597.00.

Motion carried unanimously.

- 9.2 Consideration to approve **Zoning Case P20-007**: Request by B. Todd Jones, with DHIC, LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as 18 acres out of Lot 2 Reserve at Tomball Partial Replat, within the City of Tomball, Harris

County, Texas, generally located on the north side of FM 2920 approximately 1,000 feet west of FM 2978, from the Commercial and Single-Family 9 Districts to the Planned Development (PD-13) District.

- Mayor Fagan opened the Public Hearing of the City Council of the City of Tomball to consider **Zoning Case P20-007** at 6:50 p.m.

Public comment was received:

Zachery Brinker 1005 E. Main St., 77375	-	Expressed his opposition to the proposed zoning change.
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No additional public comments were received and Mayor Fagan closed the Public Hearing at 6:52 p.m.

- Motion was made by Councilman Townsend, second by Councilman Ford, to read Ordinance No. 2020-01 by caption only on First Reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Degges, to adopt, on First Reading, Ordinance No. 2020-01, 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 18 Acres of Land, Legally Described as 18 Acres Out of Lot 2 Reserve at Tomball Partial Replat, within the City of Tomball, Harris County, Texas, from the Commercial and Single-Family 9 Districts to the Planned Development (PD-13) District; said Property being generally located on the North Side of FM 2920 Approximately 1,000 Feet West of FM 2978; 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. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Absent</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Absent</u>

Motion carried unanimously.

- 9.3 Consideration to approve **Zoning Case P19-187**: Request by Lance Langenhoven for a Conditional Use Permit to operate an amusement, commercial (indoor) facility at 419 East Hufsmith Road. The property is approximately 5.8588 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith Road at Hospital Road, within the City of Tomball, Harris County, Texas, and is zoned General Retail District.

- Mayor Fagan opened the Public Hearing of the City Council of the City of Tomball to consider **Zoning Case P19-187** at 7:10 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 7:10 p.m.

- Motion was made by Councilman Townsend, second by Councilman Ford, to read Ordinance No. 2020-02 by caption only on First Reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Degges, to adopt, on First Reading, Ordinance No. 2020-02, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Lance Langenhoven to Operate an “Amusement, Commercial (Indoor)” Facility; said Properties Being Approximately 5.8588 Acres of Land Legally Described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located at the Northwest Corner of East Hufsmith Road and Neal Street at 419 East Hufsmith Road, and is Zoned General Retail District; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Absent</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Nay</u>
Councilman Klein Quinn	<u>Absent</u>

Motion FAILED, 2 votes Aye, 1 vote Nay.

Councilman Townsend stated he had voted Nay in error and requested that his vote be corrected to ‘Aye’. Vote, following correction, was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Absent</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Absent</u>

Motion carried unanimously.

- 9.4 Motion was made by Councilman Townsend, second by Councilman Degges, to approve the Annual Licensing and Support for Incode Software, Provided by Tyler Technology, in the Amount of \$50,212.72.

Motion carried unanimously.

- 10.0 Motion was made by Councilman Townsend, second by Councilman Ford, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 2nd day of March 2020.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Adopt, on Second Reading, Ordinance No. 2020-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Lance Langenhoven to Operate an “Amusement, Commercial (Indoor)” Facility; said Properties Being Approximately 5.8588 Acres of Land Legally Described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located at the Northwest Corner of East Hufsmith Road and Neal Street at 419 East Hufsmith Road, and is Zoned General Retail District; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability

Background:

On Monday, February 10, 2020, after conducting a Public Hearing, the Planning & Zoning Commission recommended approval with a 5-0 vote.

Origination:

SATX Assets LLC Series 6 419 E Hufsmith

Recommendation:

Approval

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2020-02

Staff Report

Property Owner Notification

Notice of Public Hearing

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO LANCE LANGENHOVEN TO OPERATE AN “AMUSEMENT, COMMERCIAL (INDOOR)” FACILITY; SAID PROPERTIES BEING APPROXIMATELY 5.8588 ACRES OF LAND LEGALLY DESCRIBED AS LOT 61 BLOCK 1 ABANDONED ANIMAL RESCUE REPLAT, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF EAST HUFSMITH ROAD AND NEAL STREET AT 419 EAST HUFSMITH ROAD, AND IS ZONED GENERAL RETAIL DISTRICT; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, Lance Langenhoven, has requested a CUP to operate an “*amusement, commercial (indoor)*” facility on approximately 5.8588 acres of land legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, generally located at the northwest corner of East Hufsmith Road and Neal Street at 419 East Hufsmith Road, in the City of Tomball, Harris County, Texas, (the "Property"), 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 CUP; and

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested CUP; and

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

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

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

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

Section 2. A CUP to operate an “*amusement, commercial (indoor)*” facility at the Property and subject to the terms and conditions set forth below is hereby granted to Lance Langenhoven.

Section 3. The Official Zoning District Map of the City shall be revised and amended to show the CUP authorized for the Property, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the CUP authorized.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereof unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

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

Section 7. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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 17TH DAY OF FEBRUARY 2020.

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

SECOND READING:

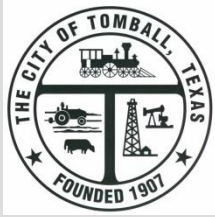
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE
CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 2ND DAY OF MARCH 2020.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: February 10, 2020
City Council Public Hearing Date: February 17, 2020

Rezoning Case: P19-187
Property Owner(s): SATX ASSETS LLC SERIES 6 419 E HUFSMITH
Applicant(s): Lance Langenhoven
Legal Description: Lot 61 Block 1 Abandoned Animal Rescue R/P
Location: Northwest corner of East Hufsmith Road and Neal Street at 419 East Hufsmith Road (Exhibit "A")
Area: 5.8588 acres
Comp Plan Designation: Neighborhood Commercial (Exhibit "B")
Present Zoning and Use: General Retail District (Exhibit "C") / Office and storage (Exhibit "D")
Proposed Use(s): Martial arts facility (Exhibit "D")
Request: Conditional Use Permit (CUP) to allow the operation of an *amusement, commercial (indoor)* facility
Adjacent Zoning & Land Uses:
North: General Retail District / Harris County Flood Control District drainage channel
South: Agricultural and Single-Family 9 / Undeveloped
West: Single-Family 20 Estate District / Undeveloped and single-family residence
East: Single-Family 20 Estate / Neal Street right-of-way (unimproved) and single-family residence

BACKGROUND

In February 2018, City Council approved an ordinance changing the Zoning District classification of the applicant's 5.9 acres at 419 East Hufsmith Road from the Agricultural District to the General Retail District. A Conditional Use Permit ordinance was also approved to allow a *mini-warehouse / self-storage* facility to operate on the site. In January 2019, City Council approved another Conditional Use Permit for the property to allow an *office showroom/warehouse* facility. In December 2019, the applicant requested a rezoning and matching Conditional Use Permits for two adjacent properties.

The applicant has requested a martial arts facility be allowed in the existing building on the site. A martial arts facility is classified as *amusement, commercial (indoor)* by Chapter 50 (Zoning) of

the Code of Ordinances. Section 50-2 (Definitions) defines *amusement, commercial (indoor)* as “an amusement enterprise that is wholly enclosed within a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, and that provides activities, services and/or instruction for the entertainment of customers or members, but not including amusement arcades. Uses may include, but are not limited to, the following: bowling alley, ice skating rink, martial arts club, racquetball/handball club, indoor tennis courts/club, indoor swimming or scuba diving facility, and other similar types of uses.”

ANALYSIS

According to Section 50-81 (f) of the Chapter 50 (Zoning), when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;

The Comprehensive Plan identifies the subject site as Neighborhood Commercial. According to Chapter 4 (Vision) of the Comprehensive Plan, the intent and character of the Neighborhood Commercial category is “for commercial uses that are developed with appropriate context, scale and design to compliment residential development”. The proposed use is appropriate with the surrounding land uses in the area.

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

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

According to Section 50-76, the purpose of the General Retail District is “to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services. The proposed use would provide a service to the area.

The General Retail District should be located along or at the intersection of major collectors or arterials to accommodate higher traffic volumes.” East Hufsmith Road is considered a major arterial by the City’s Major Thoroughfare Plan and could accommodate the traffic generated by the proposed use. The request appears to be consistent with the intent of the General Retail District.

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

Should the CUP application be approved by City Council, the applicant will be required to submit site and building plan applications and supporting documents to the City for review and approval. Specific details of site modifications will be shown at the time of plan review.

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

The proposed use appears to be compatible with the adjacent developments. There are a few single-family residences in the area. The other land uses in the area include baseball fields, a Harris County Flood Control ditch and undeveloped land. The proposed land use should not generate substantial traffic or noise and will typically have day-time hours of operation.

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

Staff does not anticipate any adverse effects on surrounding properties.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on January 23, 2020. A Notice of Public Hearing was published in the paper on January 29, 2020. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P19-187.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. CUP Application
- F. Concept Plan

Exhibit "A"
Aerial Photo

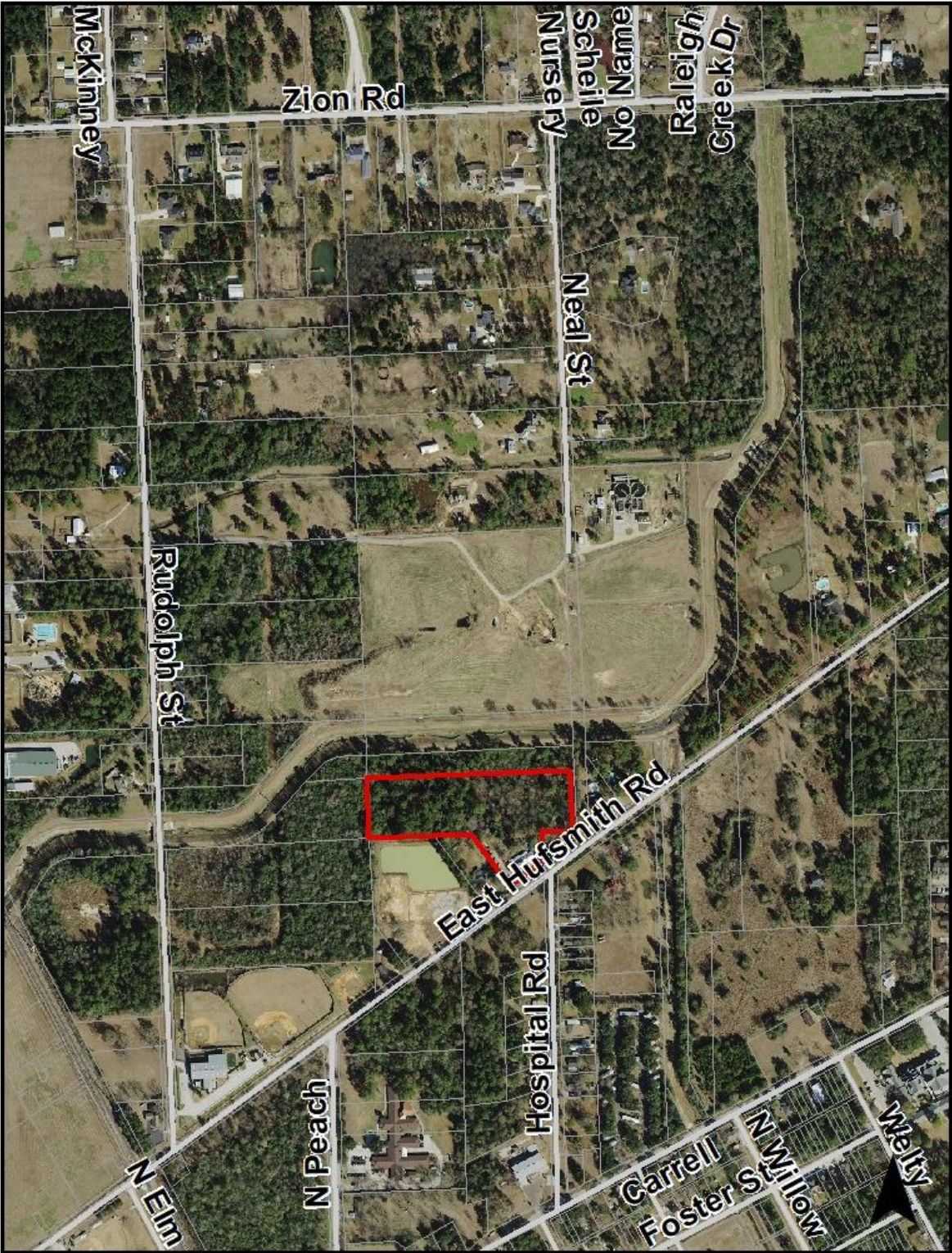
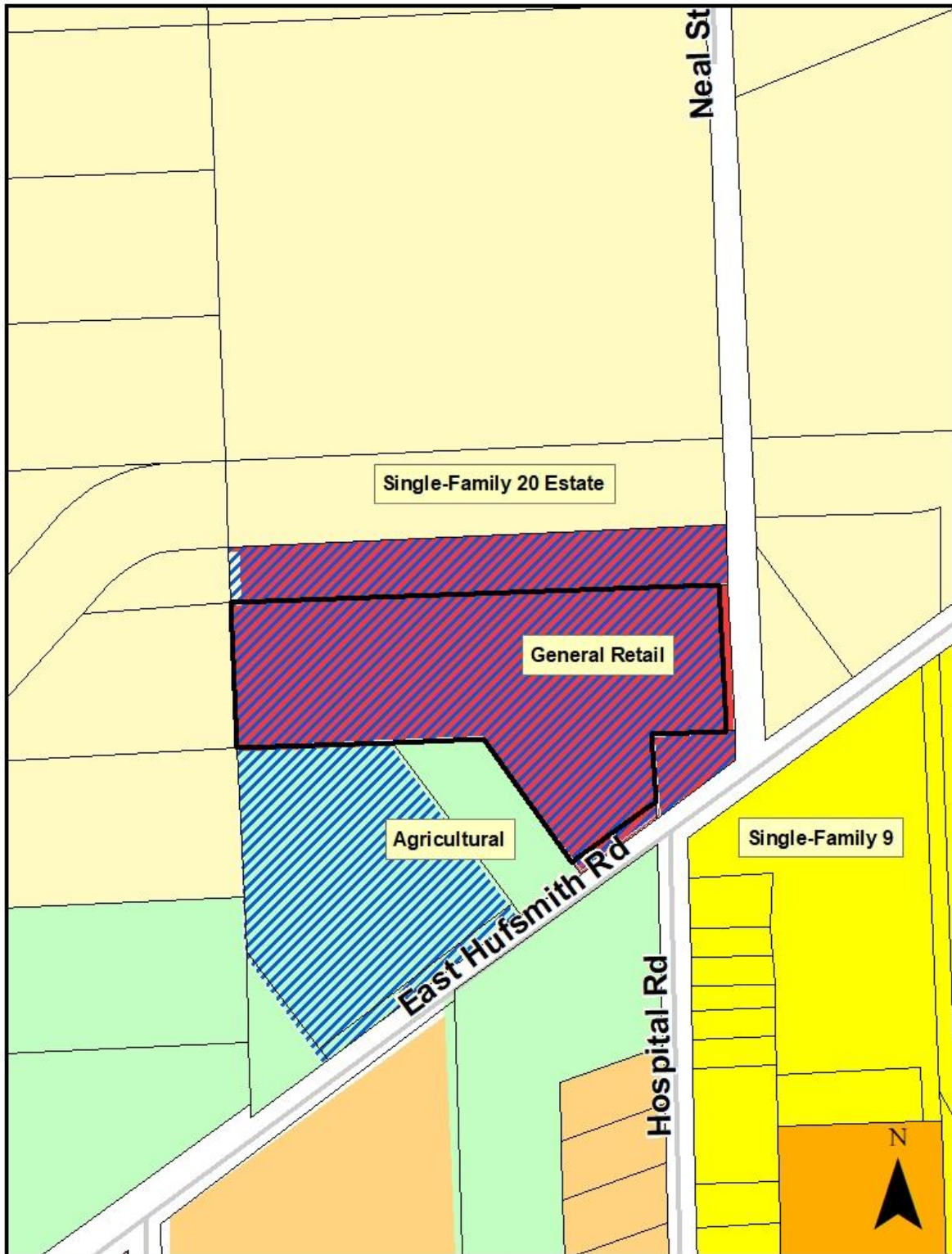


