

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



MONDAY, JUNE 1, 2015

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, June 1, 2015 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 Steven Lee, New Hope Baptist Church

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

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 Presentations:

- Eagle Scout Letter – **Eagle Scout Kevin Jude Leger**

6.0 Reports and Announcements

- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** opens May 23, 2015 and will close on September 7, 2015. May 23-June 7, 2015, the pool will be open only during weekends. The pool will be closed every Monday during swim season 2015, except Memorial Day and Labor Day. June 9-August 23, 2015 will be regular weekly days and hours. August 29-September 7, 2015, the pool will open weekends only.
- June 13, 2015 – **2nd Saturday at the Depot**
- June 16-July 17, 2015 - **TOMBALL KIDS' CLUB** - Every **Tuesday** and **Friday**, 11:00 a.m.-1:00 p.m., at **Tomball Community Center**, 221 Market Street
- June 25, 2015 – **7th Annual Economic Outlook Luncheon** – sponsored by the **Tomball Economic Development Corporation at Lone Star College-Tomball** – 11:30 a.m.-1:30 p.m.
- **June 15 through July 30** – Meetings of the **City Council, Planning and Zoning Commission, Board of Adjustments, Tourism Advisory Committee, and Tomball Municipal Court Sessions** will be held at the **Public Works Building, 501 James Street**, due to renovations at City Hall.
- July 4, 2015 – **Tomball 4th of July Celebration and Street Party** – 5:00 p.m.-10:30 p.m.
- July 11, 2015 – **2nd Saturday at the Depot**
- August 8, 2015 – **2nd Saturday at the Depot**
- August 29, 2015 – **Texas Music Festival** – 12:00 Noon-6:00 p.m.
- September 12, 2015 – **2nd Saturday at the Depot**
- September 26, 2015 – **5th Annual Bugs, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- **Walk Tomball!** – Every Saturday at **8:00 a.m.** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter - Report on the success of the **4th Annual Memorial Day Weekend Chili Challenge**

7.0 Approve the Minutes of the May 18, 2015 Regular City Council Meeting

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2015-10, an Ordinance Creating City of Tomball, Texas, Reinvestment Zone No. 5; an Approximately 17.38-Acre Tract of Land, Being Part of the Tomball Business and Technology Park and Located Generally at the Northwest Corner of Holderrieth Road and Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict

Herewith; and Providing for Severability (Packers Plus Energy Services (USA) Inc.)

9.0 New Business:

- 9.1 Approve Resolution No. 2015-11, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 43rd Annual Tomball Night and Parade, to be held in Tomball on Friday, August 7, 2015
- 9.2 Approve Tax Abatement Agreement between City of Tomball and Packers Plus Energy Services (USA), Inc. for Improvements to be Constructed in Tax Abatement Reinvestment Zone No. 5
- 9.3 Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Coastal Power Systems to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters to be located at 1030 South Persimmon, Tomball, Texas. The estimated amount of expenditures for such project is \$30,731.00.
- 9.4 Approve, on First Reading, Resolution No. 2015-12-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and WhiteWater Express, to make direct incentives to, or expenditures for, assistance with infrastructure costs for the promotion of new or expanded business enterprise related to the construction of a new commercial facility to be located on a 0.86 acre tract of land at 14614 FM 2920, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$19,680.00.
- 9.5 Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with American National Carbide, to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of its manufacturing facility located at 915 South Cherry Street, Tomball, Texas. The estimated amount of expenditures for such Project is \$46,763.00.
- 9.6 Receive the Tomball Economic Development Corporation (TEDC) 2014-2015 Annual Report.
- 9.7 Approve the Tomball Economic Development Corporation (TEDC) 2015-2016 Strategic Work Plan.
- 9.8 Award Contract for COT Project Bid Number 2015-02, Tomball Business & Technology, Park, Paving, Drainage, Sanitary Sewer, Waterlines, and Gas Lines, E&P Number 2011-10016, to Hassell Construction Company, Inc., in the Amount of \$5,307,748.50.

- 9.9 Presentation by Texas Masonry Council regarding possible amendments to the Zoning pertaining to facade requirements along Main Street, outside the Old Town & Mixed Use Zoning District
- 9.10 Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Four (4) Student Resource Officers (SROs) to TISD Campuses.
- 9.11 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.
- 9.12 Approve the following plats as recommended by the Planning and Zoning Commission:
- **Reserve at Spring Lake Section Two:** Being a Replat of Unrestricted Reserve "D" of Replat of the Final Plat Reserve at Spring Lake Section One Located in the Joseph Miller League, A-50 W.H. Clemens Survey, A-1641 Harris County, Texas City of Tomball, Texas.
 - **Tomball Townsite Lot 24 Replat:** Being a Subdivision of 0.2755 Acre of Land, Being all of Lots 21, 22, 23 and 24 of Block 80 of Revised Map of Tomball Townsite, Volume 4, Pg. 25 of the Map Records of Harris County, out of the William Hurd Survey, Abstract No. 371, in the City of Tomball, in Harris County, Texas.
 - **Tomball Business and Technology Park Lot 4 Partial Replat:** A subdivision of 25.1764 Acres, Being a Replat of Lot 4 of Tomball Business and Technology Park as recorded in Film Code No. 653006 of the Harris County Map Records, in the Elizabeth Smith Survey, Abstract No. 70, City of Tomball, Harris County, Texas.

10.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 28th day of May 2015 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 1, 2015

Topic:

- Led by Pastor Steven Lee, New Hope Baptist Church

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: June 1, 2015

Topic:

- Led by Members of the Tomball High School Student Council

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: June 1, 2015

Topic:

- Eagle Scout Letter – Eagle Scout Kevin Jude Leger

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Eagle Scout Letter



City of Tomball

*Gretchen Fagan
Mayor*

*George Shackelford
City Manager*

April 29, 2015

Eagle Scout Kevin Jude Leger
Boy Scouts of America, Troup 471
15119 Timbershire Court
Magnolia, TX 77355

Dear Eagle Scout Leger:

Please allow me to congratulate you for your successful completion of the requirements for the rank of Eagle Scout. This is a very proud accomplishment and reaching the rank of Eagle Scout warrants special attention due to the extraordinary amount of work and commitment required to reach this honored level in Scouting.

As you have progressed through your scouting career; I know you have learned many things that will benefit you throughout your lifetime and I expect to hear great things about you in the future. I know you will be a splendid example and an inspiration for the younger members of your troop. Remember, they will be watching and, hopefully, emulating your achievements

Congratulations again from myself and the City of Tomball. We are all extremely proud of you and we would like to extend an invitation to be presented with this recognition at one of our upcoming City Council Meetings. Please contact our City Secretary, Doris Speer at 281-290-1002 to select a meeting that is convenient for your schedule.

Sincerely,

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Meeting Date: June 1, 2015

Data Sheet

Topic:

- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** opens May 23, 2015 and will close on September 7, 2015. May 23-June 7, 2015, the pool will be open only during weekends. The pool will be closed every Monday during swim season 2015, except Memorial Day and Labor Day. June 9-August 23, 2015 will be regular weekly days and hours. August 29-September 7, 2015, the pool will open weekends only.
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- **Walk Tomball!** – Every Saturday at **8:00 a.m.** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter - Report on the success of the *4th Annual Memorial Day Weekend Chili Challenge*

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER

☐ YES ☐ NO

☐ 1ST ☐ 2ND

ATTACHMENTS:

7th Annual Economic Outlook Luncheon

★ ★ ★ ★ ★
7TH ANNUAL



ECONOMIC OUTLOOK LUNCHEON

Lone Star College–Tomball • Beckendorf Conference Center

JUNE 25, 2015

★
11:30 A.M. – 1:30 P.M.

FEATURED SPEAKERS:

Commissioner R. Jack Cagle
Harris County Precinct 4

★
Dr. Jim Gaines
*Research Economist,
Real Estate Center at Texas A&M*

RSVP BY:

JUNE 12, 2015

twooten@tomballtxedc.org

281.401.4086

Page 13 of 260

TOMBALL

ECONOMIC DEVELOPMENT CORPORATION

29201 Quinn Rd., Suite B • Tomball, Texas 77375
281.401.4086 • 888.401.7322 • tomballtxedc.org

Regular City Council Agenda Item Data Sheet

Meeting Date: June 1, 2015

Topic:

Approve the Minutes of the May 18, 2015 Regular City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Draft Minutes - Regular City Council Meeting - May 18, 2015

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



MONDAY, MAY 18, 2015

6:00 P.M.

1.0 Call to Order

The Council meeting was called to order at 6:00 p.m. by Mayor Fagan. Other members present:

Councilman Townsend
Councilman Klein Quinn
Councilman Hudgens
Councilman Degges
Councilman Stoll

Others present:

City Manager – George Shackelford
Assistant City Manager – Robert Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Police Chief – Billy Tidwell
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Public Works Director – David Esquivel
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
City Planner - Harold Ellis
Assistant Fire Chief – Jonathan Fontenot
Community Center Director – Rosalie Dillon
Fire Marshal – Doug Sanguedolce
Building Official – Ken Cole
Police Detective – Albert Chambers
Community Development Coordinator – Amelia Vasquez
Presiding Municipal Court Judge – Brett Peabody
Associate Municipal Court Judge – Cindy Bennett Smith
TEDC-Executive Director – Kelly Violette
Chief-NWEMS – Brian Bayani

2.0 The invocation was led by Steve Allison, Chaplain, VFW Post 2427

3.0 The pledges to U. S. and Texas Flags were led by Presley Folkerts and Brooke McQuillan, members of the Tomball High School Student Council.

4.0 Canvass of Election
Escrutinio de la Elección
Kiểm Phiếu của Cuộc Bầu Cử
拉票選舉

4.1 Resolution No. 2015-03, Cancelling the Election Resolution No. 2015-03, a Resolution of the City of Tomball, Texas, Canceling the Regular City Officer's Election Scheduled to be Held on the 9th Day of May, 2015, in Accordance with Section 2.053(a) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details relating to the Cancellation of Such Election
Resolución Nro. 2015-03 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 9 de mayo de 2015 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.
Nghị Quyết số 2015-03, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 9 tháng Năm, 2015, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.
到 2015年-03 号决议取消选举决议号 2015年-03 年度，托姆伯尔市得克萨斯州的一项决议取消定期市官选举定于在 2015 年的 5 月，第 9 天根据部分 2.053(a) 的德克萨斯州选举守则；导演给选举；这种取消通知和提供细节，有关这类选举取消

No action necessary; Resolution No. 2015-03 was adopted on March 16, 2015.
Ninguna acción necesaria; la Resolución el No 2015-03 fue adoptada el 16 de marzo de 2015

Không có hành động cần thiết; Nghị quyết số 2015-03 đã được thông qua ngày 16 tháng 3 năm 2015.

不採取行動的必要；2015 年 3 月 16 日通過了 2015年-03 號決議。

4.2 Administer Oath of Office to Elected Officials.
Administrar el juramento al cargo de los Oficiales Electos.
Làm Lễ Tuyên Thệ Nhậm Chức cho Các Viên Chức Được Bầu.
對選出的官員進行宣誓

The Oath of Office was administered by Mayor Fagan to Mark A. Stoll as the newly elected Councilman, Position 2 and to Dereck S. Townsend, Sr. as the newly elected Councilman, Position 4.
El Juramento al Cargo fue administrado por la Alcaldesa Fagan a Mark A. Stoll como nuevo Concejal, Posición 2 y a Derek S. Townsend, Sr. como nuevo Concejal, Posición 4.

Tuyên Thệ Nhậm Chức đã được tiến hành bởi Thị Trưởng Fagan cho Mark A. Stoll là Nghị Viên mới được bầu chọn, Vị Trí 2 và cho Derek S. Townsend, Sr. Nghị Viên mới được bầu chọn, Vị Trí 4.

官員宣誓已由Mayor Fagan支配 Mark A. Stoll 視為新當選的委員，席位2及 Derek S. Townsend, Sr. 視為新當選的委員，席位4。

4.3 Consideration to Elect Mayor Pro-Tem, in Accordance with Section 6.08 of the City of Tomball Home Rule Charter.

Considerar elegir un Alcalde Interino en conformidad con la Sección 6.08 de la Carta Orgánica de Gobierno Local de la Ciudad de Tomball.

Xem Xét Bầu Chọn Thị Trưởng đương nhiệm chiếu theo Mục 6.08 của Điều Lệ Hiến Chương về Nhà Ở.

考慮根據 Tomball市政府當地規章第6.08條選舉臨時市長

Motion was made by Councilman Stoll, second by Councilman Townsend, to Elect Councilman Klein Quinn as Mayor Pro-Tem, in Accordance with Section 6.08 of the City of Tomball Home Rule Charter.

El Concejal Stoll hizo la moción, secundada por el Concejal Townsend, a elegir el Concejal Klein Quinn como Alcalde Pro-Tem, de conformidad con la sección 6,08 de la ciudad de Tomball Carta autonómica.

Chuyển động đã được thực hiện bởi Ủy viên Hội đồng Stoll, thứ hai bởi Nghị Townsend, đề cử Ủy viên Hội đồng Klein Quinn như Thị trưởng Pro-Tem, phù hợp với mục 6.08 của thành phố Tomball Trang chủ Quy tắc Điều lệ.

參議會 Stoll，其次由參議會 Townsend 向運動選出議員克萊因奎因作為市長 Pro-Tem 按照節 6.08 的該市的托姆伯爾家規則的憲章。

Motion carried unanimously.

Moción aceptada por unanimidad.

Kiến nghị được nhất trí thông qua.

動議無異議地通過。

Councilman Klein Quinn was elected Mayor Pro-Tem.

El Concejal Klein Quinn fue elegido Alcalde interino.

Nghị Viên Klein Quinn được chọn làm Thị Trưởng Tạm Thời.

委員 Klein Quinn 已當選為暫時市長。

5.0 The following public comments were received:

Pat Bailey
1319 Dove Trails, 77375

- Expressed her support for Item 9.4, the Creation of a Depot Station Agent Sculpture and presented a donation toward the project.

Mary Harvey
405 S. Walnut, 77375

- Expressed her support for Item 9.4, the Creation of a Depot Station Agent Sculpture and presented a donation toward the project.

Barbara Tague
503 Inwood, 77375

- Expressed her interest in being reappointed to the Planning and Zoning Commission.

Bruce Hillegeist
20339 Telge Road, 77377

- Expressed his support for Item 9.4, the Creation of a Depot Station Agent Sculpture.

John Lockwood
9531 Landry Blvd., Spring

- Email - His support for Item 9.4, the Creation of a Depot Station Agent Sculpture was read into the record.

6.0 Presentations: The Mayor presented the following proclamations:

- Proclamation – the Month of May is “**Motorcycle Safety and Awareness Month**”
- Proclamation – May 20, 2015 is “**Tomball Special Olympics Day – 2015**”
- Proclamation - May 17-23, 2015 is “**National Public Works Week – Tomball, Texas**”
- Proclamation – May 17-23, 2015 is “**National Emergency Medical Services Week – “EMS STRONG” – Tomball, Texas**”
- Proclamation – May 17-23, 2015 is “**Tomball Firefighter Appreciation Week**”
- Proclamation – May 24-30, 2015 is “**National Hurricane Preparedness Week – Tomball, Texas**”

7.0 Reports and Announcements:

- May 23, 2015 – **4th Annual Memorial Day Weekend Chili Challenge**
- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** opens May 23, 2015 and will close on September 7, 2015. May 23-June 7, 2015, the pool will be open only during weekends. The pool will be closed every Monday during swim season 2015, except Memorial Day and Labor Day. June 9-August 23, 2015 will be regular weekly days and hours. August 29-September 7, 2015, the pool will open weekends only.
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- June 25, 2015 – **7th Annual Economic Outlook Luncheon** – sponsored by the **Tomball Economic Development Corporation at Lone Star College-Tomball – 11:30 a.m.-1:30 p.m.**
- July 4, 2015 – **Tomball 4th of July Celebration and Street Party – 5:00 p.m.-10:30 p.m.**
- **June 15 through July 30** – Meetings of the **City Council, Planning and Zoning Commission, Board of Adjustments, Tourism Advisory Committee, and Tomball Municipal Court Sessions** will be held at the **Public Works Building, 501 James Street**, due to renovations at City Hall.
- **Walk Tomball!** – Every Saturday at **8:00 a.m.** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action was taken

8.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the following:

- Regular City Council Meeting – May 4, 2015
- Special City Council Meeting – May 6, 2015
- Special City Council Meeting – May 9, 2015
- Special City Council Meeting – May 11, 2015

Motion carried unanimously.

