

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



MONDAY, JUNE 18, 2018

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, June 18, 2018 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 Bill Rasco, Spring Creek Church of Christ

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

- Tomball City Pool – 2018 Swim Season - Jerry Matheson Park Pool will operate with normal hours through August 19. From August 20 through September 2, the

pool will be open on Saturday and Sunday only. The pool will be closed every Monday during swim season 2018, except Memorial Day (May 28), July 4th, and Labor Day (September 3). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.

- **TOMBALL KID'S CLUB** – July 10, 12, 17, 19, 24, 26, and 31; August 2, 7, 9, 14, and 16 from 10:30 a.m.-12:30 p.m., at the **Tomball Community Center**. July 13, 20, and 27; August 3, 10, and 17 from 10:30 a.m.-12:30 p.m. at **LoneStar College-Tomball Community Library**
- **July 4, 2018 – July Fourth Celebration & Street Festival** – Business 249 at FM 2920
- July 7, 2018 – **2nd Saturday at the Depot**
- August 3, 2018 – **Tomball Night & Parade of Lights**
- September 15, 2018 – **GroovFest'18** at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken

6.0 Approve the Minutes of the June 4, 2018 Regular Tomball City Council Meeting

7.0 Old Business:

- 7.1 Adopt, on Second Reading, Ordinance No. 2018-21, an Ordinance of the City of Tomball, Texas, Amending the Code of Ordinances to Add a New Section 18-287, Detention Pond Operation and Maintenance, to Article VII, Drainage Design, of Chapter 18, Environment; 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
- 7.2 Approve, on Second Reading, Resolution No. 2018-15-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and ARC Management, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multi-building office/warehouse park to be located at 14426-14434 Medical Complex Drive, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$186,700.00.
- 7.3 Approve, on Second Reading, Resolution No. 2018-16-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and The Neutral Nest, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 104 Commerce, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$6,300.00.

8.0 New Business:

- 8.1 Approve Resolution No. 2018-17, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at which All Interested Parties Shall Have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing

Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (*Being a 0.6123 Acre Portion of Brown Road, (60.00 feet in width), According to a Deed Filed for Record in Volume 3194, Page 388 of the Harris County Deed Records and 3.0223 Acres of Land for Proposed Annexation Situated in the Joseph House Survey, A-34 in Harris County, Texas, Same Being Comprised of All of Lot 1 in Block 1 of Fourteen Six Hundred Business Park, a Subdivision in Said Harris County, Texas According to the Map or Plat Thereof Filed for Record under Film Code No. 680728 of the Harris County Map Records*) – [a Portion of Brown Road Right-of-Way and 14600 Brown Road]

- 8.2 Reappoint/Appoint Members to the Planning and Zoning Commission, Positions 1 and 3, for New Terms Expiring June 1, 2021
- 8.3 Consideration To Approve **Zoning Case P18-072**: Request By Rene Rodriguez Of LJA Engineering, Inc., On Behalf Of Tomball 39 Partners, LLP, To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Rezoning Approximately 3 Acres Of Land From The Commercial District And Approximately 36 Acres From The Agricultural District To The Single-Family 6 District. The Lots Are Legally Described As Tracts 198, 202 & 206 Tomball Outlots And Tracts 4L 21 & 22 Of The C.N. Pillot Survey, Abstract 632 And Are Generally Located On The South Side Of Theis Lane, West Of Pine Meadows Subdivision And The North Side Of Holderrieth Road, West Of South Cherry Street Within The City Of Tomball, Texas.
- Conduct Public Hearing On **Zoning Case P18-072**
 - Adopt, on First Reading, Ordinance No. 2018-20, 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 36 Acres of Land Zoned Agricultural and Approximately 3 Acres of Land Zoned Commercial to the Single-Family 6 District. The Property is Legally Described Tracts 198, 202 & 206 Tomball Outlots and Tracts 4L 21 & 22 Of The C.N. Pillot Survey, Abstract 632, within the City Of Tomball, Harris County, Texas; Said Property Being Generally Located on the South Side of Theis Lane West of Pine Meadows Subdivision and the North Side of Holderrieth Road, West of South Cherry Street; 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.
- 8.4 Award Contract for Project No. 2018-14, 2018 Asphalt and Concrete Street Improvements, to Hayden Paving, Inc. in the Amount of \$160,032.00
- 8.5 Approve Interlocal Agreement between the City of Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Five (5) Student Resource Officers (SROs) to TISD Campuses and Authorize the City Manager to Execute the Interlocal Agreement
- 8.6 Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After the Normal Campus Hours, and Authorize the City Manager to Execute the Interlocal Agreement

9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of June 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding 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: June 18, 2018

Topic:

- Led by Pastor Bill Rasco, Spring Creek Church of Christ

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: June 18, 2018

Topic:

- Tomball City Pool – 2018 Swim Season - Jerry Matheson Park Pool will operate with normal hours through August 19. From August 20 through September 2, the pool will be open on Saturday and Sunday only. The pool will be closed every Monday during swim season 2018, except Memorial Day (May 28), July 4th, and Labor Day (September 3). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- **TOMBALL KID'S CLUB** – July 10, 12, 17, 19, 24, 26, and 31; August 2, 7, 9, 14, and 16 from 10:30 a.m.-12:30 p.m., at the **Tomball Community Center**. July 13, 20, and 27; August 3, 10, and 17 from 10:30 a.m.-12:30 p.m. at **LoneStar College-Tomball Community Library**
- **July 4, 2018 – July Fourth Celebration & Street Festival** – Business 249 at FM 2920
- July 7, 2018 – **2nd Saturday at the Depot**
- August 3, 2018 – **Tomball Night & Parade of Lights**
- September 15, 2018 – **GroovFest'18** at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: June 18, 2018

Topic:

Approve the Minutes of the June 4, 2018 Regular Tomball City Council Meeting

Background:

Origination:

City Secretary

Recommendation:

N/A

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

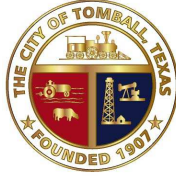
City Secretary

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

ATTACHMENTS:

Draft Minutes of the June 4, 2018 Regular Tomball City Council Meeting

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



**MONDAY, JUNE 4, 2018
6:00 P.M.**

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

Councilman Stoll
Councilman Townsend
Councilman Klein Quinn

Members absent:

Councilman Ford – Excused
Councilman Degges – Excused

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
City Engineer – Beth Jones
Community Center Manager – Rosalie Dillon
Assistant City Secretary – Tracy Garcia
Police Officer-Investigations – James Harral
Utilities Superintendent – John Escamilla
Fire Marshal – Joe Sykora
TEDC Executive Director – Kelly Violette

2.0 The invocation was led by Pastor Mike Hernandez of Local Church

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

4.0 No public comments were received.

5.0 Mayor Fagan presented a Certification of Recognition – William Hunter Lang – VFW **Scout of the Year.**

6.0 Reports and Announcements:

- Tomball City Pool – 2018 Swim Season - Jerry Matheson Park Pool will be open Memorial Weekend, May 26-28, then will reopen on June 2 and will operate with normal hours through August 19. From August 20 through September 2, the pool will be open on Saturday and Sunday only. The pool will be closed every Monday during swim season 2018, except Memorial Day (May 28), July 4th, and Labor Day (September 3). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- June 6, 2018 – **10th Annual Economic Outlook Luncheon** – sponsored by the Tomball Economic Development Corporation at Lone Star College-Tomball – 11:30 a.m.-1:30 p.m.
- **TOMBALL KID'S CLUB** – July 10, 12, 17, 19, 24, 26, and 31; August 2, 7, 9, 14, and 16 from 10:30 a.m.-12:30 p.m., at the **Tomball Community Center** and July 13, 20, and 27; August 3, 10, and 17 from 10:30 a.m.-12:30 p.m. at **LoneStar College-Tomball Community Library**
- July 4, 2018 – **July Fourth Celebration & Street Festival** – Business 249 at FM 2920
- July 7, 2018 – **2nd Saturday at the Depot**
- August 3, 2018 – **Tomball Night & Parade of Lights**
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter presented a report on the **"Honky Tonk Chili Challenge"** and the **"Oil Town USA" Jamboree** at the Depot.

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the May 21, 2018 Regular Tomball City Council Meeting

Motion carried unanimously.

8.0 Old Business:

8.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt on Second Reading, Ordinance No. 2018-16, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include all of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball all of the Territory within Such Limits and Boundaries; Approving a Service Plan for all of

the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (*Being a 2.844-Acre Tract of Land in the Jesse Pruitt Survey, Abstract No. 629, Harris County Texas, out of and a part of that Certain 4.8914-Acre Tract of Land described in Deed recorded under Clerk's File No. 2013-0036029 of the Official Public Records of Real Property of Harris County, Texas, Located at 22828 Hufsmith-Kohrville Road*). Vote was as follows:

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

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-19, 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 0.0803 Acres of Land, Legally Described Lot 18 Block 70 Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town and Mixed Use District; Said Property being generally located on the West Side of Chestnut Street and the North Side of Mechanic Street; 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>Absent</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Absent</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

9.0 New Business:

- 9.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to remove from Table for Consideration and Possible Action to Approve an Amended Development Agreement with LS Development, LLC (Developer of Raleigh Creek Subdivision) for Public Improvement District No. 2 (Raleigh Creek), Containing the Same Terms Provided in the Development Agreements for PID 3 and Subsequent City of Tomball PIDs.

Motion carried unanimously.

Motion having previously been made by Councilman Klein Quinn, second by Councilman Stoll, to approve an Amended Development Agreement with LS Development, LLC (Developer of Raleigh Creek Subdivision) for Public Improvement District No. 2 (Raleigh Creek), Containing the Same Terms Provided in the Development Agreements for PID 3 and Subsequent City of Tomball PIDs, discussion was held.

Motion carried unanimously.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Agreement for Annexation and Provision of Water Services with Houston PFG, Inc. for the City to Temporarily Provide Out-of-City Water Service

Motion carried unanimously.

- 9.3 Council received the Tomball Economic Development Corporation (TEDC) 2017-2018 Annual Report.

No action necessary.

- 9.4 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve, as a Project of the Corporation, an agreement with Grimes Industrial, Inc., to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with expansion and development of its current facility located at 929 E. Main Street, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$15,485.00.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve, on First Reading, Resolution No. 2018-15-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development with an Economic Development Agreement by and between the Corporation and ARC Management, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 14426-14434 Medical Complex Drive, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$186,700.00.

Motion carried unanimously.

- 9.6 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve, on First Reading, Resolution No. 2018-16-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and The Neutral Nest, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 104 Commerce, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$6,300.00.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2018-21 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2018-21, an Ordinance of the City of Tomball, Texas, Amending the Code of Ordinances to Add a New Section 18-287, Detention Pond Operation and Maintenance, to Article VII, Drainage Design, of Chapter 18, Environment; 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>Absent</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Absent</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 9.8 Motion was made by Councilman Townsend, second by Councilman Stoll, to award Contract for Project No. 2018-13, Diesel Fuel and Gasoline, to Sole Bidder, Sun Coast Resources, Inc.

Motion carried unanimously.

- 9.9 Executive Session: The City Council recessed at 6:54 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – Director of Public Works

Upon reconvening into regular session at 7:08 p.m., the following actions were taken:

- 9.10 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Appointment of Beth Jones as Director of Public Works, Pursuant to Section 7.10 of the City Charter.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 18th day of June 2018.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 18, 2018

Topic:

Adopt, on Second Reading, Ordinance No. 2018-21, an Ordinance of the City of Tomball, Texas, Amending the Code of Ordinances to Add a New Section 18-287, Detention Pond Operation and Maintenance, to Article VII, Drainage Design, of Chapter 18, Environment; Providing for Severability; Providing for a Penalty of an Amount Not To Exceed \$2,000 for Each Day of Violation of any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters

Background:

The City of Tomball currently has adopted design standards for detention ponds. Detention ponds are engineered to contain a calculated capture volume and release rate in an effort to protect downstream properties from flooding effects caused by increased runoff from development.

In order for detention ponds to perform as designed, routine maintenance by the property owner is essential. Detention ponds with an overgrowth of vegetation or siltation diminishes the ponds' volume to store storm water runoff. Also, silt tends to clog outlet structures which reduces the ability for the detention ponds to drain as designed. For pumped release detention ponds, restricting the release to the amount specified in the engineering design is another common issue with detention ponds throughout the City.

Over the past several months, City staff has reached out to numerous property owners whose ponds are not being maintained and managed to control storm water runoff as designed. Ordinance 2018-21 establishes detention pond operation and maintenance standards to ensure that detention ponds operate as intended.

Origination:

Community Development Department

Recommendation:

Adopt Ordinance No. 2018-21 on Second Reading

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

Doris Speer, City Secretary

ACTION TAKEN

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

Ordinance No. 2018-21

ORDINANCE NO. 2018-21

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE CODE OF ORDINANCES TO ADD A NEW SECTION 18-287, DETENTION POND OPERATION AND MAINTENANCE, TO ARTICLE VII, DRAINAGE DESIGN, OF CHAPTER 18, ENVIRONMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City of Tomball has adopted standards for the design of storm water drainage systems; and

WHEREAS, the City Council hereby finds it to be in the best interest of the health, safety and welfare of its citizens to adopt the regulations related to detention pond operation and maintenance contained in this ordinance;

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas are hereby amended to add a new Section 18-287, Detention Pond Operation and Maintenance, to Article VII, Drainage Design, of Chapter 18, Environment, with the new Section 18-287 to read as follows:

“Section 18-287. – Detention pond operation and maintenance.

- (a) The Engineer of Record shall provide as-built drawings certifying that the pond was constructed in accordance with the approved engineering plans.
- (b) The property owner or their designative representative shall be responsible for routinely inspecting ponds to ensure that all components of the pond are maintained and are in good working condition.

- i. Routine inspections and maintenance shall include:
 - a. Repair or replace all damaged fencing and locks, if applicable.
 - b. The accumulation of litter, obstructions, sediment and excessive vegetation, including weeds, shall be removed.
 - c. Eroded areas shall be reestablished and bare ground shall be reseeded.
 - d. For dry bottom ponds, areas of ponding shall be eliminated.
 - e. Replace damaged or defective drainage structures; including pumps, inlets, grates, pipes, overflow weirs and sediment controls.
 - f. Outlet structures, including pumped discharges, shall release at rates as specified on the approved engineering plans.”

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other 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 4. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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 4th DAY OF JUNE 2018.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE
CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18th DAY OF JUNE 2018.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 18, 2018

Topic:

Approve, on Second Reading, Resolution No. 2018-15-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and ARC Management, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multi-building office/warehouse park to be located at 14426-14434 Medical Complex Drive, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$186,700.00.

Background:

On May 15, 2018, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with ARC Management, LLC for infrastructure assistance for the promotion of new or expanded business development. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approve of Resolution No. 2018-15-TEDC on second reading.

Funding:

Yes

Account Number:Project Grants

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

Doris Speer, City Secretary

ACTION TAKEN

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

Resolution No. 2018-15-TEDC

TEDC Memo

Request Letter

Draft Performance Agreement

RESOLUTION NO. 2018-15-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND ARC MANAGEMENT, LLC, TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of One Hundred Eighty-Six Thousand Seven Hundred Dollars (\$186,700.00), found by the Board to be required or suitable to promote a new business development by ARC Management LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Hundred Eighty-Six Thousand Seven Hundred Dollars (\$186,700.00), to ARC Management LLC in accordance with an economic development agreement by and between the TEDC and ARC Management LLC to promote and develop a new or expanded business enterprise, to be located at 14426-14434 Medical Complex Drive, Tomball, Texas 77375.

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

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

PASSED AND APPROVED on first reading this 4th day of June, 2018.

PASSED, APPROVED, AND RESOLVED on second and final reading this 18th day of June, 2018.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: June 4, 2018

SUBJECT: ARC Management, LLC Performance Agreement

The Tomball Economic Development Corporation has received a request from James Springfield, President of ARC Management, LLC, for assistance with infrastructure costs related to the development of a proposed multi-building office/warehouse park.

ARC Management, LLC, proposes to develop approximately 8.355 acres located at 14426-14434 Medical Complex Drive in Tomball. The development will consist of two 37,500 square-foot and one 28,000 square-foot concrete tilt-wall office/warehouse buildings. The estimated capital investment for the project is over \$8.4 million.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. The eligible infrastructure improvements include water, sanitary, gas, storm sewer, telecommunications, electric utilities and related site improvements totaling approximately \$1,867,000.00.

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 \$408,362.00.

If the agreement between the TEDC and ARC Management, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$186,700.00, based on 10% of the actual expenditures for the eligible infrastructure improvements.

May 7th, 2018

Dear TEDC Board of Directors:

On behalf of ARC Management, I appreciate the opportunity to request grant funding from TEDC for the completion of Tomball Crossing Business Park. I am privileged to work with our project team including our owner, Mr. Attayi, along with Jeremy Moss and Andy Hudson, who are also with the ARC Team. We are fortunate to have both Bryan and Larry Rennell from Rennell Associates as well as Josh Rendon from Drake Builders as key partners in this project.

Our mission in developing Tomball Crossing Business Park 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 tenants seeking to lease in our project will be able to customize their allotted space to suit their needs.

Tomball Crossing Business Park will consist of two 37,500 square foot buildings with a shared truck court and high-dock access along with a single, 28,000 square foot building with high-dock access also included. The property is located near Highway 249 and Medical Complex Boulevard. The features and location of this project were designed with value and flexibility in mind, with both the usability and ease of access to large trucks.

The construction phase of this project is set to commence on June 5th, 2018 and is scheduled for completion 9 months later, on March 1st, 2019.

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

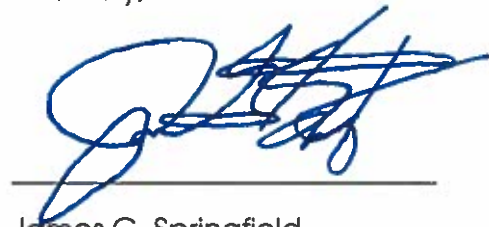
Land	\$1,486,734
Construction	\$5,150,000
Total Tenant Improvement	\$927,000
Landscaping	\$100,000
Graphics & Signage	\$40,000
Project Manager	\$91,000
Development Services	\$153,450
Surveyor	\$3,600
Geotechnical Investigation	\$8,131
Construction Materials Testing	\$50,475
Permit/Plan Review	\$16,440
Telephone/Electric/Gas Charges	\$20,000
CPE Encroachment	\$24,000
Meters & Tap Fees	\$2,910
Water/Wastewater Impact Fees	\$49,808
Commercial Gas Impact Fee	\$800
Legal	\$10,000

Based on our review of the market, we believe our project will complement the Tomball Technology and Business Park and play a valuable counterpart to the existing grade-level developments in the area. This project is value-engineered with the end-user in mind, making it 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 and Certified Survey.