Exhibit "B"
Comprehensive Plan



Exhibit "C"
Zoning Map

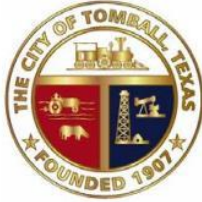


**Exhibit “D”
Site Photo**



Exhibit "E"

CUP Application



RECEIVED 12/26/2019 (KC)

Revised 5/19/15

CUP 19-187

APPLICATION FOR CONDITIONAL USE PERMIT

Community Development Department
Planning Division

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

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of Section 50-34 of the Code of Ordinances.

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: LANCE LANGENHOVEN Title: Member
Mailing Address: 1095 EVERGREEN CIRCLE, SUITE 200 City: THE WOODLANDS State: TX
Zip: 77380
Phone: (832) 483 8655 Fax: () Email: Lance@tpg-realty.com

Owner

Name: SATX ASSETS, LLC Series 6 - 419 E. HUFSMITH Title: Owner
Mailing Address: 1095 EVERGREEN CIRCLE, SUITE 200 City: THE WOODLANDS State: TX
Zip: 77380
Phone: (832) 483 8655 Fax: () Email: Lance@tpg-realty.com

Engineer/Surveyor (if applicable)

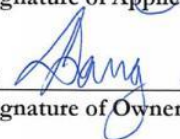
Name: N/A Title:
Mailing Address: City: State:
Zip:
Phone: () Fax: () Email:

TOTAL FEES: \$600.00

Description of Proposed Project: Office / Warehouse building
Physical Location of Property: 419 E. HUFSMITH, TOMBALL, TX, 77375
[General Location – approximate distance to nearest existing street corner]
Legal Description of Property: LT 61 BLK 1 ABANDONED ANIMAL RESCUE R/P
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]
HCAD Identification Number: 1269440020001 Acreage: 0.433
Current Use of Property: Office / Warehouse
Proposed Use of Property: Office & Warehouse with Martial Arts training for kids

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		23 Dec. 2019.
	Signature of Applicant	Date
X		23 Dec. 2019.
	Signature of Owner	Date



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION

0.433 ACRES

IN THE RALPH HUBBARD SURVEY, ABSTRACT NO. 383 HARRIS COUNTY, TEXAS

BEING a 0.433 acre tract of land situated in the Ralph Hubbard Survey, Abstract No. 383, Harris County, Texas, being out of and part of Lot 61, Block 1 of Replat of Abandoned Animal Rescue, recorded under Film Code No. 654103 of the Map Records of Harris County, Texas (M.R.H.C.T.), said 0.433 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod with cap stamped "TPS 100834-00" found for the southerly corner of said Lot 61 and a tract described as a portion of Lot 64, Tomball Outlots, in instrument to Thomas and Dana Wade, recorded in Clerk's File No. T240894 of the Real Property Records of Harris County, Texas (R.P.R.H.C.T.), being the westerly corner of a 25-foot right-of-way to be dedicated to the City of Tomball, per said recorded plat of Replat of Abandoned Animal Rescue, from which a 5/8 inch iron rod found in the northwesterly margin of Hufsmith Road (50' width), for the common southerly corner of said Lot 61 and said Wade tract, bears South 36°08'28" East, 25.00 feet;

THENCE North 53°42'48" East, 34.85 feet, with the common line of said Lot 61 and said dedicated right-of-way, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the most southerly corner and **POINT OF BEGINNING** of the herein described 0.433 acre tract;

THENCE North 36°08'01" West, 33.37 feet, severing said Lot 61, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an interior corner of the herein described 0.433 acre tract;

THENCE South 56°23'33" West, 4.87 feet, continuing across said Lot 61, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the most westerly south corner of the herein described 0.433 acre tract;

THENCE North 33°50'13" West, 96.37 feet, continuing across said Lot 61, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the most westerly corner of the herein described 0.433 acre tract;

THENCE North 56°13'41" East, 153.12 feet, continuing across said Lot 61, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the most northerly corner of the herein described 0.433 acre tract;

THENCE South 31°22'18" East, 123.61 feet, continuing across said Lot 61, to a ½ inch iron rod with cap stamped "TPS 100834-00" set in the common line said Lot 61 and said dedicated right-of-way, for the most easterly corner of the herein described 0.433 acre tract, from which a ½ inch iron rod with "TPS 100834-00" cap found for the southerly southeast corner of said Lot 61 bears North 53°42'48" East, 2.22 feet;

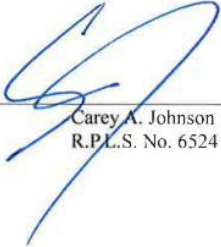
THENCE South 53°42'48" West, 141.72 feet, with the common line of said Lot 61 and said dedicated right-of-way, to the **PLACE OF BEGINNING**;

CONTAINING a computed area of 0.433 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on February 6, 2019 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number L214-03.

Bearings recited hereon are based the monumented northerly line of said Lot 61.

February 7, 2019
Date



Carey A. Johnson
R.P.L.S. No. 6524

REQUEST LETTER

Dear City of Tomball,

We would like to request a change to the current CUP for the property at 419 E. Hufsmith, just the section related to the 0.433 Acres that encompasses the original Abandoned Animal Rescue building.

That area is subject to a replat which has been submitted to the city. See image below.

The existing CUP allowing Boat & RV Storage & Small Office Warehouse covers not only this proposed new tract but also the much larger 5.79 Acres as well. The CUP for the larger portion of the property should stay as it is. This request for a new CUP relates only to the use within the 0.443 Acres.

The building at 419 E. Hufsmith has in the past been used for:

- A potato chip shop
- An auto repair shop
- Abandoned Animal Rescue – a dog rescue charity.

The building is a 3,390 SF building consisting of 1,760 SF of office space and about 1,630 SF of warehouse space. A new tenant recently leased the warehouse portion of the building for a children's martial arts training facility. The trainer is a young Tomball guy, Corry McCoy who does a great job teaching young kids discipline, respect and some basic defensive skills.

At the time of leasing the space to Corry, I didn't realize I was running afoul of the CUP but in hindsight I can see that a CUP that covers boat & rv storage & small office warehouse does not quite match up with martial arts training in the warehouse of the building.

So, I would like to officially request that we change the CUP for this small tract to allow Corry to continue with his business.

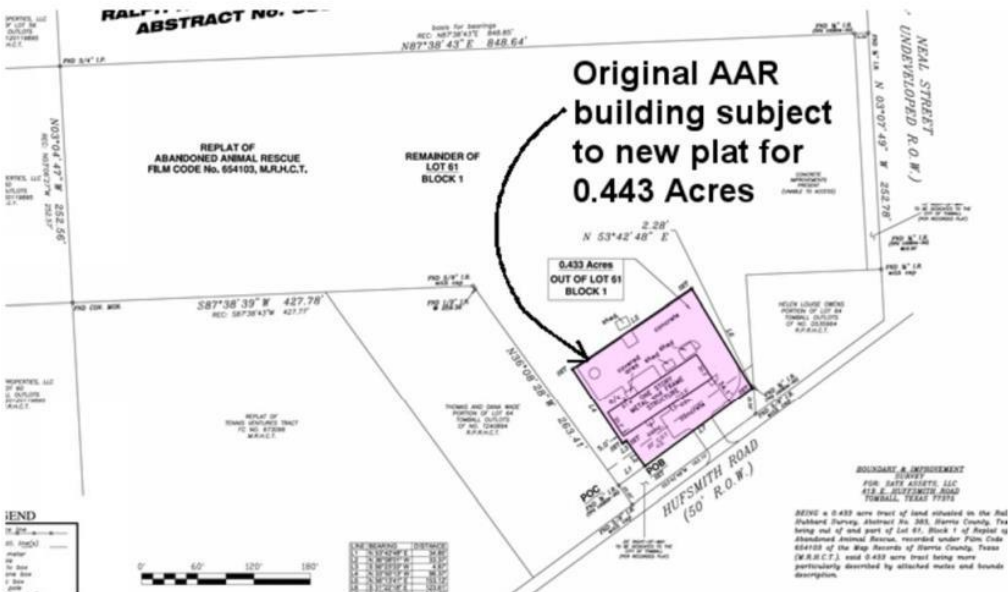
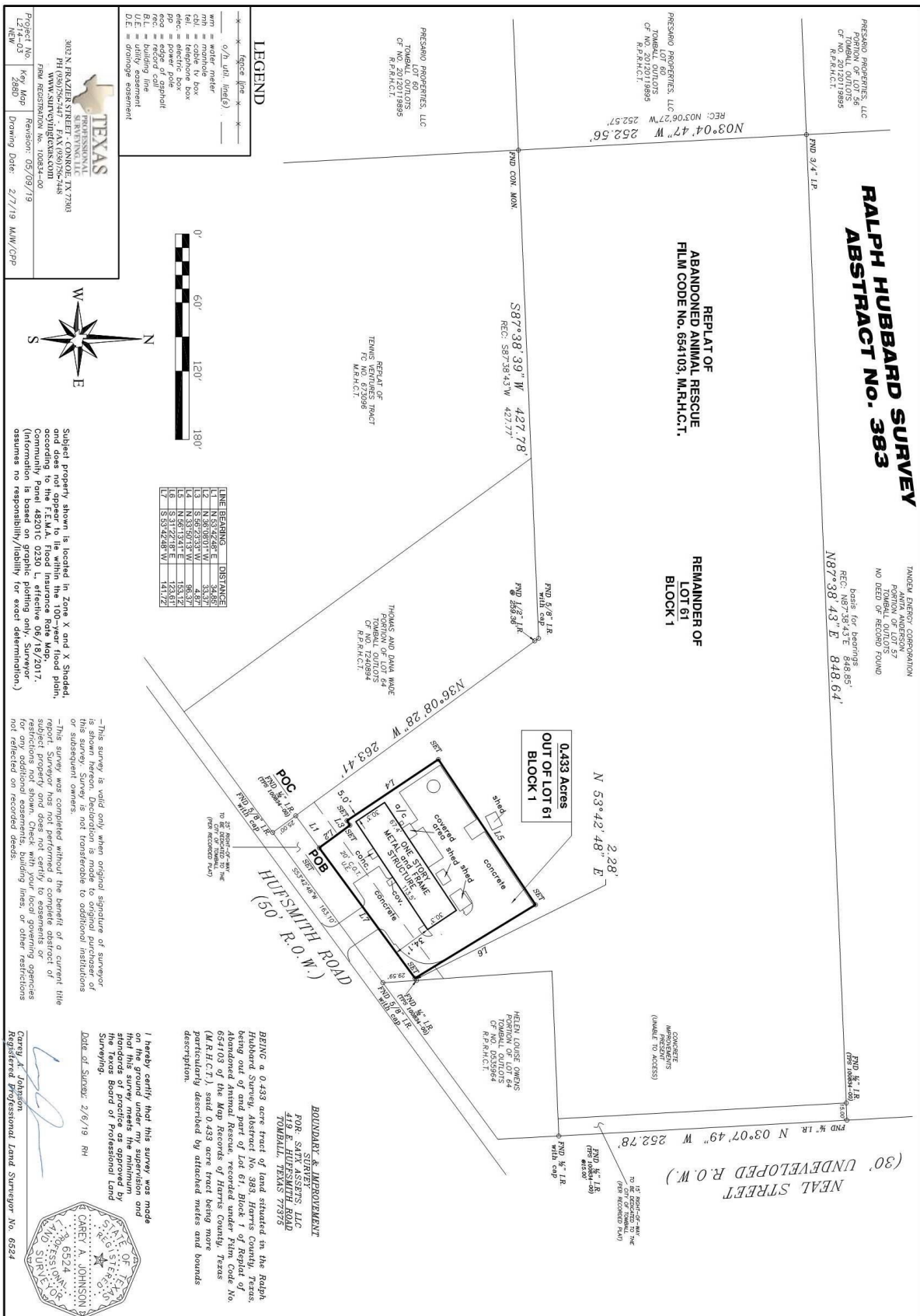
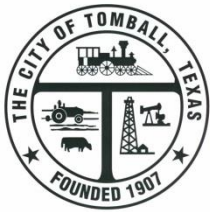


Figure “F” Concept Plan





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: P19-187

APPLICANT/OWNER: Lance Langenhoven

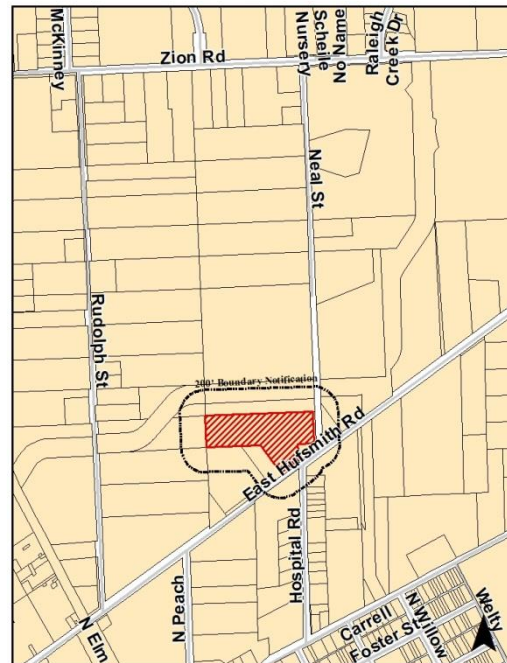
LOCATION: Generally located on the north side of East Hufsmith at Hospital Road, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Conditional Use Permit to operate an *amusement, commercial (indoor)* facility at 419 East Hufsmith Road. The property is approximately 5.8588 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas and is zoned General Retail District.

CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov



**Planning & Zoning Commission
Public Hearing:
Monday, February 10, 2020 6:00 PM**

**City Council Public Hearing:
*Monday, February 17, 2020 6:00 PM**

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

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.

*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.

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
FEBRUARY 10, 2020
&
CITY COUNCIL
FEBRUARY 17, 2020**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 10, 2020, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 17, 2020, 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 P19-187: Request by Lance Langenhoven for a Conditional Use Permit to operate an *amusement, commercial (indoor)* facility at 419 East Hufsmith Road. The property is approximately 5.8588 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith at Hospital Road, within the City of Tomball, Harris County, Texas, and is zoned General Retail District.

Zoning Case P20-007: Request by B. Todd Jones, with DHIC, LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as 18 acres out of Lot 2 Reserve at Tomball Partial Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of FM 2920 approximately 1,000 feet west of FM 2978, from the Commercial and Single-Family 9 Districts to the Planned Development (PD-13) District.

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 City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@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 **6th** day of **February 2020** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Appoint/Reappoint Members to Regular and Alternate Position Vacancies on the Board of Adjustments (BOA), for Terms Expiring March 2, 2022

Background:

The BOA consists of five regular members and four alternate members with staggered two-year terms.

On March 2nd, Regular Board Member Tina Roquemoire (Position 2), Regular Board Member April Gray (Position 4) and Alternate Board Member Cindy Phillips (Position 1) terms expire. All three have expressed their desire to be reappointed with new terms expiring on March 2, 2022.

Origination:

Community Development Department

Recommendation:

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Approve Resolution No. 2020-09, a Resolution of the City of Tomball, Texas, Canceling the Regular City Officer's Election Scheduled to be Held on the 2nd Day of May, 2020, in Accordance with Section 2.053(A) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election

Aprobar la Resolución Nro. 2020-09 Canceando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 2 de mayo de 2020 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2020-09, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 2 tháng Năm, 2020, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2020-09, 取消一般市府官員應於2020年5月2日的選舉計畫, 其是根據德克薩斯州選舉法 2.053(a)節; 茲此通知該選舉取消; 以及提供關於取消該選舉的詳情。

Background:

All filing deadlines have passed; we have unopposed candidates for Position 1, John F. Ford, and for Position 5, Lori Klein Quinn for the May 2, 2020 Regular City Officer's Election.

Section 2.052, Election Code, requires the City Secretary to deliver the Certification of Unopposed Candidates to City Council and request Council to accept the Certification and declare the election canceled.

Resolution No. 2020-09 cancels the election scheduled to be held on May 2, 2020 and includes the Order of Cancellation. A copy of the Order of Cancellation will be posted on Election Day at City Hall, the polling location for all City elections.

The oaths of office and election of Mayor Pro Tem will take place at a May 11, 2020 Special Council meeting, at 5:30 p.m., in order to meet the legal deadlines.

Candidates elected through cancellation shall be declared elected "in the same manner and at the same time as provided for a candidate elected at the election" (Election Code, Sec. 2.053(c)] and shall take the oaths of office the same as candidates elected at an election.

Origination:

City Secretary

Recommendation:

Approval of Resolution No. 2020-09 and the Order of Cancellation

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Certification of Unopposed Candidates for the May 2, 2020 General Election
Resolution No. 2020-09 and Order of Cancellation

CERTIFICATION OF UNOPPOSED CANDIDATES
(CERTIFICACIÓN DE CANDIDATOS ÚNICOS)

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2020.

(Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 2 de mayo de 2020.)

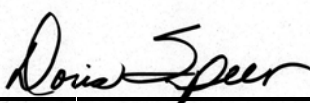
List offices and names of candidates:
(Lista de cargos y nombres de los candidatos:)

Offices (Cargos)

Council Position 1 (Concejal Posición 1)
Council Position 5 (Concejal Posición 5)

Candidates (Candidatos)

John F. Ford
Lori Klein Quinn



Signature (Firma)

Doris Speer

Printed Name (Nombre en letra de molde)

City Secretary

Title (Puesto)

March 2, 2020

Date of Signing (Fecha de firma)

(seal) (sello)

RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, CANCELING THE REGULAR CITY OFFICER'S ELECTION SCHEDULED TO BE HELD ON THE 2ND DAY OF MAY 2020, IN ACCORDANCE WITH SECTION 2.053(a) OF THE TEXAS ELECTION CODE; DIRECTING THE GIVING OF NOTICE OF SUCH CANCELLATION OF ELECTION; AND PROVIDING DETAILS RELATING TO THE CANCELLATION OF SUCH ELECTION

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

Section 1: It is hereby ordered that the Regular Election, scheduled to be held in the City of Tomball on the 2nd day of May 2020, at which election the following officers were to be elected by the qualified voters of the City, is canceled in accordance with Section 2.053(a) of the Texas Election Code.

POSITION:	COUNCIL POSITION 1
	COUNCIL POSITION 5

Section 2: The following candidates have been certified as unopposed and are hereby elected as follows:

<u>Candidate</u>	<u>Office Sought</u>
John F. Ford	Council Position 1
Lori Klein Quinn	Council Position 5

Section 3: A copy of the Order of Cancellation, attached herein and made part of Resolution No. 2020-09, will be posted on Election Day at the following polling place, which would have been used in the election:

POLLING PLACE
Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASSED, APPROVED and RESOLVED this 2nd day of March 2020.

Gretchen Fagan, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball

RESOLUCIÓN Nro. 2020-09

RESOLUCIÓN DE LA CIUDAD DE TOMBALL, TEXAS, CANCELANDO LA ELECCIÓN REGULAR DE FUNCIONARIOS MUNICIPALES PROGRAMADA PARA EL DÍA 2 DE MAYO DE 2020 DE ACUERDO CON LA SECCIÓN 2.053(A) DEL CÓDIGO ELECTORAL DE TEXAS; INSTRUYENDO QUE SE DE AVISO DE TAL CANCELACIÓN DE ELECCIÓN; Y PROVEYENDO DETALLES RELATIVOS A LA CANCELACIÓN DE TAL ELECCIÓN

EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS, RESUELVE:

Sección 1: Por la presente se ordena que la Elección Regular, programada para celebrarse en la Ciudad de Tomball el 2 de mayo de 2020, en la cual los votantes calificados de la Ciudad habrían votado para elegir a los siguientes funcionarios, sea cancelada de acuerdo con la sección 2.053(a) del Código Electoral de Texas.

POSICIÓN:	POSICIÓN 1 EN EL CONSEJO
	POSICIÓN 5 EN EL CONSEJO

Sección 2: Los siguientes candidatos han sido certificados como candidatos únicos y por la presente son electos como sigue a continuación:

<u>Candidato</u>	<u>Cargo que aspira ocupar</u>
John F. Ford	Posición 1 del Consejo
Lori Klein Quinn	Posición 5 del Consejo

Sección 3: Una copia de la Orden de Cancelación, adjunta al presente y hecha parte de la Resolución Nro. 2020-09, será colocada el Día de Elección en el siguiente lugar de votación que se hubiera utilizado en la elección:

LUGAR DE VOTACIÓN
Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASADA, APROBADA y RESUELTA este día 2 de marzo de 2020.

Gretchen Fagan, Alcaldesa
City of Tomball

ATESTIGUA:

Doris Speer, Secretaria de la Ciudad
Ciudad de Tomball

NGHỊ QUYẾT SỐ 2020-09

MỘT NGHỊ QUYẾT CỦA THÀNH PHỐ TOMBALL, TIỂU BANG TEXAS, HỦY BỎ CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG KỲ DỰ KIẾN SẼ ĐƯỢC TỔ CHỨC VÀO NGÀY 2 THÁNG NĂM, 2020, CHIẾU THEO MỤC 2.053(a) CỦA BỘ LUẬT TUYỂN CỬ TEXAS; CHỈ THỊ VIỆC ĐƯA RA THÔNG BÁO VỀ HỦY BỎ CUỘC BẦU CỬ ĐÓ; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC HỦY BỎ CUỘC BẦU CỬ ĐÓ.

HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS QUYẾT NGHỊ:

Mục 1: Theo đây ra lệnh rằng Cuộc Bầu Cử Thường Kỳ, dự kiến sẽ được tổ chức tại Thành Phố Tomball vào ngày 2 tháng Năm 2020, tại đó cuộc bầu cử các viên chức sau đây đã được lựa chọn bởi các cử tri hội đủ điều kiện của Thành Phố, bị hủy bỏ chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas.

VỊ TRÍ:	ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 1 ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 5
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Mục 2: Các ứng cử viên sau đây đã được xác nhận là không có đối thủ và theo đây được đắc cử như sau:

<u>Ứng Cử Viên</u> John F. Ford Lori Klein Quinn	<u>Vị Trí Đắc Cử</u> Ủy Viên Hội Đồng Vị Trí 1 Ủy Viên Hội Đồng Vị Trí 5
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Mục 3: Một bản sao của Lệnh Hủy Bỏ, được đính kèm theo Nghị Quyết này và trở thành một phần của Nghị Quyết số 2020-09, sẽ được niêm yết vào Ngày Bầu Cử tại địa điểm bỏ phiếu sau đây, mà lẽ ra được sử dụng trong cuộc bầu cử:

ĐỊA ĐIỂM BỎ PHIẾU
Tomball City Hall
401 Market Street
Houston, Texas 77375

ĐƯỢC CHẤP THUẬN VÀ THÔNG QUA hôm nay ngày 2 tháng Ba, 2020.

Gretchen Fagan, Thị Trưởng
Thành Phố Tomball

CHỨNG THỰC:

Doris Speer, Bí Thư Thành Phố
Thành Phố Tomball

決議案編號2020-09

一德克薩斯州，TOMBALL市決議案，取消一般市府官員應於2020年5月2日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情

特此由德克薩斯州，TOMBALL市決議:

第1條:

茲此命令計畫在德克薩斯州，TOMBALL市2020年5月2日舉行的選舉，在該選舉應由本市合乎資格選民選出下列官職，根據德克薩斯州選舉法2.053(a)節該選舉已取消。

席位:	委員席位 1
	委員席位 5

第2條: 下列候選人已被證實為無競爭對手當選候選人:

<u>候選人</u>	<u>當選職位</u>
John F. Ford	委員席位 1
Lori Klein Quinn	委員席位 5

第3條: 本取消令命令副本，在此附上以及成為決議案編號2020-05的一部分，將於選舉日張貼在在下列可能啟用的投票場所。

投票場所
Tomball市政廳
401 Market Street
Tomball, Texas 77375

在2020年3月2日通過，批准及決議。

Gretchen Fagan市長
Tomall市

此證:

Doris Speer, 市秘書
Tomall市

ORDER OF CANCELLATION
(ORDEN DE CANCELACIÓN)
Đơn đặt hàng của CANCELLATION
取消命令

The City of Tomball, Texas hereby cancels the election scheduled to be held on May 2, 2020 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

(El Ciudad de Tomball por la presente cancela la elección que, de lo contrario se hubiera celebrado el 2 de mayo de 2020 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se halla indicado a continuación.)

[The thành phố Tomball, Texas hướng hủy bỏ cuộc bầu cử dự kiến sẽ được tổ chức vào ngày 2 tháng năm 2020 phù hợp với phần 2.053(a) của luật bầu cử Texas. Các ứng cử viên sau đã chứng nhận là mà và hướng được bầu làm như sau]:

(市Tomball, 得克薩斯特此取消預定的競選舉行2020年5月2日符合第2.053部分(a)得克薩斯競選代碼。以下候選人被證明了作為不受反對和特此被選舉如下):

Candidate (*Candidato*) [Ứng cử viên]

(候選人; 應試者, 攻讀學位者; 候補者; 求職應徵者)

John F. Ford

Lori Klein Quinn

Office Sought (*Cargo al que presenta candidatura*)

[Văn phòng tìm kiếm con dấu]

(被尋找的辦公室)

Council Position 1 (*Concejal Posición 1*)

[hội đồng vị trí 1] (委員會位置1)

Council Position 5 (*Concejal Posición 5*)

[hội đồng vị trí 5] (委員會位置5)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

(El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.)

[A bản sao của lệnh này sẽ được đăng trên ngày bầu cử tại mỗi địa điểm phòng phiếu nào đã được sử dụng trong cuộc bầu cử.] (這秩序的拷貝在選舉日將被張貼在用於競選的每個投票所。)

Mayor (*Alcalde*) (*Chữ ký của Thị Trưởng*) (市長簽名)

Secretary (*Secretaria*) [Bí thư] (秘書)

(seal) (*sello*) [con dấu] (封印)

Date of Adoption (*Fecha de Adopción*) [ngày nhận con nuôi]

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Approve, on First Reading, Resolution No. 2020-05-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Project of the Tomball Economic Development Corporation, the designation of a culinary incubator and food hall, including real and personal property acquisition, for the purposes of promoting new or expanded business development.

Background:

On February 11, 2020, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, the designation of a culinary incubator and food hall, including real and personal property acquisition, for the purposes of promoting new or expanded business development.

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. 2020-05-TEDC after two separate readings.

Origination:

Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation:

Approve Resolution No. 2020-05-TEDC on first reading.

Funding:

Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Resolution No. 2020-05-TEDC

TEDC Memo

RESOLUTION NO. 2020-05-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 or acquisition of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements would promote new or expanded business development (the “Project”) in and around the City, with a description of the Project being 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 Project 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

PROJECT DESCRIPTION

The expenditure of funds for land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements related to the creation of a multi-user facility with a shared commercial kitchen, incubator program, and retail space intended to stimulate food service business growth, assist entrepreneurs during the start-up phase, and promote new or expanded business development in Tomball.