9.0 New Business:

9.1 Conduct Public Hearing regarding Tax Exempt Financing for the Benefit of Concordia Lutheran High School of North Harris County.

- Mayor Fagan opened the Public Hearing Regarding Tax Exempt Financing for the Benefit of Concordia Lutheran High School of North Harris County at 6:38 p.m.
- Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:38 p.m.

9.2 Motion was made by Councilman Klein Quinn, second by Councilman Degges, to approve Resolution No. 2015-09, a Resolution of the City Council of the City of Tomball, Texas Approving a Tax Exempt Financing to be Undertaken by the Riesel Education Facilities Corporation for the Benefit of Concordia Lutheran High School of North Harris County (*This is not a debt of the City of Tomball, and no public funds are involved in this financing.*)

Motion carried unanimously.

9.3 Consideration to approve **ZONING CASE P15-039**: Request by Diane Deaton, on behalf of Kathy A. Gibson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .32 acres of land, legally described as Lots 1 & 2, Block 3, Main Street – Tomball, within the City of Tomball, Harris County, Texas, generally located south of Barbara Street and west of South Vernon Street, from the Single-Family Residential-6 District to the Old Town & Mixed Use District

- Mayor Fagan opened the Public Hearing on **ZONING CASE P15-039** at 6:44 p.m.; the following comments were received:

Marilyn Higgins
714 Barbara, 77375

- Expressed her opposition to the proposed re-zoning request.

- | | |
|---|---|
| Rebecca Golemon
304 S. Vernon, 77375 | - Expressed her opposition to the proposed re-zoning request. |
| Gladys Cook
726 Barbara, 77375
3830 FM 391, 77855 | - Expressed her opposition to the proposed re-zoning request. |
| Les Lee
725 Barbara, 77375 | - Expressed his opposition to the proposed re-zoning request. |
| Earlene Schmidt
728 Barbara, 77375 | - Expressed her opposition to the proposed re-zoning request. |
| Peggy Hugonin
30507 Country Meadows, 77375 | - Her opposition to the proposed re-zoning request was read into the record. |
| Ramona Rudel
727 Barbara, 77375 | - Her opposition to the proposed re-zoning request was read into the record. |
| Billie Goad
703 Barbara, 77375 | - Her opposition to the proposed re-zoning request was read into the record. |
| Laura Golemon
304 Vernon, 77375 | - Her opposition to the proposed re-zoning request was read into the record. |
| Florence Martin
701 Barbara, 77375 | - Her opposition to the proposed re-zoning request was read into the record. |
| Larry & Peggy Hugonin
30507 Country Meadows, 77375 | - Email expressing opposition to the proposed re-zoning request was read into the record. |
| Leo Delaney
711 Barbara, 77375 | - Expressed his opposition to the proposed re-zoning request. |
- Receiving no public comments, Mayor Fagan closed the Public Hearing at 7:03 p.m. p.m.
 - Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2015-11 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. 2015-11, An Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately

0.32 Acres of Land, Legally Described as Lots 1 & 2, Block 3, Main Street – Tomball, Within the City of Tomball, Harris County, Texas, from the Single-Family Residential-6 District to the Old Town & Mixed Use District; Said Property being Generally Located South of Barbara Street and West of South Vernon 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 Hudgens	<u>Nay</u>
Councilman Stoll	<u>Nay</u>
Councilman Degges	<u>Nay</u>
Councilman Townsend	<u>Nay</u>
Councilman Klein Quinn	<u>Nay</u>

Motion FAILED unanimously.

- 9.4 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the Creation of a Depot Station Agent Sculpture Representing Tomball's Railroad Heritage and the Installation of the Piece on City Property, Not to Exceed \$35,000, as Recommended by the Tomball Tourism Advisory Committee. Vote was as follows:

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

Motion carried, 4 votes Aye, 1 vote Nay.

- 9.5 Motion was made by Councilman Townsend, second by Councilman Hudgens, to approve Contract between the City of Tomball and the Gulf Coast Chapter of the National Railway Historical Society regarding the Relocation of the Chapter's Houston Railroad Museum Collection to the City of Tomball.

Motion to AMEND was made by Councilman Townsend, second by Councilman Hudgens, to approve Contract between the City of Tomball and the Gulf Coast Chapter of the National Railway Historical Society regarding the Relocation of the Chapter's Houston Railroad Museum Collection to the City of Tomball, subject to insurance/indemnity requirements being included in the Contract as requested by Council.

Motion as AMENDED carried unanimously.

- 9.6 Motion was made by Councilman Degges, second by Councilman Stoll, to Reappoint Barbara Tague and Evelyn Torres to their respective positions on the Planning and Zoning Commission for Terms Expiring June 1, 2015.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Klein Quinn, second by Councilman Townsend, to approve a Two-Year Extension to the Current Engagement Agreement Letter with the Firm of Weaver and Tidwell, LLP, to Conduct City of Tomball Audits for Fiscal Years 2015 and 2016.

Motion carried unanimously.

- 9.8 Motion was made by Councilman Hudgens, second by Councilman Stoll, to read Ordinance No. 2015-10 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Hudgens, to adopt, on First Reading, Ordinance No. 2015-10, an Ordinance Creating City of Tomball, Texas, Reinvestment Zone No. 5; an Approximately 17.38-Acre Tract of Land, Being Part of the Tomball Business and Technology Park and Located Generally at the Northwest Corner of Holderrieth Road and Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herewith; and Providing for Severability (Packers Plus Energy Services (USA) Inc.). Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 9.9 Motion was made by Councilman Townsend, second by Councilman Stoll, to award Contract for COT Project Bid Number 2015-03, Tomball Business & Technology Park, Harris County Holderrieth Road & Hufsmith Kohrville Road Left Turn Lanes and Box Culverts, E&P Number 2013-10022, to Forde Construction Company, Inc. in the Amount of \$1,743,953.86.

Motion carried unanimously.

- 9.10 Motion was made by Councilman Klein Quinn, second by Councilman Stoll, to authorize the Mayor to Sign the Updated Harris County Emergency Management Plan Basic Plan Document. Vote was as follows:

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

Motion carried, 4 votes Aye, 1 vote Nay.

- 9.11 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Resolution No. 2015-10, a Resolution of the City Council of the City of Tomball, Texas, Sponsoring the July 4th Celebration, to be held in Tomball on Saturday, July 4, 2015, Closing State Highway Business 249 from Hicks Street to the North Entrance to the Kroger Parking Lot from 3:00 PM until 11:00 PM, and Authorizing the City Manager to issue a Letter to TxDOT Requesting the Closure of the Designated Portion of State Highway Business 249.

Motion carried unanimously.

- 9.12 Motion was made by Councilman Townsend, second by Councilman Hudgens, to Reject All Bids for City of Tomball Project No. 2015-04, Purchase of Cab Tractor with Boom Mower, and to approve Purchasing the Kubota Cab Tractor with Boom Mower Utilizing the TASB "Buy Board" Contract, in the Amount of \$112,185.20.

Motion carried unanimously.

- 9.13 Motion was made by Councilman Klein Quinn, second by Councilman Townsend, to approve the Dedication of a Utility Easement to Centerpoint for Underground Electrical Service to the Depot Plaza.

Motion carried unanimously.

- 9.14 Motion was made by Councilman Degges, second by Councilman Stoll, to approve **GATEWAY BUSINESS PARK**: A subdivision of 2.9894 acres of land situated in the Joseph House Survey, Abstract No. 20, Montgomery County, Texas.

Motion carried unanimously.

- 9.15 Discussion was held regarding Red Light Enforcement Cameras, Collections vs. Outstanding Balances, and Possible Collection Program

No action taken.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 1st day of June 2015.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Meeting Date: June 1, 2015

Data Sheet

Topic:

Adopt, on Second Reading, Ordinance No. 2015-10, an Ordinance Creating City of Tomball, Texas, Reinvestment Zone No. 5; an Approximately 17.38-Acre Tract of Land, Being Part of the Tomball Business and Technology Park and Located Generally at the Northwest Corner of Holderrieth Road and Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herewith; and Providing for Severability (Packers Plus Energy Services (USA) Inc.)

Background:

Packers Plus Energy Services (USA) Inc. has requested that the City consider a Tax Abatement agreement related to the company's proposed development of its U.S. Corporate Headquarters Campus on approximately 17.38 acres within the Tomball Business and Technology Park.

Before approving a Tax Abatement agreement, Council must designate a Reinvestment Zone for Tax Abatement--a geographic area in which abatement may be offered. A public hearing is required before passage of the designation ordinance; the public hearing was held at the May 4, 2015 Regular City Council meeting.

As required, the notice of public hearing was published in the Tomball-Magnolia Tribune and copies of the notice were delivered to all taxing authorities within whose jurisdiction the proposed zone would be located. At the time of posting, no other eligible jurisdiction has indicated intent to offer additional tax abatement within the zone.

Designation of the zone does not bind Council to approving any particular agreement.

A proposed tax abatement agreement between the City of Tomball and Packers Plus Energy Services (USA) Inc. will be presented to City Council for consideration at the June 1, 2015 Regular Meeting.

Origination:

Patrick Maguire, Regional General Manager, USA Packers Plus Energy Services (USA), Inc.

Recommendation:

Adopt Ordinance No. 2015-10 on Second Reading

Funding:

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

Kelly Violette, Executive Director - Tomball Economic Development Corporation

ACTION TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER
---	---	--------------

ATTACHMENTS:

Ordinance No. 2015-10

Packers Plus Energy Services Request Letter

ORDINANCE NO. 2015-10

AN ORDINANCE CREATING CITY OF TOMBALL, TEXAS, REINVESTMENT ZONE NO. 5; AN APPROXIMATELY 17.38 ACRE TRACT OF LAND, BEING PART OF THE TOMBALL BUSINESS AND TECHNOLOGY PARK AND LOCATED GENERALLY AT THE NORTHWEST CORNER OF HOLDERRIETH ROAD AND HUFSMITH-KOHRVILLE ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, on April 20, 2015, the City Council passed and approved a “Tax Abatement Policy;” and

WHEREAS, pursuant to that Policy, the City Council has received an application for creation of a reinvestment zone; and

WHEREAS, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 5; and

WHEREAS, notice was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No. 5 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 5 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to

attract major investment into the Zone that would benefit the property located therein and that will contribute to the economic development of the City of Tomball; 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 and are incorporated herein for all purposes.

Section 2. Reinvestment Zone No. 5 is hereby created for the purpose of encouraging economic development through tax abatement. A metes and bounds description of the property that comprises said Reinvestment Zone No. 5 is attached hereto as Exhibit “A” and incorporated herein as though it was set forth in its entirety in this Ordinance. Improvements and personal property constructed, erected, or placed within Reinvestment Zone No. 5 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. This designation shall be effective for a period of five (5) years, commencing on the date of adoption hereof. The expiration of the designation shall not affect an existing tax abatement agreement made under the provisions of the Texas Tax Code.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 18TH DAY OF MAY 2015.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 1ST DAY OF JUNE 2015.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

EXHIBIT "A"

PROPERTY DESCRIPTION

**DESCRIPTION OF A 17.3578 ACRES
(756,107.25 SQ. FT.) TRACT OF LAND SITUATED
IN THE ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS**

Being a 17.3578-acre (756,107.25 square foot) tract of land situated in the Elizabeth Smith Survey, A-70, City of Tomball, Harris County, Texas. Said 17.3578-acre tract being out of Lot 4 of the Tomball Business and Technology Park plat as recorded under Film Code No. 653006 of the Harris County Map Records, Harris County, Texas and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, NAD 83, South Central Zone No. 4204 (the coordinates shown hereon are surface and may be brought to the grid by applying the combined scale factor of 0.999942131):

BEGINNING at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of Hufsmith Kohrville Road (right-of-way varies) recorded under Volume 2549, Page 325 of the Harris County Deed Records and in the northeast corner of Unrestricted Reserve "A", of Yam Plaza, recorded under Film Code 594151 of the Harris County Map Records, Harris County for the southwest corner of said tract herein described;

THENCE, South 84 deg. 40 min. 07 sec. West, with the north line of the said Unrestricted Reserve "A", of Yam Plaza, and a south line of said tract herein described, a distance of 386.51 feet from which a found 5/8-inch iron rod with cap bears North 00° 07' West, a distance of 0.31 feet, for an angle point of said tract herein described;

THENCE North 61 deg. 02 min. 11 sec. West, over and across said Lot 4 of Tomball Business and Technology Park and a south line of said tract herein described, a distance of 109.72 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a non-tangent curve to the left;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the left, having a radius of 60.00 feet, a central angle of 177 deg. 28 min. 29 sec., a chord bearing N 59 deg. 46 min. 26 sec. W, a chord distance of 119.97 feet and an arc length of 185.85 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a reverse curve to the right;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the right, having a radius of 25.00 feet, a central angle of 49 deg. 40 min. 47 sec., a chord bearing S 56 deg. 19 min. 43 sec. W, a chord distance of 21.00 feet and an arc length of 21.68 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of tangency of said tract herein described;

THENCE South 81 deg. 10 min. 07 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 565.44 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 54 deg. 56 min. 00 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 28.82 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point in the east right-of-way line of South Persimmon Street (right-of-way varies) recorded under Film Code No. 653006, of the Map Records of Harris County, Texas and the west corner of said tract herein described;

THENCE North 08 deg. 49 min. 53 sec. West, with the east right-of-way line of said South Persimmons Street, and a west line of said tract herein described, a distance of 53.03 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a tangent curve to the left;

THENCE in a northerly direction, with the east right-of-way line of said South Persimmons Street, and with a west line of said tract herein described, along said curve to the left, having a radius of 1,040.00 feet, a central angle of 20 deg. 11 min. 11 sec., a chord bearing N 18 deg. 55 min. 28 sec. W, a chord distance of 364.52 feet and an arc length of 366.41 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southerly-most southeast cutback corner of the intersection of the east right-of-way line of South Persimmon Street and the south right-of-way line of said Spell Road (80' ROW) as recorded under Film Code No. 653006, of the Map Records of Harris County, Texas for the westerly most northwest corner of said tract herein described;

THENCE North 13 deg. 50 min. 50 sec. East, with the southeast right-of-way line of said cutback corner, with the northwest line of said tract herein described, a distance of 36.24 feet to a point in the south right-of-way line of said Spell Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a west corner of said tract herein described;

THENCE North 57 deg. 24 min. 03 sec. East, with the south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 54.60 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a tangent curve to the right;

THENCE in a easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the right, having a radius of 960.00 feet, a central angle of 24 deg. 29 min. 38 sec., a chord bearing N 69 deg. 38 min. 51 sec. E, a chord distance of 407.28 feet and an arc length of 410.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of tangency of said tract herein described;

THENCE North 81 deg. 53 min. 40 sec. East, with the south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 463.44 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a tangent curve to the right;

THENCE in an easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the right, having a radius of 530.00 feet, a central angle of 11 deg. 08 min. 52 sec., a chord bearing N 87 deg. 28 min. 06 sec. E, a chord distance of 102.96 feet and an arc length of 103.12 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a reverse curve to the left;

THENCE in an easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the left, having a radius of 530.00 feet, a central angle of 11 deg. 08 min. 52 sec., a chord bearing N 87 deg. 28 min. 06 sec. E, a chord distance of 102.96 feet and an arc length of 103.12 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of tangency of said tract herein described;

THENCE North 81 deg. 53 min. 40 sec. East, with a south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 172.42 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the north cutback corner of the intersection of the south right-of-way line of said Spell Road and the west right-of-way line of said Huffsmith Kohrville Road for the northerly most northeast corner of said tract herein described;

THENCE South 52 deg. 26 min. 00 sec. East, with the southwest right-of-way line of said cutback corner, with the northeast line of said tract herein described, a distance of 34.95 feet to a point in the east right-of-way line of said Huffsmith Kohrville Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a non-tangent curve to the right;

THENCE in an southerly direction, with a west right-of-way line of said Huffsmith Kohrville Road, and with an east line of said tract herein described, along said curve to the right, having a radius of 1950 feet, a central angle of 06 deg. 31 min. 05 sec., a chord bearing S 03 deg. 08 min. 32 sec. E, a chord distance of 221.71 feet and an arc length of 221.83 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of tangency of said tract herein described;

THENCE South 00 deg. 07 min. 01 sec. West, with the west right-of-way line of said Huffsmith Kohrville Road, and with the east line of said tract herein described, a distance of 455.26 feet to the **POINT OF BEGINNING** and containing 17.3578 acres (756,107.25 square feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:

Weisser Engineering Company
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No. IG046 (2418-001)
Date: 05/05/2015



Do It Once
Do It Right

5825 N. Sam Houston Pkwy. West, Suite 150 Houston, TX 77086 Ph: (832)-484-8067 Fax: (832)-484-1556

Tomball City Hall
Attn: Ms. Doris Speer
City Secretary
401 Market Street
Tomball, TX 77375

February 15, 2015

Dear Ms. Speer,

In keeping with Section 5 of the City of Tomball Tax Abatement Policy (CTTAP), Packers Plus Energy Services (USA), Inc. is submitting this letter as application for tax abatement for the proposed campus we are considering in the new Tomball Industrial Park.