We welcome any questions you may have about Tomball Crossing Business Park. For a prompt response to your inquiries, please contact me by phone at 713-234-6322. We are grateful for this opportunity to receive your assistance and trust in our development. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James G. Springfield', is written over a horizontal line.

James G. Springfield
President
ARC Management, LLC

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 **ARC Management, LLC** (the “Company”), 10235 West Little York Rd, Suite 170, Houston, TX, 77040.

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 an 8.355-acre tract of land within the City, located at 14426-14434 Medical Complex Drive, Tomball, TX 77377 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, such development shall include the construction of two (2) 37,500 square-foot and one (1) 28,000 square-foot concrete tilt-wall office/warehouse buildings; and

WHEREAS, the TEDC agrees to provide to the Company the sum of One Hundred Eighty-Six Thousand Seven Hundred Dollars (\$186,700), or an amount equal to actual construction costs if less than the sum stated above, to assist in the construction of 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 covenants and agrees that it will construct and maintain on the Property two (2) 37,500 square-foot and one (1) 28,000 square-foot concrete tilt-wall office/warehouse buildings (the “Improvements”) identified and described 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.

Construction of the Improvements of the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary occupancy permits from the City shall be obtained, within twenty-four (24) months of the Start Date. Extensions of these deadlines due to extenuating

circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

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

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred Eighty-Six Thousand Seven Hundred Dollars (\$186,700), or an amount equal to actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) a copy of a letter from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (e) 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 (f) 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. Upon completion of construction and occupancy of each office/warehouse building, the Company may, upon providing the certifications and information required above, request reimbursement of one-third (1/3) of the amount that TEDC has agreed to reimburse to Company. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of such request, including the certifications and information required.

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 ½% 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 ½% 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: ARC Management, LLC
10235 West Little York Rd, Suite 170
Houston, TX, 77040
Attn: James G. Springfield, 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 _____ 2018 (the “Effective Date”).

ARC MANAGEMENT, LLC

By: _____
Name: James G. Springfield
Title: President

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

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

ATTEST:

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by James G. Springfield, the President of ARC Management, LLC for and on behalf of
said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, 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

LOT 9, TOMBALL MARKETPLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN FILM CODE NO. 605157 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

DRAFT

Exhibit B
Description of Infrastructure Improvements

Sanitary Sewer	\$ 150,000
Storm Drainage	\$ 275,000
Water	\$ 267,000
Gas	\$ 75,000
Site Preparation	\$ 750,000
Telecommunications/Internet	\$ 50,000
Electric	\$ 300,000
Total	\$ 1,867,000

Exhibit C
Description of Improvements

Two 37,500 square-foot and one 28,000 square-foot concrete tilt-wall office/warehouse buildings on an 8.355-acre tract of land located at 14426-14434 Medical Complex Drive, Tomball, TX 77377.

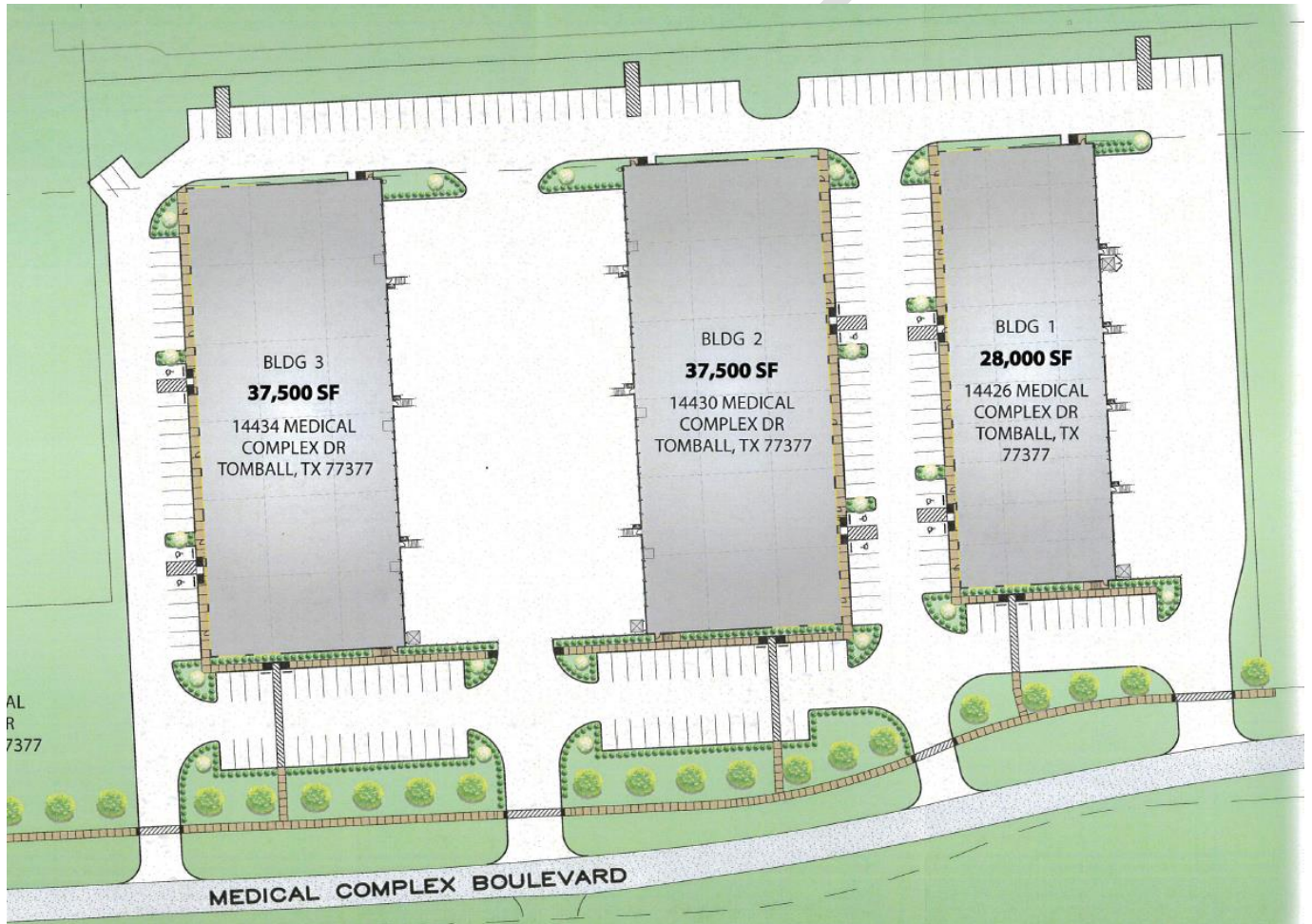


Exhibit C Continued
Description of Improvements



EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF TOMBALL CROSSING BUSINESS PARK IN TOMBALL, TX

May 10, 2018

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

The proposed Tomball Crossing Business Park is a three-building 103,000 square foot industrial flex space project near the intersection of Medical Complex Drive and the West side of the Hwy 249 Feeder Road. The project consists of three high-dock buildings with multiple office and warehouse layouts depending upon the needs of the user. The two western buildings will share a truck court featuring high-dock access and each are 37,500 square feet in respective size. The third easternmost building is 28,000 square feet and will also offer high-dock access.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 95.0 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 60.1 indirect and induced workers in the community earning \$28,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$60.7 million over the next 10 years.

On average, the Project will generate \$25.7 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$8.9 million in economic output per year as a result of the Project. In total, the Project will support \$34.7 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 \$15.9 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	95.0	60.1	155.1
Salaries to be paid to direct, indirect, and induced workers	\$44,735,556	\$15,916,912	\$60,652,468
Economic output generated by direct, indirect, and induced activity	\$257,332,030	\$89,294,214	\$346,626,244
Taxable sales and purchases expected in the City	\$15,381,066	\$477,507	\$15,858,573

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	4.8	3.0	7.8
Number of new residents in the City	12.5	7.7	20.2
Number of new residential properties to be built in the City	0.7	0.5	1.2
Number of new students expected to attend local school district	2.5	1.5	4.0

The Project is estimated to support an average of approximately \$9.2 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	\$118,071	\$1,486,734	\$6,950,207	\$0	\$0	\$8,436,941	\$8,555,012
2	\$189,251	\$1,516,469	\$7,089,211	\$0	\$0	\$8,605,680	\$8,794,931
3	\$210,585	\$1,546,798	\$7,230,995	\$0	\$0	\$8,777,793	\$8,988,378
4	\$214,797	\$1,577,734	\$7,375,615	\$0	\$0	\$8,953,349	\$9,168,146
5	\$219,092	\$1,609,289	\$7,523,128	\$0	\$0	\$9,132,416	\$9,351,509
6	\$223,474	\$1,641,474	\$7,673,590	\$0	\$0	\$9,315,065	\$9,538,539
7	\$227,944	\$1,674,304	\$7,827,062	\$0	\$0	\$9,501,366	\$9,729,310
8	\$232,503	\$1,707,790	\$7,983,603	\$0	\$0	\$9,691,393	\$9,923,896
9	\$237,153	\$1,741,946	\$8,143,275	\$0	\$0	\$9,885,221	\$10,122,374
10	\$241,896	\$1,776,785	\$8,306,141	\$0	\$0	\$10,082,925	\$10,324,821

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 \$7.0 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	\$6,950,207
Materials	\$3,475,104
Labor	\$3,475,104
Temporary Construction Workers Supported (Average Earnings = \$51,300)	67.7

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*	67.7	47.0	114.7
Salaries to be paid to direct, indirect, and induced workers	\$3,475,104	\$1,760,487	\$5,235,591
Revenues or sales for businesses related to construction	\$6,950,207	\$5,989,688	\$12,939,895

* 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	\$3,475,104
Percent of Materials subject to local tax	50.0%
<u>Subtotal Taxable Materials</u>	<u>\$1,737,552</u>
Expenditure for Labor / Paid to construction workers	\$3,475,104
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>\$83,402</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>\$1,820,954</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 \$795,700 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.

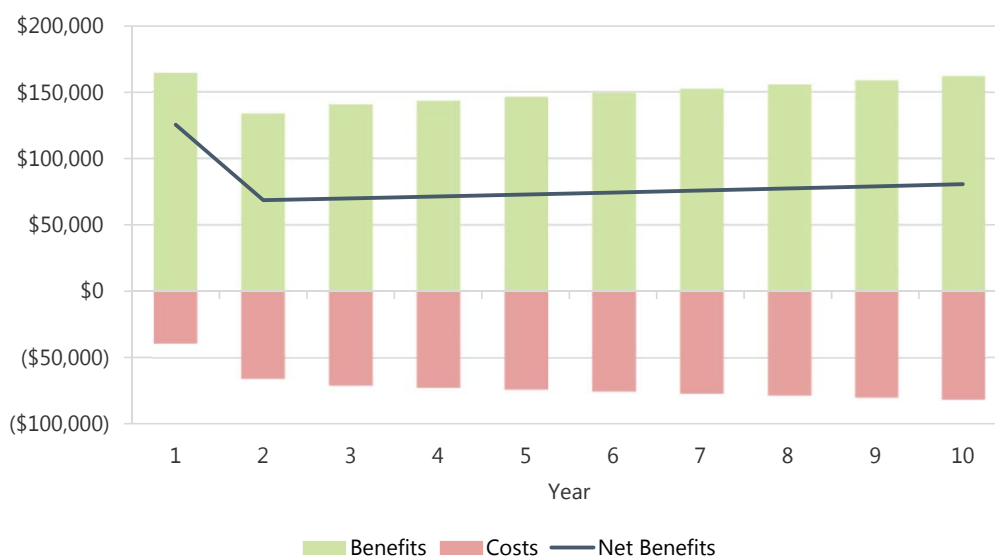
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$317,171
Property Taxes - Project	\$499,972
Property Taxes - New Residential	\$11,445
Utility Revenue	\$523,517
Utility Franchise Fees	\$49,373
Building Permits and Fees	\$21,841
Hotel Occupancy Taxes	\$4,851
Miscellaneous Taxes & User Fees	\$80,985
<u>Subtotal Benefits</u>	<u>\$1,509,156</u>
Cost of Providing Municipal Services	(\$163,779)
Cost of Providing Utility Services	(\$549,693)
<u>Subtotal Costs</u>	<u>(\$713,473)</u>
Net Benefits	\$795,683
<i>Present Value (5% discount rate)</i>	<i>\$620,305</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	\$164,730	(\$39,202)	\$125,528	\$125,528
2	\$134,293	(\$65,707)	\$68,585	\$194,113
3	\$140,882	(\$70,904)	\$69,979	\$264,092
4	\$143,727	(\$72,322)	\$71,406	\$335,498
5	\$146,632	(\$73,768)	\$72,864	\$408,362
6	\$149,597	(\$75,243)	\$74,353	\$482,715
7	\$152,623	(\$76,748)	\$75,875	\$558,590
8	\$155,713	(\$78,283)	\$77,430	\$636,020
9	\$158,868	(\$79,849)	\$79,019	\$715,040
10	\$162,090	(\$81,446)	\$80,644	\$795,683
Total	\$1,509,156	(\$713,473)	\$795,683	

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	\$280,780	\$36,391	\$317,171
Real Property Taxes	\$499,972	\$0	\$499,972
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$11,445	\$11,445
Utility Revenue	\$402,901	\$120,617	\$523,517
Utility Franchise Fees	\$41,468	\$7,905	\$49,373
Building Permits and Fees	\$21,841	\$0	\$21,841
Hotel Occupancy Taxes	\$4,851	\$0	\$4,851
Miscellaneous Taxes & User Fees	\$48,712	\$32,273	\$80,985
Subtotal Benefits	\$1,300,524	\$208,632	\$1,509,156
Cost of Providing Municipal Services	(\$98,418)	(\$65,361)	(\$163,779)
Cost of Providing Utility Services	(\$423,046)	(\$126,648)	(\$549,693)
Subtotal Costs	(\$521,464)	(\$192,009)	(\$713,473)
Net Benefits	\$779,061	\$16,623	\$795,683
<i>Percent of Total Net Benefits</i>	<i>97.9%</i>	<i>2.1%</i>	

Non-Tax Incentives

The Tomball EDC is considering the following non-tax incentives for the Project.

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	\$186,700
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$186,700

These financial incentives may be considered an investment in the Project made by the EDC. 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.

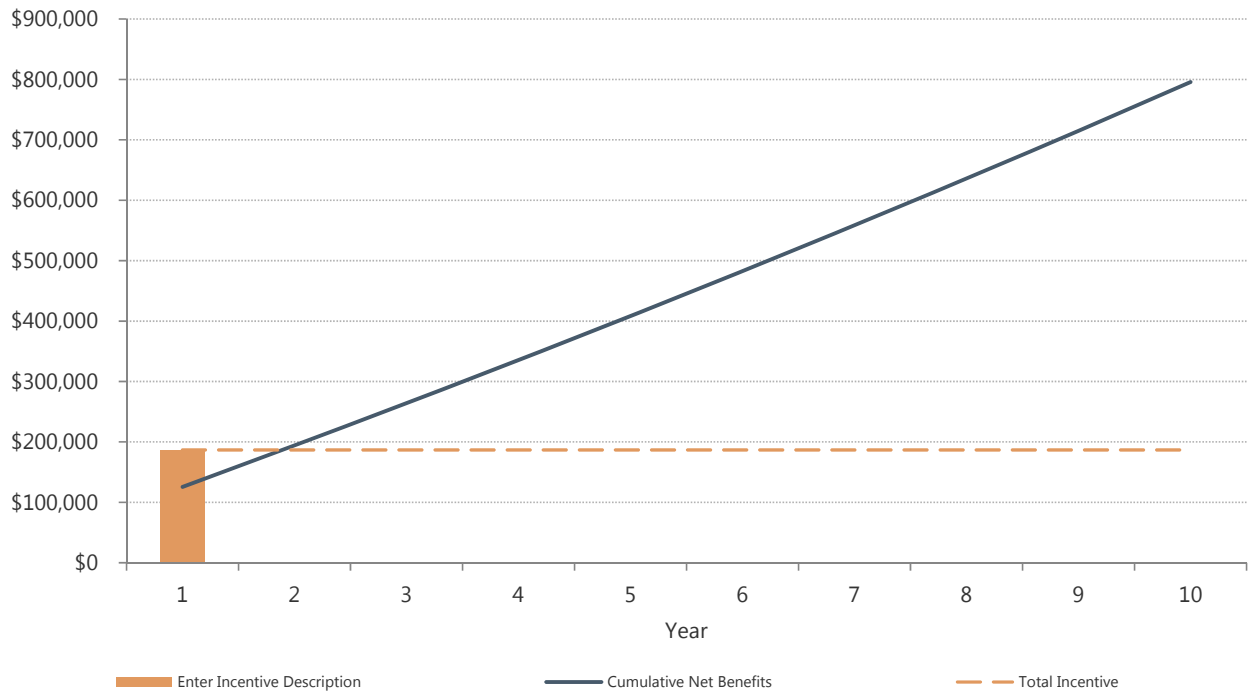
Table 15. Analysis of Incentives

Total Non-Tax Incentive	\$186,700
Rate of Return - 5 Years	43.7%
Payback period (years)	1.9

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)	1.6324	2.2573
Earnings Multiplier	(Type II Direct Effect)	1.3558	1.7073

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.