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: March 2, 2020

SUBJECT: Designation of a culinary incubator and Food Hall Project

ITEM TYPE: Action

Goal 4 of the TEDC Strategic Plan is to evaluate the creation of a culinary incubator space and food hall concept to support entrepreneurship in the city. In order to fund efforts relating to this goal, including a feasibility study, land acquisition, etc. the TEDC must first designate it as a Project of the Corporation.

As such, this item is presented for consideration to approve the designation of a culinary incubator/food hall project and related expenditures to stimulate food service business growth, assist entrepreneurs during the start-up phase, and promote new or expanded business development in Tomball.

Recommendation: Approve Resolution No. 2020-05-TEDC on first reading.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Approve, on First Reading, Resolution No. 2020-06-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 an between the Corporation and Turnstone Texas Group, LP, to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a multibuilding office/warehouse park to be located on the west side of State Highway 249, north of Humble Road in Tomball. The estimated amount of expenditures for such Project is \$73,200.00.

Background:

On February 11, 2020, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Turnstone Texas Group, LP for assistance with infrastructure costs related to the development of a proposed 5 building office/warehouse development to be located on the west side of State Highway 249, north of Humble Road in Tomball.

Targeted infrastructure projects that will promote or develop new or expanded 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. 2020-06-TEDC after two separate readings.

Origination:

Steve Adkisson, Vice President, Turnstone Texas Group, LP

Recommendation:

Approve Resolution No. 2020-06-TEDC on first reading.

Funding:

Yes

Account Number:Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Resolution No. 2020-06-TEDC
TEDC Memo
Request Letter
TEDC Performance Agreement
Economic Impact Analysis

RESOLUTION NO. 2020-06-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 TURNSTONE TEXAS GROUP, LP, 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 Seventy-Three Thousand Two Hundred Dollars (\$73,200), found by the Board to be required or suitable to promote a new business development by Turnstone Texas Group, LP 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 Seventy-Three Thousand Two Hundred Dollars (\$73,200), to Turnstone Texas Group, LP in accordance with an economic development agreement by and between the TEDC and Turnstone Texas Group, LP to promote and develop a new or expanded business enterprise, generally located on the west side of S.H. 249, north of Humble Road in Tomball, TX 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 _____, 2020.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of _____, 2020.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: March 2, 2020

SUBJECT: Turnstone Texas Group, LP

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Steve Adkisson, Vice President of Turnstone Texas Group, LP, for assistance with infrastructure costs related to the development of a proposed multibuilding office/warehouse park.

Turnstone Texas, LP, proposes to develop approximately 9.493 acres located on the west side of S.H. 249, north of Humble Road in Tomball. The development will consist of five tilt-wall office/warehouse buildings ranging in size from 12,000 square feet to 26,250 feet. The estimated capital investment for the project is over \$8.2 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately \$732,000.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$220,114.

If the agreement between the TEDC and Turnstone Texas, LP is approved as a Project of the Corporation, the grant funding amount will not exceed \$73,200, based on 10% of the actual expenditures for the eligible infrastructure improvements.

December 24, 2019

Dear TEDC Board of Directors:

On behalf of Adkisson Group, Inc., I appreciate the opportunity to request grant funding from TEDC for the completion of five (5) office warehouse buildings off Highway 249 and Old Humble Rd. The owners of Adkisson Group, Inc; Steve Adkisson and Arturo Creixell, have formed Turnstone Texas Group, LP and will use Third Coast General Contractors as the general contractor for building our buildings.

Our mission in developing these buildings is to serve the needs of both newly-formed and well-established businesses with requirements for flexible office/warehouse space in the Tomball market. Future owners or tenants seeking to own or lease in our project will be able to customize their allotted space to suit their needs.

Turnstone will consist of five (5) tilt wall buildings with a shared common driveway. Two dock high buildings will be 22,500 s.f and 26,250 s.f. A 15,000 s.f. building will be designed for smaller tenants and smaller warehouses with access from the back of the building. The other two tilt wall buildings will be 16,000 s.f. and 12,000 s.f. crane ready to handle light manufacturing. The property is located on Highway 249 and Old Humble Road. The features and location of this project were designed with value and flexibility in mind, with both usability and ease of access to large trucks.

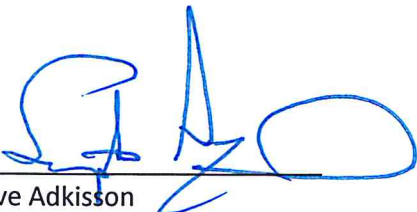
The construction phase of this project is set to commence Q1 of 2020 and is scheduled for completion 7 months thereafter.

Based on our market research & analysis, we believe our project will complement the Tomball Technology and Business Park and play a valuable counterpart to the existing grade-level and dock high developments in the area. This project is value-engineered for the end user, it is a great choice for national-level companies and locally owned businesses alike.

For further assistance in your consideration efforts, we are enclosing the requested Project Data Sheet, Certified Survey and renderings of al 5 buildings.

We welcome any questions you may have regarding our Turnstone project. For a prompt response to your inquiries, please contact me by phone at 713-703-6098. We are grateful for this opportunity to receive your assistance and trust in our development. Thank you for your consideration.

Sincerely,



Steve Adkisson
Vice President
Adkisson Group Inc.

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 **Turnstone Texas Group, LP** (the “Company”), 1130 Enclave Pkwy, Houston, TX, 77077.

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 9.493-acre tract of land within the City, located in the C. Goodrich Survey, Abstract 305, Harris County, Texas and generally located on the west side of S.H. 249, north of Humble Road in Tomball, TX 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company intends to make an investment of at least Eight Million Dollars (\$8,000,000) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop five (5) tilt-wall office/warehouse buildings ranging in size from 12,000 square feet to 26,250 square feet (the “Project”); and

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

WHEREAS, the TEDC agrees to provide to the Company the sum of up to Seventy-Three Thousand Two Hundred Dollars (\$73,200), or an amount equal to ten (10) percent of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the “Infrastructure Improvements”), identified and described in Exhibit “B,” attached hereto and made a part hereof; and

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

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

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property five (5) tilt wall office/warehouse buildings (the “Improvements”) identified and depicted on Exhibit “C,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

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

3.

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

4.

By the end of the Term, the Company shall provide evidence to the TEDC that the Improvements are directly responsible for the creation of forty-five (45) jobs in the City. The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Seventy-Three Thousand Two Hundred Dollars (\$73,200), or an amount equal to ten (10) percent of actual costs if less than the sum stated above upon completion of construction and

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

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ 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, 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 $\frac{1}{2}\%$ 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.

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: Turnstone Texas Group, LP
1130 Enclave Pkwy.
Houston, TX, 77077
Attn: Steve Adkisson, Vice President

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2020 (the “Effective Date”).

Turnstone Texas Group, LP

By: _____
Name: Steve Adkisson
Title: Vice President

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

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

ATTEST:

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2020, by Steve Adkisson, Vice President, Turnstone Texas Group, LP 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 __11__ day of _February_____
2020, 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

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T.

Exhibit B
Description of Infrastructure Improvements

Targeted Infrastructure	Cost
Sanitary Sewer	\$ 60,000
Storm Drainage	\$ 175,000
Water	\$ 25,000
Gas	\$ -
Site Preparation	\$ 250,000
Telecommunications/Internet	\$ -
Electric	\$ 100,000
Contingency (20%)	\$ 122,000
Total	\$ 732,000

Exhibit C
Description of Improvements

Five (5) tilt-wall buildings with a shared common driveway on approximately 9.493 acres of land generally located on the west side of State Hwy 249, north of Humble Road.

Two dock high buildings will be 22,500 s.f. and 26,250 s.f., a 15,000 s.f. building for smaller tenants and smaller warehouses with access from the back of the building. The other two tilt wall buildings will be 16,000 s.f. and 12,000 s.f. crane ready to handle light manufacturing.



Exhibit C Continued
Description of Improvements



EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF TURNSTONE III - TOMBALL IN TOMBALL, TX

February 5, 2020

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

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

Description of the Project

Turnstone III-Tomball is a proposed 5-building office/warehouse development located on the west side of S.H. 249, north of Humble Road. The project will serve the needs of both newly formed and well-established businesses with requirements for flexible office/warehouse space in the Tomball market. Future owners or tenants seeking to own or lease in our project will be able to customize their allotted space to suit their needs. Two dock high buildings will be 22,500 s.f and 26,250 s.f. A 15,000 s.f. building will be designed for smaller tenants and smaller warehouses with access from the back of the building. The other two tilt wall buildings will be 16,000 s.f. and 12,000 s.f. crane ready to handle light manufacturing.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 45.0 workers directly employed by the Project will earn approximately \$49,000 per year on average over the next 10 years. This direct activity will support 27.8 indirect and induced workers in the community earning \$29,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$28.8 million over the next 10 years.

On average, the Project will generate \$11.6 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$4.1 million in economic output per year as a result of the Project. In total, the Project will support \$15.8 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$4.3 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	45.0	27.8	72.8
Salaries to be paid to direct, indirect, and induced workers	\$21,138,184	\$7,671,047	\$28,809,231
Economic output generated by direct, indirect, and induced activity	\$116,248,451	\$41,279,825	\$157,528,276
Taxable sales and purchases expected in the City	\$4,035,795	\$230,131	\$4,265,926

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

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	1.4	0.8	2.2
Number of new residents in the City	3.6	2.2	5.8
Number of new residential properties to be built in the City	0.3	0.1	0.4
Number of new students expected to attend local school district	0.8	0.4	1.2

The Project is estimated to support an average of approximately \$9.0 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property				Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories		
1	\$42,680	\$2,150,278	\$6,090,365	\$0	\$0	\$8,240,643	\$8,283,323
2	\$87,067	\$2,193,284	\$6,212,172	\$0	\$0	\$8,405,456	\$8,492,523
3	\$88,809	\$2,237,149	\$6,336,416	\$0	\$0	\$8,573,565	\$8,662,374
4	\$90,585	\$2,281,892	\$6,463,144	\$0	\$0	\$8,745,036	\$8,835,621
5	\$92,396	\$2,327,530	\$6,592,407	\$0	\$0	\$8,919,937	\$9,012,333
6	\$94,244	\$2,374,081	\$6,724,255	\$0	\$0	\$9,098,336	\$9,192,580
7	\$96,129	\$2,421,562	\$6,858,740	\$0	\$0	\$9,280,302	\$9,376,432
8	\$98,052	\$2,469,994	\$6,995,915	\$0	\$0	\$9,465,909	\$9,563,960
9	\$100,013	\$2,519,393	\$7,135,833	\$0	\$0	\$9,655,227	\$9,755,240
10	\$102,013	\$2,569,781	\$7,278,550	\$0	\$0	\$9,848,331	\$9,950,344

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction where \$6.1 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 4. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

	Amount
Total construction expenditure	\$6,090,365
Materials	\$3,045,183
Labor	\$3,045,183
Temporary Construction Workers Supported (Average Earnings = \$51,300)	59.4

The following table presents the temporary economic impacts resulting from the construction.

Table 5. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	59.4	44.2	103.6
Salaries to be paid to direct, indirect, and induced workers	\$3,045,183	\$1,590,803	\$4,635,986
Revenues or sales for businesses related to construction	\$6,090,365	\$5,416,162	\$11,506,527

* A job year is defined as full employment for one person for 2080 hours in a 12-month span.

Sales tax calculations related to construction activity are presented in the following table. The sales tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts in Year 1 of this analysis.

Table 6. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$3,045,183
Percent of Materials subject to local tax	50.0%
<u>Subtotal Taxable Materials</u>	<u>\$1,522,591</u>
Expenditure for Labor / Paid to construction workers	\$3,045,183
Percent of gross earnings spent on taxable goods and services	24.0%
Percent of taxable spending done locally	10.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$73,084</u>
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$0
Percent of FF&E subject to local tax	10.0%
<u>Subtotal Taxable FF&E Purchases</u>	<u>\$0</u>
<u>Total Construction-Related Taxable Spending</u>	<u>\$1,595,676</u>

The above construction analysis focuses on the impact resulting from the Project's construction investments identified in Year 1. If construction will be phased in over several years or an expansion is planned in a later year, parallel calculations will be performed for those years.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$406,200 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

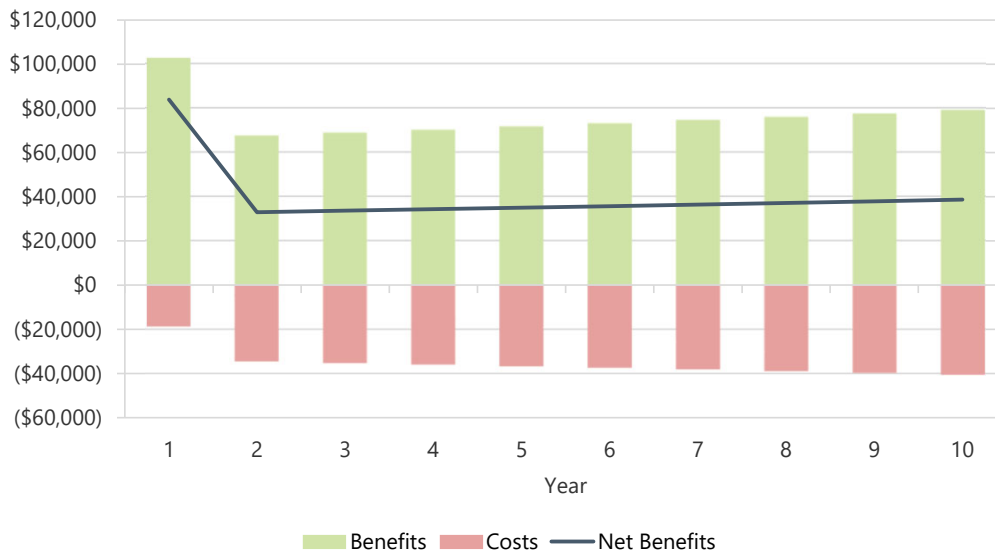
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$85,319
Property Taxes - Project	\$308,104
Property Taxes - New Residential	\$3,046
Utility Revenue	\$237,216
Utility Franchise Fees	\$25,546
Building Permits and Fees	\$19,261
Hotel Occupancy Taxes	\$1,525
Miscellaneous Taxes & User Fees	\$81,236
<u>Subtotal Benefits</u>	<u>\$761,253</u>
Cost of Providing Municipal Services	(\$106,004)
Cost of Providing Utility Services	(\$249,077)
<u>Subtotal Costs</u>	<u>(\$355,081)</u>
Net Benefits	\$406,172
<i>Present Value (5% discount rate)</i>	<i>\$320,767</i>

Table 8. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$102,720	(\$18,709)	\$84,011	\$84,011
2	\$67,502	(\$34,483)	\$33,019	\$117,030
3	\$68,854	(\$35,173)	\$33,681	\$150,711
4	\$70,233	(\$35,876)	\$34,357	\$185,068
5	\$71,640	(\$36,594)	\$35,046	\$220,114
6	\$73,074	(\$37,326)	\$35,749	\$255,862
7	\$74,538	(\$38,072)	\$36,466	\$292,328
8	\$76,031	(\$38,834)	\$37,197	\$329,525
9	\$77,554	(\$39,610)	\$37,943	\$367,468
10	\$79,107	(\$40,403)	\$38,704	\$406,172
Total	\$761,253	(\$355,081)	\$406,172	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 9: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$68,033	\$17,286	\$85,319
Real Property Taxes	\$308,104	\$0	\$308,104
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$3,046	\$3,046
Utility Revenue	\$203,192	\$34,024	\$237,216
Utility Franchise Fees	\$23,316	\$2,230	\$25,546
Building Permits and Fees	\$19,261	\$0	\$19,261
Hotel Occupancy Taxes	\$1,525	\$0	\$1,525
Miscellaneous Taxes & User Fees	\$72,340	\$8,897	\$81,236
<u>Subtotal Benefits</u>	<u>\$695,771</u>	<u>\$65,482</u>	<u>\$761,253</u>
Cost of Providing Municipal Services	(\$94,417)	(\$11,587)	(\$106,004)
Cost of Providing Utility Services	(\$213,352)	(\$35,726)	(\$249,077)
<u>Subtotal Costs</u>	<u>(\$307,769)</u>	<u>(\$47,312)</u>	<u>(\$355,081)</u>
Net Benefits	\$388,002	\$18,170	\$406,172
Percent of Total Net Benefits	95.5%	4.5%	

Non-Tax Incentives

At the request of the firm, The City of Tomball may consider abating taxes on the firm's property. The table below identifies the type of firm property for which the city may consider abating taxes.