As shown on the attached proposed site plan, the campus is to be constructed on 16.40 net acres and will consist of three structures: 1) a 237,000 sq. ft. manufacturing tilt-wall facility; 2) a 50,000 sq. ft. tilt-wall research and development facility and; 3) a 40,000 sq. ft. steel frame and glass corporate office.

Upon completion of the campus we will have approximately 150 employees working out of the combined facility. Attached you will find the Economic Impact Data Sheet that we submitted to Kelly Violette on January 19th of this year addressing, among other things, anticipated increase in headcount moving forward, average salary, the estimated inventory that we will be carrying (all of which will be stored indoors at either the R&D or Manufacturing facility) and our predicted annual sales in the Tomball area. Please note that any additional growth in headcount will be in accordance with section 5c of the CTTAP and that no undocumented workers will be employed by Packers Plus.

Construction of the Packers Plus campus will be staged to accommodate our current lease expirations. The following table provides the anticipated start and completion dates for the three structures.

Structure	Approximate Start	Approximate Completion
R&D Facility	Q2 2015	Q2 2016
MX Manufacturing Facility	Q1 2016	Q2 2017
Corporate Office	Q2 2017	Q2 2018

Packers Plus is a cutting edge oilfield service company that has revolutionized the down-hole completion equipment industry through our state-of-the-art automated manufacturing process.

That being said, the cost of tooling-up for the significant growth we expect to see over the next several years will be substantial. To ensure our success, it is imperative that we carry out an expansion of this magnitude in a suitable tax environment. It is for this reason that we are seeking tax abatement from the City of Tomball.

Your earliest response to this letter would be greatly appreciated.

Yours truly,

A handwritten signature in blue ink, appearing to read 'P. Maguire', with a stylized flourish at the end.

Patrick Maguire
Regional General Manager, USA
Packers Plus Energy Services (USA), Inc.

Economic Impact Data Sheet

Tomball Economic Development Corporation

The information requested on this form will be used by the Tomball Economic Development Corporation to prepare an economic impact analysis of your firm or project. Enter data in the blue cells below. You may also enter additional information or notes in other areas of this worksheet, to the right in column K or insert rows to enter other data.

Some standard defaults are entered in the data sheet already. You may change these defaults as appropriate.

Please enter information in the blue cells below and e-mail this completed survey form to:

Kelly Violette, AICP
Executive Director
Tomball EDC
29201 Quinn Road, Suite B
Tomball, TX 77375

Phone: 281.401.4086
Fax: 281.351.7223
E-mail: kviolette@tomballtxedc.org

Please call if you have any questions.

About the Firm

Name of the firm:	Packers Plus Energy Services (USA) Inc.	
Current Address:	5825 North Sam Houston Parkway West	
	Suite 150	
	Houston, TX 77086	
Phone Number:	832-484-8067	Fax Number: n/a
Person completing this form:	Patrick Maguire, Regional General Manager, USA	
Name of project:	Packers Plus Energy Services US Campus	

Is or will the firm be located in the city limits?

☒ Yes

Description of the firm's plans to startup, expand or relocate to the community:

(Enter any narrative below to describe the firm and its plans to startup, expand or locate in the community. This description will be shown in the report.)

Packers Plus is an oilfield service company that manufactures, assembles and installs downhole completion systems that cater primarily to the multi-stage fracturing business. The company has been in the USA for 8 years and has grown dramatically over that period of time. Given the anticipated future growth for the company it has been decided that a new facility is necessary. Further, the desire is to pull all three facets of the business together on one location, or campus. The new facility will consist of a 237,000 sq. ft. manufacturing building, a 50,000 sq. ft. R&D structure and a multi-storey 20,000 sq. ft. footprint corporate office.

The firm's primary North American Industry Classification System (NAICS)

211111

Example: 221119. A six-digit NAICS code should be entered for the program to correctly calculate indirect and induced benefits from the firm's operations. If the NAICS is unknown enter 0 as a default NAICS allowing the program to use default indirect earnings and employment multipliers.

The Firm's Taxable Assets, Employees and Operations

The Firm's Investments, Assets and Construction:

(New or additional property purchased or constructed each year facility that will be on local property tax rolls on January 1)

The investments at the firm's facility each year:

Year	Land	Buildings and Other Real Property Improvements	Furniture, Fixtures and Equipment	Total
1	\$1,800,000	\$6,500,000	\$200,000	\$8,500,000
2		\$9,000,000	\$300,000	\$9,300,000
3		\$3,800,000	\$50,000	\$3,850,000
4			\$30,000	\$30,000
5			\$10,000	\$10,000
6			\$10,000	\$10,000
7			\$10,000	\$10,000
8			\$10,000	\$10,000
9			\$10,000	\$10,000
10			\$10,000	\$10,000
Total	\$1,800,000	\$19,300,000	\$640,000	\$21,740,000

Are building and improvements costs above for new construction?

☒ Yes

Percent of construction costs for materials and labor:

Materials	50%
Labor	50%

Percent of construction materials that will be purchased in the city and be subject to sales taxes:

20%

Percent of taxable spending by construction workers in the city and subject to sales taxes:

30%

Percent of furniture, fixtures and equipment to be purchased in the city and subject to sales taxes:

20%

Expected city building permits and other fees to be paid during construction, if applicable:

Year	Total City Permits and Fees
1	\$22,960
2	\$70,660
3	\$0
4	\$16,240
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$109,860

Estimated taxable inventories, at the end of each year:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

	Year	Total Inventories
Percent of annual increase after Year 1:	1	\$25,000,000
2%	2	\$25,500,000
	3	\$26,010,000
	4	\$26,530,200
	5	\$27,060,804
	6	\$27,602,020
	7	\$28,154,060
	8	\$28,717,142
	9	\$29,291,485
	10	\$29,877,314

The firm's annual utilities:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:

Year	Water	Wastewater	Solid Waste	Electricity	Natural Gas	Cable	Telephone
1	\$2,727	\$1,633	\$28,127	\$176,413	\$36,000	\$5,409	\$17,704
2	\$2,782	\$1,666	\$28,690	\$179,941	\$36,720	\$5,517	\$18,058
3	\$2,837	\$1,699	\$29,263	\$183,540	\$37,454	\$5,628	\$18,419
4	\$2,894	\$1,733	\$29,849	\$187,211	\$38,203	\$5,740	\$18,788
5	\$2,952	\$1,768	\$30,446	\$190,955	\$38,968	\$5,855	\$19,163
6	\$3,011	\$1,803	\$31,054	\$194,774	\$39,747	\$5,972	\$19,547
7	\$3,071	\$1,839	\$31,676	\$198,670	\$40,542	\$6,091	\$19,938
8	\$3,132	\$1,876	\$32,309	\$202,643	\$41,353	\$6,213	\$20,336
9	\$3,195	\$1,913	\$32,955	\$206,696	\$42,180	\$6,338	\$20,743
10	\$3,259	\$1,952	\$33,614	\$210,830	\$43,023	\$6,464	\$21,158
Total	\$29,860	\$17,881	\$307,983	\$1,931,673	\$394,190	\$59,227	\$193,854

Number of telephone lines at the firm:

Percent of the firm's utility usage for manufacturing or processing operations:

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Year	The Firm's Taxable Purchases	The Firm's Taxable Sales
1	\$310,000	\$0
2	\$316,200	\$0
3	\$322,524	\$0
4	\$328,974	\$0
5	\$335,554	\$0
6	\$342,265	\$0
7	\$349,110	\$0
8	\$356,093	\$0
9	\$363,214	\$0
10	\$370,479	\$0
Total	\$3,394,414	\$0

Percent of annual increase after Year 1:	2%	2%
--	----	----

Number of new full-time jobs to be added in the city each year:

(Enter only the additional jobs added in the city each year.)

* If the business is relocating from outside of the city, the year 1 value should include jobs transferred to the city in year 1 and new positions hired, if any.

Year	New Jobs added in the city each year
1*	27
2	22
3	26
4	30
5	35
6	40
7	42
8	36
9	43
10	52
Total	353

New employees moving to the city:

(Enter a percent below or enter appropriate amounts for each year.)

Percent of total new
workers moving to the city
10.0%

Year	Number of new employees moving to the city
1	3
2	2
3	3
4	3
5	4
6	4
7	4
8	4
9	4
10	5
Total	36

Average annual salaries of new employees in the first year:	\$60,000
Percent of expected annual salary increases after Year 1:	4.0%
Percent of workers in new indirect and induced jobs that will move to the city for the job:	10%
Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city:	10%
Household size of a typical new worker moving to the city:	2,500.00
Number of school children in a typical worker's household	0.40
Percent of taxable shopping by a typical new worker that will be in the city:	35%

Expected Out-of-Town Visitors to the Firm:

Number of out-of-town visitors expected at the firm in the first year:	240
Percent of annual increase in the number of visitors:	1%
Average number of days that each visitor will stay in the city:	5
Average daily taxable visitor spending, excluding lodging in the city:	\$75
Average number of nights that a typical visitor will stay in a motel in the city:	5
Average nightly room rate in a local motel:	\$125

Expected Out-of-Town Truckers Loading or Unloading at the Firm

Number of out-of-town truckers expected to load or unload at the firm in the first year:	96
Percent of annual increase in the number of out-of-town truckers:	10%
Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm:	\$50.00
Percent of truckers that will stay one night in a local hotel or motel:	15%

Regular City Council

Agenda Item

Meeting Date: June 1, 2015

Data Sheet

Topic:

Approve Resolution No. 2015-11, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 43rd Annual Tomball Night and Parade, to be held in Tomball on Friday, August 7, 2015

Background:

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 43rd Annual Tomball Night and Parade, to be held on Friday, August 7, 2015.

The Chamber requests the assistance of the Tomball Fire, Police, and Public Works Department personnel; furnishing of electric service from the Tax office on Walnut Street, the Depot, at the 100 and 200 blocks of Market Street, the alley on the south side of Main between Cherry and Oak, and at 200 South Walnut, and closure of the following streets on Friday night only:

- from 2:00 p.m. until 11:00 p.m. – the 100, 200, and 300 blocks of Market Street and the 100 block of South Elm;
- from 3:00 p.m. until 11:00 p.m. – the 100 block of North Walnut, between Commerce and Main Streets, and the 100 and 200 blocks of Commerce Street; and
- from 5:00 p.m. until 11:00 p.m. – South Walnut, between Market and Main Streets, and Sycamore, from Main Street south.

Tomball Night will begin at 2:00 p.m. on Friday with a night parade, fireworks, and other festivities on Friday night and extended shopping sales events through Sunday. A new Health and Wellness Fair has been added this year, to take place in the Tomball Community Center, from 4:00 p.m. to 8:00 p.m. on August 7.

The Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Pyrotechnico, and approval for the use and waiver of fees to use the Tomball Community Center, both as a "cool zone" and for the Health and Wellness Fair.

The Chamber's request and a map of the requested street closures are presented, along with Resolution No. 2015-11.

Fire Department expenses are minimal, approximately \$75 in fuel and support provided by volunteer firefighters. Public Works expenses to support Tomball Night include personnel time, refuse management, and fuel, approximately \$1,300. Waiver of the rental fee and personnel expenses for the use of the Community Center for the Health and Wellness Fair and as a "cool zone" after hours is approximately \$500-\$600, depending on the number of hours the Chambers uses the facility. Police Department expenses should also be minimal.

Origination:

Greater Tomball Area Chamber of Commerce

Recommendation:

Approval of Resolution No. 2015-11

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Resolution No. 2015-11

GTACC Request

Map

Fireworks Information

RESOLUTION NO. 2015-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, SUPPORTING THE 43RD ANNUAL TOMBALL
NIGHT AND PARADE, TO BE HELD IN TOMBALL ON FRIDAY,
AUGUST 7, 2015.**

* * * * *

WHEREAS the Greater Tomball Area Chamber of Commerce will present the 43rd *Annual Tomball Night* on Friday, August 7, 2015, beginning at 2:00 p.m., including a new Health and Wellness Fair, and ending with a night parade and fireworks display under the direction of Pyrotecnico's highly trained and licensed pyrotechnicians; and

WHEREAS *Tomball Night* is a unique way to showcase Tomball's many attractions and an opportune time to encourage citizens to shop Tomball throughout the rest of the year; and

WHEREAS *Tomball Night* has become Tomball's biggest shopping night, drawing shoppers from surrounding areas including Magnolia, Spring, Houston and The Woodlands to enjoy the sales, discounts, other great values and many planned activities sponsored by Tomball's retail community; and

WHEREAS *Tomball Night* includes many cash and merchandise prizes from participating Tomball businesses for *Tomball Night* shoppers; and

WHEREAS the Greater Tomball Area Chamber of Commerce desires and requests the support and endorsement of the City of Tomball in this city-wide effort, through the assistance of the Tomball Fire, Tomball Police, and Tomball Public Works Department personnel; furnishing of electrical service from the Harris County Tax Assessor-Collector's office on Walnut Street, by the Depot, at the 100 and 200 blocks of Market Street, the alley on the south side of Main between Cherry and Oak, and at 200 South Walnut; and the closure of the following streets on Friday night only:

- * from 2:00 p.m. until 11:00 p.m. – the 100, 200, and 300 blocks of Market Street and the 100 block of South Elm Street;
- * from 3:00 p.m. until 11:00 p.m. – the 100 block of North Walnut, between Commerce and Main Streets, and the 100 and 200 blocks of Commerce Street; and
- * from 5:00 p.m. until 11:00 p.m. – South Walnut, between Market and Main Streets, and Sycamore Street, from Main Street south; and

WHEREAS the Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Pyrotechnico, and use of electricity on Walnut Street, by the Depot, the 100 and 200 blocks of Market Street, the alley on the south side of Main between Cherry and Oak, and at 200 South Walnut; and

WHEREAS the Chamber requests the use of the Tomball Community Center, both as a “cool zone” to offset some of the heat-related issues of past years and for the new Health and Wellness Fair, to be held from 4 p.m. to 8 p.m., and requests waiver of the rental fee;

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the *42nd Annual Tomball Night* and pledges to encourage this effort to showcase Tomball;

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 1ST DAY OF JUNE, 2015.

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary



May 27, 2015

City of Tomball
401 Market Street
Tomball, Texas 77375

RE: Tomball Night Street Closures, Electricity and Community Center Usage

Dear George,

We are anticipating a fabulous 43rd Annual **Tomball Night**, Friday, August 7, 2015 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past several years. This year we are planning to add a Health and Wellness Fair to the festivities. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

The Greater Tomball Area Chamber of Commerce is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Pyrotechnico, a highly trained and licensed pyrotechnician.

To insure the safety of the many visitors that will be in Tomball on Friday, August 7, 2015 and the multiple number of vendors we are expecting, we are asking for street closures for the following streets on Friday night only from

2:00 p.m. until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

From 3:00 p.m. until 11:00 p.m.

- 100 N. Walnut – between Commerce and Main St.
- 100 & 200 blocks Commerce St.