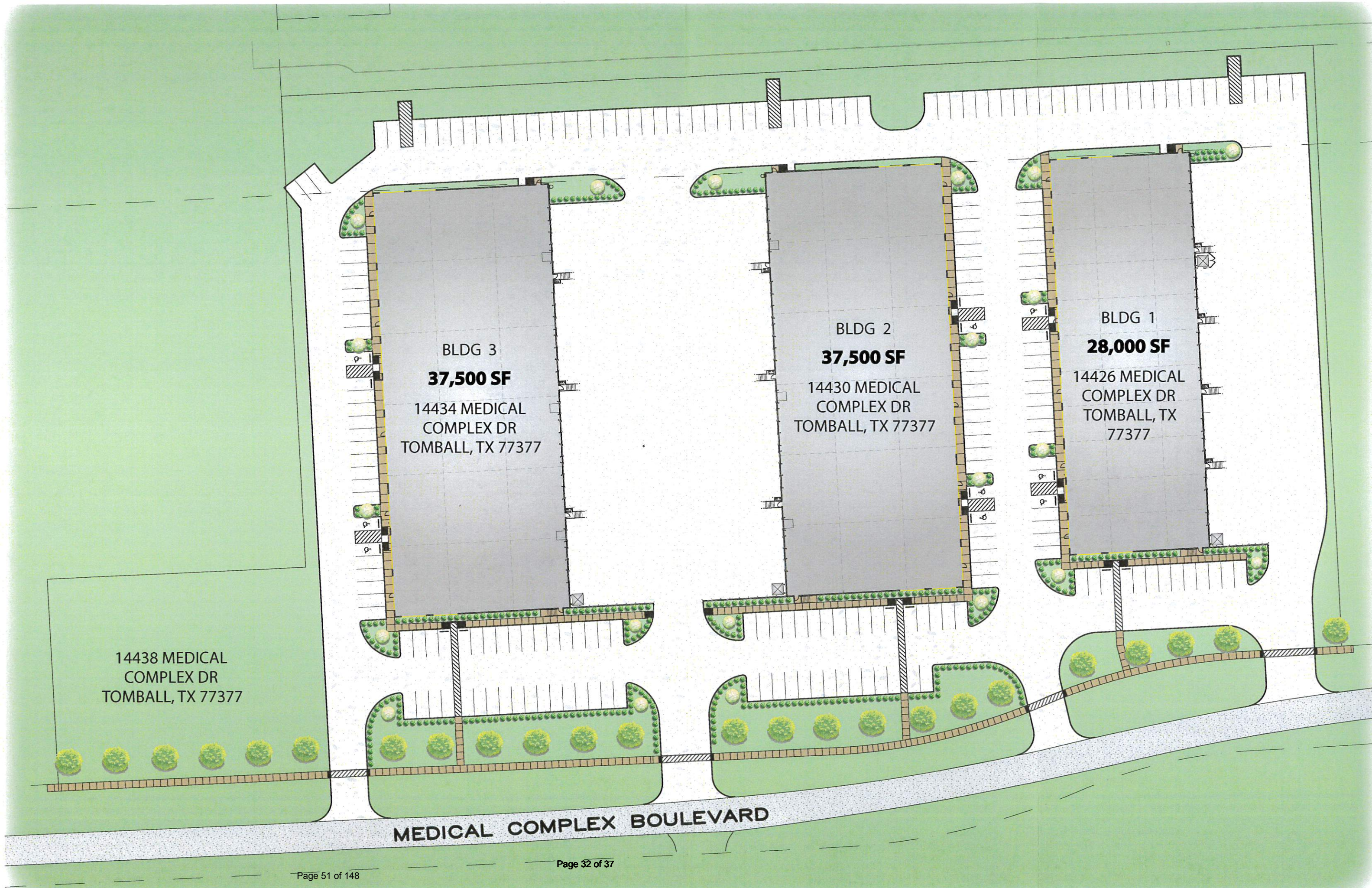
Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

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: June 18, 2018

Topic:

Approve, on Second Reading, Resolution No. 2018-16-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and The Neutral Nest, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 104 Commerce, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$6,300.00.

Background:

On May 15, 2018, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with The Neutral Nest for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approve Resolution No. 2018-16-TEDC on second reading.

Funding:

Yes

Account Number: Project Grants

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Resolution No. 2018-16-TEDC

TEDC Memo

Request Letter

Draft TEDC Performance Agreement

Economic Impact Analysis

RESOLUTION NO. 2018-16-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND THE NEUTRAL NEST 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 Six Thousand Three Hundred Dollars (\$6,300.00), found by the Board to be required or suitable to promote a new business development by The Neutral Nest; 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 Six Thousand Three Hundred Dollars (\$6,300.00), to The Neutral Nest in accordance with an economic development agreement by and between the TEDC and The Neutral Nest to promote and develop a new or expanded business enterprise, to be located at 104 Commerce, Tomball, Texas 77375.

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

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

PASSED AND APPROVED on first reading this 4th day of June, 2018.

PASSED, APPROVED, AND RESOLVED on second and final reading this 18th day of June, 2018.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette, Executive Director

MEETING DATE: June 4, 2018

SUBJECT: The Neutral Nest Performance Agreement

The Tomball EDC has received a request from Emily Lyszaz, Owner of The Neutral Nest, for funding assistance through the TEDC's Rental Incentive Program for a new retail home décor and furnishings store to be located at 104 Commerce Street.

The Neutral Nest was established in 2015 and has grown through online sales and vendor shows. According to Ms. Lyszaz's request letter, client interest has prompted her to move forward with the establishment of a retail store in downtown Tomball. The proposed location is an 1,800 square foot lease space that has been vacant for approximately 6 months. The owner plans to invest \$10,000-\$15,000 to upgrade the interior and exterior of the building with new paint and fixtures to give it a new neutral finish.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$2,100 for the first year and a rent reduction in years two and three. The proposed grant amount is \$6,300, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation.

Kelly Violette, CEcD, PCED, AICP

Executive Director
Tomball Economic Development Corporation

May 10, 2018

The Neutral Nest is a wholesaler of home décor and furnishings. The business was established in 2015 by Emily Lyszaz.

For the past 4 years we have grown to service all 50 states and Canada through online sales and participation at vendor shows. With the growth we have experienced we feel it is time to establish a retail store.

We feel that downtown Tomball is a good location because many of clients are always asking if we have a retail location and that our store will be a great addition to downtown. We found an 1,800 square foot vacant space at 104 Commerce Street and have been in lease negotiations with the owner. The lease term is 3 years and the monthly rental rate is \$2,100.00 per month.

We plan to upgrade the exterior of the building by removing the existing fence paneling and painting the building white with gray trim to give the building a nice new neutral finish. We will also install new light fixtures and a new sign. Interior wise we will paint and upgrade the overall look, so that when you enter the doors you feel invited and at home. Our total investment in the improvements is 10-15k just to get the space ready for business with additional improvements along the way.

We are requesting assistance from the Tomball EDC in order to help offset our costs and assist us in establishing our new retail location. Your consideration is greatly appreciated.

Sincerely,

Emily Lyszaz
The Neutral Nest



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

Business Owner Applicant Information

Name of Business: THE NEUTRAL NEST

Current Business Physical Address: 340 30822 Nichols Sawmill Rd.

City, State & Zip MAGNOLIA TX 77355

Mailing Address: 37012 High Chaparral

City, State & Zip MAGNOLIA TX 77355

Business Phone: 832 746 1574

Business Website: THE NEUTRAL NEST . COM

Business Owner Name: EMILY LYSZAR

Applicant's Name (if different): _____

Position /Title: OWNER

Phone and Email: 832 746 1574 EMILY.LYSZAR @ GMAIL

Nature of Business: HOME DECOR & FURNISHINGS

Legal Form of Business

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

Days and Hours of Operation

Days Open: 5

Hours Open: 8

Business Start/Opening Date July - 18

Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Emily Lyssa
Printed Name of Principal Owner

[Signature]
Signature

5/7/18
Date

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

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

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

FINANCIAL NEED DEMONSTRATION: Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

CASH FLOW OF COURSE IS KING, AS THE FUNDS
AVAILABLE ALLOW US TO STAY IN BUSINESS.

AS WELL AS THE OVERALL MONEY NEEDED TO
IMPROVE THE FACILITIES APPEARANCE

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

WE FIT THE STYLE OF MERCHANDISE THE
SHOPPERS WHO VISIT DOWNTOWN AREA EXPECT
TO FIND

Employees

Full Time Employees (40 hours per week): 2

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

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

No ☒ Yes ☐ (please explain)

Moving and Space Improvement Cost and Funding Information

Investment Data

Tenant Space Improvement (finish) \$ 5,000.
Landlord Space Improvement (finish) \$ 0
Equipment and Display \$ 2-4 K
Product Stock (for Opening) \$ 10,000.
Marketing (First Year) \$ 5,000.

Sources of Funding for Move/Expansion

Funds invested by owner \$ whatever it takes
Funds from other sources* \$ 0
Total estimated cost to move/expand \$ _____

* Source of Funding and Amounts Cash on Hand

New Lease Property Information

Address of space to be leased: 104 Commerce

Total amount of square feet to be leased and occupied: 1800. sq. ft

Term of lease (minimum 3 years): 3 years

Gross rental rate ~~\$ 1.00~~ per month \$ 1.10 per s.f.

Additional lease terms and other monthly charges: _____

Indicate any rate increases: _____



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

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

Property Address: 104 Commerce

Property Owner of Record: David D Mann

Mailing Address: PO Box 1581

City, State & Zip Brackettville TX 78832-1581

Phone: 830 563 5658 Email: _____

Name(s) of Authorized Signatories: _____

Name of Management Company: N/A - Greystone Real Estate

Name of Representative/Contact Person: Dawn Strauss

Management Company Address: 318 Main Street Ste G

City, State & Zip Spring Tx 77373

Phone: 832 797 9275 Email: dawn@2greystonere.com

Name of proposed business at site:
THE NUTRAC NEST

Name of business owner:
EMILY LYSZAK

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

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 1864

Term of lease: 3 years

Gross rental rate \$ ~~1400~~²¹⁰⁰ per month \$ 1 per s.f.

Additional lease terms and other monthly charges: N/A

Indicate any rate increases: _____

Is the subject space currently vacant? Yes ☒ No ☐

If yes, how long has the space been vacant? 6 months

Name of previous tenant: T. Smith Co.

Previous Rental Rate: \$ — Per Month \$ — Per Square Foot

CERTIFICATIONS

Are all real estate and personal property taxes due the City of Tomball paid in full?

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☐ N/A ☒

Are all City of Tomball water and sewer bills due paid in full?

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☐ N/A ☒

Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?

Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☐ N/A ☒

Are you involved in any litigation with the City of Tomball?

☐ YES (Please explain on supplemental sheet)

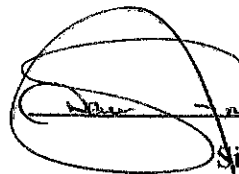
☒ NO

By signing below, the Landlord/Property Owner of record understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

David D Mann

Printed Name of Property Owner/Landlord


Signature

Representation for owner

7 May 2018

Date

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **The Neutral Nest** (the “Company”), 30822 Nichols Sawmill Road, Magnolia, TX 77355.

WITNESSETH:

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

WHEREAS, the Company proposes to lease an 1,800 square foot existing retail space located at 104 Commerce Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company, currently operates a wholesale and online business and proposes to expand its business operations by opening a home décor and furnishings store at the Property, and as part of the process, plans to expend funds to make improvements (the “Improvements”), generally described in Exhibit “B,” attached hereto and made a part hereof, as are necessary to an existing 1,800 square foot lease space; and

WHEREAS, the Company also proposes to create two (2) full-time jobs in Tomball in conjunction with the new location and improvements to the Property; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Six Thousand Three Hundred Dollars (\$6,300.00), to assist in the construction of the Improvements and the addition of the two (2) new employees 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

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

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at

the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Six Thousand Three Hundred Dollars (\$6,300.00), to fund a portion of the cost of the Improvements and the addition of the two (2) new employees on the Property. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (c) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) verification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) 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, (f) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full

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

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

6.

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

7.

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

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

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

If to Company: The Neutral Nest
37012 High Chaparral
Magnolia, TX 77355
Attn: Emily Lyszaz, Owner

8.

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

9.

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

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2018 (the "Effective Date").

THE NEUTRAL NEST

By: _____

Name: Emily Lyszaz

Title: Owner

ATTEST:

By: _____

Name: _____

Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by Emily Lyszaz, Owner of The Neutral Nest, 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 _____
2018, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"
Legal Description of Property

Legal Description: TRS 15 & 16A BLK 1 TOMBALL
Property Address: 104 COMMERCE ST, TOMBALL, TX 77375



Exhibit “B”
Improvements

Upgrade the exterior of the building by removing the existing fence paneling and painting the building white with gray trim. Install new light fixtures and a new sign. Buildout the interior space.

DRAFT

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF THE NEUTRAL NEST IN TOMBALL, TX

May 9, 2018

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

Proposed new home décor and furnishings retail location in an existing 1,800 sq.ft. lease space at 104 Commerce Street, Tomball, TX 77375.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 2.0 workers directly employed by the Project will earn approximately \$59,000 per year on average over the next 10 years. This direct activity will support 0.4 indirect and induced workers in the community earning \$111,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$1.6 million over the next 10 years.

On average, the Project will generate \$0.2 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$0.1 million in economic output per year as a result of the Project. In total, the Project will support \$0.3 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 \$4.4 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	2.0	0.4	2.4
Salaries to be paid to direct, indirect, and induced workers	\$1,184,322	\$442,580	\$1,626,902
Economic output generated by direct, indirect, and induced activity	\$1,870,395	\$749,093	\$2,619,488
Taxable sales and purchases expected in the City	\$4,417,286	\$10,622	\$4,427,908

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	0.1	0.0	0.1
Number of new residents in the City	0.3	0.0	0.3
Number of new residential properties to be built in the City	0.0	0.0	0.0
Number of new students expected to attend local school district	0.1	0.0	0.1

The Project is estimated to support an average of approximately \$0.1 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					Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Subtotal Nonresidential Property	
1	\$0	\$0	\$30,200	\$5,000	\$15,000	\$50,200	\$50,200
2	\$0	\$0	\$30,804	\$4,500	\$15,300	\$50,604	\$50,604
3	\$0	\$0	\$31,420	\$4,000	\$15,606	\$51,026	\$51,026
4	\$0	\$0	\$32,048	\$3,500	\$15,918	\$51,467	\$51,467
5	\$0	\$0	\$32,689	\$3,000	\$16,236	\$51,926	\$51,926
6	\$0	\$0	\$33,343	\$2,500	\$16,561	\$52,404	\$52,404
7	\$0	\$0	\$34,010	\$2,000	\$16,892	\$52,903	\$52,903
8	\$0	\$0	\$34,690	\$1,500	\$17,230	\$53,421	\$53,421
9	\$0	\$0	\$35,384	\$1,000	\$17,575	\$53,959	\$53,959
10	\$0	\$0	\$36,092	\$1,000	\$17,926	\$55,018	\$55,018

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 \$128,200 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.

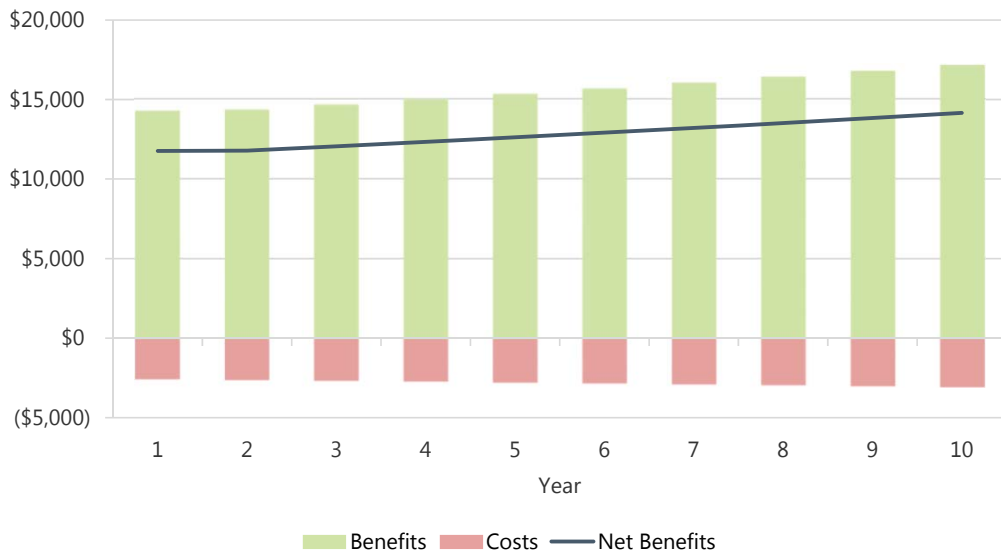
Table 4. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$88,558
Property Taxes - Project	\$2,830
Property Taxes - New Residential	\$0
Utility Revenue	\$23,346
Utility Franchise Fees	\$1,157
Building Permits and Fees	\$242
Hotel Occupancy Taxes	\$38,117
Miscellaneous Taxes & User Fees	\$1,507
<u>Subtotal Benefits</u>	<u>\$155,757</u>
Cost of Providing Municipal Services	(\$3,046)
Cost of Providing Utility Services	(\$24,514)
<u>Subtotal Costs</u>	<u>(\$27,560)</u>
Net Benefits	\$128,197
<i>Present Value (5% discount rate)</i>	<i>\$98,131</i>

Table 5. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$14,287	(\$2,517)	\$11,770	\$11,770
2	\$14,351	(\$2,567)	\$11,784	\$23,554
3	\$14,674	(\$2,619)	\$12,056	\$35,609
4	\$15,005	(\$2,671)	\$12,334	\$47,944
5	\$15,344	(\$2,724)	\$12,620	\$60,563
6	\$15,691	(\$2,779)	\$12,912	\$73,475
7	\$16,046	(\$2,834)	\$13,212	\$86,687
8	\$16,410	(\$2,891)	\$13,519	\$100,206
9	\$16,782	(\$2,949)	\$13,833	\$114,039
10	\$17,166	(\$3,008)	\$14,158	\$128,197
Total	\$155,757	(\$27,560)	\$128,197	

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 6: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$87,777	\$781	\$88,558
Real Property Taxes	\$1,790	\$0	\$1,790
FF&E Property Taxes	\$152	\$0	\$152
Inventory Property Taxes	\$889	\$0	\$889
New Residential Property Taxes	\$0	\$0	\$0
Utility Revenue	\$21,726	\$1,621	\$23,346
Utility Franchise Fees	\$1,051	\$106	\$1,157
Building Permits and Fees	\$242	\$0	\$242
Hotel Occupancy Taxes	\$38,117	\$0	\$38,117
Miscellaneous Taxes & User Fees	\$1,073	\$434	\$1,507
Subtotal Benefits	\$152,816	\$2,941	\$155,757
Cost of Providing Municipal Services	(\$2,168)	(\$878)	(\$3,046)
Cost of Providing Utility Services	(\$22,812)	(\$1,702)	(\$24,514)
Subtotal Costs	(\$24,980)	(\$2,580)	(\$27,560)
Net Benefits	\$127,836	\$362	\$128,197
<i>Percent of Total Net Benefits</i>	<i>99.7%</i>	<i>0.3%</i>	

Non-Tax Incentives

The Tomball EDC is considering the following non-tax incentives for the Project.

Table 11. Incentives Under Consideration

Year	Enter Incentive Description
1	\$6,300
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$6,300

These financial incentives may be considered an investment in the Project made by the EDC. 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.