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	\$73,200
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$73,200

These financial incentives may be considered an investment in the Project made by the EDC and/or City. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

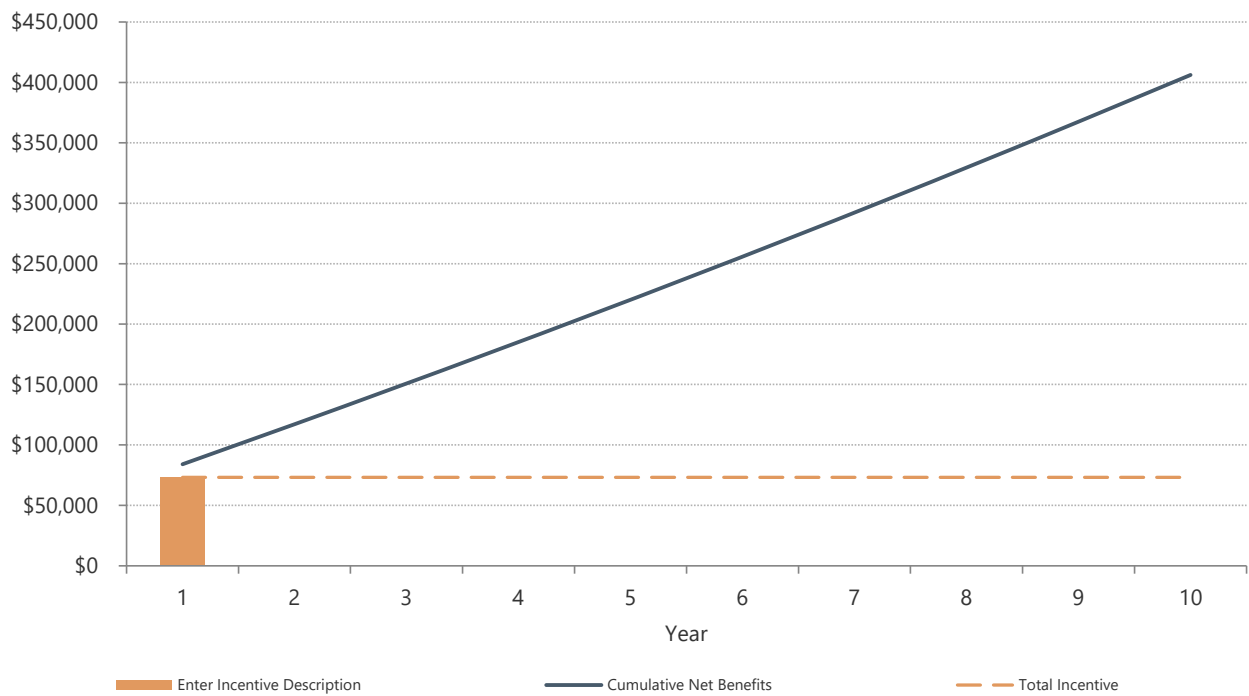
Table 15. Analysis of Incentives

Total Non-Tax Incentive	\$73,200
Rate of Return - 5 Years	60.1%
Rate of Return - 10 Years	55.5%
Payback period (years)	0.9

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact 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 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 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:

420000 Wholesale trade		City	County
Employment Multiplier	(Type II Direct Effect)	1.6186	2.2298
Earnings Multiplier	(Type II Direct Effect)	1.3629	1.7214

The fiscal impacts calculated in this report are detailed in Appendix C. 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 the city and county 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

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Approve, on First Reading, Resolution No. 2020-07-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 BJ Services for expenditures required or suitable for the promotion of new or expanded business development. The estimated amount of expenditures for such Project is \$57,100.00.

Background:

On February 11, 2020, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with BJ Services for assistance with expenditures related to the development of an on-site career training program to be located at 11211 FM 2920 in Tomball.

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. 2020-07-TEDC after two separate readings.

Origination:

Malcolm O'Neal, Vice President, Human Resources, BJ Services

Recommendation:

Approve Resolution No. 2020-07-TEDC on first reading.

Funding:

Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
--	--	-------

ATTACHMENTS:

Resolution No. 2020-07-TEDC

TEDC Memo

RESOLUTION NO. 2020-07-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 BJ Services, LLC 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 & BJ SERVICES, LLC

TOMBALL ECONOMIC DEVELOPMENT CORPORATION PERFORMANCE AGREEMENT

This Performance 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 B. J. Services, LLC, a State of Texas Limited Liability Company (the “Company”) (with the TEDC and the Company each being a “Party”, and collectively the “Parties”), 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 February 11, 2020, after conducting a public hearing, found that a project that included the TEDC’s provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Company would promote new or expanded business development (the “Project”); and

WHEREAS, through the Project, the TEDC will assist the Company in promoting and expanding business development in the City of Tomball, Texas (the “City”) by providing fifty-seven thousand one hundred dollars (\$57,100) to the Company for the purchase of twenty-five (25) Electricity/Electronics Training Cases from Lab Resources (the “Equipment”), with an invoice for the Equipment being attached to this Agreement as “Exhibit B”; and

WHEREAS, the Company, in partnership with the Tomball Independent School District (the “TISD”) and the Lone Star College System (the “College”), will use the Equipment to train TISD students in skills that meet the requirements of the College’s Field Service Technician – Level 1 Certificate (the “Certificate”), ensuring that the students who receive the Certificate will be prepared to enter jobs in a variety of industries, including petroleum services and automated manufacturing (the “Training”); and

WHEREAS, in addition to the Certificate, the Training will be accepted as a dual credit by both the TISD and the College’s Energy & Manufacturing Institute, with a more detailed description of the Training being attached to this Agreement as “Exhibit A”; and

WHEREAS, as consideration for the TEDC’s provision of funding to the Company for the Equipment through the Project, the Company 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 Company 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. Company Obligations.

A. Continued Operation. The Company hereby covenants and agrees that it will continue to operate and maintain its business in the City throughout the Term.

B. Jobs Creation. By the end of the Term, the Company shall provide evidence to the Board that the Training is directly responsible for the creation of fifteen (15) jobs in the City, with a majority of those jobs requiring a Certificate, or equivalent requirement, as a qualification for employment (the “Jobs”). A Job shall be any position that requires thirty-five (35) hours of work to be performed in one (1) calendar week.

C. Capital Investment. In addition to the Jobs to be created under this Agreement, the Company shall provide evidence to the Board that, by the end of the Term, the Company has made a capital investment of One Hundred Thousand Dollars (\$100,000) directly related to the Training (the “Capital Investment”). The Capital Investment may include, but is not limited to, the purchase of, or improvements to, real property or the purchase of business personal property.

D. Reporting. Throughout the Term, within sixty (60) days following the anniversary date of the Effective Date of this Agreement, the Company will provide a report to the TEDC showing that it is in compliance with this Agreement and that gives an update on the progress of the Training (the “Annual Report”). The Annual Report shall include an update on the Company’s progress on satisfying the Job Creation and Capital Investment requirements of this Agreement, if applicable. Upon the written request of the TEDC or the City, the Company will promptly provide any additional information related to this Agreement.

Section 3. TEDC Obligations.

A. Project Payment. In consideration of the Company's representations, promises, and covenants, the TEDC agrees to grant to the Company fifty-seven thousand one hundred dollars (\$57,100) to the Company for the purchase of twenty-five (25) Electricity/Electronics Training Cases from Lab Resources (the “Equipment”), with an invoice for the Equipment being attached to this Agreement as “Exhibit A”.

B. Additional Incentive Payment. To the extent allowed by law, the Board may amend this Agreement to allow for an additional provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Company 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 Company’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 Company 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. Tax Abatement Default. In the event Company enters into a tax abatement agreement with the City and such tax abatement agreement terminates because of default of the Company, then this Agreement shall terminate.

3. Undocumented Worker Employment Default. According to Chapter 2264 of the Texas Government Code (the “Code”), the Company 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 Company 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 Company written notice that the Company 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 Company’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.

A. If this Agreement terminates because of the Company’s default, then the Company shall reimburse the TEDC for all expenses that the TEDC has made to the Company related to this Agreement, excluding any previous reimbursement payments made by the Company under this Agreement (the “Reimbursement”). The Reimbursement shall be in accordance with the following provisions:

B. The Reimbursement shall be made for all direct expenses paid by the TEDC to the Company 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 Company of the default. 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.

C. The Company’s obligation to reimburse the TEDC payments made to Company if the Company breaches this Agreement 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 Company 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**

To the Company:

**BJ Services, LLC
Attn: *Malcolm O'Neal*
11211 FM 2920
Tomball, Texas 77375**

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 _____ 2020.

FOR: THE TEDC

FOR: THE COMPANY

By: _____

By: _____

Name: Gretchen Fagan

Name: Malcolm O'Neal

Title: President, Board of Directors

Title: Vice President, Human Resources

ATTEST:

ATTEST:

By: _____

By: _____

Name: Bill Sumner

Name: _____

Title: Secretary, Board of Directors

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2020,
by _____, _____ of _____,
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 _____ 2020,
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 DESCRIPTION

BJ Services, in partnership with Tomball ISD and Lone Star College System, is opening a new “Energy” career training program beginning in the fall of 2020. Starting at the 9th grade level and continuing throughout their four-year high school experience, the students in this program will be onsite daily in this industry preparation program that will be housed at our BJ Services-Tomball facility. As part of our preparation to host this innovative partnership, we are seeking funding to purchase the “Electrical Training Equipment” that will support the first phase of this coursework, AC/DC Electronics. Tomball ISD will utilize the course learning outcomes defined by the Texas Education Agency to collaborate directly with our BJ Services personnel to identify opportunities in which our employees can assist with the delivery of instruction/labs and serve as teaching assistants in order to enrich the curriculum and learning experiences for students. The course plan has been designed to develop a coherent sequence of skills that are in direct alignment with the requirements for a “Field Service Technician- Level 1” certificate through Lone Star College and will ensure that graduates are prepared to apply this skill-set in a variety of industries including petroleum services and automated manufacturing.

Field service technicians are required to work on and with equipment integrating electronics, mechanics, pneumatics, hydraulics, and computer controls. These highly technical tasks require engineering skills, advanced training and specialized equipment. In addition to our partnership with Tomball ISD, BJ Services is partnering with the Lone Star College Energy & Manufacturing Institute so that high school and college courses are “cross-walked” and the students are earning dual credit.

SOC 17-3023 is a targeted occupation for the Gulf Coast Workforce Development Area. The demand for qualified Electrical and Electronic Engineering Technicians (mechatronics technicians) outpaces the supply in this region, thus highlighting the importance of the training provided by our Tomball ISD-Lone Star College partnership in meeting this demand. Graduates of this program are prepared to enter the industry as a field-service technician or enter one of two additional certificate/degree tracks at Lone Star College. Bachelor of Applied Arts and Sciences degrees at both the University of Houston and Stephen F. Austin State University provide additional postsecondary educational opportunities.

The equipment to be purchased is 25 Electricity Training Boards/Kits. These trainers provide students with an understanding of the behavior of electricity, electrical devices, and circuit designs. The trainers also allow students to obtain hands-on experience that will prepare them for employability.

EXHIBIT B – INVOICE FOR EQUIPMENT



Encompassing Technical Training Solutions

QUOTATION

DATE	1/24/2020
CUSTOMER	Tomball ISD

Quotes are good for 60 Days

QUOTE TO:			SALES CONTACT:	
Karla Sandoval			BRIAN ALLAN	
CTE Coordinator			Brian@lab-resources.net	
Tomball ISD			281.703.9922	
310 South Cherry Street				
Tomball, TX 77375				
281-357-3100 x2084				
karlasandoval@tomballisd.net				
ITEM #	QTY	DESCRIPTION	PRICE EA.	EXTENDED PRICE
Hampden				
HEE-11A-5A-C	25	Electricity / Electronics Training Case	\$ 2,238.00	\$ 55,950.00
		This requires one student per station		
Thank You For Your Business!			Subtotal	\$ 55,950.00
			Shipping	\$ 1,150.00
			TOTAL	\$ 57,100.00

If you have any questions or concerns, please contact
Jessica Hooks, Business Manager, jessica@lab-resources.net

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- Low Voltage

Courseware Features

- Background Theory
- Easy to Follow Sequence
- Tests
- Workbooks & Instructor's Guide

Electricity

MODEL HEE-A Core Segment

The core segment, *Discovering Facts about Electricity*, consists of a self-contained power source, and the following components:

Resistors, switches, potentiometer, solar cell, diodes, lamps, motor, magnets, compass, iron filings, voltaic cell, dry cells, capacitor, coils, relay, thermocouple wire, transformer, a Velcro work surface, interconnecting leads.