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

Enclosed is a map for your review. We are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on south side of Main between Cherry and Oak and at 200 S. Walnut.

Finally, in the past we have used the Tomball Community Center to offset some of the heat related issues as a “cool zone.” This year we would like to add a Health and Wellness Fair to Tomball Night and hold it within the Tomball Community Center. The Health and Wellness Fair would take place on August 7 from 4pm to 8pm. The Chamber’s new committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events. Any proceeds received from the Health & Wellness Fair will go to the Chamber to continue its mission.

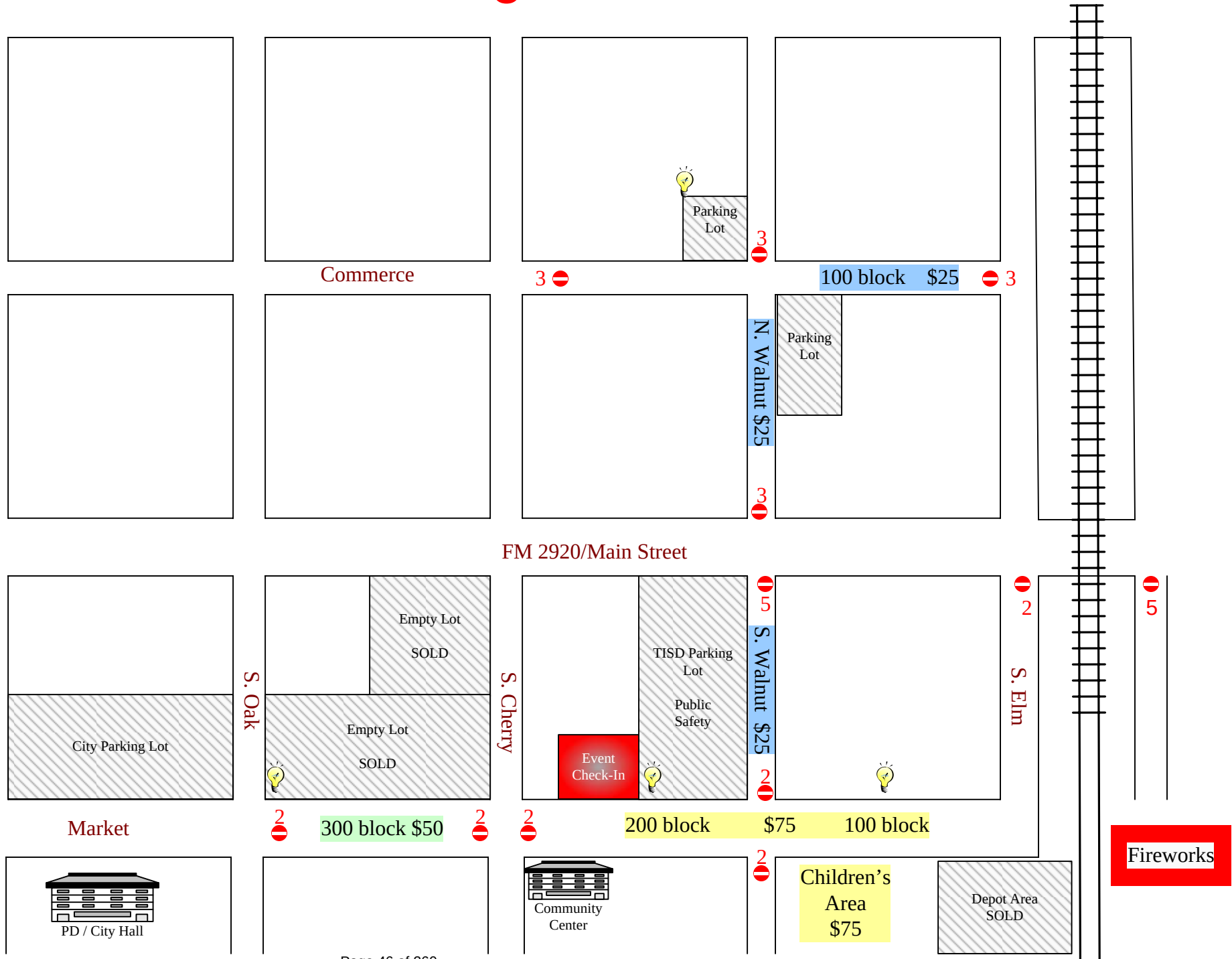
We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,



Bruce Hillegeist
President

Tomball Night Downtown





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Melanie Allen

PHONE (A/C, No, Ext): 800-476-2211

FAX (A/C, No):

E-MAIL ADDRESS: mall@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :RLI Insurance Company

13056

INSURER B :Lexington Insurance Company

19437

INSURER C :See Below

INSURER D :

INSURER E :

INSURER F :

INSURED
Pyrotechnico Fireworks, Inc.
P.O. Box 149
New Castle, PA 16103

COVERAGES

CERTIFICATE NUMBER:4XYMD2DY

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			015375417	01/14/2015	01/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy Aggregate: \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS Trlr InterChg \$1mil ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			LFT0012743	01/14/2015	01/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$2500 deductible Coll. \$2500 deductible
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			015375365	01/14/2015	01/14/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			738720960407-California Ins. Co (NAIC# 38865) 738720960406-Continental Indemnity Co.(NAIC# 28258) (Blanket Waiver of Subrogation Incl'd)	06/07/2013	06/07/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Evidence of Insurance
..

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

8-PA-073-23-5J-12122

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

September 1, 2015

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

299 WILSON RD
NEW CASTLE, PA 16101-

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

S VITALE PYROTECHNIC INDUSTRIES INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete S VITALE PYROTECHNIC INDUSTRIES INC, 299 WILSON RD, 16101-8-PA-073-23-5J-12122, September 1, 2015, 23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: S VITALE PYROTECHNIC INDUSTRIES INC

Business Name: PYROTECNICO

License/Permit Number: 8-PA-073-23-5J-12122

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: September 1, 2015

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Regular City Council

Agenda Item

Meeting Date: June 1, 2015

Data Sheet

Topic:

Approve Tax Abatement Agreement between City of Tomball and Packers Plus Energy Services (USA), Inc. for Improvements to be Constructed in Tax Abatement Reinvestment Zone No. 5

Background:

The draft Tax Abatement Agreement between the City of Tomball and Packers Plus Energy Services (USA), Inc., covering the improvements to be constructed in Reinvestment Zone No. 5, is attached.

The project includes the construction of a 50,000 sq. ft. Research & Development facility, a 237,000 sq. ft. manufacturing building, and a multi-story 40,000 sq. ft. corporate office building on 17.38 acres within the Tomball Business & Technology Park. The development is proposed to be phased over several years with the Research & Development facility being constructed within the first year of closing, the manufacturing building being constructed in the second year and the corporate office being constructed in the third year. The estimated capital investment for this project is \$21,740,000.

The project is anticipated to create 353 new full-time jobs within the City of Tomball, with 172 of the jobs being created in the first five years of operation.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated five year net benefit to the City is \$874,725 (\$1,964,392 over ten years).

The estimated value of the ten-year 100% Tax Abatement is \$665,503. The agreement has been structured to accommodate the phasing of the project as described above. The Tax Abatement for each improvement shall begin on January 1st of the year following the issuance of a Certificate of Occupancy by the City for each phase.

Origination:

Patrick Maguire, Regional General Manager, USA Packers Plus Energy Services (USA), Inc.

Recommendation:

Approval of Tax Abatement agreement

Funding:

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

Kelly Violette - Executive Director Tomball Economic Development Corporation

APPROVAL ☐ YES ☐ NO	ACTION TAKEN READINGS PASSED ☐ 1ST ☐ 2ND	OTHER
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ATTACHMENTS:

Draft Tax Abatement Agreement - Packers Plus - Redlined Version with Exhibits A, B, C and D

Economic Impact Analysis Report- Packers Plus

**TAX ABATEMENT AGREEMENT
BETWEEN THE
CITY OF TOMBALL, TEXAS
AND
PACKERS PLUS ENERGY SERVICES (USA), INC.**

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

THIS TAX ABATEMENT AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF TOMBALL, TEXAS**, a home rule city situated in Harris County, Texas ("City"), and **PACKERS PLUS ENERGY SERVICES (USA), INC.** ("Packers Plus"), the owner of a tract of land with improvements, and the improvements to be constructed thereon, within Reinvestment Zone No. 5 (hereinafter defined).

WHEREAS, Packers Plus is the owner of a 17.38 acre tract of land located in Harris County, Texas (the "Property"), as defined in Section 2 of this Agreement; and

WHEREAS, Packers Plus desires to construct new facilities in phases (the "Improvements" as defined in Section 2 of this Agreement) on the Property; and

WHEREAS, the City and Packers Plus wish to enter into a tax abatement agreement, which will provide for a ten (10) year tax abatement period that will commence on January 1, of the year following the issuance of a Certificate of Occupancy by the City for each phase of the Improvements;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Packers Plus and the City hereby agree as follows:

1. **Authorization.** This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, as amended, and the Tax Abatement Policy adopted by the City of Tomball, Texas, adopted by the City Council of the City on April 20, 2015. The City Council has determined that the terms of the Agreement and the property subject to this Agreement meet the provisions of the Tax Abatement Policy adopted by the City.

2. **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

 "Packers Plus" shall mean Packers Plus Energy Services (USA), Inc., the entity that owns the Property on the date taxes are abated under this Agreement or any other person or entity to which this Agreement is assigned, in accordance with this Agreement.

"Certified Appraised Value" shall mean the appraised value of the Property and existing improvements as certified by the Harris County Appraisal District.

"City" shall mean the City of Tomball, Texas.

"City Council" shall mean the governing body of the City.

"Improvements" shall mean the buildings and structures (or portions thereof) and other improvements, including fixed machinery, equipment and process units, used for commercial or industrial purposes, which are erected or expanded by Packers Plus on the Property, as contemplated by Section 6 herein, and generally identified and described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Improvements shall be referred to in this Agreement in the following phases:

"Phase I Improvements" shall mean the Improvements on the portion of the Property shown as Phase I on Exhibit "B" attached hereto, the same being the site for a proposed 50,000 square foot RTD facility located in the southeast portion of the Property.

"Phase II Improvements" shall mean the Improvements on the portion of the Property shown as Phase II on Exhibit "B" attached hereto, the same being the site for a proposed 237,000 square foot manufacturing facility located in the northwest portion of the Property.

"Phase III Improvements" shall mean the Improvements on the portion of the Property shown as Phase III on Exhibit "B" attached hereto, the same being the site for a proposed 40,000 corporate office facility located in the northeast portion of the Property.

"Property" shall mean the 17.38 acre tract of land described in Exhibit "C" attached hereto and incorporated herein for all purposes, and all Improvements and Tangible Personal Property currently located thereon, which tract of land is located within Reinvestment Zone No. 5 of the City.

"Reinvestment Zone No. 5" shall mean that certain area qualifying for tax abatement pursuant to the Tax Abatement Policy adopted by the City of Tomball, Texas, and City of Tomball Ordinance No. , 2015-10, a copy of which is attached hereto as Exhibit "C" and incorporated herein for all purposes.

"Tangible Personal Property" shall mean tangible personal property classified as such under state law, but excluding tangible personal property that was located on the Property at any time prior to the date of execution of this Agreement, and also excluding tangible personal property taxable by the City while owned by Packers Plus any time prior to the date of execution of this Agreement, and excluding inventory and supplies.

3. **Administration of Agreement.** This Agreement shall be administered by the City Manager or designee of the City.

4. **Term.** This Agreement shall be effective as of the date of execution hereof and shall continue through December 31, 2030, unless terminated earlier, as provided elsewhere herein; provided, however, that the ten-year abatement period herein provided for shall not commence until January 1 on the year following the issuance of a Certificate of Occupancy by the City for the Phase I Improvements, Phase II Improvements, and Phase III Improvements, respectively. For purposes of clarification the Tax Abatement for each phase shall begin on January 1 of the year following the issuance of a Certificate of Occupancy by the City for such phase. Provided, however, that no tax abatement provided by this Agreement begin after the expiration of five (5) years from the creation of Reinvestment Zone No. 5.

5. **Tax Abatement.** Subject to limitations imposed by law and conditioned on the representations outlined in Section 6 hereinbelow, there shall be granted and allowed hereunder to Packers Plus a property tax abatement equal to one-hundred percent (100%) of the taxable value on the Improvements constructed or expanded hereunder on the Phase I Improvements, Phase II Improvements and Phase III Improvements and the Tangible Personal Property located thereon subsequent to the date hereof; provided, however, if the Certified Appraised Value of the Property is less than the Certified Appraised Value as of January 1, 2016, for any year during the term of this Agreement, such abatement shall not apply to the Improvements and Tangible Personal Property to the extent of the difference between the Certified Appraised Value of the Property for such year and the Certified Appraised Value of the Property as of January 1, 2016. The property tax abatement granted and allowed hereunder shall extend only to all real and personal property ad valorem taxes assessable on the Improvements, as constructed or expanded, and Tangible Personal Property; the Certified Appraised Value of the real property shall be fully taxable.

6. **Representations.**

(a) Packers Plus represents that (1) it has or will have an increased taxable interest with respect to Improvements and Tangible Personal Property placed on the Property; (2) the Improvements and Tangible Personal Property to be constructed and/or placed on the Property pursuant to the Agreement shall be as set forth and described in Packers Plus's letter dated February 15, 2015, attached hereto as Exhibit "A", and incorporated herein for all purposes; (3) all Improvements placed on the Property will be completed in a workmanlike manner and will be completed in accordance with the City building codes in effect at the time such Improvements are erected; (4) the Phase I Improvements will have a Certified Appraised Value of not less than Six Million, Five Hundred Thousand Dollars (\$6,500,000.00), Tangible Personal Property in an amount not less than Two Hundred Thousand Dollars (\$200,000.00), and will establish an increased employment level of not less than 27 full-time employees by January 1 on the year following the issuance of a Certificate of Occupancy for the Phase I Improvements; (5) the Phase II Improvements will have a Certified Appraised Value of not less than Nine Million Dollars (\$9,000,000.00), Tangible Personal Property in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), and will establish an increased employment level of not less than 22 full-time employees by January 1 on the year following the issuance of a Certificate of Occupancy for the Phase II Improvements; (6) the Phase III Improvements will have a Certified Appraised Value of not less than Three Million, Eight Hundred Thousand Dollars (\$3,800,000.00), Tangible Personal Property in an amount not less than Fifty Thousand Dollars (\$50,000.00), and it

will establish an increased employment level of not less than 26 full-time employees by January 1 on the year following the issuance of a Certificate of Occupancy for the Phase III Improvements (7) it will maintain on the Property said Tangible Personal Property or similar Tangible Personal Property of equal or greater value through December 31, 2030; (6) it shall maintain on the Property the increased employment levels in each phase through the remainder of the term of this Agreement; (8) it has, as of the effective date of this Agreement, the financial resources to implement the above respective representations; and (9) it will comply with all applicable laws, rules, regulations, and provisions of the Code of Ordinances of the City. In addition to the increased employment levels set forth above, Packers Plus will establish an increased employment level in all three phases of not less than 172 full-time employees by the fifth year following the execution of this Agreement and an increased employment level of 353 full-time employees by the tenth year of this Agreement. Packers Plus shall maintain such increased employment level through the remainder of the term of this Agreement.

(b) The City represents that (1) Reinvestment Zone No. 5 has been created in accordance with Chapter 312 of the TEXAS TAX CODE and the Guidelines and Criteria for Granting Tax Abatement in Reinvestment and Enterprise Zones created in the City of Tomball, Texas, as both exist on the effective date of this Agreement; (2) the Property is within such Zone; and (3) the Property is located within the corporate limits of the City.

(c) Packers Plus and the City represent that no member of the City Council or Planning Commission owns or leases the Property, Improvements, or Tangible Personal Property.

7. **Administrative.**

(a) Access to and Inspection of Property by Municipal Employees. Packers Plus shall allow the City's employees and/or designated representatives of the City access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the terms of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Packers Plus twenty-four (24) hours advance notice and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Packers Plus and in accordance with all applicable safety standards. Upon completion of construction, the designated representative of the City shall evaluate annually each facility receiving abatement to ensure compliance with the Agreement, and a formal report shall be made to the City Council.