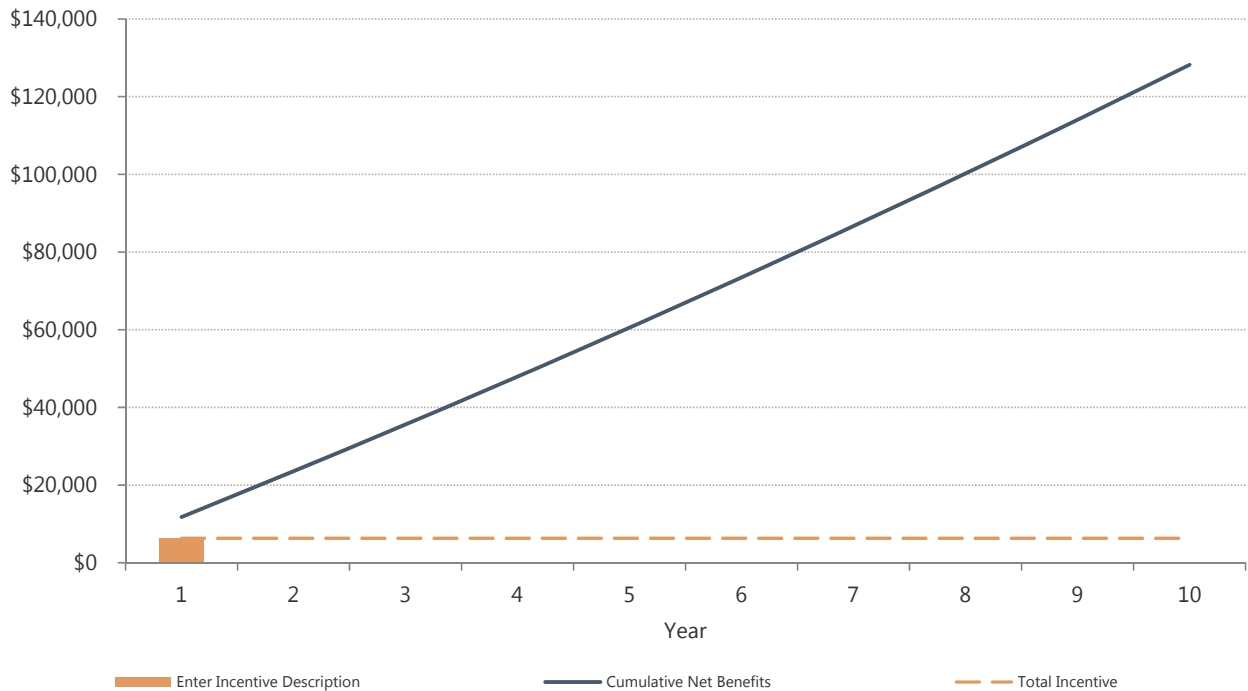
Table 12. Analysis of Incentives

Total Non-Tax Incentive	\$6,300
Rate of Return - 5 Years	192.3%
Payback period (years)	0.5

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:

452000 General merchandise stores		City	County
Employment Multiplier	(Type II Direct Effect)	1.1984	1.3944
Earnings Multiplier	(Type II Direct Effect)	1.3737	1.7429

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: June 18, 2018

Topic:

Approve Resolution No. 2018-17, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at which All Interested Parties Shall Have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (*Being a 0.6123 Acre Portion of Brown Road, (60.00 feet in width), According to a Deed Filed for Record in Volume 3194, Page 388 of the Harris County Deed Records and 3.0223 Acres of Land for Proposed Annexation Situated in the Joseph House Survey, A-34 in Harris County, Texas, Same Being Comprised of All of Lot 1 in Block 1 of Fourteen Six Hundred Business Park, a Subdivision in Said Harris County, Texas According to the Map or Plat Thereof Filed for Record under Film Code No. 680728 of the Harris County Map Records*) – [a Portion of Brown Road Right-of-Way and 14600 Brown Road]

Background:

Approval of Resolution No. 2018-17 will declare the City's intention to annex a portion of Brown Road Right-of-way, to create contiguity, and a 3.0223-acre tract located at 14600 Brown Road, located within the City's ETJ, and to schedule the required public hearings.

A copy of the annexation calendar is included for Council review.

Section 43.063 of the Local Government Code requires two public hearings on proposed annexations. The hearings must be conducted on or after the 40th day but before the 20th day before the date of the first reading of the ordinance (a 21-39 day timeframe). Due to publication date constraints and Council's meeting schedule, staff's recommendation is that the public hearings be held during the regular Council meeting on July 16, 2018 and at a special Council meeting on July 30, 2018, at 5:30 p.m.

If the recommended dates for the public hearings are acceptable, the first reading of the ordinance to annex the portion of Brown Road right-of-way and the property located at 14600 Brown Road will be presented at the regular Council meeting on Monday, August 20, 2018 and the second reading of the ordinance will be presented at the regular Council meeting on September 4, 2018. A single ordinance is sufficient.

Only the special meeting for the second public hearing on July 30 will be required.

Origination:

Russell McKee, PFG Companies

Recommendation:

Approve Resolution No. 2018-17

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Resoluton No. 2018-17

Proposed Annexation Calendar - Brown Road ROW and PFG Companies Property

Application for Annexation - PFG Companies

RESOLUTION NO. 2018-17

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (*BEING A 0.6123 ACRE PORTION OF BROWN ROAD, (60.00 FEET IN WIDTH), ACCORDING TO A DEED FILED FOR RECORD IN VOLUME 3194, PAGE 388 OF THE HARRIS COUNTY DEED RECORDS AND 3.0223 ACRES OF LAND FOR PROPOSED ANNEXATION SITUATED IN THE JOSEPH HOUSE SURVEY, A-34 IN HARRIS COUNTY, TEXAS, SAME BEING COMPRISED OF ALL OF LOT 1 IN BLOCK 1 OF FOURTEEN SIX HUNDRED BUSINESS PARK, A SUBDIVISION IN SAID HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD UNDER FILM CODE NO. 680728 OF THE HARRIS COUNTY MAP RECORDS*) – [A PORTION OF BROWN ROAD RIGHT-OF-WAY AND 14600 BROWN ROAD]

* * * * *

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

Section 1. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 2. The City Council of the City of Tomball hereby calls two public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. No suitable location is available for a public hearing to be held on the property proposed for annexation. The first public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, during a Regular Council Meeting at 6:00 o'clock (6:00 p.m.), on July 16, 2018. The second public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, during a Special Council Meeting at 5:00 o'clock (5:00 p.m.), on July 30, 2018.

The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than twenty (20) days nor more than forty (40) days subsequent to such public hearings.

Section 3. The City Secretary of the City of Tomball is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City of Tomball and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. The City Engineer is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE.

PASSED, APPROVED, AND RESOLVED this 18th day of June 2018.

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball

Exhibit "A" – Page 1



SURVEYING COMPANY

12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com
FIRM NO. 100334-00



All that certain tract or parcel containing 3.0223 acres of land for proposed annexation situated in the Joseph House Survey, A-34 in Harris County, Texas, same being comprised of all of Lot 1 in Block 1 of Fourteen Six Hundred Business Park, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 680728 of the Harris County Map Records and a 0.6123 acre portion of Brown Road, (60.00 feet in width), according to a deed filed for record in Volume 3194, Page 388 of the Harris County Deed Records, said 3.0223 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod (found) marking the intersection of the South line of that certain call 1.0000 acre tract of land out of Tract 22 in Park Place Estates (unrecorded) as described in a deed filed for record under Harris County Clerk's File No. N097400 with the East right-of-way line of Park Place Drive, (60.00 feet in width), same point marking the Northwest corner of said Lot 1 and the Northwest corner of the herein described 3.0223 acre tract of land;

THENCE N 88°01'12" E, a distance of 370.56 feet along the common line of said Tract 22 and said Lot 1 to a 5/8" iron rod with EIC cap (found) in the West line of that certain call 1.88 acre tract comprised of Tracts 10 and 11 in Park West, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. P885596 marking the Southeast corner of said 1.0000 acre tract of land, the Southeast corner of said Tract 22, the Northeast corner of said Lot 1 and the Northeast corner of the herein described 3.0223 acre tract of land;

THENCE S 01°59'31" E, along the common line of said Lot 1 and said 1.88 acre tract of land, passing at 245.90 feet a 5/8" iron rod with EIC cap (found) marking the Southeast corner of said Lot 1, and passing at 256.72 feet a 5/8" iron rod with EIC cap (found) in the North right-of-way line of said Brown Road marking the Northeast corner of said 0.6123 acre tract of land, the Southwest corner of said Tract 11 and the Southwest corner of said 1.88 acre tract of land, a total distance of 320.99 feet to a 5/8" iron rod with EIC cap (set) in the South right-of-way line of said Brown Road and the North line of Block 1 in the Replat of Spring Creek Estates, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 520108 of said Harris County Map Records marking the Southeast corner of said 0.6123 acre tract of land and the Southeast corner of the herein described 3.0223 acre tract of land, same point being in a curve to the right having a radius of 602.70 feet;

THENCE Southwesterly, along the South right-of-way line of said Brown Road, the South line of said 0.6123 acre tract of land and the North line of said Block 1, with said curve to the right through a central angle of 15°40'48", a chord bearing and distance of S 75°57'34" W, 164.43 feet, an arc distance of 164.94 feet to a 5/8" iron rod with EIC cap (set) marking a point of tangency;

THENCE S 83°45'54" W, a distance of 212.94 feet along the South right-of-way line of said Brown Road, the South line of said 0.6123 acre tract of land and the North line of said Block 1 to a 5/8" iron rod with EIC cap (set) in the North line of Tract 3 in Park Place estates South (unrecorded) as described in a deed filed for record under Harris County Clerk's File No. 20130602750 marking the Southwest corner of said 0.6123 acre tract of land and the Southwest corner of the herein described 3.0223 acre tract of land;

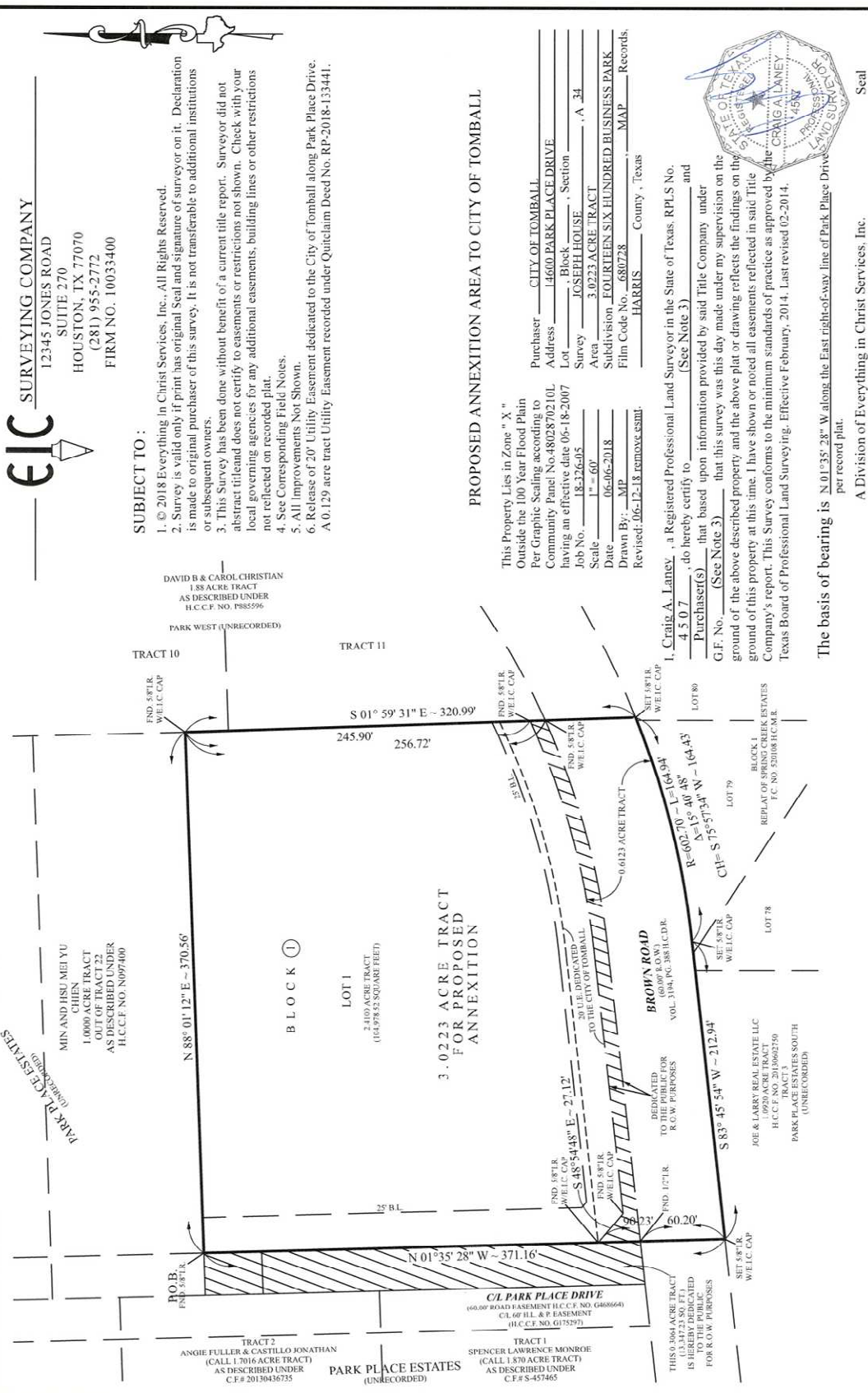
THENCE N 01°35'28" W, along the West line of said 0.6123 acre tract of land, passing at 60.20 feet a ½" iron rod (found) marking the intersection of the East right-of-way line of said Park Place Drive with the North right-of-way line of said Brown Road, and passing at 90.23 feet the Northwest corner of said 0.6123 acre tract of land and the Westerly-Southwest corner of said Lot 1, a total distance of 371.16 feet to the POINT OF BEGINNING and containing 3.0223 acres of land.

Surveyed on the ground June 6, 2018.

Job No. 18-326-05. (See corresponding plat)

The basis of bearing is N 01°35'28" W, along the East right-of-way line of Park Place Drive per record plat.

Land Boundary • Topographic Surveying
A Division of Everything in Christ Services, Inc.



PROPOSED ANNEXATION – McKee – PFG Companies

Council approves annexation request on 6/18/2018 by adopting Resolutions to annex Brown ROW and PFG property. Sets 7/16 and 7/30 (14 days apart) as dates for public hearings (regular Council meetings). Send to paper on 6/5 to run in paper on 6/27 (19 days' notice for 7/16 meeting) and again on 7/11 (19 days' notice for 7/30 meeting) – ONE Special Council meeting required.

Publish Dates & Public Hearing Dates – Complete Annexation on 9/4/2018	Publish Date	First Public Hearing at Regular Meeting	Publish Date	Second Public Hearing at SPECIAL Meeting	First Reading of Ordinance at Regular Meeting	Second Reading of Ordinance at Regular Meeting
Council approves annexation on 6/18 and sets dates for Public Hearings as 7/16 and 7/30:	6/27/2018	7/16/2018	7/11/2018	7/30/2018	8/20/2018	9/4/2018
1 st public hearing to 1 st reading is 35 days total; 77 days to complete annexation from resolution approval	19 days' notice to 7/16		19 days' notice to 7/30	14 days apart from 7/16 PH	21 days from 2 nd PH on 7/30; 35 days from 1 st PH on 7/16	
	To paper 6/19 to run on 6/27 and 7/11		Reminder to paper 7/4 to run 7/11			
(54 days from first publication notice to first reading/institution of proceedings)	(-54 days from 1 st publication to 1 st reading	(-35 days) to 1st reading		(-21 days) to 1st reading	(Day 0)	(+15 days) for completion of annexation

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **19 days' notice for each P.H.**

Public Hearings must be at least 10 business days apart (Sec. 43.0673) – 14 days apart

Public hearings – more than 20 days, less than 40 days between first public hearing and first reading of ordinance per LGC, Sec. 43.063(a):

NOTE: MUST have a minimum of **21 days** between the **second public hearing and the first reading of the ordinance.** – **21 days**

MUST have NO MORE than **40 days** between the first public hearing and the first reading of the ordinance.—**35 days**

(We will set public hearing dates between 21 and 39 days)

Annexation must be completed within 90 days of 1st reading of ordinance [*institution of proceedings*, LGC, Sec. 43.064] – **15 days after 1st reading**

City must give notice regarding intention to annex area 30 days before first public hearing to public and private entities – school districts, county, fire department, emergency services districts, utility companies [LGC, Sec. 43.062(b)] – **Requirement is not mandatory if we annex by request, but is policy.**

Resolution Nos. 2108-XX (Brown Road) and 2018-XX (McKee) on the 6/18/2018 agenda for Council to approve and to set public hearing dates and special Council meeting date.

New requirements under Sec. 43.0673 for Tier 2 Municipalities:

Sec. 43.0673. PUBLIC HEARINGS. (a) Requires the governing body of a municipality, before the municipality may adopt an ordinance annexing an area under this section, to conduct at least two public hearings.

(b) Requires that the hearings be conducted not less than 10 business days apart.

(c) Requires the governing body, during the first public hearing, to provide persons interested in the *annexation* area the opportunity to be heard. Authorizes the governing body, during the final public hearing, to adopt an ordinance annexing the area.

(d) Requires the municipality to post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for *annexation*. Requires that the notice for each hearing be published at least once on or after the 20th day but before the 10th day before the date of the hearing. Requires that the notice for each hearing be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and remain posted until the date of the hearing.

Annexation Request



The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

RUSSELL MCKEE
Name of Owner(s) (Type or Print)

Russell McKee 5/22/18
Owner's Signature Date

Rain Spivey 6/6/18
Received by City Secretary Date

Received by Community Development Department Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as: 17600 BROWN RD,
TOMBALL, TX 77377
(Insert legal description [metes and bounds] here or attach separately.)

hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:

0402700060023

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - ____ Yes X No. WILL BE CONTIGUOUS OF
3. Attached is proof of ownership of the property by the undersigned - X Yes ____ No. BROWN ROAD ANNEXATION


Full Legal Signature

RUSSELL MCKEE
Name (print)

HOUSTON PFG INC
Company Name (if applicable)

PO BOX 2003
Mailing Address (print)

CYPRESS, TX, 77410
City, State, Zip

713 539-8430
Phone Number

RUMCKEE@PFGCOMPANIES.COM
E-mail Address (print)

5/22/18
Date

Full Legal Signature

Name (print)

Company Name (if applicable)

Mailing Address (print)

City, State, Zip

Phone Number

E-mail Address (print)

Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) SEE OWNERS NAME

Name: _____

Company Name: _____

Mailing Address: _____
City/State/Zip

Phone Number: _____

E-mail Address: _____

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.

(Attach a list of additional property addresses, if necessary.)

- a. 14600 BROWN ROAD TOMBALL TX 77377 BLDGS "A", "B", "C"
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____

3. Nature of Existing Property:

Property Location: 14600 BROWN RD. Number of Acres: 2.7164

Existing Zoning: NONE

Is development in conformance with existing zoning districts?