A Student Workbook containing 91 experiments under 17 topic headings includes:

- Power Sources
- Electrical Power
- Series Circuits
- Magnetism
- Parallel Circuits
- Electromagnetism
- Ohm's Law
- Relays
- Kirchhoff's Laws
- Inductance
- Potentiometers and Rheostats
- Transformers
- Electron Flow
- Capacitance
- Switches and Switching Circuits
- Impedance
- Rotating Electrical Machines

Electronics

MODEL HEE-AE Supplement to HEE-A (Optional)

This supplemental segment, *Discovering Facts about Electronics* includes the following additional components:

Resistors, potentiometers, Zener diode, field-effect transistor, silicon controlled rectifier, neon glow lamp, choke.

A Student Workbook containing 23 experiments under 8 topic headings includes:

- Semiconductor Diodes
- Neon Glow Lamps
- Full-wave and Half-wave Rectifiers
- Silicon Controlled Rectifiers (SCRs)
- Filters and Voltage Doublers
- Zener Diodes
- Field Effect Transistors (FETs)
- Three Element Transistors

Model HEE-A

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Storage Available

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Photo Electronics

MODEL HEE-SC: Supplement to HEE-A (Optional)

This supplemental segment, *Discovering Facts about Photo Electronic Devices* includes the following additional components:

Resistors, Zener diode, transistor, photo-conductor cell, photovoltaic cell, photodiode, relay, NiCd battery, phototransistor.

A Student Workbook containing 12 experiments under 4 topic headings includes:

- Photovoltaic Cell
- Photodiode
- Photoconductor Cell
- Phototransistor



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800-253-2133



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: March 2, 2020

SUBJECT: BJ Services LLC

ITEM TYPE: Action

BJ Services is a leading provider of hydraulic fracturing and cementing services to upstream oil and gas companies engaged in the exploration and production of North American oil and natural gas resources. Headquartered on a 70-acre campus in Tomball, BJ operates in every major basin throughout U.S. and Canada.

BJ Services, in partnership with Tomball ISD and the Lone Star College System, is developing an on-site career training program to prepare high school students for careers in the oil and gas industry as well as the global market. The Academy of Energy and International Business will open in August 2020 to students from the class of 2024.

The Academy will be the first of its kind in the State of Texas and only the second in the nation. It will serve as a small learning community that will provide rigorous job-embedded programs of study coupled with an on-site corporate partnership to enhance the learning outcomes for students.

BJ Services is seeking funding assistance from the TEDC in the amount of \$57,100 to purchase "Electrical Training Equipment" that will support the program's first phase of coursework, AC/DC Electronics. BJ Services personnel will collaborate with Tomball ISD to assist with the delivery of instruction/labs and serve as teaching assistants in order to enrich the curriculum and learning experiences for students.

This is a permissible project as outlined in Texas Economic Development Legislation which permits funding of projects that promote new or expanded business development. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.



February 4, 2020

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

Dear TEDC Board of Directors:

BJ Services, in partnership with Tomball ISD and Lone Star College System, is opening a new "Energy" career training program beginning in the fall of 2020. Starting at the 9th grade level and continuing throughout their four-year high school experience, the students in this program will be onsite daily in this industry preparation program that will be housed at our BJ Services- Tomball facility.

As part of our preparation to host this innovative partnership, we are seeking funding to purchase the "Electrical Training Equipment" that will support the first phase of this coursework, AC/DC Electronics. Tomball ISD will utilize the course learning outcomes defined by the Texas Education Agency to collaborate directly with our BJ Services personnel to identify opportunities in which our employees can assist with the delivery of instruction/labs and serve as teaching assistants in order to enrich the curriculum and learning experiences for students. The course plan has been designed to develop a coherent sequence of skills that are in direct alignment with the requirements for a "Field Service Technician- Level 1" certificate through Lone Star College and will ensure that graduates are prepared to apply this skill-set in a variety of industries including petroleum services and automated manufacturing.

Field service technicians are required to work on and with equipment integrating electronics, mechanics, pneumatics, hydraulics, and computer controls. These highly technical tasks require engineering skills, advanced training and specialized equipment. In addition to our partnership with Tomball ISD, BJ Services is partnering with the Lone Star College Energy & Manufacturing Institute so that high school and college courses are "cross-walked" and the students are earning dual credit.

SOC 17-3023 is a targeted occupation for the Gulf Coast Workforce Development Area. The demand for qualified Electrical and Electronic Engineering Technicians (mechatronics technicians) outpaces the supply in this region, thus highlighting the importance of the training provided by our Tomball ISD-Lone Star College partnership in meeting this demand. Graduates of this program are prepared to enter the industry as a field-service technician or enter one of two additional certificate/degree tracks at Lone Star College. Bachelor of Applied Arts and Sciences degrees at both the University of Houston and Stephen F. Austin State University provide additional postsecondary educational opportunities.

The equipment to be purchased is 25 Electricity Training Boards/Kits. These trainers provide students with an understanding of the behavior of electricity, electrical devices, and circuit designs. The trainers also allow students to obtain hands-on experience that will prepare them for employability.

Thank you for your consideration,

A handwritten signature in black ink, reading "Malcolm O'Neal".

Malcolm O'Neal
Vice President, Human Resources

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with American National Carbide, to make direct incentives to, or expenditures for, equipment expansion for the creation and retention of primary jobs for American National Carbide, located at 915 South Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$36,000.00.

Background:

On February 11, 2020, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with American National Carbide for the creation or retention of primary jobs associated with capital improvements to its corporate headquarters. The Tomball City Council has final approval authority over all projects and expenditures of the TEDC.

Origination:

D. Greg Stroud, President & CEO, American National Carbide

Recommendation:

Approve, as a Project of the Corporation, the Performance Agreement with American National Carbide.

Funding:

Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

TEDC Memo
Request Letter
Draft TEDC Performance Agreement
Economic Impact Analysis



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: March 2, 2020

SUBJECT: American National Carbide

ITEM TYPE: Action

American National Carbide (ANC) specializes in the manufacture of finished tungsten carbide products for metalworking, mining, construction and wear part industries. ANC is one of the largest recyclers of scrap carbide in the world, with the capacity to process over one million pounds of scrap carbide per year. The company has been in business in Tomball since 1970 and is located at 915 South Cherry Street.

As per the attached grant funding request letter from D. Greg Stroud, President & CEO of American National Carbide, ANC plans to spend approximately \$1.5 million to upgrade its operations over the next 24 months with needed capital improvements, equipment, and technology upgrades.

American National Carbide currently employs 30 people and is planning on adding 24 new full-time employees, upon the completion of improvements to the facility. The average hourly wage of the new jobs will be approximately \$14.00.

This company is considered a primary employer based on its North American Industry Classification Code (NAICS) of 332117: Powder Metallurgy Part Manufacturing.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$51,826.00.

If the agreement between the TEDC and American National Carbide is approved as a Project of the Corporation, the grant funding amount will be \$36,000, based upon \$1,500 per each new full-time job created.



American National Carbide
Innovation. Performance. Value.

January 31, 2020

Tiffani Wooten
Tomball Economic Development Corporation
P.O. Box 820
Tomball, TX 77377

Dear Ms. Wooten:

Please accept this letter as our formal request for funding assistance under the job creation/retention grant program we discussed at our recent meeting. We are planning to upgrade infrastructure in all areas of our operation over the next 24 months and would like to see if these plans are eligible for funding under the grant program. All planned upgrades are necessary to maintain our current staff and support the addition of new employees and will take place at our 915 South Cherry Street headquarters.

Specifically, our plans include upgrading and repairing critical machines, including those for pressing, sintering, and grinding our tungsten carbide products, as well as replacing non-operational HVAC units and upgrading to LED lighting throughout the facility. We will also be upgrading our outdated computer system and ERP software and renovating our shop restrooms. All of these efforts are necessary for our company's growth and to provide a workplace conducive to employee retention.

The projects that comprise our plans will be completed over the course of the next 24 months, with work to begin as soon as possible after grant approval, and will cost approximately \$1.5 million. We anticipate the addition of eight employees in the first twelve months and up to an additional twelve employees over the 12-month period after that. The average hourly wage of these proposed jobs will be approximately \$14.00.

If you need further information, please feel free to contact me at the number below. Thanks again for your consideration.

Very truly yours,

D. Greg Stroud
President & CEO

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 the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **American National Carbide** (the “Company”), 915 South Cherry Street, Tomball, TX, 77375.

WITNESSETH:

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

WHEREAS, the Company owns a 7.27-acre tract of land within the City, located at 915 South Cherry Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company intends to invest at least One Million Five Hundred Thousand Dollars (\$1,500,000.00) in capital improvements to expand and upgrade its current operations at the Property (the “Improvements”), more particularly described in Exhibit “B” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to maintain the current thirty (30) jobs at the Property and create twenty-four (24) new employment positions in conjunction with the expansion of its business operations; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Thirty-Six Thousand Dollars (\$36,000.00) to assist in the construction of the Improvements, the retention of thirty (30) full-time jobs, and the addition of twenty-four (24) new full-time jobs 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 suitable for the expansion of the business operations at the Property and the creation and retention of primary jobs at the Property;

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 the Improvements and 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, maintain thirty (30) full-time employees and create twenty-four (24) new full-time jobs at the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the twenty-four (24) new employees, and obtaining all necessary 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 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 the sum of Thirty-Six Thousand Dollars (\$36,000.00)) to assist in the construction of the Improvements, the retention of thirty (30) full-time jobs, and the addition of twenty-four (24) new full-time jobs to the Tomball operation. 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) proof that the Company has retained and 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; (b) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (c) verification that the Improvements have been constructed in accordance with the approved plans and specifications; and, (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.

In the event the number of jobs originally projected is not met, the amount of the funding provided to the Company by the 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 ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

6.

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

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to

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

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

If to Company: American National Carbide
915 South Cherry Street
Tomball, Texas 77375-6669
Attn: D. Greg Stroud, President & CEO

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. Venue for any claim or suit arising out of this Agreement shall lie exclusively with the federal and state courts in Harris County, Texas.

9.

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

10.

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

11.

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

12.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2020 (the “Effective Date”).

AMERICAN NATIONAL CARBIDE

By: _____

Name: D. Greg Stroud

Title: President & CEO

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2020, by D, Greg Stroud, President/CEO of American National Carbide 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 11th day of February 2020, 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

A TRACT OF LAND BEING 7.2715 ACRES OF LAND OUT OF TOMBALL OUTLOT NO. 133, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGE 65, OF MAP RECORDS OF HARRIS COUNTY, TEXAS, SAID TRACT OF LAND BEING IN THE W. HURD SURVEY, ABSTRACT A-371 AND CALLED 7.2854 ACRES OF LAND IN THE DEED TO AMERICAN NATIONAL CARBIDE COMPANY RECORDED IN HARRIS COUNTY CLERK'S FILE NO. G685189.

Exhibit “B”

Improvements

Upgrading and repairing equipment, replacing HVAC units, renovating restroom facilities, installing new LED lighting throughout the facility, and upgrading the computer systems and ERP software.

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF AMERICAN NATIONAL CARBIDE CO. EXPANSION IN TOMBALL, TX

February 5, 2020

Prepared by:

Tomball Economic Development Corporation

29201 Quinn Rd., Suite B

Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

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

Description of the Project

American National Carbide (ANC) specializes in the manufacture of finished tungsten carbide products for metalworking, mining, construction and wear part industries. ANC is one of the largest recyclers of scrap carbide in the world, with the capacity to process over one million pounds of scrap carbide per year. The company has been in business in Tomball since 1970 and is located at 915 South Cherry Street.

ANC plans to upgrade its operations over the next 24 months with needed capital improvements, equipment, and technology upgrades. As part of the project, ANC plans to add an additional 24 employees to its operations.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the City of Tomball. The existing operations currently support 30.0 direct jobs in the community and 25.1 indirect and induced jobs. The direct workers earn \$40,547 per year and the company supports \$0.2 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at \$5.1 million annually.

The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Jobs			
Direct	30.0	24.0	54.0
Indirect & Induced	25.1	20.0	45.1
Total	55.1	44.0	99.1
Salaries			
Direct	\$13,319,350	\$10,031,733	\$23,351,083
Indirect & Induced	\$8,075,522	\$6,082,240	\$14,157,762
Total	\$21,394,872	\$16,113,973	\$37,508,845
Taxable Sales			
Direct	\$1,332,825	\$1,209,453	\$2,542,278
Indirect & Induced	\$403,776	\$304,112	\$707,888
Total	\$1,736,602	\$1,513,565	\$3,250,166

The table below illustrates the company's fiscal impact - the net benefits for local taxing districts - over the next 10 years - including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
City of Tomball	\$183,059	\$101,195	\$284,254

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

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 24.0 workers directly employed by the Project will earn approximately \$44,000 per year on average over the next 10 years. This direct activity will support 20.0 indirect and induced workers in the community earning \$32,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$16.1 million over the next 10 years.