(b) On January 1st of each year that this Agreement is in effect, Packers Plus shall certify to the City, and to the governing body of each taxing unit, that Packers Plus is in compliance with each applicable term of this Agreement.

(c) The Chief Appraiser of the Harris County Appraisal District shall determine annually (i) the Certified Appraised Value of the Property, Improvements, and Tangible Personal Property and (ii) the taxable value, pursuant to the terms of abatement under

this Agreement, of the Property, Improvements, and Tangible Personal Property. The Chief Appraiser shall record both the abated taxable value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the term of this Agreement, each year, Packers Plus shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

8. **Default.**

(a) The City may declare a default hereunder if Packers Plus (1) fails, refuses, or neglects to comply with any of the terms, conditions, or representations of this Agreement and fails to cure during the cure period; or (2) allows ad valorem taxes owed to the City to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest.

(b) If the City declares a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the City, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement. The City shall notify Packers Plus of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Packers Plus shall have sixty (60) days from the date of such notice to cure any default; provided, however, where fulfillment of any obligation requires more than sixty (60) days, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured. If the default cannot be cured, or if Packers Plus fails to cure within the period herein specified, Packers Plus shall be liable for and will pay to the City within sixty (60) days following the termination of this Agreement (1) the amount of all property taxes abated under this Agreement, (2) interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes, and (3) penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes.

(c) Notwithstanding any other provision contained herein to the contrary, in the event of termination of this Agreement due to the default of Packers Plus, Packers Plus' obligation to pay the City any property taxes that have been abated on Improvements and Tangible Personal Property, plus applicable penalty and interest thereon as herein provided, shall not terminate until the abated taxes, plus penalty and interest, are paid.

9. **Changes in Tax Laws.** The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

10. **Compliance with State and Local Regulations.** Nothing in this Agreement shall be construed to alter or affect the obligations of Packers Plus to comply with any ordinance, rule, or regulation of the City or laws of the State of Texas.

11. **Assignment of Agreement.** This Agreement may not be assigned by Packers Plus without the approval of the City by resolution of the City Council. The approval of any assignment shall be subject to the financial capacity of the assignee and will require that all conditions and obligations in this Agreement shall be assumed by the assignee. No assignment shall be approved if (a) the City has declared a default hereunder that has not been cured, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the City. Approval by the City shall not be unreasonably withheld.

12. **Conditions Precedent.** This Agreement is conditioned entirely upon (a) the approval of the City Council by the affirmative vote of a majority of the members present at a regularly scheduled meeting of the City Council; (b) the construction of the Improvements and the location of the Tangible Personal Property on the Property ~~on or before December 31, 2017~~ within the time periods prescribed herein. The abatement granted herein shall not be effective until the tax year commencing January 1, 2016.

13. **Notice.** All notices shall be in writing. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail, first-class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Packers Plus:

Packers Plus Energy Services (USA), Inc.
5825 North Sam Houston Parkway West
Suite 150
Houston, Texas 77086
Attn: Patrick Maguire
Regional General Manager, USA

To City:

City of Tomball
401 Market Street
Tomball, Texas 77375
Attn: City Manager

Either party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

14. **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the entire tax abatement agreement between the parties and supersedes all other negotiations and agreements between Packers Plus and the City relating to the grant of tax abatement for the Improvements and Tangible Personal Property located on the Property, whether written or oral. In the event that there is a conflict between any of the Exhibits to this Agreement and this Agreement, the provisions of this Agreement shall control over the provisions in the Exhibits.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties as of the _____ day of _____, 2015.

PACKERS PLUS ENERGY SERVICES (USA), INC.

By: _____

Name: Patrick Maguire

Title: Regional General Manager, USA

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this _____ day of _____
2015, by Patrick Maguire, Regional General Manager, USA for and on behalf of Packers Plus
Energy Services (USA), Inc..

Notary Public in and for the State of Texas

(SEAL)

CITY OF TOMBALL, TEXAS

ATTEST:

Doris Speer, City Secretary

Gretchen Fagan, Mayor

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this _____ day of _____
2015, by Gretchen Fagan, Mayor of the City of Tomball, Texas, for and on behalf of the City.

Notary Public in and for the State of Texas

(SEAL)

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS



*Do It Once
Do It Right*

5825 N. Sam Houston Pkwy. West, Suite 150 Houston, TX 77086 Ph: (832)-484-8067 Fax: (832)-484-1556

Tomball City Hall
Attn: Ms. Doris Speer
City Secretary
401 Market Street
Tomball, TX 77375

February 15, 2015

Dear Ms. Speer,

In keeping with Section 5 of the City of Tomball Tax Abatement Policy (CTTAP), Packers Plus Energy Services (USA), Inc. is submitting this letter as application for tax abatement for the proposed campus we are considering in the new Tomball Industrial Park.

As shown on the attached proposed site plan, the campus is to be constructed on 16.40 net acres and will consist of three structures: 1) a 237,000 sq. ft. manufacturing tilt-wall facility; 2) a 50,000 sq. ft. tilt-wall research and development facility and; 3) a 40,000 sq. ft. steel frame and glass corporate office.

Upon completion of the campus we will have approximately 150 employees working out of the combined facility. Attached you will find the Economic Impact Data Sheet that we submitted to Kelly Violette on January 19th of this year addressing, among other things, anticipated increase in headcount moving forward, average salary, the estimated inventory that we will be carrying (all of which will be stored indoors at either the R&D or Manufacturing facility) and our predicted annual sales in the Tomball area. Please note that any additional growth in headcount will be in accordance with section 5c of the CTTAP and that no undocumented workers will be employed by Packers Plus.

Construction of the Packers Plus campus will be staged to accommodate our current lease expirations. The following table provides the anticipated start and completion dates for the three structures.

Structure	Approximate Start	Approximate Completion
R&D Facility	Q2 2015	Q2 2016
MX Manufacturing Facility	Q1 2016	Q2 2017
Corporate Office	Q2 2017	Q2 2018

Packers Plus is a cutting edge oilfield service company that has revolutionized the down-hole completion equipment industry through our state-of-the-art automated manufacturing process.

That being said, the cost of tooling-up for the significant growth we expect to see over the next several years will be substantial. To ensure our success, it is imperative that we carry out an expansion of this magnitude in a suitable tax environment. It is for this reason that we are seeking tax abatement from the City of Tomball.

Your earliest response to this letter would be greatly appreciated.

Yours truly,

A handwritten signature in blue ink, appearing to read 'P. Maguire', with a stylized flourish at the end.

Patrick Maguire
Regional General Manager, USA
Packers Plus Energy Services (USA), Inc.

Economic Impact Data Sheet

Tomball Economic Development Corporation

The information requested on this form will be used by the Tomball Economic Development Corporation to prepare an economic impact analysis of your firm or project. Enter data in the blue cells below. You may also enter additional information or notes in other areas of this worksheet, to the right in column K or insert rows to enter other data.

Some standard defaults are entered in the data sheet already. You may change these defaults as appropriate.

Please enter information in the blue cells below and e-mail this completed survey form to:

Kelly Violette, AICP
Executive Director
Tomball EDC
29201 Quinn Road, Suite B
Tomball, TX 77375

Phone: 281.401.4086
Fax: 281.351.7223
E-mail: kviolette@tomballtxedc.org

Please call if you have any questions.

About the Firm

Name of the firm:	Packers Plus Energy Services (USA) Inc.	
Current Address:	5825 North Sam Houston Parkway West	
	Suite 150	
	Houston, TX 77086	
Phone Number:	832-484-8067	Fax Number: n/a
Person completing this form:	Patrick Maguire, Regional General Manager, USA	
Name of project:	Packers Plus Energy Services US Campus	

Is or will the firm be located in the city limits?

☒ Yes

Description of the firm's plans to startup, expand or relocate to the community:

(Enter any narrative below to describe the firm and its plans to startup, expand or locate in the community. This description will be shown in the report.)

Packers Plus is an oilfield service company that manufactures, assembles and installs downhole completion systems that cater primarily to the multi-stage fracturing business. The company has been in the USA for 8 years and has grown dramatically over that period of time. Given the anticipated future growth for the company it has been decided that a new facility is necessary. Further, the desire is to pull all three facets of the business together on one location, or campus. The new facility will consist of a 237,000 sq. ft. manufacturing building, a 50,000 sq. ft. R&D structure and a multi-storey 20,000 sq. ft. footprint corporate office.

The firm's primary North American Industry Classification System (NAICS)

211111

Example: 221119. A six-digit NAICS code should be entered for the program to correctly calculate indirect and induced benefits from the firm's operations. If the NAICS is unknown enter 0 as a default NAICS allowing the program to use default indirect earnings and employment multipliers.

The Firm's Taxable Assets, Employees and Operations

The Firm's Investments, Assets and Construction:

(New or additional property purchased or constructed each year facility that will be on local property tax rolls on January 1)

The investments at the firm's facility each year:

Year	Land	Buildings and Other Real Property Improvements	Furniture, Fixtures and Equipment	Total
1	\$1,800,000	\$6,500,000	\$200,000	\$8,500,000
2		\$9,000,000	\$300,000	\$9,300,000
3		\$3,800,000	\$50,000	\$3,850,000
4			\$30,000	\$30,000
5			\$10,000	\$10,000
6			\$10,000	\$10,000
7			\$10,000	\$10,000
8			\$10,000	\$10,000
9			\$10,000	\$10,000
10			\$10,000	\$10,000
Total	\$1,800,000	\$19,300,000	\$640,000	\$21,740,000

Are building and improvements costs above for new construction?

☒ Yes

Percent of construction costs for materials and labor:

Materials	50%
Labor	50%

Percent of construction materials that will be purchased in the city and be subject to sales taxes:

20%

Percent of taxable spending by construction workers in the city and subject to sales taxes:

30%

Percent of furniture, fixtures and equipment to be purchased in the city and subject to sales taxes:

20%

Expected city building permits and other fees to be paid during construction, if applicable:

Year	Total City Permits and Fees
1	\$22,960
2	\$70,660
3	\$0
4	\$16,240
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$109,860

Estimated taxable inventories, at the end of each year:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Year	Total Inventories
1	\$25,000,000
2	\$25,500,000
3	\$26,010,000
4	\$26,530,200
5	\$27,060,804
6	\$27,602,020
7	\$28,154,060
8	\$28,717,142
9	\$29,291,485
10	\$29,877,314

Percent of annual increase after Year 1:

The firm's annual utilities:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:

Year	Water	Wastewater	Solid Waste	Electricity	Natural Gas	Cable	Telephone
1	\$2,727	\$1,633	\$28,127	\$176,413	\$36,000	\$5,409	\$17,704
2	\$2,782	\$1,666	\$28,690	\$179,941	\$36,720	\$5,517	\$18,058
3	\$2,837	\$1,699	\$29,263	\$183,540	\$37,454	\$5,628	\$18,419
4	\$2,894	\$1,733	\$29,849	\$187,211	\$38,203	\$5,740	\$18,788
5	\$2,952	\$1,768	\$30,446	\$190,955	\$38,968	\$5,855	\$19,163
6	\$3,011	\$1,803	\$31,054	\$194,774	\$39,747	\$5,972	\$19,547
7	\$3,071	\$1,839	\$31,676	\$198,670	\$40,542	\$6,091	\$19,938
8	\$3,132	\$1,876	\$32,309	\$202,643	\$41,353	\$6,213	\$20,336
9	\$3,195	\$1,913	\$32,955	\$206,696	\$42,180	\$6,338	\$20,743
10	\$3,259	\$1,952	\$33,614	\$210,830	\$43,023	\$6,464	\$21,158
Total	\$29,860	\$17,881	\$307,983	\$1,931,673	\$394,190	\$59,227	\$193,854

Number of telephone lines at the firm:

Percent of the firm's utility usage for manufacturing or processing operations:

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Year	The Firm's Taxable Purchases	The Firm's Taxable Sales
1	\$310,000	\$0
2	\$316,200	\$0
3	\$322,524	\$0
4	\$328,974	\$0
5	\$335,554	\$0
6	\$342,265	\$0
7	\$349,110	\$0
8	\$356,093	\$0
9	\$363,214	\$0
10	\$370,479	\$0
Total	\$3,394,414	\$0
Percent of annual increase after Year 1:	2%	2%

Number of new full-time jobs to be added in the city each year:

(Enter only the additional jobs added in the city each year.)

* If the business is relocating from outside of the city, the year 1 value should include jobs transferred to the city in year 1 and new positions hired, if any.

Year	New Jobs added in the city each year
1*	27
2	22
3	26
4	30
5	35
6	40
7	42
8	36
9	43
10	52
Total	353

New employees moving to the city:

(Enter a percent below or enter appropriate amounts for each year.)

Percent of total new
workers moving to the city

10.0%

Year	Number of new employees moving to the city
1	3
2	2
3	3
4	3
5	4
6	4
7	4
8	4
9	4
10	5
Total	36

Average annual salaries of new employees in the first year:	\$60,000
Percent of expected annual salary increases after Year 1:	4.0%
Percent of workers in new indirect and induced jobs that will move to the city for the job:	10%
Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city:	10%
Household size of a typical new worker moving to the city:	2,500.00
Number of school children in a typical worker's household	0.40
Percent of taxable shopping by a typical new worker that will be in the city:	35%

Expected Out-of-Town Visitors to the Firm:

Number of out-of-town visitors expected at the firm in the first year:	240
Percent of annual increase in the number of visitors:	1%
Average number of days that each visitor will stay in the city:	5
Average daily taxable visitor spending, excluding lodging in the city:	\$75
Average number of nights that a typical visitor will stay in a motel in the city:	5
Average nightly room rate in a local motel:	\$125

Expected Out-of-Town Truckers Loading or Unloading at the Firm

Number of out-of-town truckers expected to load or unload at the firm in the first year:	96
Percent of annual increase in the number of out-of-town truckers:	10%
Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm:	\$50.00
Percent of truckers that will stay one night in a local hotel or motel:	15%

SITE PLAN 'I'

DITCH EASEMENT AREA (0.98 AC) 42,781 SF
NET SITE AREA (16.40 AC) 714,100 SF
GROSS SITE AREA (17.38 AC) 756,881 SF

IMPERVIOUS SURFACES

BUILDINGS-37% 280,000 SF
MAXIMUM PER SECTION 31.4 C. 60%
PAVEMENT 294,331 SF
TOTAL IMPERVIOUS 574,331 SF
PEDESTRAIN SIDEWALKS 12,397 SF
GROSS IMPERVIOUS-77.5% 586,728 SF
MAXIMUM PER SECTION 31.4 C. 90%

LANDSCAPING

ISLANDS 22.5% OF SITE
AT BLDG AND PERIMETER 4,547 SF
PEDESTRAIN SIDEWALKS 178,063 SF
TOTAL GREEN SPACE -12,397 SF
TOTAL GREEN SPACE 170,213 SF

LANDSCAPING OF YARDS

AREA MEASURED BETWEEN PROPERTY LINE AND BUILDING FACE. ALL STREET YARDS REQUIRE 36% MINIMUM LANDSCAPED AREA WITH 10' LANDSCAPED BUFFER ALONG RIGHT-OF-WAY (PROPERTY LINE)
STREET GREEN AREA
CUL-DE-SAC 92,630 SF 17.987 SF-19.4%
PERSIMMON 48,030 SF 10,807 SF-22.5%
SPELL RD 107,904 SF 42,260 SF-39%
HUFSMITH-KOHRVILLE 60,518 SF 41,443 SF-68%

CONCEPTUAL NEW CAMPUS FOR:

PACKERS PLUS ENERGY
TOMBALL
TEXAS



SITE PLAN

214370 PJP REV 1-8-20 15



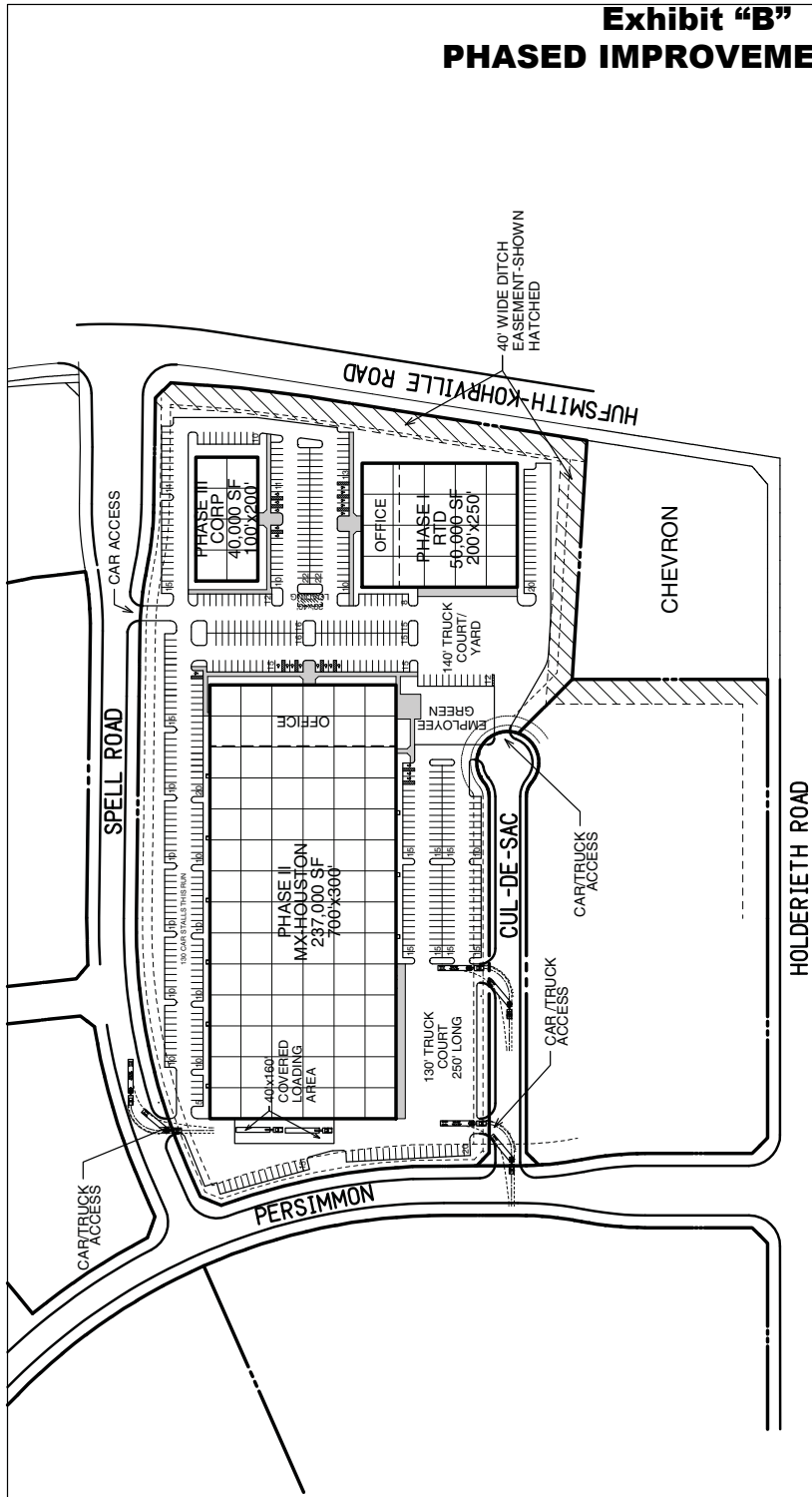
Verus Partners Chicago, IL.

5600 N. River Rd, Suite 800
Rosemont, Illinois 60018
Telephone 847.993-3083

Verus Partners Canada Ltd.

117, 10555 48TH STREET SE
Calgary, Alberta T2C 2B7
Telephone 403.538-5443

Exhibit "B" PHASED IMPROVEMENTS



MX-HOUSTON

OFFICE	27,000 SF
WAREHOUSE	183,000 SF
TOTAL BUILDING AREA	210,000 SF
SECOND FLOOR OFFICE	27,000 SF
TOTAL BUILDING AREA	237,000 SF
PARKING: PER 50-82	
OFFICE 1:300 SF	180 STALLS
MTL PRODUCTS MANFR 1:1000	183 STALLS
TOTAL PARKING REQUIRED	363 STALLS
TOTAL PARKING PROVIDED	341 STALLS
ACCESSIBLE SPACES	7 CAR-1 VAN

RTD-HOUSTON

OFFICE	12,000 SF TBV
SHOP	38,000 SF TBV
TOTAL BUILDING AREA	50,000 SF
SECOND FLOOR OFFICE	12,000 SF TBV
TOTAL BUILDING AREA	62,000 SF
PARKING: PER 50-82	
OFFICE 1:300 SF	80 STALLS
MACHINE SHOP 1:1000 SF	38 STALLS
TOTAL PARKING REQUIRED	118 STALLS
TOTAL PARKING PROVIDED	100 STALLS
ACCESSIBLE SPACES	5 CAR

CORP. HEADQUARTERS-HOUSTON

FIRST FLOOR	20,000 SF
SECOND FLOOR	20,000 SF
TOTAL BUILDING AREA	40,000 SF
PARKING: PER 50-82	
OFFICE 1:300 SF	134 STALLS
TOTAL PARKING REQUIRED	134 STALLS
TOTAL PARKING PROVIDED	107 STALLS
ACCESSIBLE SPACES	5 CAR



HARRIS ARCHITECTS, INC.
WWW.HARRISARCHITECTS.COM
847.303.1155

Exhibit "C"
PROPERTY DESCRIPTION

**DESCRIPTION OF A 17.3578 ACRES
(756,107.25 SQ. FT.) TRACT OF LAND SITUATED
IN THE ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS**

Being a 17.3578-acre (756,107.25 square foot) tract of land situated in the Elizabeth Smith Survey, A-70, City of Tomball, Harris County, Texas. Said 17.3578-acre tract being out of Lot 4 of the Tomball Business and Technology Park plat as recorded under Film Code No. 653006 of the Harris County Map Records, Harris County, Texas and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, NAD 83, South Central Zone No. 4204 (the coordinates shown hereon are surface and may be brought to the grid by applying the combined scale factor of 0.999942131):

BEGINNING at a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TXò set in the west right-of-way line of Hufsmith Kohrville Road (right-of-way varies) recorded under Volume 2549, Page 325 of the Harris County Deed Records and in the northeast corner of Unrestricted Reserve ñAò, of Yam Plaza, recorded under Film Code 594151 of the Harris County Map Records, Harris County for the southwest corner of said tract herein described;

THENCE, South 84 deg. 40 min. 07 sec. West, with the north line of the said Unrestricted Reserve ñAò, of Yam Plaza, and a south line of said tract herein described, a distance of 386.51 feet from which a found 5/8-inch iron rod with cap bears North 00° 07' West, a distance of 0.31 feet, for an angle point of said tract herein described;

THENCE North 61 deg. 02 min. 11 sec. West, over and across said Lot 4 of Tomball Business and Technology Park and a south line of said tract herein described, a distance of 109.72 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TXò set for the beginning of a non-tangent curve to the left;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the left, having a radius of 60.00 feet, a central angle of 177 deg. 28 min. 29 sec., a chord bearing N 59 deg. 46 min. 26 sec. W, a chord distance of 119.97 feet and an arc length of 185.85 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TXò set for the beginning of a reverse curve to the right;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the right, having a radius of 25.00 feet, a central angle of 49 deg. 40 min. 47 sec., a chord bearing S 56 deg. 19 min. 43 sec. W, a chord distance of 21.00 feet and an arc length of 21.68 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TXò set for a point of tangency of said tract herein described;

THENCE South 81 deg. 10 min. 07 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 565.44 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TXò set for an angle point of said tract herein described;

THENCE North 54 deg. 56 min. 00 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 28.82 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TXò set for a point in the east right-of-way line of South Persimmon Street (right-of-way varies) recorded under Film Code No. 653006, of the Map Records of Harris County, Texas and the west corner of said tract herein described;

THENCE North 08 deg. 49 min. 53 sec. West, with the east right-of-way line of said South Persimmons Street, and a west line of said tract herein described, a distance of 53.03 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a tangent curve to the left;

THENCE in a northerly direction, with the east right-of-way line of said South Persimmons Street, and with a west line of said tract herein described, along said curve to the left, having a radius of 1,040.00 feet, a central angle of 20 deg. 11 min. 11 sec., a chord bearing N 18 deg. 55 min. 28 sec. W, a chord distance of 364.52 feet and an arc length of 366.41 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the southerly-most southeast cutback corner of the intersection of the east right-of-way line of South Persimmon Street and the south right-of-way line of said Spell Road (80 ROW) as recorded under Film Code No. 653006, of the Map Records of Harris County, Texas for the westerly most northwest corner of said tract herein described;

THENCE North 13 deg. 50 min. 50 sec. East, with the southeast right-of-way line of said cutback corner, with the northwest line of said tract herein described, a distance of 36.24 feet to a point in the south right-of-way line of said Spell Road to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a west corner of said tract herein described;

THENCE North 57 deg. 24 min. 03 sec. East, with the south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 54.60 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a tangent curve to the right;

THENCE in a easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the right, having a radius of 960.00 feet, a central angle of 24 deg. 29 min. 38 sec., a chord bearing N 69 deg. 38 min. 51 sec. E, a chord distance of 407.28 feet and an arc length of 410.40 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point of tangency of said tract herein described;

THENCE North 81 deg. 53 min. 40 sec. East, with the south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 463.44 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a tangent curve to the right;

THENCE in an easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the right, having a radius of 530.00 feet, a central angle of 11 deg. 08 min. 52 sec., a chord bearing N 87 deg. 28 min. 06 sec. E, a chord distance of 102.96 feet and an arc length of 103.12 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a reverse curve to the left;

THENCE in an easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the left, having a radius of 530.00 feet, a central angle of 11 deg. 08 min. 52 sec., a chord bearing N 87 deg. 28 min. 06 sec. E, a chord distance of 102.96 feet and an arc length of 103.12 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point of tangency of said tract herein described;

THENCE North 81 deg. 53 min. 40 sec. East, with a south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 172.42 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the north cutback corner of the intersection of the south right-of-way line of said Spell Road and the west right-of-way line of said Huffsmith Kohrville Road for the northerly most northeast corner of said tract herein described;

THENCE South 52 deg. 26 min. 00 sec. East, with the southwest right-of-way line of said cutback corner, with the northeast line of said tract herein described, a distance of 34.95 feet to a point in the east right-of-way line of said Huffsmith Kohrville Road to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a non-tangent curve to the right;

THENCE in an southerly direction, with a west right-of-way line of said Huffsmith Kohrville Road, and with an east line of said tract herein described, along said curve to the right, having a radius of 1950 feet, a central angle of 06 deg. 31 min. 05 sec., a chord bearing S 03 deg. 08 min. 32 sec. E, a chord distance of 221.71 feet and an arc length of 221.83 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point of tangency of said tract herein described;

THENCE South 00 deg. 07 min. 01 sec. West, with the west right-of-way line of said Huffsmith Kohrville Road, and with the east line of said tract herein described, a distance of 455.26 feet to the **POINT OF BEGINNING** and containing 17.3578 acres (756,107.25 square feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:

Weisser Engineering Company
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No. IG046 (2418-001)
Date: 05/05/2015

ORDINANCE NO. 2015-10

AN ORDINANCE CREATING CITY OF TOMBALL, TEXAS, REINVESTMENT ZONE NO. 5; AN APPROXIMATELY 17.38 ACRE TRACT OF LAND, BEING PART OF THE TOMBALL BUSINESS AND TECHNOLOGY PARK AND LOCATED GENERALLY AT THE NORTHWEST CORNER OF HOLDERRIETH ROAD AND HUFSMITH-KOHRVILLE ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, on April 20, 2015, the City Council passed and approved a “Tax Abatement Policy;” and

WHEREAS, pursuant to that Policy, the City Council has received an application for creation of a reinvestment zone; and

WHEREAS, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 5; and

WHEREAS, notice was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No. 5 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 5 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to

attract major investment into the Zone that would benefit the property located therein and that will contribute to the economic development of the City of Tomball; 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 and are incorporated herein for all purposes.

Section 2. Reinvestment Zone No. 5 is hereby created for the purpose of encouraging economic development through tax abatement. A metes and bounds description of the property that comprises said Reinvestment Zone No. 5 is attached hereto as Exhibit “A” and incorporated herein as though it was set forth in its entirety in this Ordinance. Improvements and personal property constructed, erected, or placed within Reinvestment Zone No. 5 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. This designation shall be effective for a period of five (5) years, commencing on the date of adoption hereof. The expiration of the designation shall not affect an existing tax abatement agreement made under the provisions of the Texas Tax Code.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 18TH DAY OF MAY 2015.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 1ST DAY OF JUNE 2015.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

EXHIBIT "A"

PROPERTY DESCRIPTION

**DESCRIPTION OF A 17.3578 ACRES
(756,107.25 SQ. FT.) TRACT OF LAND SITUATED
IN THE ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS**

Being a 17.3578-acre (756,107.25 square foot) tract of land situated in the Elizabeth Smith Survey, A-70, City of Tomball, Harris County, Texas. Said 17.3578-acre tract being out of Lot 4 of the Tomball Business and Technology Park plat as recorded under Film Code No. 653006 of the Harris County Map Records, Harris County, Texas and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, NAD 83, South Central Zone No. 4204 (the coordinates shown hereon are surface and may be brought to the grid by applying the combined scale factor of 0.999942131):

BEGINNING at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of Hufsmith Kohrville Road (right-of-way varies) recorded under Volume 2549, Page 325 of the Harris County Deed Records and in the northeast corner of Unrestricted Reserve "A", of Yam Plaza, recorded under Film Code 594151 of the Harris County Map Records, Harris County for the southwest corner of said tract herein described;

THENCE, South 84 deg. 40 min. 07 sec. West, with the north line of the said Unrestricted Reserve "A", of Yam Plaza, and a south line of said tract herein described, a distance of 386.51 feet from which a found 5/8-inch iron rod with cap bears North 00° 07' West, a distance of 0.31 feet, for an angle point of said tract herein described;

THENCE North 61 deg. 02 min. 11 sec. West, over and across said Lot 4 of Tomball Business and Technology Park and a south line of said tract herein described, a distance of 109.72 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a non-tangent curve to the left;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the left, having a radius of 60.00 feet, a central angle of 177 deg. 28 min. 29 sec., a chord bearing N 59 deg. 46 min. 26 sec. W, a chord distance of 119.97 feet and an arc length of 185.85 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a reverse curve to the right;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the right, having a radius of 25.00 feet, a central angle of 49 deg. 40 min. 47 sec., a chord bearing S 56 deg. 19 min. 43 sec. W, a chord distance of 21.00 feet and an arc length of 21.68 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of tangency of said tract herein described;

THENCE South 81 deg. 10 min. 07 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 565.44 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described;

THENCE North 54 deg. 56 min. 00 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 28.82 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point in the east right-of-way line of South Persimmon Street (right-of-way varies) recorded under Film Code No. 653006, of the Map Records of Harris County, Texas and the west corner of said tract herein described;

THENCE North 08 deg. 49 min. 53 sec. West, with the east right-of-way line of said South Persimmons Street, and a west line of said tract herein described, a distance of 53.03 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a tangent curve to the left;

THENCE in a northerly direction, with the east right-of-way line of said South Persimmons Street, and with a west line of said tract herein described, along said curve to the left, having a radius of 1,040.00 feet, a central angle of 20 deg. 11 min. 11 sec., a chord bearing N 18 deg. 55 min. 28 sec. W, a chord distance of 364.52 feet and an arc length of 366.41 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southerly-most southeast cutback corner of the intersection of the east right-of-way line of South Persimmon Street and the south right-of-way line of said Spell Road (80' ROW) as recorded under Film Code No. 653006, of the Map Records of Harris County, Texas for the westerly most northwest corner of said tract herein described;

THENCE North 13 deg. 50 min. 50 sec. East, with the southeast right-of-way line of said cutback corner, with the northwest line of said tract herein described, a distance of 36.24 feet to a point in the south right-of-way line of said Spell Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a west corner of said tract herein described;