Yes ___ No X Don't know

Current Assessed Valuation of Land: \$76,912

Improvements: _____

Total: _____

____ Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential (existing)**

☒ Check here if there are no residential structures on the property.

No. of Units _____
No. of Lots _____ or Acres _____
Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____

b.) **Office and Commercial (existing)**

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) 19,900
Structure BLDG "A" - 10,000.00 BLDG "B" 9,900
Exterior Site Improvements _____
Total Site Coverage _____

c.) **Institutional (existing)**

☒ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

d.) **Industrial (existing)**

☒ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

4. **Anticipated Development**

a.) **Platting Status** (Please check the applicable box below)

_____ A plat pertaining to this property has been submitted to the Community Development Department for review

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

_____ A plat will not be submitted within the next 6 months

b.) **Zoning Status** - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

☒ If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

Will zoning changes be required and requested in the future to accommodate anticipated development?

☒ Yes

If yes, please describe: ALL acres of 2.7164

☐ No

c.) Residential (anticipated)

☒ Check here if no residential structures are anticipated on the proposed property.

No. of Units _____

Value of Units _____

No. of Lots or Acres _____

Total Estimated Value _____

Single-Family _____

Duplexes _____

Four-Plex _____

Patio Homes _____

Townhouses _____

Apartments _____

Total _____

d.) Office and Commercial (anticipated)

☐ Check here if no office and/or commercial structures are anticipated on the proposed property.

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

e.) Institutional (anticipated)

☒ Check here if no institutional structures are anticipated on the proposed property.

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

f.) Industrial (anticipated) POSSIBLY LIGHT INDUSTRIAL

☒ Check here if no industrial structures are anticipated on the proposed property.

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

Estimated Number of Employees _____

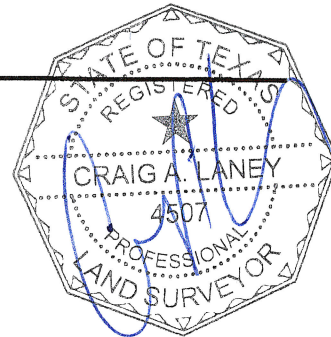
g.) Staging of Anticipated Development (In %)

	Current						
	Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential							
Office / Commercial	66%	34%					
Institutional							
Industrial							

↓
POSSIBLY
LIGHT INDUSTRIAL

12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com

FIRM NO. 100334-00



All that certain tract or parcel containing 3.0223 acres of land for proposed annexation situated in the Joseph House Survey, A-34 in Harris County, Texas, same being comprised of all of Lot 1 in Block 1 of Fourteen Six Hundred Business Park, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 680728 of the Harris County Map Records and a 0.6123 acre portion of Brown Road, (60.00 feet in width), according to a deed filed for record in Volume 3194, Page 388 of the Harris County Deed Records, said 3.0223 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod (found) marking the intersection of the South line of that certain call 1.0000 acre tract of land out of Tract 22 in Park Place Estates (unrecorded) as described in a deed filed for record under Harris County Clerk's File No. N097400 with the East right-of-way line of Park Place Drive, (60.00 feet in width), same point marking the Northwest corner of said Lot 1 and the Northwest corner of the herein described 3.0223 acre tract of land;

THENCE N 88°01'12" E, a distance of 370.56 feet along the common line of said Tract 22 and said Lot 1 to a 5/8" iron rod with EIC cap (found) in the West line of that certain call 1.88 acre tract comprised of Tracts 10 and 11 in Park West, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. P885596 marking the Southeast corner of said 1.0000 acre tract of land, the Southeast corner of said Tract 22, the Northeast corner of said Lot 1 and the Northeast corner of the herein described 3.0223 acre tract of land;

THENCE S 01°59'31" E, along the common line of said Lot 1 and said 1.88 acre tract of land, passing at 245.90 feet a 5/8" iron rod with EIC cap (found) marking the Southeast corner of said Lot 1, and passing at 256.72 feet a 5/8" iron rod with EIC cap (found) in the North right-of-way line of said Brown Road marking the Northeast corner of said 0.6123 acre tract of land, the Southwest corner of said Tract 11 and the Southwest corner of said 1.88 acre tract of land, a total distance of 320.99 feet to a 5/8" iron rod with EIC cap (set) in the South right-of-way line of said Brown Road and the North line of Block 1 in the Replat of Spring Creek Estates, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 520108 of said Harris County Map Records marking the Southeast corner of said 0.6123 acre tract of land and the Southeast corner of the herein described 3.0223 acre tract of land, same point being in a curve to the right having a radius of 602.70 feet;

THENCE Southwesterly, along the South right-of-way line of said Brown Road, the South line of said 0.6123 acre tract of land and the North line of said Block 1, with said curve to the right through a central angle of 15°40'48", a chord bearing and distance of S 75°57'34" W, 164.43 feet, an arc distance of 164.94 feet to a 5/8" iron rod with EIC cap (set) marking a point of tangency;

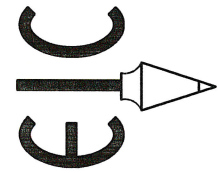
THENCE S 83°45'54" W, a distance of 212.94 feet along the South right-of-way line of said Brown Road, the South line of said 0.6123 acre tract of land and the North line of said Block 1 to a 5/8" iron rod with EIC cap (set) in the North line of Tract 3 in Park Place estates South (unrecorded) as described in a deed filed for record under Harris County Clerk's File No. 20130602750 marking the Southwest corner of said 0.6123 acre tract of land and the Southwest corner of the herein described 3.0223 acre tract of land;

THENCE N 01°35'28" W, along the West line of said 0.6123 acre tract of land, passing at 60.20 feet a ½" iron rod (found) marking the intersection of the East right-of-way line of said Park Place Drive with the North right-of-way line of said Brown Road, and passing at 90.23 feet the Northwest corner of said 0.6123 acre tract of land and the Westerly-Southwest corner of said Lot 1, a total distance of 371.16 feet to the POINT OF BEGINNING and containing 3.0223 acres of land.

Surveyed on the ground June 6, 2018.

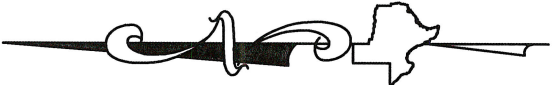
Job No. 18-326-05. (See corresponding plat)

The basis of bearing is N 01°35'28" W, along the East right-of-way line of Park Place Drive per record plat.



SURVEYING COMPANY

12345 JONES ROAD
SUITE 270
HOUSTON, TX 77070
(281) 955-2772
FIRM NO. 10033400



SUBJECT TO :

1. © 2018 Everything In Christ Services, Inc., All Rights Reserved.
2. Survey is valid only if print has original Seal and signature of surveyor on it. Declaration is made to original purchaser of this survey. It is not transferable to additional institutions or subsequent owners.
3. This Survey has been done without benefit of a current title report. Surveyor did not abstract titleand does not certify to easements or restrictions not shown. Check with your local governing agencies for any additional easements, building lines or other restrictions not reflected on recorded plat.
4. See Corresponding Field Notes.
5. All Improvements Not Shown.
6. Release of 20' Utility Easement dedicated to the City of Tomball along Park Place Drive. A 0.129 acre tract Utility Easement recorded under Quitclaim Deed No. RP-2018-133441.

PROPOSED ANNEXITION AREA TO CITY OF TOMBALL

This Property Lies in Zone " X " Outside the 100 Year Flood Plain
Per Graphic Scaling according to Community Panel No.4802870210L having an effective date 06-18-2007
Job No. 18-326-05
Scale 1" = 60'
Date 06-06-2018
Drawn By: MP
Revised: 06-12-18 remove esmt.

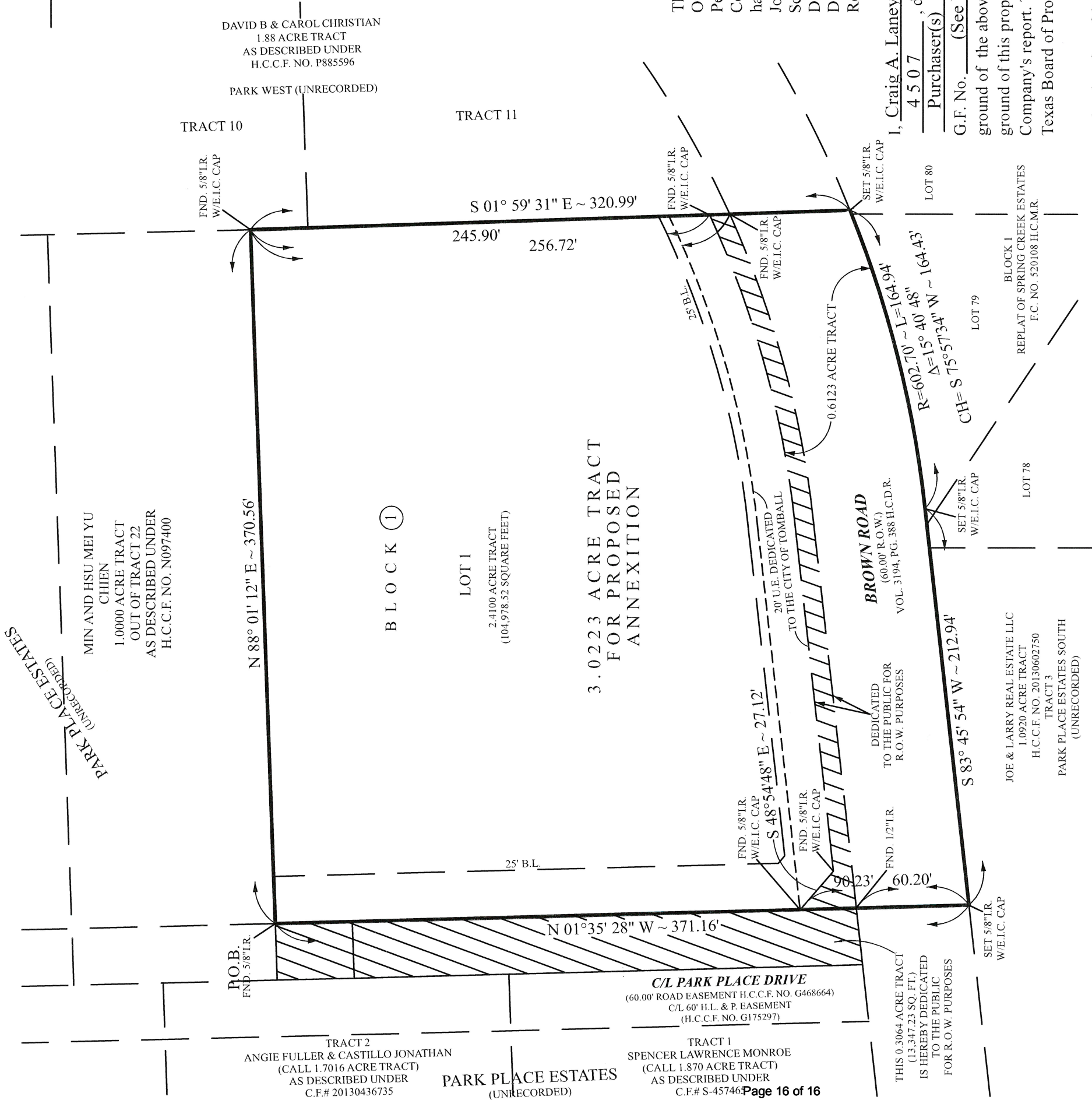
Purchaser CITY OF TOMBALL
Address 14600 PARK PLACE DRIVE
Lot , Block , Section
Survey JOSEPH HOUSE , A 34
Area 3.0223 ACRE TRACT
Subdivision FOURTEEN SIX HUNDRED BUSINESS PARK
Film Code No. 680728 , MAP Records,
HARRIS County , Texas

I, Craig A. Laney , a Registered Professional Land Surveyor in the State of Texas, RPLS No. 4507 , do hereby certify to (See Note 3) and Purchaser(s) that based upon information provided by said Title Company under G.F. No. (See Note 3) that this survey was this day made under my supervision on the ground of the above described property and the above plat or drawing reflects the findings on the ground of this property at this time. I have shown or noted all easements reflected in said Title Company's report. This Survey conforms to the minimum standards of practice as approved by the Texas Board of Professional Land Surveying. Effective February, 2014. Last revised 02-2014.

The basis of bearing is N 01°35' 28" W along the East right-of-way line of Park Place Drive per record plat.

A Division of Everything in Christ Services, Inc.

Seal



Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 18, 2018

Topic:

Reappoint/Appoint Members to the Planning and Zoning Commission, Positions 1 and 3, for New Terms Expiring June 1, 2021

Background:

The Planning and Zoning Commission consists of five regular members with staggered three year terms. Barbara Tague's position (Position 1) and Dane Dunagin's position (Position 3) expired on June 1, 2018 and they have both requested to be reappointed. Ms. Susan Harris also applied for a position on the Board and City Council may consider her appointment to one of the open positions.

Origination:

Mayor Gretchen Fagan

Recommendation:

N/A

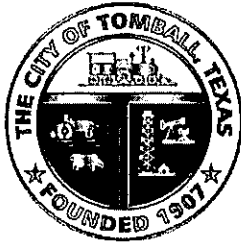
Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, P.E., Community Development Director

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

ATTACHMENTS:

Susan Harris - 2017 Application



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2014 will expire in 2016.

Please Type of Print Clearly:

Name: Susan Harris

Address: [REDACTED]

City/State/Zip Tomball Texas 77355

Email: [REDACTED]

Date: 5/16/07

Cell Phone: 832 704-0911

(Home) Phone: 281 401 7580

(Work) Cell: _____

I have lived in Tomball 4 years.

I am X am not ___ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: RN at Tomball Regional Medical Center
Director Rehab, Bariatric Coordinator, community
Care Champion

Professional and/or Community Activities: Please see Attached CV

Additional Pertinent Information/References:

Barbara Tagore
Dr. Brian Johnson
Alan Pletcher references

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☒ Planning & Zoning Commission
() Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- () Tomball Economic Development Corporation

() Tomball Regional Health Foundation

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- () Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

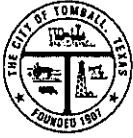
As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Mr. Harris
Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☒ I **DO** elect public access to my: (please indicate items you would like available, if any)

☐ ~~home address~~

☐ ~~home telephone number~~

☐ ~~personal email address~~

☒ cell or pager numbers not paid for by the City

☒ emergency contact information

☐ ~~information that reveals whether I have family members.~~

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Jana Harris
Board Member's Signature

5/16/17
Date

Susan Harris
Board Member's Printed Name

Susan Harris RN, BSN, MBA

Tomball, Texas 77375
Cell: 832-704-0911

Professional Summary

A dedicated hospital nurse with many years of experience, who still provides compassionate leadership in a large community hospital, while charged with managing hospital personnel, admissions, and maintaining the highest quality of care for our patients. A nurse who is committed to continuous staff development and education. A leader who understands the importance setting the proper tone for all our staff and our physicians.

Education

Masters of Business Administration – Magna cum Laude
Jones International University
Colorado Springs, CO, USA

Bachelor of Nursing (BSN)–cum Laude
University of Texas 2011
Arlington, Texas, U.S.A.

Associate Degree in Nursing (ADN)
Felician College 1980
Lodi, New Jersey, U.S.A.

Professional Experience

Director of Rehab- April 2016- present.

Director of Nursing on a Rehab unit. Plans, directs, and administers services to develop and maintain efficient and safe care for the patient. Responsible for budgets, equipment, interdepartmental interaction, staffing, training and public relations/marketing. Responsible to assure that staff is committed to and implement the Community Cares initiatives for patient, staff and physician satisfaction. Collaborates with Rehab Program Director and Medical Director to coordinate nursing care with therapy care.

Community Cares Champion- June 2016- present.

Actively educating and working with staff to increase HCAHPS scores and ensure that the patient experience outstanding whether they are a visitor, family of a patient, or the patient themselves.

Bariatric Coordinator- February 2015- present

Developing a new service line from the ground up, including policies, certifications, and education for staff. Developing seminars, and support groups for patients before and after surgery. Working closely with marketing to reach out to the community on the new Bariatric Service line.

Occupational Health Nurse- April 2015- July 2015

Worked as an interim occupational health nurse giving TB tests and vaccines, screening new employees, monitoring employees that are injured on the job or on workman's compensation, and doing drug screens.

Lead Hospital Supervisor- March 2013- 2016

Tomball Regional Medical Center

Manager of the Hospital Supervisors, and the Hospital Float Pool. Developing and expanding the Nursing Float Pool. Educating and insuring credentials and licensure of the float pool and Hospital Supervisors. Insuring the highest quality of performance of the float pool and hospital supervisor staff. Maintaining adequate staff on the nursing units, while decreasing the usage of agency nurses.

Hospital Supervisor- April 2007 – March 2013

Tomball Regional Medical Center – Tomball, Texas

Provided skilled supervision of the day to day operations of the hospital according to the policies and guidelines set by the hospital administration. Monitoring nursing and support departments to maintain the highest quality of care for our patients and that the needs of the hospital were met.

Day Surgery Staff Nurse- January 2005 to May 2007

Northeast Medical Center Hospital- Humble, Texas

Worked in day surgery evaluating patients prior to surgery, preparing them for surgery that day and recovering them until they are discharged.

Hospital Supervisor- February 1983 to January 2005

Northeast Medical Center Hospital- Humble Texas

Provided administrative and clinical leadership to the nursing and support departments of the hospital.

Staff Nurse- May 1980 to February 1983

Northwest Medical Center Hospital- Houston, Texas

Staff RN working in Labor and Delivery for one year then transferring to a surgical floor for the next two.

Leadership

Development/Service

2017- Voted One of the Houston Chronicle's Top 150 Nurses in the Houston Area

**2015- Clinical Director of the year
Tomball Regional Medical Center**

Member

American Rehab nurses Association 2016- present
Texas Nursing Association 2015- present
American Nurses Association 2015- present
Tomball Professional Business Women's Club- 2015- present

Certification/Training

- NIMS emergency management training 2012 (CMOC)
(Catastrophic Medical Operations Center)
- BLS Certified 2017
- ACLS certified 2017
- PALS certified 2016
- TNCC certified 2014

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 18, 2018

Topic:

Consideration To Approve **Zoning Case P18-072**: Request By Rene Rodriguez Of LJA Engineering, Inc., On Behalf Of Tomball 39 Partners, LLP, To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Rezoning Approximately 3 Acres Of Land From The Commercial District And Approximately 36 Acres From The Agricultural District To The Single-Family 6 District. The Lots Are Legally Described As Tracts 198, 202 & 206 Tomball Outlots And Tracts 4L 21 & 22 Of The C.N. Pillot Survey, Abstract 632 And Are Generally Located On The South Side Of Theis Lane, West Of Pine Meadows Subdivision And The North Side Of Holderrieth Road, West Of South Cherry Street Within The City Of Tomball, Texas.