On average, the Project will generate \$8.3 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$3.6 million in economic output per year as a result of the Project. In total, the Project will support \$12.0 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$1.5 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	24.0	20.0	44.0
Salaries to be paid to direct, indirect, and induced workers	\$10,031,733	\$6,082,240	\$16,113,973
Economic output generated by direct, indirect, and induced activity	\$83,299,334	\$36,218,550	\$119,517,884
Taxable sales and purchases expected in the City	\$1,209,453	\$304,112	\$1,513,565

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

Table 4. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.8	0.6	1.4
Number of new residents in the City	2.1	1.5	3.6
Number of new residential properties to be built in the City	0.1	0.1	0.2
Number of new students expected to attend local school district	0.5	0.3	0.8

The Project is estimated to support an average of approximately \$2.0 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property				Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories		
1	\$21,340	\$0	\$26,000	\$180,000	\$850,000	\$1,056,000	\$1,077,340
2	\$43,534	\$0	\$277,300	\$1,212,000	\$884,000	\$2,373,300	\$2,416,834
3	\$44,404	\$0	\$291,165	\$1,089,000	\$919,360	\$2,299,525	\$2,343,929
4	\$45,292	\$0	\$305,723	\$966,000	\$956,134	\$2,227,858	\$2,273,150
5	\$46,198	\$0	\$321,009	\$843,000	\$994,380	\$2,158,389	\$2,204,587
6	\$47,122	\$0	\$337,060	\$720,000	\$1,034,155	\$2,091,215	\$2,138,337
7	\$48,065	\$0	\$353,913	\$597,000	\$1,075,521	\$2,026,434	\$2,074,499
8	\$49,026	\$0	\$371,609	\$474,000	\$1,118,542	\$1,964,151	\$2,013,176
9	\$50,006	\$0	\$390,189	\$351,000	\$1,163,284	\$1,904,473	\$1,954,479
10	\$51,007	\$0	\$409,698	\$246,000	\$1,209,815	\$1,865,513	\$1,916,520

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$101,200 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

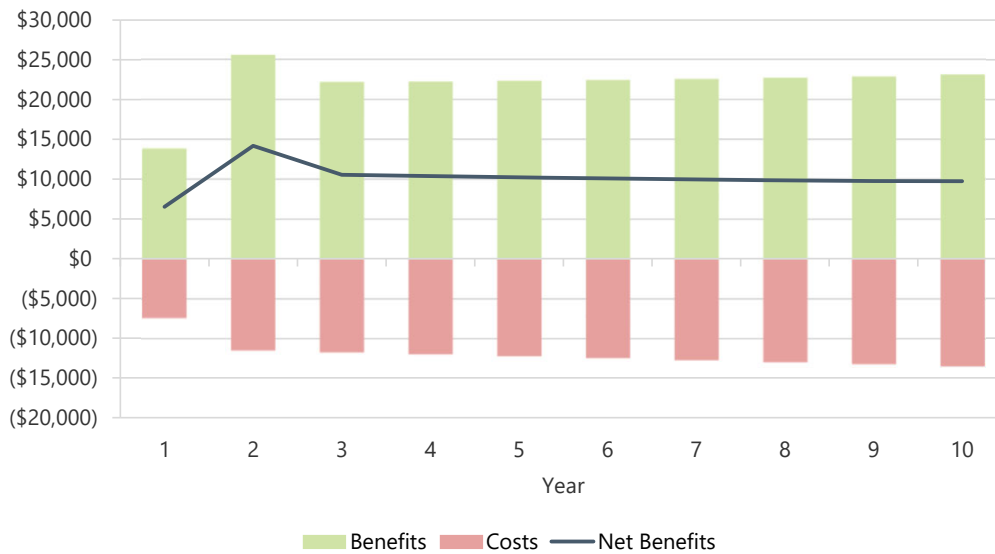
Table 6. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$30,271
Property Taxes - Project	\$68,178
Property Taxes - New Residential	\$1,523
Utility Revenue	\$58,443
Utility Franchise Fees	\$13,583
Building Permits and Fees	\$1,575
Hotel Occupancy Taxes	\$2,486
Miscellaneous Taxes & User Fees	\$44,284
<u>Subtotal Benefits</u>	<u>\$220,342</u>
Cost of Providing Municipal Services	(\$57,783)
Cost of Providing Utility Services	(\$61,365)
<u>Subtotal Costs</u>	<u>(\$119,148)</u>
Net Benefits	\$101,195
<i>Present Value (5% discount rate)</i>	<i>\$78,234</i>

Table 7. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$13,886	(\$7,381)	\$6,506	\$6,506
2	\$25,641	(\$11,458)	\$14,183	\$20,689
3	\$22,228	(\$11,687)	\$10,541	\$31,230
4	\$22,296	(\$11,921)	\$10,375	\$41,605
5	\$22,381	(\$12,159)	\$10,222	\$51,826
6	\$22,484	(\$12,402)	\$10,081	\$61,908
7	\$22,606	(\$12,650)	\$9,956	\$71,863
8	\$22,748	(\$12,903)	\$9,845	\$81,708
9	\$22,912	(\$13,161)	\$9,751	\$91,459
10	\$23,160	(\$13,425)	\$9,736	\$101,195
Total	\$220,342	(\$119,148)	\$101,195	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 8: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$14,157	\$16,114	\$30,271
Real Property Taxes	\$10,529	\$0	\$10,529
FF&E Property Taxes	\$22,802	\$0	\$22,802
Inventory Property Taxes	\$34,846	\$0	\$34,846
New Residential Property Taxes	\$0	\$1,523	\$1,523
Utility Revenue	\$36,791	\$21,652	\$58,443
Utility Franchise Fees	\$12,164	\$1,419	\$13,583
Building Permits and Fees	\$1,575	\$0	\$1,575
Hotel Occupancy Taxes	\$2,486	\$0	\$2,486
Miscellaneous Taxes & User Fees	\$38,622	\$5,662	\$44,284
Subtotal Benefits	\$173,973	\$46,369	\$220,342
Cost of Providing Municipal Services	(\$50,409)	(\$7,373)	(\$57,783)
Cost of Providing Utility Services	(\$38,631)	(\$22,734)	(\$61,365)
Subtotal Costs	(\$89,040)	(\$30,108)	(\$119,148)
Net Benefits	\$84,933	\$16,262	\$101,195
<i>Percent of Total Net Benefits</i>	<i>83.9%</i>	<i>16.1%</i>	

Non-Tax Incentives

At the request of the firm, The City of Tomball may consider abating taxes on the firm's property. The table below identifies the type of firm property for which the city may consider abating taxes.

Table 13. Incentives Under Consideration

Year	Enter Incentive Description
1	\$18,000
2	\$18,000
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$36,000

These financial incentives may be considered an investment in the Project made by the EDC and/or City. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

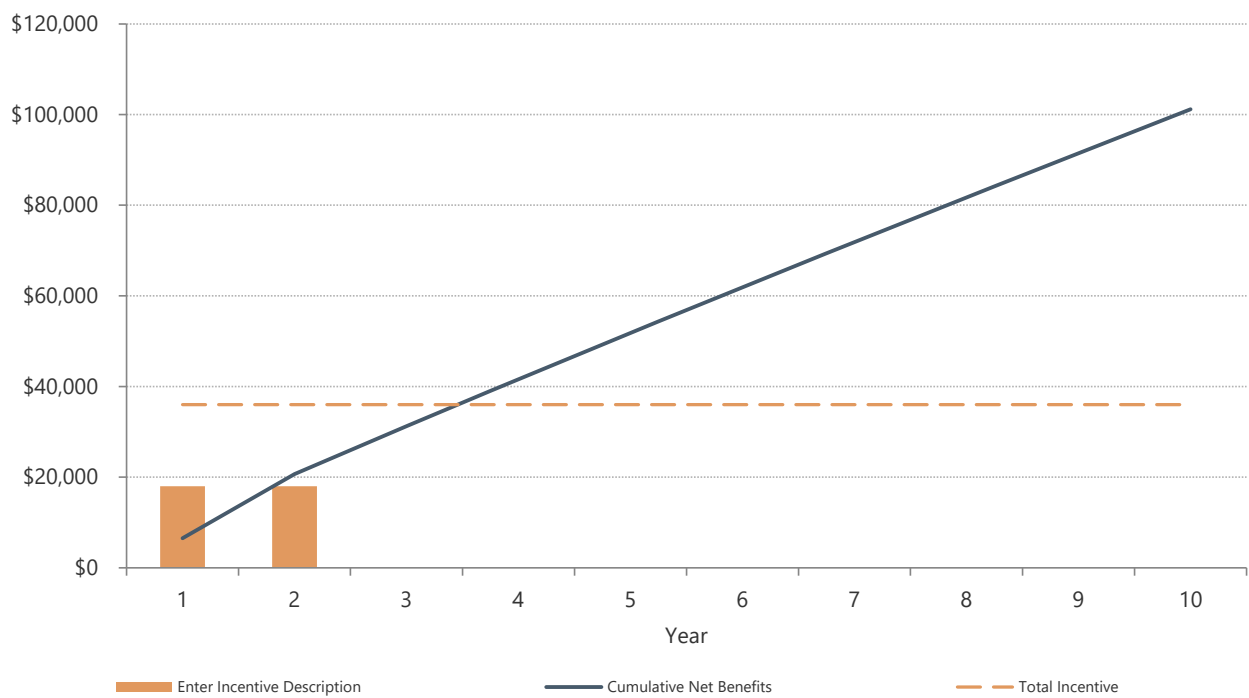
Table 14. Analysis of Incentives

Total Non-Tax Incentive	\$36,000
Incentive Per Job	\$1,500
Rate of Return - 5 Years	28.8%
Rate of Return - 10 Years	28.1%
Payback period (years)	3.5

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact 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 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 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:

33211A All other forging, stamping, and sintering		City	County
Employment Multiplier	(Type II Direct Effect)	1.8354	2.6609
Earnings Multiplier	(Type II Direct Effect)	1.6063	2.2053

The fiscal impacts calculated in this report are detailed in Appendix C. 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 the city and county 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

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Approve Agreement with Developer for Floodplain Mitigation between the City of Tomball and 249 Holderrieth, LLC for Their Purchase of 20 Acre-Feet of Floodplain Mitigation Volume from the City of Tomball for Their Property Located along Holderrieth Road, Just to the West of South Cherry Street and Described as Tracts 4H-1 and 4L-2 Abstract 632, C.N. Pilot Survey

Background:

249 Holderrieth, LLC (Developer) approached the City of Tomball about acquiring 20 acre-feet of floodplain mitigation volume credit from the M121 West channel excavation. With the channel's excavation, approximately 60 acre-feet of floodplain volume will be created. The Developer's acquisition of 20 acre-feet of floodplain mitigation volume will greatly increase their ability to develop their property and this Agreement allows the Developer to purchase 20 acre-feet of floodplain mitigation volume at a cost of \$100,000. This amount is consistent with floodplain mitigation agreements executed during land acquisition for the channel's construction.

Origination:

249 Holderrieth, LLC

Recommendation:

Approval

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Agreement with Developer for Floodplain Mitigation
Site

AGREEMENT WITH DEVELOPER FOR FLOODPLAIN MITIGATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Development Agreement executed as of the ____ day of _____, 2020 between the City of Tomball, Texas, (“City”) and **249 Holderrieth, LLC**, (“Developer”) owner of certain hereinafter described property located within the City. City and Developer are collectively referred to as “Parties.”

WHEREAS, Developer wishes to develop certain property located within the City limits, which is described as **Tracts 4H-1 and 4L-2 Abstract 632 CN Pillot**, situated in the City of Tomball, Harris County, Texas, generally located west of South Cherry Street, north of Holderrieth Road; and

WHEREAS, the Property lies within a FEMA Flood Hazard Area; and

WHEREAS, during the development planning stage for the Property, the Developer requested 20 acre-feet of floodplain mitigation volume from the M121 West drainage channel; and

WHEREAS, the City created approximately 60 acre-feet of floodplain mitigation volume with the excavation of the M121 West drainage channel; and

WHEREAS, the City agrees to sell 20 acre-feet of the available floodplain mitigation to the Developer at a cost of \$100,000.00;

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I Construction of Improvements

- 2.01 Construction of Improvements. Developer agrees to construct the Improvements in accordance with the plans and specifications approved by the City Engineer. No change in the construction plans shall be made by Developer without the prior written consent of the City Engineer. The entire cost of the construction of the Improvements shall be the responsibility and obligation of Developer.
- 2.02 Performance, Payment and Maintenance Bonds. Developer shall post with the City faithful performance, payment, and maintenance bonds for construction of the Improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code.

- 2.03 Inspection. The City Engineer shall periodically inspect the construction of the Improvements in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements pursuant to the City of Tomball Subdivision Ordinance, as amended.
- 2.04 Indemnity. Developer agrees to protect, indemnify, defend and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement by Developer or Developer's agents, representatives, employees, contractors, or subcontractors.

ARTICLE II

Miscellaneous Provisions

- 3.01 Assignment. 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.
- 3.02 Amendment or Modification. 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.
- 3.03 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.
- 3.04 Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.
- 3.05 Waiver. 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.
- 3.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.
- 3.07 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.
- 3.08 Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

IN WITNESS WHEREOF, the parties have executed this agreement as of the executed date.

CITY OF TOMBALL

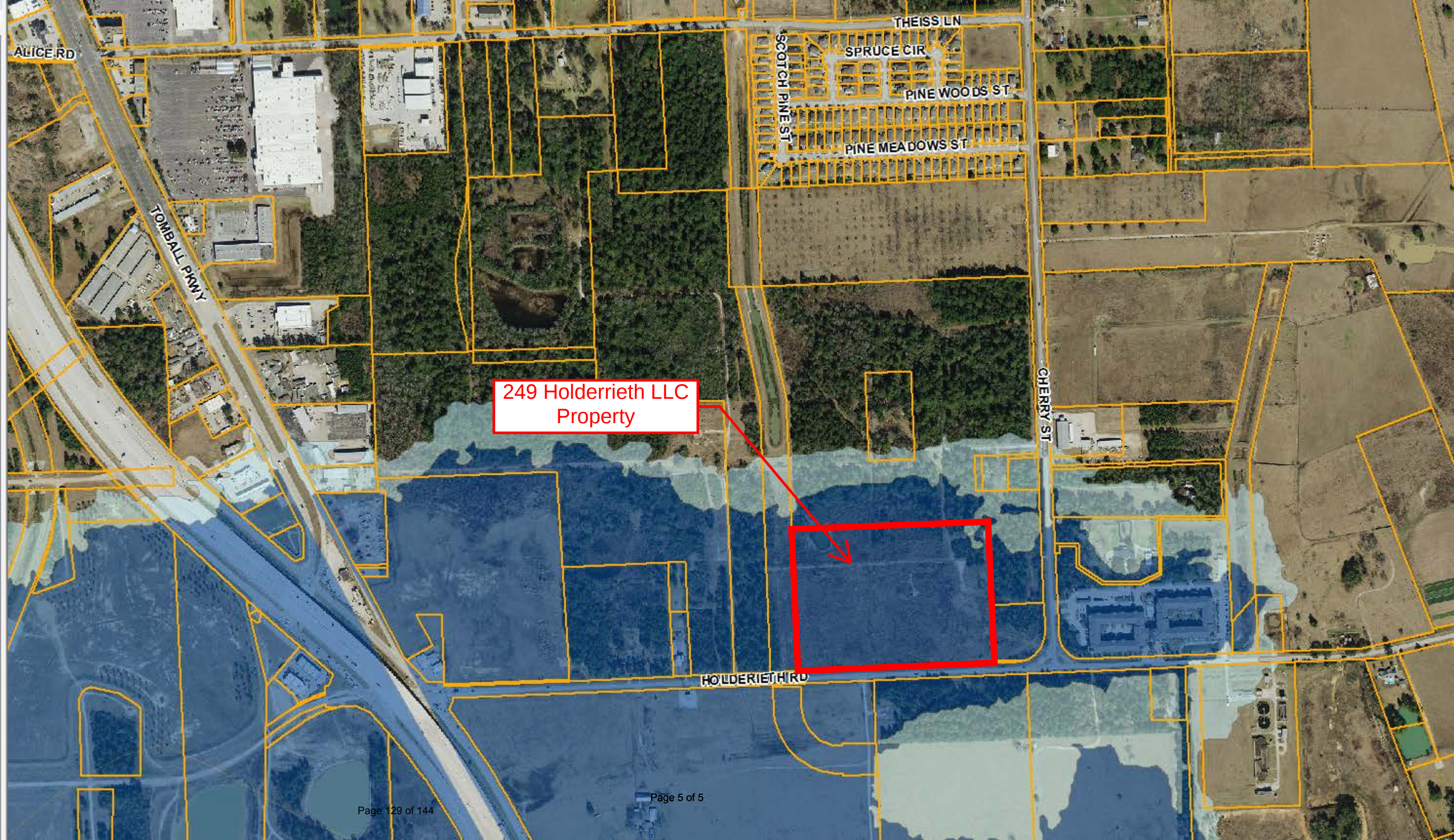
Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

DEVELOPER:
249 HOLDERRIETH, LLC

Authorized Signature, Name, and Title:
Bill Cummings
Owner, 249 Holderrieth, LLC



249 Holderrieth LLC
Property

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Adopt, on First Reading, Ordinance No. 2020-04, an Ordinance of the City of Tomball, Texas, Deleting Division 2, Municipal Court Technology Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; Deleting Section 28-34, Municipal Court Building Security Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; Deleting Division 3, Juvenile Case Manager Fund, of Article 28 of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; Providing for the Incorporation of Preamble; Specifically Repealing Ordinance Number 2010-12, as Codified as Division 2, Municipal Court Technology Fund and Section 28-34, Municipal Court Building Security Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances; Specifically Repealing Ordinance 2014-02, as Codified as Division 3, Juvenile Case Manager Fund, of Article II of Chapter 28, Municipal Court, of the Code of Ordinances; Providing a Repealer Clause, a Severability Clause, a Savings Clause and an Effective Date

Background:

The 2019 Legislative Session adopted new regulations regarding these funds; it is no longer necessary for the City of Tomball to retain the above-referenced sections in our Code of Ordinances.