THENCE North 57 deg. 24 min. 03 sec. East, with the south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 54.60 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a tangent curve to the right;

THENCE in a easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the right, having a radius of 960.00 feet, a central angle of 24 deg. 29 min. 38 sec., a chord bearing N 69 deg. 38 min. 51 sec. E, a chord distance of 407.28 feet and an arc length of 410.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of tangency of said tract herein described;

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THENCE South 52 deg. 26 min. 00 sec. East, with the southwest right-of-way line of said cutback corner, with the northeast line of said tract herein described, a distance of 34.95 feet to a point in the east right-of-way line of said Huffsmith Kohrville Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a non-tangent curve to the right;

THENCE in an southerly direction, with a west right-of-way line of said Huffsmith Kohrville Road, and with an east line of said tract herein described, along said curve to the right, having a radius of 1950 feet, a central angle of 06 deg. 31 min. 05 sec., a chord bearing S 03 deg. 08 min. 32 sec. E, a chord distance of 221.71 feet and an arc length of 221.83 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of tangency of said tract herein described;

THENCE South 00 deg. 07 min. 01 sec. West, with the west right-of-way line of said Huffsmith Kohrville Road, and with the east line of said tract herein described, a distance of 455.26 feet to the **POINT OF BEGINNING** and containing 17.3578 acres (756,107.25 square feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:

Weisser Engineering Company
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No. IG046 (2418-001)
Date: 05/05/2015

A REPORT OF THE ECONOMIC IMPACT OF PACKERS PLUS ENERGY SERVICES (USA) INC. IN TOMBALL, TX

Prepared by:

Tomball Economic Development Corporation

29201 Quinn Road

Tomball, TX 77375

March 9, 2015

Quick Impact™ by Impact DataSource

www.impactdatasource.com

TABLE OF CONTENTS

Project Summary	
Introduction.....	3
Description of The Project.....	3
Summary of the Economic Impact of the Project.....	3
Analysis of Fiscal Impact	
Costs and Benefits for Local Taxing Districts.....	4
Net Benefits to the City from Direct and Indirect Sources.....	4
Net Benefits to the City Over the First 10 Years.....	5
Analysis of Incentives	
Tax Abatement.....	6
Analysis of Possible Incentives for the Project.....	7
Methodology	
Conduct of the Analysis.....	9
About Impact DataSource.....	10
Appendix A	
Data & Rates.....	11
Appendix B	
Detailed Economic Impact Calculations.....	19
Appendix C	
Detailed Cost-Benefit Calculations for:	
City of Tomball.....	25

PROJECT SUMMARY

Introduction

This report presents the results of an economic impact analysis performed using Quick 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. The report calculates the costs and benefits for the City of Tomball over the first 10 years.

Description of the Project

Packers Plus is an oilfield service company that manufactures, assembles and installs downhole completion systems that cater primarily to the multi-stage fracturing business. The company has been in the USA for 8 years and has grown dramatically over that period of time. Given the anticipated future growth for the company it has been decided that a new facility is necessary. Further, the desire is to pull all three facets of the business together on one location, or campus. The new facility will consist of a 237,000 sq. ft. manufacturing building, a 50,000 sq. ft. R&D structure and a multi-storey 40,000 sq. ft. corporate office.

Summary of the Economic Impact of the Project

The project will have the following economic impact on the City of Tomball area over the first 10 years:

Economic Impact Over the First 10 Years			
	Direct	Indirect & Induced	Total
Total number of permanent direct and indirect jobs to be created	353	474	827
Salaries to be paid to direct and indirect workers	\$131,684,881	\$114,855,553	\$246,540,434
Number of direct and indirect workers who will move to the city	36	49	85
Number of new residents in the city	90	123	213
Number of new residential properties to be built in the city	4	6	10
Number of new students expected to attend local school district	15	21	36
Taxable sales and purchases expected in the city	\$20,025,127	\$10,049,861	\$30,074,988
The value of new residential property to be built for direct and indirect workers who move to the city by Year 10	\$598,459	\$897,689	\$1,496,148
The market value the firm's property on local tax rolls in Year 1	\$33,500,000	\$0	\$33,500,000

The year-by-year economic impacts can be found in Appendix B.

How this economic activity translates into additional costs and benefits for local taxing districts is summarized next.

ANALYSIS OF FISCAL IMPACT

Costs and Benefits for the City of Tomball and Tomball EDC

Over the first 10 years, the City of Tomball and Tomball EDC can expect the following net benefits from the facility, its employees, and workers in spin-off jobs created in the community:

Costs and Benefits for the City Over the First 10 Years			
	Benefits	Costs	Net Benefits
Sales taxes allocated to the City	\$451,125	\$0	\$451,125
Sales taxes allocated to Tomball EDC	\$150,375	\$0	\$150,375
Property taxes	\$1,028,516	\$0	\$1,028,516
Utility revenues	\$1,450,483	\$0	\$1,450,483
Utility franchise fees	\$150,372	\$0	\$150,372
Hotel occupancy taxes	\$134,767	\$0	\$134,767
Other taxes and user fees	\$127,807	\$0	\$127,807
Building permits and fees	\$60,870	\$0	\$60,870
Costs of providing utilities	\$0	\$1,305,435	(\$1,305,435)
Costs of providing municipal services for new residents	\$0	\$284,488	(\$284,488)
Total	\$3,554,314	\$1,589,923	\$1,964,392

The year-by-year additional revenues can be found in Appendix C.

The city will receive benefits from direct and indirect economic impacts that result from the project. The benefits, associated costs and net benefits for the first 10 years are shown below, divided between direct and indirect impacts.

Net Benefits to the City from Direct and Indirect Sources			
	Benefits/Costs from:		
	Direct	Indirect & Induced	Total
<u>Additional revenues:</u>			
Sales taxes allocated to the City	\$300,377	\$150,748	\$451,125
Sales taxes allocated to Tomball EDC	\$100,126	\$50,249	\$150,375
Property taxes	\$1,012,611	\$15,905	\$1,028,516
Utility revenues	\$1,046,625	\$403,858	\$1,450,483
Utility franchise fees	\$122,353	\$28,019	\$150,372
Hotel occupancy taxes	\$134,767		\$134,767
Other taxes and user fees		\$73,677	\$127,807
Building permits and fees	\$60,870		\$60,870
Total additional revenues	\$2,831,859	\$722,455	\$3,554,314
<u>Additional costs:</u>			
Costs of providing utilities	\$941,963	\$363,472	\$1,305,435
Costs of providing municipal services for new residents		\$163,999	\$284,488
Total additional costs	\$1,062,452	\$527,471	\$1,589,923
Net Benefits	\$1,769,407	\$194,984	\$1,964,392
Percent of total net benefits for city	90%	10%	

ANALYSIS OF FISCAL IMPACT

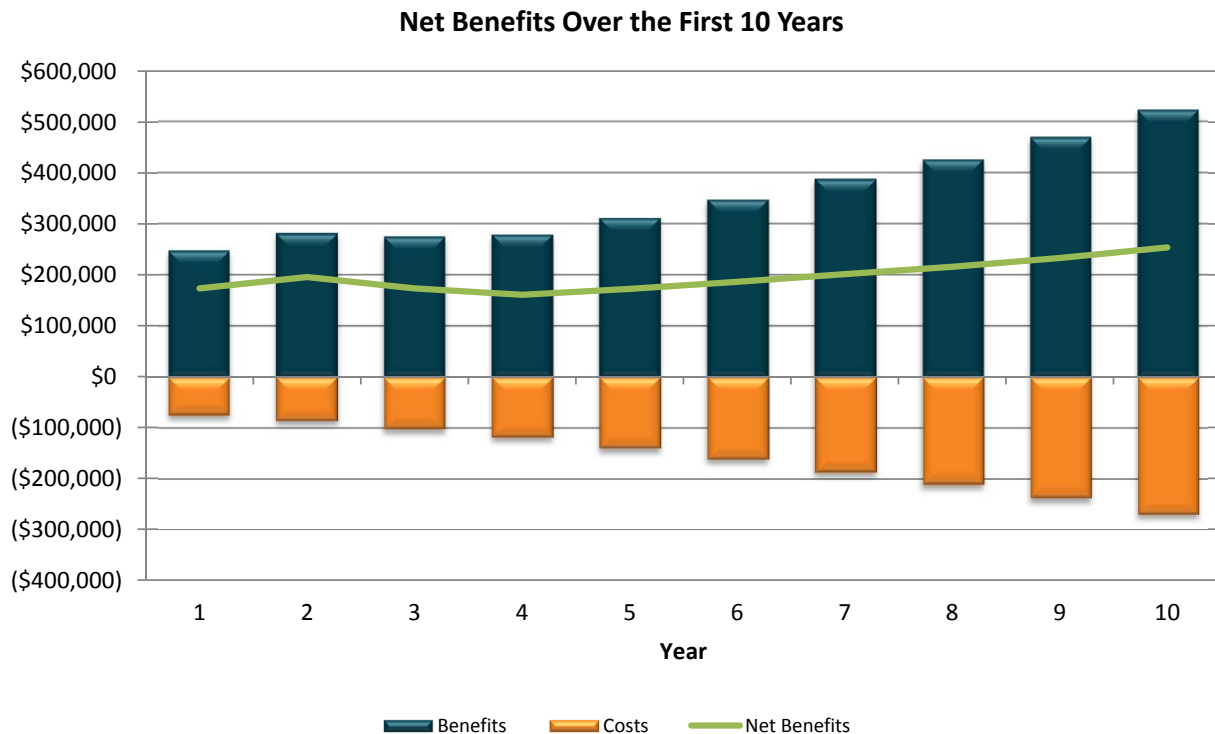
Net Benefits to the City over the First 10 Years

The net benefits to the city over the first 10 years are estimated to accrue as detailed below.

Net Benefits to the City by Year				
	Benefits	Costs	Net Benefits	Cumulative Benefits
Year 1	\$248,251	\$75,169	\$173,082	\$173,082
Year 2	\$282,006	\$86,531	\$195,475	\$368,557
Year 3	\$275,659	\$102,339	\$173,320	\$541,877
Year 4	\$279,317	\$118,745	\$160,571	\$702,448
Year 5	\$312,228	\$139,951	\$172,277	\$874,725
Year 6	\$347,985	\$161,958	\$186,027	\$1,060,752
Year 7	\$388,059	\$186,966	\$201,093	\$1,261,845
Year 8	\$426,386	\$210,689	\$215,697	\$1,477,542
Year 9	\$470,577	\$237,551	\$233,026	\$1,710,568
Year 10	\$523,847	\$270,023	\$253,824	\$1,964,392
Total	\$3,554,314	\$1,589,923	\$1,964,392	
<i>Present Value of Net Benefits*</i>			\$1,492,706	

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. A dollar today and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

The graph below depicts the costs, benefits and net benefits to the city over the first 10 years.



ANALYSIS OF INCENTIVES

Tax Abatement

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

Types of Firm Property Subject to Tax Abatement	
Land	
Buildings & other real property improvements	✓
Furniture, fixtures and equipment	✓
Inventories	

The table below identifies the percentage of tax abatement and the value of the possible tax abatement over the next 10 years.

Tax Abatement		
	Tax Abatement Percentage	Tax Abatement Value
Year 1	100%	\$22,877
Year 2	100%	\$55,008
Year 3	100%	\$69,051
Year 4	100%	\$70,314
Year 5	100%	\$71,525
Year 6	100%	\$72,761
Year 7	100%	\$74,021
Year 8	100%	\$75,306
Year 9	100%	\$76,617
Year 10	100%	\$78,023
Total		\$665,503

Note: The property taxes shown earlier in this report are the estimated property taxes to be collected net of the above tax abatement.

ANALYSIS OF INCENTIVES

Analysis of the Possible Incentives for the Project

Tomball EDC may consider the following incentives for the project:

Incentives	
Year 1	\$52,603
Year 2	\$52,602
Year 3	\$52,602
Year 4	\$52,602
Year 5	\$52,602
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

Financial incentives offered to the firm may be viewed as an investment that the city makes in the firm. 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 the 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 receives 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.

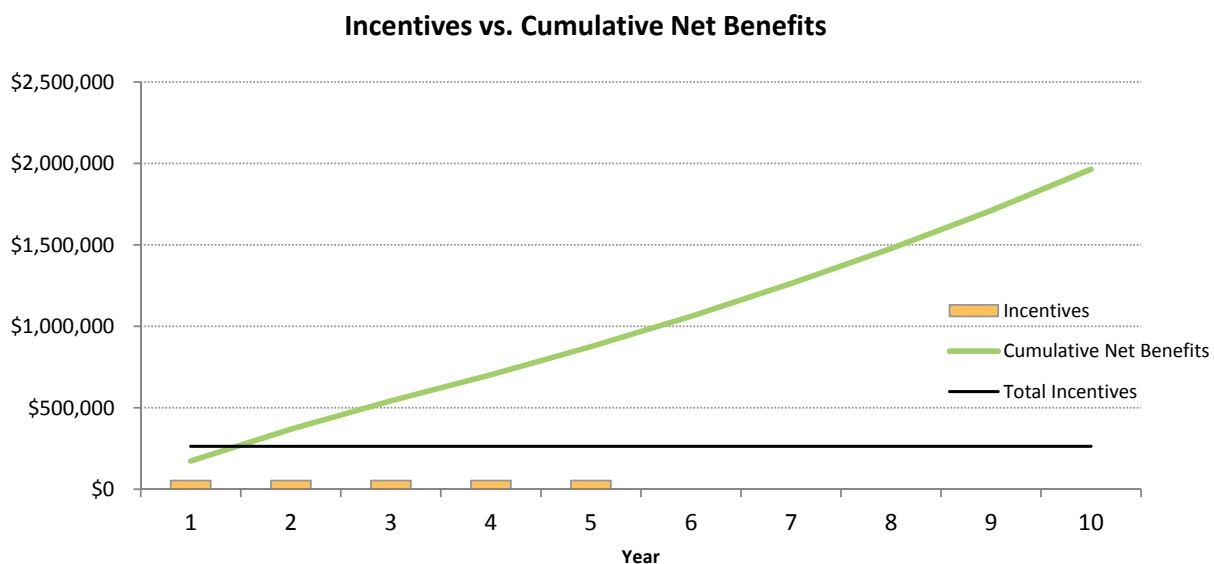
Analysis of Incentives	
Total Incentives	\$263,011
Incentives Per Job	\$745
Rate of Return Over 5 Years	66.5%
Payback period (years)	1.5

** Rate of Return and Payback Period are calculated based on the sum of annual incentives rather than the PV of incentives.*

ANALYSIS OF INCENTIVES

Analysis of Possible Incentives and Cumulative Benefits

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.



METHODOLOGY

Conduct of the Analysis

This analysis was conducted using Quick Impact, a model by Impact DataSource. The analysis was performed using firm data, rates and information gathered by the Tomball Economic Development Corporation. In addition, the model uses certain estimates and assumptions.

Using this data, the economic impact from the project and the costs and benefits for relevant taxing districts were calculated for a 10-year period

The economic impact as calculated in this report can be categorized into two main types of impacts.

1. Direct economic impacts are the immediate economic activities generated by the firm or project. These impacts include the employment at the firm and salaries paid to the firm's workers as well as expenditures made by the firm.
2. Indirect and induced economic impacts represent the additional economic activity that is supported by the firm or 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 to the firm. 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.

Note: This report labels the combined indirect and induced impacts as simply "Indirect".

To estimate the indirect and induced economic impact of the firm and its employees on the area, regional economic multipliers were used. Regional economic multipliers for Texas and areas of the state are included in the US Department of Commerce's Regional Input-Output Modeling System (RIMS II).

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 and 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 multipliers show the estimated number of indirect and induced jobs created for every one direct job at the firm and the amount of salaries paid to these workers for every dollar paid to a direct worker at the firm. The multipliers used in this analysis are listed below:

Earnings multiplier	0.8722
Employment multiplier	1.3416

METHODOLOGY

About Impact DataSource

Impact DataSource is a sixteen year-old Austin economic consulting, research and analysis firm. The firm has conducted economic impact analyses of numerous projects in Texas and 25 other states. This report presents the results of an economic impact analysis performed using Quick Impact™, an economic impact model created by Impact DataSource.