- Conduct Public Hearing On **Zoning Case P18-072**
- Adopt, on First Reading, Ordinance No. 2018-20, 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 36 Acres of Land Zoned Agricultural and Approximately 3 Acres of Land Zoned Commercial to the Single-Family 6 District. The Property is Legally Described Tracts 198, 202 & 206 Tomball Outlots and Tracts 4L 21 & 22 Of The C.N. Pillot Survey, Abstract 632, within the City Of Tomball, Harris County, Texas; Said Property Being Generally Located on the South Side of Theis Lane West of Pine Meadows Subdivision and the North Side of Holderrieth Road, West of South Cherry Street; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters.

Background:

On Monday June 11, 2018, after conducting a public hearing, the Planning and Zoning Commission recommended approval of the rezoning request with a 5-0 vote.

Origination:

Rene Rodriguez, LJA Engineering

Recommendation:

Adopt Ordinance No. 2018-20 on First Reading

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

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

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

ATTACHMENTS:

Ordinance No. 2018-20
Notice of Public Hearing
Property Owner Notification
Staff Report

ORDINANCE NO. 2018-20

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 36 ACRES OF LAND ZONED AGRICULTURAL AND APPROXIMATELY 3 ACRES OF LAND ZONED COMMERCIAL TO THE SINGLE-FAMILY 6 DISTRICT. THE PROPERTY IS LEGALLY DESCRIBED TRACTS 198, 202 & 206 TOMBALL OUTLOTS AND TRACTS 4L 21 & 22 OF THE C.N. PILLOT SURVEY, ABSTRACT 632, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; SAID PROPERTY BEING GENERALLY LOCATED ON THE SOUTH SIDE OF THEIS LANE WEST OF PINE MEADOWS SUBDIVISION AND THE NORTH SIDE OF HOLDERRIETH ROAD, WEST OF SOUTH CHERRY STREET; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Rene Rodriguez, of LJA Engineering, Inc., has requested that approximately 36 acres of land zoned Agricultural and approximately 3 acres of land zoned Commercial, legally described as Tracts 198, 202 & 206 Tomball Outlots and Tracts 4L 21 & 22 of the C.N. Pillot Survey, Abstract 632, generally located on the south side of Theis Lane, west of Pine Meadows Subdivision and the north side of Holderrieth Road, west of South Cherry Street, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Single-Family 6 District; and

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Agricultural District and Commercial District to the Single-Family 6 District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Single-Family 6 District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Single-Family 6 District as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF JUNE 2018.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN 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 2ND DAY OF JULY 2018.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JUNE 11, 2018
&
CITY COUNCIL
JUNE 18, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 11, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, June 18, 2018, 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 P18-072: Request by Rene Rodriguez of LJA Engineering, Inc., on behalf of Tomball 39 Partners, LLP, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 3 acres of land from the Commercial District and approximately 36 acres from the Agricultural District to the Single-Family 6 District. The lots are legally described as Tracts 198, 202 & 206 Tomball Outlots and Tracts 4L 21 & 22 of the C.N. Pillot Survey, Abstract 632 and are generally located on the south side of Theis Lane, west of Pine Meadows Subdivision and the north side of Holderrieth Road, west of South Cherry Street within the City of Tomball, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

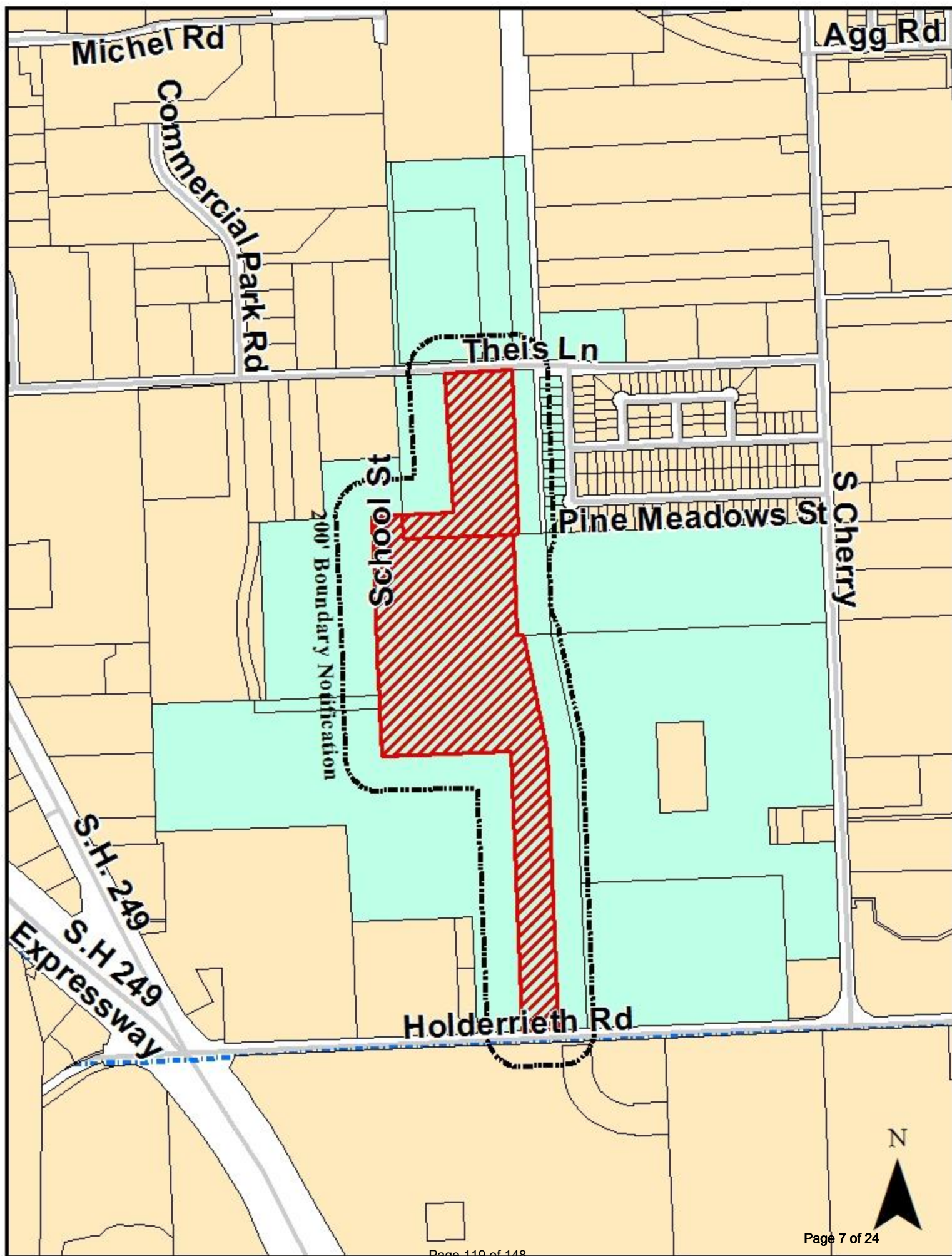
C E R T I F I C A T I O N

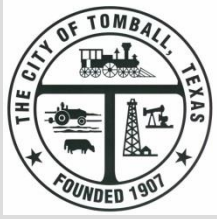
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **7th** day of **June 2018** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Elizabeth Jones

Elizabeth Jones
Administrative Assistant

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.





Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: June 11, 2018

City Council Public Hearing Date: June 18, 2018

Rezoning Case: P18-072

Property Owner(s): Tomball 39 Partners LLP

Applicant(s): Rene Rodriguez of LJA Engineering, Inc.

Legal Description: Tracts 198, 202 & 206 Tomball Outlots and Tracts 4L 21 & 22 of the C.N. Pillot Survey, Abstract 632

Location: South side of Theis Lane, west of Pine Meadows Subdivision and the north side of Holderrieth Road, west of South Cherry Street (Exhibit "A")

Area: Approximately 39 acres

Comp Plan Designation: Medium Density Residential and Employment/Office (Exhibit "B")

Present Zoning and Use: Commercial District (3 acres) and Agricultural District (36 acres) (Exhibit "C") / Undeveloped land (Exhibit "D")

Request: Rezone approximately 3 acres of land from the Commercial District and approximately 36 acres from the Agricultural District to the Single-Family 6 District

Adjacent Zoning & Land Uses:

North: Agricultural District / Rural residential and undeveloped land

South: Outside City Limits / Rural residential and undeveloped land

West: Agricultural District / Undeveloped land

East: Agricultural, General Retail, Commercial and Single-Family 6 / M121 West Drainage Ditch, Single-family residential subdivision (Pine Meadows), undeveloped land

BACKGROUND

In April 2018, City Staff meet with representatives of the applicant to discuss the development of a single-family residential subdivision.

In June 2017, a rezoning request for Single-Family 6 District at the subject site, along with an additional 63 acres, was approved on First Reading; however, the applicant withdrew the application before the Second Reading.

ANALYSIS

The subject site is approximately 39 acres, most of which is zoned Agricultural with a small portion at the southern end on Holderrieth Road zoned Commercial. A majority of the surrounding property in the area is undeveloped. On the north side of Theis Lane, there are multiple commercial businesses and two large lot residences. The east side of the subject area is separated from Pine Meadows subdivision and undeveloped land by a City drainage ditch, M121 West. Property south of the subject site is outside of the City Limits and mostly undeveloped. West of the subject site is also undeveloped.

There are multiple zoning districts in the area including Agricultural, Commercial and Light Industrial on the north side of Theis Lane; Agricultural and Commercial to the west; Agricultural, General Retail, Commercial and Single-Family 6 to the east; property to the south is outside of the City Limits.

The Future Land Use Map designates most of the property as Medium Density Residential which typically includes lots ranging from 6,000 to 20,000 square feet, according to the City Comprehensive Plan. A small portion at the southern end of the subject site is designated Employment/Office.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.

The uses that are permitted in the Single-Family 6 Zoning District appear to be appropriate with the immediate area. There is a similar residential development in the area as well as multiple commercial uses. The proposed subdivision will create a balance between employment and residential land uses in the area and the City as a whole.

B. Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.

Adequate utilities are available to serve this property and the existing arterial streets adjacent to the property can accommodate traffic generated by a Single-Family 6 District development. A traffic impact analysis will be required at the time of development which will determine if offsite traffic enhancements are needed for the adjacent roadways. School Street, a collector road, will extend along the west side of the development and run north/south.

Tomball ISD has been notified of the proposed neighborhood and is able to accommodate the anticipated influx of students.

- C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.**

There is very little vacant property in the City that is zoned Single-Family 6. There does not appear to be any special circumstances which may make a substantial part of any vacant land unavailable for development.

- D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.**

The most recent development in the Single-Family 6 District is Pine Meadows, which was completed in 2015. As mentioned, there is not a lot of available land of this size zoned Single-Family 6.

- E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.**

City Staff does not anticipate any adverse impacts on other areas designated for similar development.

- F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.**

Generally, the proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

- G. Whether the request is consistent with the Comprehensive Plan.**

The Future Land Use Map designates a majority of the property Medium Density Residential, which is intended for lots ranging from 6,000 to 20,000 square feet. The Comprehensive Plan also outlines goals for the need for “a wide variety of housing products” and “higher density residential development adjacent to or in close proximity to high capacity roadways and multimodal facilities”. The development will also be located across the street from Theis Attaway Nature Center, which will encourage pedestrian linkages to public facilities, another goal of the Comprehensive Plan. The request appears to meet the goals of the Comprehensive Plan.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on May 24, 2018. The Notice of Public Hearing was published in the paper and a sign was placed on the property on May 30, 2018. 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 P18-072 for the following reasons:

1. The request will meet the goals of City’s Comprehensive Plan;

2. The request is generally in conformance with the Future Land Use Map;
3. The request is generally appropriate with the surrounding land uses;
4. The request is generally appropriate with the surrounding zoning districts.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photos
- E. Application