Ordinance No. 2020-04 cleans up Chapter 28 by removing those sections no longer needed.

Origination:

Municipal Court

Recommendation:

Adopt Ordinance No. 2020-04 on First Reading.

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2020-04

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, DELETING DIVISION 2, MUNICIPAL COURT TECHNOLOGY FUND, OF ARTICLE II OF CHAPTER 28, MUNICIPAL COURT, OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS; DELETING SECTION 28-34, MUNICIPAL COURT BUILDING SECURITY FUND, OF ARTICLE II OF CHAPTER 28, MUNICIPAL COURT, OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS; DELETING DIVISION 3, JUVENILE CASE MANAGER FUND, OF ARTICLE 28 OF CHAPTER 28, MUNICIPAL COURT, OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; SPECIFICALLY REPEALING ORDINANCE NUMBER 2010-12, AS CODIFIED AS DIVISION 2, MUNICIPAL COURT TECHNOLOGY FUND AND SECTION 28-34, MUNICIPAL COURT BUILDING SECURITY FUND, OF ARTICLE II OF CHAPTER 28, MUNICIPAL COURT, OF THE CODE OF ORDINANCES; SPECIFICALLY REPEALING ORDINANCE 2014-02, AS CODIFIED AS DIVISION 3, JUVENILE CASE MANAGER FUND, OF ARTICLE II OF CHAPTER 28, MUNICIPAL COURT, OF THE CODE OF ORDINANCES; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, On June 21, 2010, by Ordinance Number 2010-12, the City Council of the City of Tomball, Texas, created a Municipal Court Technology Fund pursuant to Article 102.0172, as amended, of the Texas Code of Criminal Procedure, to assess and collect a Municipal Court Technology Fee, and such Ordinance was codified as Division 2, Municipal Court Technology Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; and

WHEREAS, On June 21, 2010, by Ordinance Number 2010-12, the City Council of the City of Tomball, Texas, created a Municipal Court Building Security Fund pursuant to Article 102.017, as amended, of the Texas Code of Criminal Procedure, to assess and collect a Municipal Court Building Security Fee, and such Ordinance was codified as Section 28-34, Municipal Court Building Security Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; and

WHEREAS, On January 6, 2014, by Ordinance Number 2014-02, the City Council of the City of Tomball, Texas, created a Juvenile Case Manager Fund pursuant to Article 102.0174, as amended, of the Texas Code of Criminal Procedure to assess and collect a Juvenile Case Manager Fee, and such Ordinance was codified as Division 3, Juvenile Case Manager Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas; and

WHEREAS, Senate Bill 346, adopted during the 86th Legislative Session and which became effective January 1, 2020, essentially deletes Chapter 102 of the Texas Code of Criminal Procedures as of January 1, 2020, and moves these provisions to Chapter 134 of the Texas Local Government Code; and

WHEREAS, effective January 1, 2020, Section 134.103 of the Texas Local Government Code established a Local Consolidated Fee of \$14.00 as court costs to be collected upon conviction of all nonjailable misdemeanor offenses, including a criminal violation of a municipal ordinance (“Local Consolidated Fee”); and

WHEREAS, the Local Consolidated Fee includes the Municipal Court Technology Fee, the Municipal Court Building Security Fee and the Juvenile Case Manager Fee, and consequently, the City is no longer required to have an ordinance adopted in order to assess and collect the Municipal Court Technology Fee, the Municipal Court Building Security Fee and the Juvenile Case Manager Fee; and

WHEREAS, the City Council hereby finds that Division 2, Municipal Court Technology Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances should be deleted in its entirety, and Ordinance 2010-12, that was codified as Division 2, should be specifically repealed;

WHEREAS, the City Council hereby finds that Section 28-34, Municipal Court Building Security Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances should be deleted in its entirety, and Ordinance 2010-12, that was codified as Section 28-34, should be specifically repealed;

WHEREAS, the City Council hereby finds that Division 3, Juvenile Case Manager Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances should be deleted in its entirety, and Ordinance 2014-02, that was codified as Division 3, should be specifically repealed; now therefore

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

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

Section 2. Division 2, Municipal Court Technology Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances is hereby deleted in its entirety and shall be reserved for future use.

Section 3. Article 28-34, Municipal Court Building Security Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances is hereby deleted in its entirety and shall be reserved for future use.

Section 4. Division 3, Juvenile Case Manager Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances is hereby deleted in its entirety and shall be reserved for future use.

Section 5. Ordinance 2010-12, duly passed and approved on June 21, 2010, and codified as Division 2, Municipal Court Technology Fund, of Article II, of Chapter 28,

Municipal Court, of the Code of Ordinances of the City of Tomball, Texas is hereby repealed in its entirety.

Section 6. Ordinance 2010-12, duly passed and approved on June 21, 2010, and codified as Section 28-34, Municipal Court Building Security Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas is hereby repealed in its entirety.

Section 7. Ordinance 2014-02, duly passed and approved on January 6, 2014, and codified as Division 3, Juvenile Case Manager Fund, of Article II, of Chapter 28, Municipal Court, of the Code of Ordinances of the City of Tomball, Texas is hereby repealed in its entirety.

Section 8. All provisions of the ordinances of the City of Tomball, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed and all other provisions of the ordinances of the City of Tomball, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 9. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 10. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section 11. This Ordinance shall become effective immediately upon 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 2ND DAY OF MARCH 2020.

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

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 16TH DAY OF MARCH 2020.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Adopt, on First Reading, Ordinance No. 2020-05, an Ordinance of the City of Tomball, Texas, Amending Division 1, Article II of Chapter 28, Municipal Court of the Code of Ordinances; Granting the City the Authority to Assess a Fine in the Case of a Person Failing to Appear for a Court Date or Violating a Promise to Appear to a Court Date; Providing a Repealer Clause, a Severability Clause, a Savings Clause, and an Effective Date

Background:

Tomball's Municipal Court is authorized to collect, after due notice, a fine not to exceed \$25 in the case of an individual failing to appear for a court date or violating a promise to appear to a court date.

The City is required to adopt an ordinance authorizing the assessment and collection of this fee (Failure to Appear).

The actual fee to be assessed and collected will be included in the City's Master Fee Schedule; a resolution to amend the Municipal Court Fees will be presented to Council on March 2, 2020.

Origination:

Municipal Court

Recommendation:

Adopt Ordinance No. 2020-05 on First Reading.

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

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Ordinance No. 2020-05 - Failure to Appear Fee Assessment

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING DIVISION 1, ARTICLE II OF CHAPTER 28, MUNICIPAL COURT OF THE CODE OF ORDINANCES; GRANTING THE CITY THE AUTHORITY TO ASSESS A FINE IN THE CASE OF A PERSON FAILING TO APPEAR FOR A COURT DATE OR VIOLATING A PROMISE TO APPEAR TO A COURT DATE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Texas Code of Criminal Procedures, Article 45.203 authorizes the governing body of a municipality to prescribe by ordinance, the collection, after due notice, of a fine not to exceed \$25 for an offense under Section 38.10, Penal Code or Section 543.009, Transportation Code;

WHEREAS, the City Council desires to pass an ordinance to enforce the collection of fines by special expense for the issuance and service of a warrant of arrest for the offenses of Failure to Appear (FTA) or a Violation of a Promise to Appear (VPTA); and

WHEREAS, Senate Bill 346, adopted during the 86th Legislative Session and which became effective January 1, 2020, includes minor changes related to assessments resulting from the criminal offenses of FTA and VPTA as they are established in Article 45.203(c) of the Texas Code of Criminal Procedure; now therefore

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

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

Section 2. Division1, Article II of Chapter 28, Municipal Court is hereby amended to read as follows:

“Division 1. Fines Imposed for Failure to Appear and/or Violation of a Promise to Appear.

Section 28.34. – If a person charged with a violation fails to attend a scheduled hearing, including an appeal hearing, the person is liable for the violation and will be assessed a fine, as determined from time to time by resolution of City Council, in an amount not to exceed \$25.”

Section 3. All provisions of the ordinances of the City of Tomball, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed and all other provisions of the ordinances of the City of Tomball, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 4. 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 5. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty

accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section 6. This Ordinance shall become effective immediately upon 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 2ND DAY OF MARCH 2020.

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

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 16TH DAY OF MARCH 2020.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

Approve Quote for Replacement of City of Tomball Existing Servers and Data Storage from Waypoint Business Solutions, in the Amount of \$74,802.26 and Authorize the City Manager to Execute Necessary Documents

Background:

Our servers and storage area network (SAN) have reached the age where, under best practices, they should be replaced. We are also reaching the limits of our storage capacity that needs to be expanded. This project will replace the hardware with the latest technology that provides redundancy and fail-over to maintain up time required by our business. This project is in the budget for this fiscal year.

Origination:

Doug Tippey, IT Manager

Recommendation:

Approve Quote

Funding:

Yes

Account Number:100-117-6320

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

Doug Tippey

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Hardware and Software quote



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

QUOTE

Number AAAQ6812

Date Feb 13, 2020

Bill To

City of Tomball

Doug Tippey
401 Market Street
Tomball, TX 77375

Phone 281-351-5484

Email dtippey@tomballtx.gov

Ship To

City of Tomball

Doug Tippey
401 Market Street
Tomball, TX 77375

Phone 281-351-5484

Email dtippey@tomballtx.gov

Account Manager



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

Contract

Dell DIR Contract
DIR-TSO-3763

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	3	VSAN Ready Node R740XD R740XD,VSAN-RN,HYB No Trusted Platform Module Chassis with up to 24x2.5" HDs, Mid-Bay Removed, 4x2.5" HDDs in FB for 1 and 2 CPU PowerEdge R740XD Shipping Intel Xeon Gold 5218N 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (110W) DDR4-2666 No Additional Processor Blank for 1CPU Configuration Standard 1U Heatsink 6 Performance Fans forR740/740XD 2933MT/s RDIMMs Performance Optimized No RAID HBA330 Controller, 12Gbps Mini card iDRAC9,Enterprise OpenManage Enterprise Advanced ReadyRails Sliding Rails With Cable Management Arm Dell EMC Ready Nodes 2U Standard Bezel Luggage Tag for VSAN RN R740xd Performance BIOS Settings Dual, Hot-plug, Redundant Power Supply (1+1), 750W No Systems Documentation, No OpenManage DVD Kit VMware ESXi 6.7 U3 Embedded Image (License Not Included) No Media Required UEFI BIOS Boot Mode with GPT Partition US Order PowerEdge R740/R740XD Motherboard IDM/ Personality Module for VSAN RN R740xd	\$22,010.14	\$66,030.42

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
		PowerEdge R740 Shipping Material BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH iDRAC Group Manager, Disabled iDRAC,Legacy Password Riser Config 1, 4 x8 slots Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC No Quick Sync PowerEdge R740 CE, CCC, BIS Marking OpenManage Integration for VMware vCenter - 1 host increment, 3 year license - Digitally Fulfilled Basic Next Business Day 36 Months ProSupport and 4Hr Mission Critical Initial, 36 Month(s) 6 x 16GB RDIMM, 2933MT/s, Dual Rank 6 x 32GB RDIMM, 2933MT/s, Dual Rank 12 x 2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive Intel X710 Dual Port 10GbE Direct Attach SFP+ Adapter, PCIe Full Height 2 x NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America Virtual SAN Ready Node,3 Years 3 x 800GB SSD SAS Mix Use 12Gbps 512 2.5in Flex Bay AG Drive, 3 DWPD, 4380 TBW HCI Kit Standard Edition with 3 year License and Support ProSupport for Software, VMware HCI Kit, Standard, Per CPU, 3 Years		
2	1	PowerSwitch S4112-ON - With Tray Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10 OS10 Enterprise, S4112F Dell EMC Networking S4112-ON Americas User Guide Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112 US Order Dell Hardware Limited Warranty 1 Year Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 2 Years ProSupport Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor On-Site Installation Declined Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 1 Meter 2 x Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 2 x Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 6 x Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	\$4,418.40	\$4,418.40
3	1	PowerSwitch S4112-ON - No Tray Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10 OS10 Enterprise, S4112F Dell EMC Networking S4112-ON Americas User Guide US Order	\$4,353.44	\$4,353.44

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
		Dell Hardware Limited Warranty 1 Year Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 2 Years ProSupport Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor On-Site Installation Declined Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 1 Meter 2 x Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 2 x Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 6 x Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter		

SubTotal	\$74,802.26
Tax	\$0.00
Shipping	\$0.00
Total	\$74,802.26

Please contact me if I can be of further assistance.

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Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 2, 2020

Topic:

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

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.072 - Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

Background:**Origination:**

City Manager

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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