Exhibit "A"
Aerial Photo

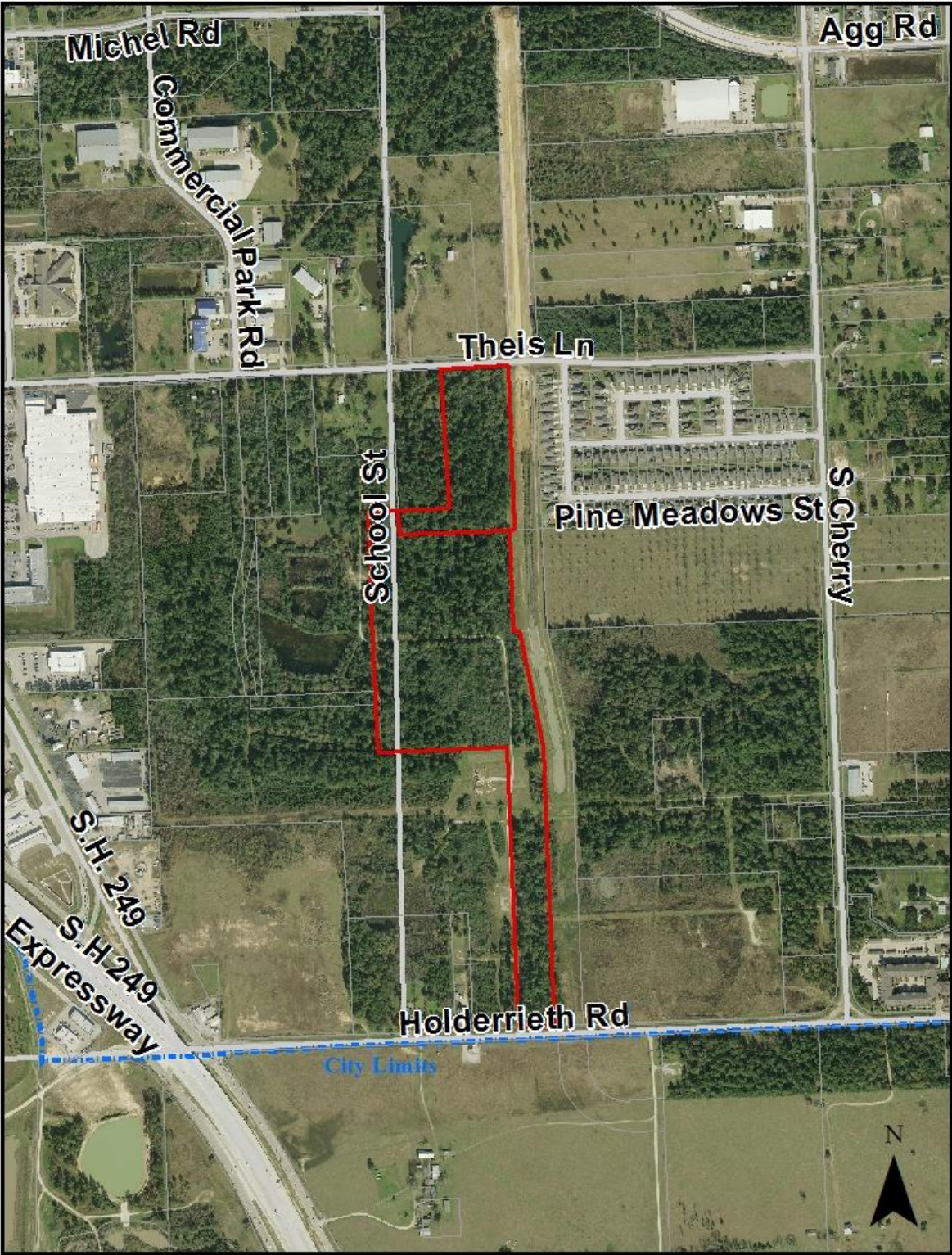


Exhibit "B"
Comprehensive Plan

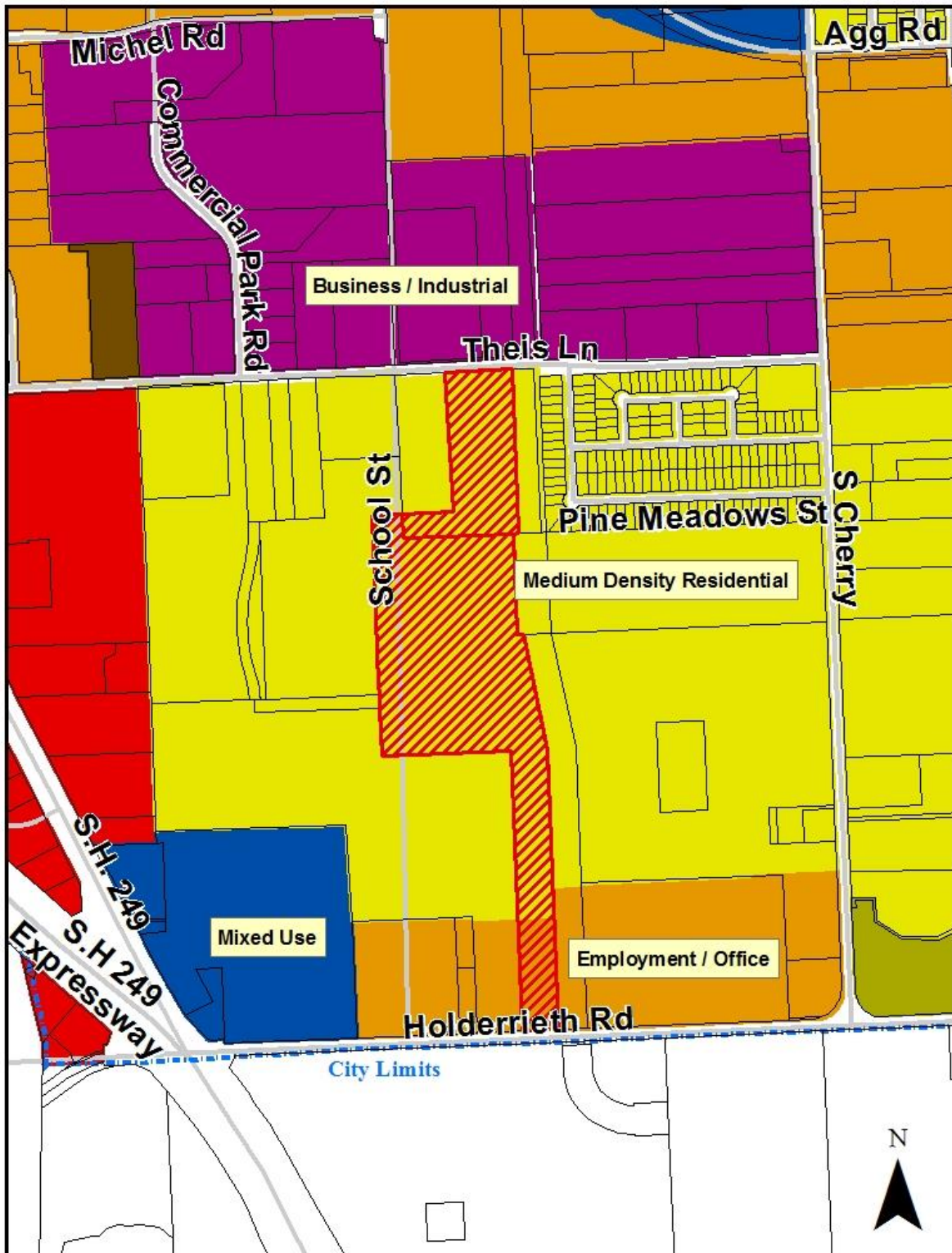
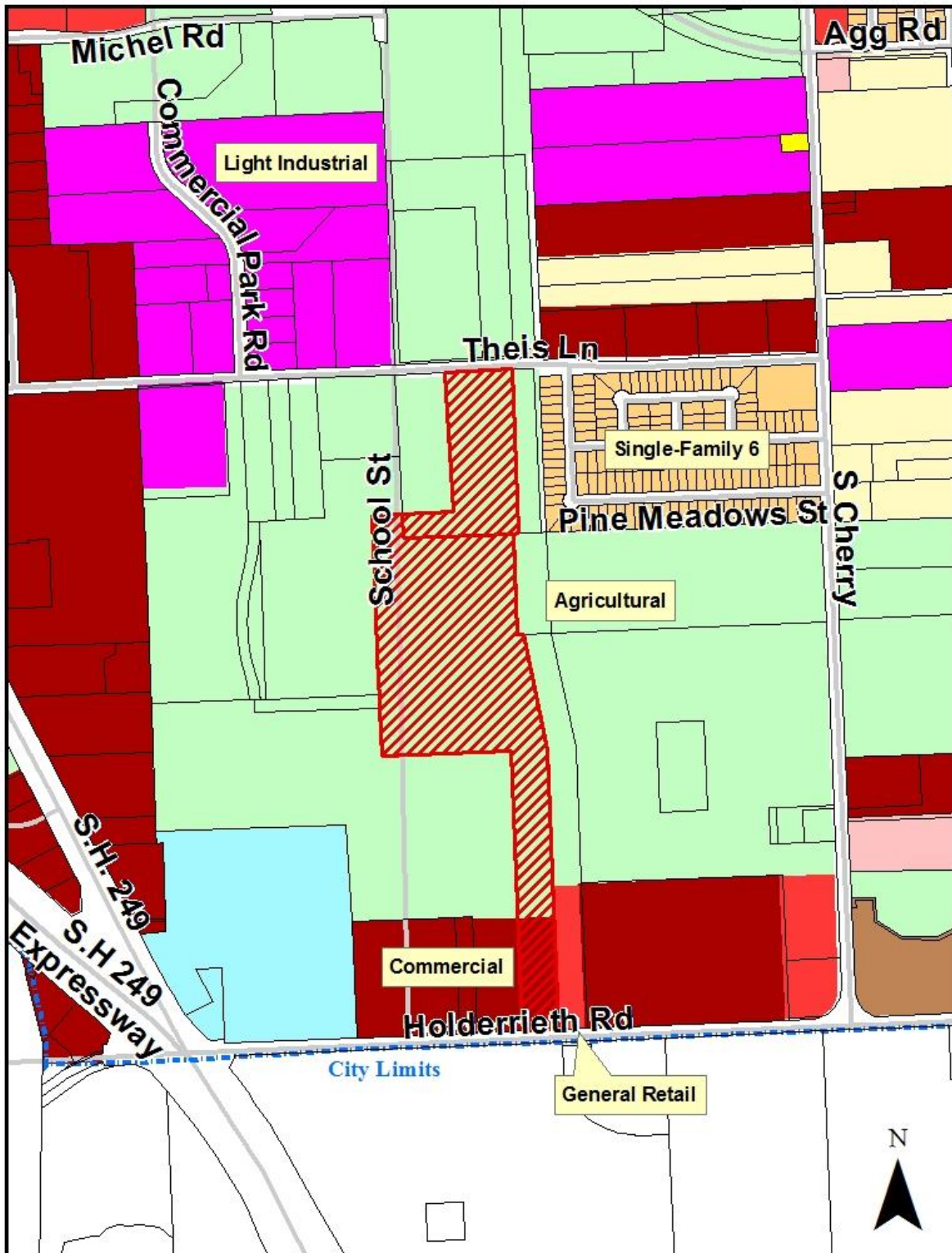


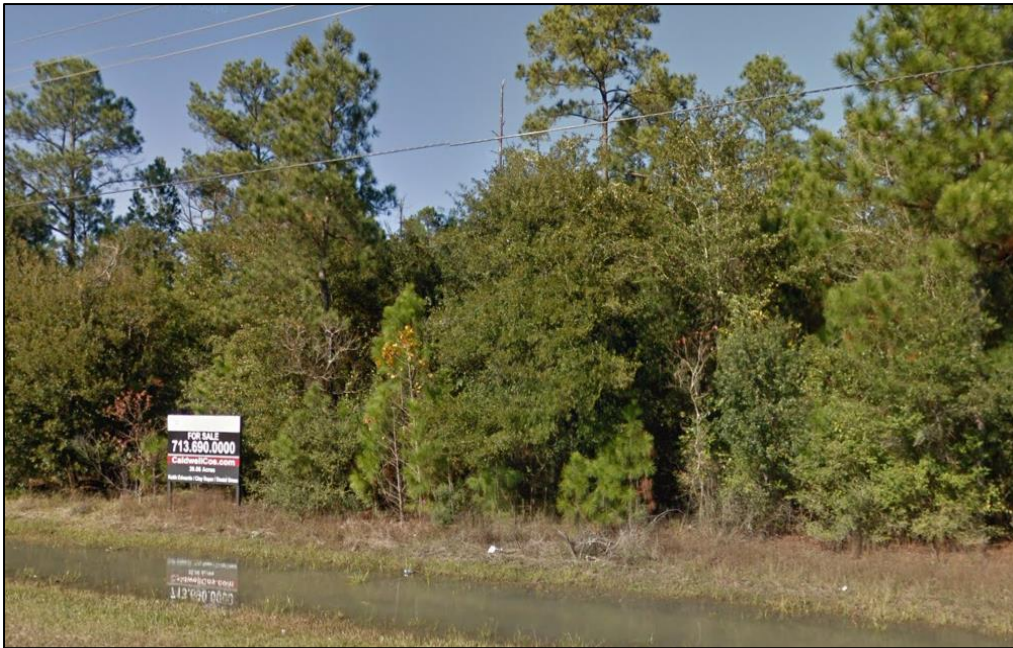
Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**



Subject Site View From Theis Lane



Subject Site View From Holderrieth Road

Exhibit "E" Application



2929 Briarpark Drive, Suite 600, Houston, Texas 77042
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386 TBPLS 10110501

May 2, 2018

Ms. Amelia Lindley
City Planner
City of Tomball
401 Market Street
Tomball, Texas 77375

Re: Re-Zoning, Tomball, Texas
39 Acre Tract
LJA Job No. 2040-5201 (6.1)

Dear Ms. Lindley:

LJA Engineering, Inc. on behalf of Tomball 39 Partners, LLP, request to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 5 acres of land from the Commercial District to the Single-Family 6 District and approximately 34 acres from the Agricultural District to the Single-Family 6 District. The properties are legally described as Tracts 198, 202 & 206 Tomball Outlots and Tracts 4L 21 & 22, of the C.N. Pillot Survey, Abstract 632, Harris County, Texas and generally located on the south side of Theiss Lane and the north side of Holderrieth Road between SH 249 and South Cherry Street.

If you have any questions or need any additional information pertaining to the re-zoning, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

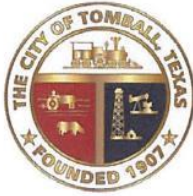
A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish.

Rene Rodriguez
Platting Manager

RR/ew

Enclosure(s)

O:\LAND\2040\2040-5201\Zoning Notification Letter.doc



APPLICATION FOR REZONING

Community Development Department
Planning Division

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

Applicant

Name: Rene Rodriguez - LJA Engineering, Inc. Title: Platting Manager
Mailing Address: 2929 Briarpark, Suite 600 City: Houston State: Texas
Zip: 77042
Phone: (713) 953-5228 Fax: (713) 953-5026 Email: rerodriguez@lja.com

Owner

Name: Tomball 39 Partners, LLP Title: _____
Mailing Address: 14015 Park Dr, Suite 101 City: Tomball State: Texas
Zip: 77377
Phone: () _____ Fax: () _____ Email: _____

Engineer/Surveyor (if applicable)

Name: Gary Mensik Title: Sr. Vice President
Mailing Address: 2929 Briarpark, Suite 600 City: Houston State: Texas
Zip: 77042
Phone: (713) 953-5249 Fax: (713) 953-5026 Email: gmensik@lja.com

Description of Proposed Project: 39.03 acres out of the Claude N. Pillot Survey, Abstract 632

Physical Location of Property: Approx. 2,000-ft from the NE intersection of SH 249 and Holderreith Rd
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 39.03 acres out of the Claude N. Pillot Survey, Abstract 632
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: AG - Agricultural

Current Use of Property: Vacant

Proposed Zoning District: SF-6 Single Family 6 District

Proposed Use of Property: Single Family Residential

HCAD Identification Number: 044-058-000-0294 035-286-0C Acreage: 39.03

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

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.

Rene Rodriguez		Digitally signed by Rene Rodriguez Date: 2018.04.18 16:34:04 -05'00'
☒	Signature of Applicant	April 18, 2018
☒	Signature of Owner	4/30/2018

DocuSigned by:
Cristina McLane
AE7D604DF4F44DD

DESCRIPTION OF
39.03 ACRES

Being 39.03 acres (1,700,129 square feet) of land, all of a called 39.0554 acres, conveyed to Tomabll 39 Partners, LLP, by deed recorded under County Clerk's File Number (C.F.) 20120156753 Official Public Records Real Property of Harris County, Texas (O.P.R.R.P H.C.T), said 39.03 acre tract lying in the Claude N. Pilort Survey, Abstract No. 632 and being more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983;

BEGINNING at a found 1/2 -inch iron rod in the north line of Holderrieth Road, public R.O.W. varies, marking the southeast corner of the Residue of a called 42.954 acres, conveyed to Maritia, L.P., by deed recorded under C.F. X391496 O.P.R.R.P. H.C.T., also being the southwest corner of said 39.0554 acres and the herein described tract;

THENCE North 02°27'21" West (called North 02°26'46" West), along the east line of said Residue of a called 42.954 acres, a distance of 1556.16 feet (called 1556.03') to a found 1/2-inch iron rod, marking an external corner of said Residue, marking an internal corner of said 39.0554 acres and the herein described tract;

THENCE South 87°36'25" West (called South 87°36'36" West), along the north line of said Residue of a called 42.954 acres, a distance of 720.26 feet (called 720.22') to a found 5/8-inch iron rod, marking an internal corner of said Residue of a called 42.954 acres, also being the most northerly southwest corner of said 39.0554 acres and the herein described tract;

THENCE North 02°27'17" West (called North 02°27'07" West), along the east line of said Residue of a called 42.954 acres, a called 1.13 acres, conveyed to Keving Graham, by deed recorded under C.F. RP-2017-94165 O.P.R.R.P. H.C.T. and the Residue of a called 111.5632 acres, conveyed to said Kevin Eric Graham, by deed recorded under C.F. X648265 O.P.R.R.P. H.C.T., a distance of 1332.46 feet (called 1332.71') to a found 5/8-inch iron rod, marking the internal corner of said Residue of a called 111.5632 acres, also being an external corner of said 39.0554 acres and the herein described tract;

THENCE North 87°20'58" East, along the south line Residue of a called 111.5632 acres, a distance of 447.58 feet (called 448.17') to a found 1/2-inch iron rod, marking an external corner of said Residue of a called 111.5632 acres, also being an internal corner of said 39.0554 acres and the herein described tract;

THNECE North 03°29'02" West, along said east line of the Residue of a called 111.5632 acres, a distance of 775.50 feet to a found 5/8-inch iron rod with cap in the south R.O.W. line of Theis Lane, public R.O.W. varies, marking the northeast corner of said Residue of a called 111.5632 acres, also being the northwest corner of said 39.0554 acres and the herein described tract;

THENCE North 87°18'22" East, along said south R.O.W. line, a distance of 374.65 feet to a found 5/8-inch iron rod with cap, marking the northwest corner of a called 2.5094 acres, conveyed to the City of Tomball, by deed recorded under C.F. W565672 O.P.R.R.P. H.C.T., also being the northeast corner of said 39.0554 acres and the herein described tract;

THENCE South 02°32'12 East, along the west line of said 2.5094 acres, a distance of 910.63 feet to a found 5/8-inch iron rod with cap in the north line of a called 2.3281 acres, conveyed to the City of Tomball, by deed recorded under C.F. W549451, marking the southwest corner of said 2.5094 acres, also being an external corner of the herein described tract;

THENCE South 87°40'30" West, along the north line of said 2.3281 acres a distance of 28.91 feet to a found 3/4-inch iron pipe, marking the northwest corner of said 2.3281 acres, also being an internal corner of said 39.0554 acres and the herein described tract;

THENCE South 01°59'39" East, along the west line of said 2.3281 acres, a distance of 558.96 feet (called 559.19') to a found 1-inch iron pipe, marking the southwest corner of said 2.3281 acres, also being an internal corner of said 39.0554 acres and the herein described tract;

THENCE North 87°40'52" East a distance of 34.36 feet (called 34.02') to a found 5/8 inch iron rod with cap, marking the northwest corner of a called 7.5681 acres, conveyed to the City of Tomball, by deed recorded under C.F. W565672 O.P.R.R.P. H.C.T., marking an external corner of said 39.0554 acres and the herein described tract;

THENCE South 12°20'03 East, along the west line of said 7.5681 acres, a distance of 652.33 feet to a found 5/8-inch iron rod with cap, marking an angle point of said 7.5681 acres and said 39.0554 acres and the herein described tract;

THENCE South 02°28'46" East (called South 02°27'24" East), continuing along said east line, a distance of 1556.02 feet (called 1555.95') to a found 5/8-inch iron rod with cap in the said north R.O.W. line of said Holderrieth Road, marking the southwest corner of said 7.5681 acres, also being the southeast corner of said 39.0554 acres and herein described tract;

THENCE South 87°39'28" West, along said north R.O.W. line, a distance of 202.86 feet to the POINT OF BEGINNING and containing 39.03 acres (1,700,129 square feet) of land.

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



TOMBALL 39 PARTNERS LLP
14015 PARK DR STE 101
TOMBALL TX 77377-6291

**2017 Property Tax Statement
Web Statement**

Statement Date:	May 1, 2018
Account Number	
	044-058-000-0294

Additional city sales tax reduced your city ad
valorem tax by: \$7.61

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	3,969	0.418010	\$16.59
Harris County Flood Control Dist	0	3,969	0.028310	\$1.12
Port of Houston Authority	0	3,969	0.012560	\$0.50
Harris County Hospital District	0	3,969	0.171100	\$6.79
Harris County Dept. of Education	0	3,969	0.005195	\$0.21
Lone Star College System	0	3,969	0.107800	\$4.28
City of Tomball	0	3,969	0.341455	\$13.55
Emergency Service Dist #8 (EMS)	0	3,969	0.100000	\$3.97

Property Description	
HOLDERRIETH RD 77375 TRS 4L 21 & 22 ABST 632 C N PILLOT 30.5279 AC	

Appraised Values	
Land - Market Value	1,329,795
Impr - Market Value	0
Total Market Value	1,329,795
Less Capped Mkt Value	1,325,826
Appraised Value	3,969

Exemptions/Deferrals	
Timber Productivity	

Page: 1 of 1

Total 2017 Taxes Due By January 31, 2018:	\$47.01
Payments Applied To 2017 Taxes	\$47.01
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For May 2018	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2018	7%	\$0.00	\$0.00	\$0.00
By March 31, 2018	9%	\$0.00	\$0.00	\$0.00
By April 30, 2018	11%	\$0.00	\$0.00	\$0.00
By May 31, 2018	13%	\$0.00	\$0.00	\$0.00
By June 30, 2018	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2012 to 2017: Appraised Value 0%, Taxable Value 0%, Tax Rate 3%, Tax Bill 3%.

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



TOMBALL 39 PARTNERS LLP
14015 PARK DR STE 101
TOMBALL TX 77377-6291

PAYMENT COUPON

Make check payable to:

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

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

Account Number
044-058-000-0294
Amount Enclosed
\$ _____

Web Statement - Date Printed: 05-01-2018

Scan the QR code to pay
online or visit www.hctax.net



04405800002948 2017 0000000000 0000000000 0000000000 0000000000

2,263,579-1

TAX STATEMENT 2017 +

STATEMENT DATE: 05/01/2018

LEGAL: TRS 4L 21 & 22

ACCOUNT: 0440580000294

ABST 632 C N PILLOT

OWNER: TOMBALL 39 PARTNERS LLP

PIDN: 0440580000294

PARCEL ADDRESS: 0000000 HOLDERRIETH RD

ACRES: 30.5279

EXEMPTION CODES: AGTMR

AG LAND 61.056	APPRAISED VALUE 1,329,795				
TAXING ENTITIES	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	PENALTY & INTEREST
TOMBALL ISD	1,268,739	61,056	1.340000	0.00	0.00
			SUBTOTAL	0.00	0.00
			PRIOR YEARS	0.00	
			TOTAL AMOUNT DUE	0.00	

This top portion and your canceled check will serve as your receipt.

^ Detach on perforation and return this portion with your check payable to:

Kristi Williams
PO Box 276
Tomball, TX 77377-0276
(281)357-3100

DELINQUENT DATE: 02/01/2018

ACCOUNT: 0440580000294 2017 +

TOMBALL 39 PARTNERS LLP
14015 PARK DR STE 101
TOMBALL, TX 77377-6291

TOTAL AMOUNT DUE
\$0.00

^^ AMOUNT DUE ON RECEIPT ^^

OWNER: TOMBALL 39 PARTNERS LLP

PIDN: 0440580000294

IF PAID IN	AMOUNT DUE
JUN	0.00
JUL	0.00
AUG	0.00
SEP	0.00
OCT	0.00
NOV	0.00

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



TOMBALL 39 PARTNERS LLP
14015 PARK DR STE 101
TOMBALL TX 77377-6291

2017 Property Tax Statement
Web Statement

Statement Date: May 1, 2018

Account Number

035-286-000-0198

Additional city sales tax reduced your city ad
valorem tax by: \$2.12

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	1,108	0.418010	\$4.63
Harris County Flood Control Dist	0	1,108	0.028310	\$0.31
Port of Houston Authority	0	1,108	0.012560	\$0.14
Harris County Hospital District	0	1,108	0.171100	\$1.90
Harris County Dept. of Education	0	1,108	0.005195	\$0.06
Lone Star College System	0	1,108	0.107800	\$1.19
City of Tomball	0	1,108	0.341455	\$3.78
Emergency Service Dist #8 (EMS)	0	1,108	0.100000	\$1.11

Property Description	
THEISS RD 77375 TRS 198 202 & 206 TOMBALL OUTLOTS 8.5265 AC	

Appraised Values	
Land - Market Value	557,122
Impr - Market Value	0
Total Market Value	557,122
Less Capped Mkt Value	556,014
Appraised Value	1,108

Exemptions/Deferrals	
Timber Productivity	

Page: 1 of 1

Total 2017 Taxes Due By January 31, 2018:	\$13.12
Payments Applied To 2017 Taxes	\$13.12
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For May 2018	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2018	7%	\$0.00	\$0.00	\$0.00
By March 31, 2018	9%	\$0.00	\$0.00	\$0.00
By April 30, 2018	11%	\$0.00	\$0.00	\$0.00
By May 31, 2018	13%	\$0.00	\$0.00	\$0.00
By June 30, 2018	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2012 to 2017: Appraised Value 0%, Taxable Value 0%, Tax Rate 3%, Tax Bill 3%.

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



PAYMENT COUPON

TOMBALL 39 PARTNERS LLP
14015 PARK DR STE 101
TOMBALL TX 77377-6291

Make check payable to:

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

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

Account Number
035-286-000-0198
Amount Enclosed
\$ _____

Web Statement - Date Printed: 05-01-2018

Scan the QR code to pay
online or visit www.hctax.net



03528600001983 2017 0000000000 0000000000 0000000000 0000000000

2,263,578-1

TAX STATEMENT 2017 +

STATEMENT DATE: 05/01/2018

LEGAL: TRS 198 202 & 206

ACCOUNT: 0352860000198

TOMBALL OUTLOTS

OWNER: TOMBALL 39 PARTNERS LLP

PIDN: 0352860000198

PARCEL ADDRESS: 0000000 THEISS RD

ACRES: 8.5265

EXEMPTION CODES: AGTMB

AG LAND 1.108	APPRAISED VALUE 557,122				
TAXING ENTITIES	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	PENALTY & INTEREST
TOMBALL ISD	556,014	1.108	1.340000	0.00	0.00
			SUBTOTAL	0.00	0.00
			PRIOR YEARS	0.00	
			TOTAL AMOUNT DUE	0.00	

This top portion and your canceled check will serve as your receipt.

^ Detach on perforation and return this portion with your check payable to:

Kristi Williams
PO Box 276
Tomball, TX 77377-0276
(281)357-3100

DELINQUENT DATE: 02/01/2018

ACCOUNT: 0352860000198 2017 +

TOMBALL 39 PARTNERS LLP
14015 PARK DR STE 101
TOMBALL, TX 77377-6291

TOTAL AMOUNT DUE
\$0.00

^^ AMOUNT DUE ON RECEIPT ^^

OWNER: TOMBALL 39 PARTNERS LLP

PIDN: 0352860000198

IF PAID IN	AMOUNT DUE
JUN	0.00
JUL	0.00
AUG	0.00
SEP	0.00
OCT	0.00
NOV	0.00

Regular City Council
Agenda Item
Data Sheet

Meeting Date: June 18, 2018

Topic:

Award Contract for Project No. 2018-14, 2018 Asphalt and Concrete Street Improvements, to Hayden Paving, Inc. in the Amount of \$160,032.00

Background:

In an effort to obtain the most favorable pricing, sealed bids were solicited for the completion of the 2018 Asphalt & Concrete Street Improvements. Bid packets were available at the Public Works Administration Building or could be electronically delivered by request.

A total of 9 vendors received information on the bid specifications, of which 2 qualifying bids were received. The lowest, responsible bidder was determined to be Hayden Paving, Inc for a total bid of \$160,032.00, including an alternate bid to complete the repaving of the walking trail at Juergens Park.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding the contract to Hayden Paving, Inc in the amount of \$160,032.00.

Funding:

Yes

Account Number:100-154-6207

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

ATTACHMENTS:

Bid Tabulation

Bid Number 2018-14: Asphalt & Concrete Street Improvements
Bid Tabulation

Company: Hayden Paving, Inc		
------------------------------------	--	--

Base Bid	Alternate Bid	Total Bid
\$138,607.00	\$21,425.00	\$160,032.00

Company: AAA Asphalt Paving, Inc		
---	--	--

Base Bid	Alternate Bid	Total Bid
\$151,039.76	\$19,657.93	\$170,697.69

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 18, 2018

Topic:

Approve Interlocal Agreement between the City of Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Five (5) Student Resource Officers (SROs) to TISD Campuses and Authorize the City Manager to Execute the Interlocal Agreement

Background:

This is a renewal of the contract between TISD and TPD to provide SROs at the two High School campuses and the three Junior High School campuses for TISD. TISD will reimburse the City of Tomball for 70% of the costs of the officers. The City agrees to provide the 5 SROs for 187 days of the school year.

The Tomball Independent School District has been contracting with the Tomball Police Department for School Resource Officers for a number of years. This partnership has been mutually satisfying to both organizations and has contributed to the safe environment enjoyed by all students in the Tomball Independent School District.

Origination:

Billy Tidwell, Chief of Police

Recommendation:

Accept the agreement

Funding:

Yes

Account Number:100-121-6003

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

Billy Tidwell, Chief of Police

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

ATTACHMENTS:

TPD - TISD Contract for Five (5) SROs

**INTERLOCAL AGREEMENT
(Student Resource Officer)
AMENDMENT**

1. PARTIES

1.1. The Parties to this Agreement are City of Tomball (“City”), a body corporate and politic under the laws of the State of Texas, and TOMBALL INDEPENDENT SCHOOL DISTRICT (“the Contractor”).

2. PURPOSE

2.1. The Contractor wants the Chief of Police of the City of Tomball, Texas, to authorize and direct five (5) law enforcement officers to each devote 187 days of their working time, “working time” being defined as eight (8) hours per day, to the Contractor. The law enforcement officer referenced above will be referred to collectively as “extra officers” whether one or more.

3. TERM OF THE AGREEMENT

3.1. The term of this Agreement begins on August 1, 2018, and ends on July 31, 2019, unless terminated sooner in accordance with Section 7.

4. CITY’S RIGHTS AND OBLIGATIONS

4.1. City agrees to authorize the Chief of Police to appoint the extra officer effective at the beginning of the contract term, so as to enable (but not require) the Chief of Police to appoint the extra officer to devote 187 days of his/her working time to Tomball Independent School District facilities (“the area”). As used herein, the phrase “working time devoted to the area” means the usual or normal hours that extra officer is required to work in any calendar month and does not include any extra or overtime work. The time the extra officer is on duty within the area, the time the extra officer is in court in connection with cases arising out of events occurring within the area, the time the extra officer spends preparing reports and documents pertaining to events occurring in the area, the time the extra officer spends in making preparations to provide law enforcement in the area, the time the extra officer spends transporting persons arrested in the area to jail, the time the extra officer spends investigating crimes or possible crimes committed in the area, are deemed working time devoted to the area. The activities listed above are explanatory and the meaning of “working time devoted to the area” is not limited to those activities.

4.2. Contractor understands and agrees that if the Chief of Police appoints the extra officer to the area, the Chief of Police retains the control and supervision of the extra officer to the same extent as he does other officers.

4.3. The extra officer assigned in accordance with this Agreement shall perform the duties as assigned by the Contractor, subject to the control and supervision of the Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this agreement.

4.4 The Contractor shall provide an office, a networked computer, and general office supplies needed for the extra officers to perform their Student Resource Officer duties. The Chief of Police shall supply all equipment necessary to perform police functions and services.

5. CONTRACTOR'S PAYMENT OBLIGATION

5.1. The Contractor agrees to pay the City of Tomball the sum of THREE SIXTY SIX THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS (\$366,876.00) to contract police services, or to be used by the City of Tomball for the purpose of supplementing the cost to the City for supplying the law enforcement services, including salaries and any additional expenses the City may incur in providing the services for a period of 187 days beginning the 20th day of August, 2018. Contractor must make payments on the total sum in installments, which are due and payable, without demand, on or before the following dates in the amounts set forth:

Nine (9) payments of \$40,764.00, due on the 20th of each month, first payment due September 20, 2018.

5.2. If the term of this Agreement is terminated at any time other than at the end of a semester, payments under this Contract shall be prorated.

5.3. Contractor understands and agrees that if the City does not receive the payments within thirty (30) days of the date due, the City is authorized to terminate this Agreement without further notice. Further, City's failure to make demand for payments due is not a waiver of Contractor's obligation to make timely payments.

6. CITY'S PREROGATIVE TO APPOINT EXTRA OFFICERS

6.1. Contractor understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Chief of Police in any manner whatsoever to assign the extra officer to devote any portion of his/her working time to the area. However, if for any reason the extra officer does not devote substantially 187 days of his/her full-time equivalent working time to the area during the term of this Agreement, then the Contractor is obligated to pay the City only a proportionate part of the total sum identified above. If the amount paid by the Contractor to City of Tomball exceeds the proportionate part, the Contractor is entitled to a refund from City of Tomball of the excess amount paid.

7. TERMINATION AND DEFAULT

7.1. Prior to the expiration of the term, either Party is authorized to terminate this Agreement without cause by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

8. NOTICE

8.1. Any notice permitted or required to be given to City of Tomball hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Police Department
Attn: Chief of Police
400 Fannin Street
Tomball, Texas 77375

Any notice permitted or required to be given to Contractor hereunder may be given by registered mail or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Independent School District
Attn: Superintendent
310 South Cherry Street
Tomball, Texas 77375.

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

8.2. Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

9. MISCELLANEOUS

9.1. The terms and provisions of this Contract constitute the entire Agreement between the City and the Contractor, and no modification of this Contract is effective unless in writing and executed by both parties.

SIGNED in duplicate originals this _____ day of _____ 2018.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

By:
Robert S. Hauck
City Manager

Tomball Independent School District

ATTEST:

By:
Chris Trotter
Assistant Superintendent

By:
Martha Salazar-Zamora
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 18, 2018

Topic:

Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After the Normal Campus Hours, and Authorize the City Manager to Execute the Interlocal Agreement

Background:

TISD has a number of activities that occur during and outside of regular school hours that require extra law enforcement presence. This contract is an agreement between TPD and TISD for officers to provide traffic direction for football games or other school-sponsored events, traffic duty for the first day of school, escorts to out-of-town athletic events, assistance with crowd control at school-sponsored events and other events or activities as required. These services are paid by TISD and the contract established the rate of pay for the school year.

Origination:

Billy Tidwell, Chief of Police

Recommendation:

N/A

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

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

ATTACHMENTS:

ILA - TISD and TPD - Officers and Manned Vehicles

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF TOMBALL AND
THE TOMBALL INDEPENDENT SCHOOL DISTRICT
FOR USE OF POLICE OFFICERS AND MANNED VEIDCLES**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into effective the 1st day of August 2018, by and between the City of Tomball, Texas (the "City"), and the Tomball Independent School District (the "School"), each acting through its duly authorized executive officer.

RECITATIONS

The City and the School are governmental units and political subdivisions authorized by the Interlocal Cooperation Act, Article 4413(32c), Texas Revised Civil Statutes, to enter into this Agreement for the purpose of performing governmental functions and services; and

The School desires to obtain the authorized services of City police officers and/or patrol vehicles, operated by City Police Officers and City Part-time Police Officers only, for School functions including, but not limited to, traffic direction at athletic events, traffic duty for the first day of school, and as escorts to out-of-town athletic events.

The School recognizes that the primary duty of the Police Chief and the City Police Department is to serve the City of Tomball and that the provision of the officers and/or manned vehicles shall be governed by the terms of this Agreement; **NOW THEREFORE,**

Section 1.0. The recitations stated above are true and correct.

Section 2.0. Consideration and Term. For and in consideration of the mutual promises, covenants, obligations, and benefits to the City and the School, the parties agree and contract is provided below in this Agreement. This Agreement shall remain in effect for the 2018-2019 school year, and it shall be renewed automatically, from school year to school year, unless terminated by either party in accordance with the provisions of Section 8.0, "Termination", of this Agreement.

ARTICLE I

OBLIGATIONS OF CITY

Section 3.0. Police Officer and Patrol Vehicle Services. The City will provide and assign police officers and/or patrol vehicles, to be operated by Tomball Regular and Part-time Police Officers only (the "*Vehicle* or *Vehicles*"), to the School for the performance of reasonable police services including, by way of illustration and not limitation, the following:

- 3.1. Traffic direction for football games or other school-sponsored events;
- 3.2. Traffic duty for the first day of school;
- 3.3. Escorts to out-of-town athletic events; and
- 3.4. Assistance with crowd control at school-sponsored events.

This Agreement will not obligate the School to pay additional compensation to the City for the customary or routine services of the Police Department, as such services are customarily provided to citizens, businesses, and governmental units within the City's jurisdiction, it being the intention of the parties to provide for situations in which additional services are requested and provided in accordance with the terms of this Agreement.

Section 4.0. Procedure. Prior to the need of officers and/or Vehicles by the School, the School shall contact the City of Tomball Chief of Police (the "*Chief*") and outline to the Chief the particular needs, services, and scheduling required. The Chief, or the Chiefs designee if the Chief is absent, shall assign Officers and/or Vehicles to the School for such duties.

Section 5.0. As Assigned. When Available: Control. Assignments will be made solely as and when available, and at the sole discretion of the Chief of Police. The parties acknowledge that in making Officer and Vehicle assignments the Chief and the Police Officers have a first and primary duty to perform police functions and services for the citizens of the City of Tomball, including cooperative efforts with other jurisdictions, and in the event of the occurrence of any public disaster, major crime, riot, or such other paramount public need as may arise (as determined by the Chief of Police or the Chiefs designee), then the police will be obligated to first devote their efforts and equipment to those needs, rather than in connection with this Agreement with the School.

This Agreement is not intended, nor shall it be construed, to obligate the City of Tomball or its Police Department in any manner whatsoever; it is intended to set out the terms and conditions for the assignment of Officers and Vehicles operated by the City Police Officers in accordance with this Agreement.

The Officers and the Vehicles assigned in accordance with this Agreement shall perform the duties as assigned by the School subject to the control and supervision of the

Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this Agreement.

Section 6.0. Vehicle charges: Payments for Officers' Services.

6.1. Vehicle Charges. The School will pay for actual mileage, computed from the time a Vehicle leaves the Police Department through its return to the Police Department. The rate shall be computed at the then current mileage rate allowed under IRS regulations. Actual mileage information shall be kept by the Police Officer(s) in written record form and submitted to the Chief of Police who shall approve it and then forward the information on the City's Chief Financial Officer.

6.2. Regular Police Officers. Time or hours worked by Regular Police Officers who perform services under this Agreement for the School as an extra job shall be submitted by the Police Officer(s) in written form to the Chief of Police. After approval, the Chief shall forward the charges to the School, and the School will pay for those services directly to the individual Officers who worked those extra jobs for the School.

It is the intent of this Agreement that Regular Police Officers contract directly with the School in connection with these extra jobs.

6.3. Part-time Police Officers. Part-time Police Officers who perform services under this Agreement are performing contract services for the School, through the City, at a rate of \$37.50 per hour with a four (4) hour minimum. Special Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The school will reimburse the City at the same rate. The Chief of Police will submit records of the work performed to the Chief Financial Officer for billing.

6.4. Regular/Full Time Police Officers. Regular/ Full-Time Police Officers who perform services under this Agreement are performing contract services for the School, at a rate of \$37.50 per hour with a four (4) hour minimum. Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The school will pay the officer directly.

6.5. Statement of Charges: Disputes. A statement of charges due for mileage and Part-time Officer work will be sent to the School District by the Chief Financial Officer. The statements may be prepared on a monthly or quarterly basis. All statements of charges will be delivered or sent by regular mail to the School and will be due upon receipt. Charges shall be paid no later than thirty (30) days from the date of the statement.

All questions or disputes regarding charges under this Contract may be resolved between the Chief Financial Officer of the City, the Chief of Police, and the Chief Financial Officer of the School, with a written report of the resolution to be made a part of the record. Upon request to the City's Chief Financial Officer, the School or its representatives may inspect and review the city's documentation supporting any statement at any time during the City's regular business hours.

Section 7.0. Insurance: Responsibility. It is expressly understood and agreed that the City and the School shall each provide insurance coverage for their respective personnel, agents, representatives, and equipment in connection with this Agreement. Further, each party shall be responsible for the actions of its respective personnel, agents, representatives, and equipment, in accordance with State and federal laws.

This provision is to delineate the continued, independent operations of the City and the School as separate political subdivisions, and it is not intended, nor shall it be construed, to create any right, benefit, entitlement, or third-party beneficiary relationship with any person or entity.

Section 8.0. Termination. This Agreement may be terminated at any time by either party by giving at least thirty (30) days advance written notice to the other party. The termination notice shall specify the effective date of the termination, which shall in no event be more than sixty (60) days after the date the termination notice is given. This Agreement may be terminated immediately if the School defaults in the payment of mileage charges; provided, however, such termination will not prejudice the City's right to payment of any outstanding charges or the obligation of the School to pay them.

Section 9.0. Notice. Any notice which is permitted or required to be given under this Agreement shall be given in writing, sent by registered or certified mail, addressed to the respective parties as follows:

Chief of Police
City of Tomball
400 Fannin Street
Tomball, Texas 77375

Assistant Superintendent for Administrative Services
Tomball Independent School District
310 South Cherry Street
Tomball, Texas 77375

Notice shall be deemed given to either party upon delivery or deposit of the notice in the U.S. mail.

Section 10.0. General.

10.1. This Agreement is the sole agreement between the parties. There are no other agreements between the parties, nor will any purported agreement, oral or in writing, be given effect. This Agreement may be amended by the authorized execution of an amending document executed in the same manner and with the same formalities as this Agreement.

10.2. This Agreement shall be construed and governed by the laws of the State of Texas, and enforced in Harris County, Texas.

10.3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Agreement or the application of the same shall for any reason be adjudged invalid or held unconstitutional by a court of competent Jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or Any part or provision hereof other than the part declared to be invalid or unconstitutional.

10.4. This Agreement may not be assigned by either party.

Executed in multiple, original counterparts, each of which shall be considered an original

Agreement for all purposes, effective the ____ day of _____ 2018.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

By:
Robert S. Hauck
City Manager

Tomball Independent School District

ATTEST:

By:
Chris Trotter
Assistant Superintendent

By:
Martha Salazar-Zamora
Superintendent