Data used in the analysis, along with schedules of the results of calculations, are on the following pages.

Appendix A

Data and Rates

APPENDIX A

Local Tax Rates:

Sales tax rates:

City of Tomball 2.0%

Property tax rates, per \$100 of valuation:

City of Tomball 0.3415

City hotel occupancy tax rate 7%

Relevant City Rates:

Annual marginal cost of providing municipal services, excluding utilities, to each new household \$601

Estimated annual other taxes and user fees to be collected by the city from each new household -- those revenues that are in addition to sales and property taxes, utilities and utility franchise fees \$270

Annual increase expected in the city's other revenues and marginal costs 2%

City-owned utilities and franchise fee rates for utilities provided by outside service providers:

	Provided by the City	Taxed by the City	Avg. Annual Household Bill	Franchise Fee Rate
<i>Water</i>	✓		\$460	0.0%
<i>Wastewater</i>	✓		\$340	0.0%
<i>Solid Waste</i>	✓	✓	\$190	0.0%
<i>Electricity</i>		✓	\$1,700	2.5%
<i>Natural Gas</i>	✓	✓	\$490	0.0%
<i>Cable</i>		✓	\$1,080	5.0%
<i>Telephone line access charge (per line):</i>				
<i>Residential</i>				\$1.38
<i>Non residential</i>				\$3.06

Annual utility franchise fees collected from utility providers for each household in the city \$96.50

The city's estimated annual water, wastewater and garbage collection billings per household \$1,480

Annual increase expected in city-owned utility billings 2%

The city's cost of providing water, wastewater and solid waste services, as a percent of utility billings 90%

APPENDIX A

Relevant Community Rates:

Expected inflation rate over the first 10 years	3.0%
Discount rate used in analysis to compute discounted cash flows	5.0%
Percent of a typical worker's salary that will be spent on taxable goods and services	25%
Average taxable value of a new single family residence in the community that will be built for some individuals moving to the city	\$125,191
Percent annual increase in the taxable value of residential and commercial real property on local tax rolls over the first 10 years	2.0%

Depreciation rates:

To estimate the annual taxable or depreciable value of furniture, fixtures and equipment owned by the firm, this analysis uses straight line depreciation, a 10-year life and a 20% residual value. Therefore, property taxes on the firm's furniture, fixtures and equipment are calculated on the following percentages of the costs of such equipment purchased each year:

Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	20%

The Firm's Investments, Assets and Construction:

The investments at the firm's facility each year:

	Land	Buildings and Other Real Property Improvements	Furniture, Fixtures, and Equipment	Total
Year 1	\$1,800,000	\$6,500,000	\$200,000	\$8,500,000
Year 2	\$0	\$9,000,000	\$300,000	\$9,300,000
Year 3	\$0	\$3,800,000	\$50,000	\$3,850,000
Year 4	\$0	\$0	\$30,000	\$30,000
Year 5	\$0	\$0	\$10,000	\$10,000
Year 6	\$0	\$0	\$10,000	\$10,000
Year 7	\$0	\$0	\$10,000	\$10,000
Year 8	\$0	\$0	\$10,000	\$10,000
Year 9	\$0	\$0	\$10,000	\$10,000
Year 10	\$0	\$0	\$10,000	\$10,000
Total	\$1,800,000	\$19,300,000	\$640,000	\$21,740,000

APPENDIX A

The firm's taxable inventories:

	Total Taxable Inventories
Year 1	\$25,000,000
Year 2	\$25,500,000
Year 3	\$26,010,000
Year 4	\$26,530,200
Year 5	\$27,060,804
Year 6	\$27,602,020
Year 7	\$28,154,060
Year 8	\$28,717,142
Year 9	\$29,291,485
Year 10	\$29,877,314

Spending During Construction:

Estimated spending for construction (if applicable):

	Construction Spending
Year 1	\$6,500,000
Year 2	\$9,000,000
Year 3	\$3,800,000
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

Percent of construction costs for:

Materials	50%
Labor	50%

Estimated percent of construction materials that will be purchased in the city and be subject to sales tax 20%

Percent of taxable spending by construction workers that will be in the city 30%

Estimated percent of furniture, fixtures and equipment that will be purchased in the city and be subject to sales tax 20%

APPENDIX A

Building permits and fees to be paid to the city:

	Building Permits and Fees
Year 1	\$20,490
Year 2	\$27,990
Year 3	\$12,390
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

Activities During the Firm's Operations:

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city

	Taxable Purchases	Taxable Sales
Year 1	\$310,000	\$0
Year 2	\$316,200	\$0
Year 3	\$322,524	\$0
Year 4	\$328,974	\$0
Year 5	\$335,554	\$0
Year 6	\$342,265	\$0
Year 7	\$349,110	\$0
Year 8	\$356,093	\$0
Year 9	\$363,214	\$0
Year 10	\$370,479	\$0

Estimated annual utilities at the firm's facility:

	Water	Wastewater	Solid Waste	Electricity	Natural Gas	Cable	Telephone
Year 1	\$2,727	\$1,633	\$28,127	\$176,413	\$36,000	\$5,409	\$17,704
Year 2	\$2,782	\$1,666	\$28,690	\$179,941	\$36,720	\$5,517	\$18,058
Year 3	\$2,837	\$1,699	\$29,263	\$183,540	\$37,454	\$5,628	\$18,419
Year 4	\$2,894	\$1,733	\$29,849	\$187,211	\$38,203	\$5,740	\$18,788
Year 5	\$2,952	\$1,768	\$30,446	\$190,955	\$38,968	\$5,855	\$19,163
Year 6	\$3,011	\$1,803	\$31,054	\$194,774	\$39,747	\$5,972	\$19,547
Year 7	\$3,071	\$1,839	\$31,676	\$198,670	\$40,542	\$6,091	\$19,938
Year 8	\$3,132	\$1,876	\$32,309	\$202,643	\$41,353	\$6,213	\$20,336
Year 9	\$3,195	\$1,913	\$32,955	\$206,696	\$42,180	\$6,338	\$20,743
Year 10	\$3,259	\$1,952	\$33,614	\$210,830	\$43,023	\$6,464	\$21,158

Estimated number of telephone lines at the firm's facility 120

Percent of utility usage for manufacturing and processing activities
and not subject to sales tax 60%

APPENDIX A

The firm's total taxable purchases and taxable utilities:

	Taxable Purchases of Supplies, Materials and Services	Utilities Subject to Sales Tax			Total
		Utilities Subject to Sales Tax	Percent Taxable	Taxable Utilities	
Year 1	\$310,000	\$263,653	40%	\$105,461	\$415,461
Year 2	\$316,200	\$268,926	40%	\$107,570	\$423,770
Year 3	\$322,524	\$274,305	40%	\$109,722	\$432,246
Year 4	\$328,974	\$279,791	40%	\$111,916	\$440,891
Year 5	\$335,554	\$285,386	40%	\$114,155	\$449,709
Year 6	\$342,265	\$291,094	40%	\$116,438	\$458,703
Year 7	\$349,110	\$296,916	40%	\$118,766	\$467,877
Year 8	\$356,093	\$302,854	40%	\$121,142	\$477,234
Year 9	\$363,214	\$308,912	40%	\$123,565	\$486,779
Year 10	\$370,479	\$315,090	40%	\$126,036	\$496,515

New employees to be hired by the firm each year:

	New employees to be hired each year
Year 1	27
Year 2	22
Year 3	26
Year 4	30
Year 5	35
Year 6	40
Year 7	42
Year 8	36
Year 9	43
Year 10	52
Total	353

APPENDIX A

Number of new workers who will move to the city to take job at the firm:

Estimated percent of total new workers moving to the city 10.0%

	Number of new employees moving to the city
Year 1	3
Year 2	2
Year 3	3
Year 4	3
Year 5	4
Year 6	4
Year 7	4
Year 8	4
Year 9	4
Year 10	5
Total	36

Average annual salaries of new employees in the first year \$60,000

Percent of expected increase in employee salaries after Year 1 4.0%

Multipliers for calculating the number of indirect and induced jobs and earnings in the area:

Earnings	0.8722
Employment	1.3416

This cost-benefit analysis uses the above multipliers to project the indirect and induced benefits in the community as a result of the direct economic activity. The employment multiplier shows the number of spin-off jobs that will be created from each direct job. Similarly, the earnings multiplier estimates the salaries and wages to be paid to workers in these spin-off jobs for each \$1 paid to direct workers.

Percent of workers in new indirect and induced jobs that will move to the city for the job 10%

Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city 10%

Household size of a typical new worker moving to the city: 2.50

Number of school children in a typical worker's household 0.40

Percent of taxable shopping by a typical new worker that will be in the city 35%

APPENDIX A

Visitors to the Firm from Out-of-Town:

Number of out-of-town visitors expected at the firm in the first year	240
Percent of annual increase in the number of visitors	1%
Average number of days that each visitor will stay in the city	5
Average daily taxable visitor spending, excluding lodging in the city	\$75
Average number of nights that a typical visitor will stay in a motel in the city	5
Average nightly room rate in a local motel	\$131

Out-of-Town Truckers Loading and Unloading at the Firm's Facility:

Number of out-of-town truckers expected to load or unload at the firm in the first year	96
Percent of annual increase in the number of out-of-town truckers	10%
Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm	\$50.00
Percent of truckers that will stay one night in a local hotel or motel	15%

Appendix B

Economic Impact Calculations

APPENDIX B

Number of local jobs added each year and worker salaries to be paid:

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	27	36	63	\$1,620,000	\$1,412,964	\$3,032,964
2	22	30	52	\$3,057,600	\$2,666,839	\$5,724,439
3	26	35	61	\$4,867,200	\$4,245,172	\$9,112,372
4	30	40	70	\$7,086,643	\$6,180,970	\$13,267,613
5	35	47	82	\$9,826,812	\$8,570,945	\$18,397,757
6	40	54	94	\$13,139,851	\$11,460,578	\$24,600,430
7	42	56	98	\$16,854,049	\$14,700,102	\$31,554,151
8	36	48	84	\$20,370,624	\$17,767,258	\$38,137,882
9	43	58	101	\$24,716,357	\$21,557,607	\$46,273,964
10	52	70	122	\$30,145,744	\$26,293,118	\$56,438,862
Total	353	474	827	\$131,684,881	\$114,855,553	\$246,540,434

Number of direct and indirect workers and their families who will move to the area and their children who will attend local public schools:

Year	New Workers Moving to the Area	Total New Residents	Total New Students
1	7	18	3
2	5	13	2
3	7	18	3
4	7	18	3
5	9	23	4
6	9	23	4
7	10	25	4
8	9	23	4
9	10	25	4
10	12	30	5
Total	85	213	36

APPENDIX B

Number of new residential properties that may be built in the city for direct and indirect workers who will move to the community:

Year	New Residential Properties
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
Total	10

APPENDIX B

Local taxable spending on which sales taxes will be collected:

Year	Local Construction Workers' Spending and Furniture, Fixtures and Equipment	Direct and Indirect Workers' Spending	Visitors' Spending	Taxable Sales by the Firm	The Firm's Local Purchases and Taxable Utilities	Total
1	\$933,750	\$265,384	\$94,800	\$0	\$415,461	\$1,709,396
2	\$1,297,500	\$500,888	\$99,065	\$0	\$423,770	\$2,321,224
3	\$532,500	\$797,333	\$103,562	\$0	\$432,246	\$1,865,640
4	\$6,000	\$1,160,916	\$108,307	\$0	\$440,891	\$1,716,114
5	\$2,000	\$1,609,804	\$113,319	\$0	\$449,709	\$2,174,831
6	\$2,000	\$2,152,538	\$118,618	\$0	\$458,703	\$2,731,859
7	\$2,000	\$2,760,988	\$124,230	\$0	\$467,877	\$3,355,095
8	\$2,000	\$3,337,065	\$130,177	\$0	\$477,234	\$3,946,476
9	\$2,000	\$4,048,972	\$136,490	\$0	\$486,779	\$4,674,241
10	\$2,000	\$4,938,400	\$143,199	\$0	\$496,515	\$5,580,114
Total	\$2,781,750	\$21,572,288	\$1,171,766	\$0	\$4,549,184	\$30,074,988

Local spending by visitors on lodging by out-of-town visitors and out-of-town truckers:

Year	Spending on Lodging
1	\$159,086
2	\$165,672
3	\$172,547
4	\$179,725
5	\$187,223
6	\$195,056
7	\$203,243
8	\$211,804
9	\$220,758
10	\$230,130
Total	\$1,925,245

APPENDIX B

Taxable value of new residential property built for direct and indirect workers who move to the community and the value of the firm's property on local tax rolls:

Year	New Residential Property	Value of Firm Property on Local Tax Rolls	Total Taxable Property
1	\$125,191	\$33,500,000	\$33,625,191
2	\$255,390	\$43,446,000	\$43,701,390
3	\$390,746	\$48,105,320	\$48,496,066
4	\$531,415	\$49,032,826	\$49,564,241
5	\$677,554	\$49,956,383	\$50,633,937
6	\$829,326	\$50,898,371	\$51,727,696
7	\$986,898	\$51,859,178	\$52,846,076
8	\$1,150,441	\$52,839,202	\$53,989,642
9	\$1,320,131	\$53,838,846	\$55,158,976
10	\$1,496,148	\$54,878,523	\$56,374,671

Appendix C

Cost and Benefit Calculations

APPENDIX C

Costs and Benefits for City of Tomball

Benefits:

Sales tax collections:

Year	During Construction and Purchases of Furniture, Fixtures and Equipment	On Direct and Indirect Workers' Spending	On Visitors' Spending	Taxable Sales by the Firm	The Firm's Local Purchases and Taxable Utilities	Total
1	\$18,675	\$5,308	\$1,896	\$0	\$8,309	\$34,188
2	\$25,950	\$10,018	\$1,981	\$0	\$8,475	\$46,424
3	\$10,650	\$15,947	\$2,071	\$0	\$8,645	\$37,313
4	\$120	\$23,218	\$2,166	\$0	\$8,818	\$34,322
5	\$40	\$32,196	\$2,266	\$0	\$8,994	\$43,497
6	\$40	\$43,051	\$2,372	\$0	\$9,174	\$54,637
7	\$40	\$55,220	\$2,485	\$0	\$9,358	\$67,102
8	\$40	\$66,741	\$2,604	\$0	\$9,545	\$78,930
9	\$40	\$80,979	\$2,730	\$0	\$9,736	\$93,485
10	\$40	\$98,768	\$2,864	\$0	\$9,930	\$111,602
Total	\$55,635	\$431,446	\$23,435	\$0	\$90,984	\$601,500

Property tax collections on:

Year	New Residential Property	Firm Property		Total Taxes After Abatement	
		Taxes Collected	Taxes Abated	Abatement	Total
1	\$427	\$114,387	\$22,877	\$91,510	\$91,937
2	\$872	\$148,349	\$55,008	\$93,340	\$94,212
3	\$1,334	\$164,258	\$69,051	\$95,207	\$96,541
4	\$1,815	\$167,425	\$70,314	\$97,111	\$98,926
5	\$2,314	\$170,579	\$71,525	\$99,053	\$101,367
6	\$2,832	\$173,795	\$72,761	\$101,034	\$103,866
7	\$3,370	\$177,076	\$74,021	\$103,055	\$106,425
8	\$3,928	\$180,422	\$75,306	\$105,116	\$109,044
9	\$4,508	\$183,835	\$76,617	\$107,218	\$111,726
10	\$5,109	\$187,385	\$78,023	\$109,363	\$114,472
Total	\$26,508	\$1,667,511	\$665,503	\$1,002,008	\$1,028,516

APPENDIX C

Costs and Benefits for City of Tomball - Continued

Utilities and utility franchise fees collected by the city from new residents and from the firm:

Year	Utilities	Utility Franchise	Total
		Fees	
1	\$78,847	\$9,763	\$88,610
2	\$87,972	\$10,506	\$98,478
3	\$100,510	\$11,490	\$112,000
4	\$113,514	\$12,524	\$126,038
5	\$130,203	\$13,827	\$144,030
6	\$147,513	\$15,198	\$162,711
7	\$167,130	\$16,755	\$183,885
8	\$185,773	\$18,273	\$204,047
9	\$206,830	\$19,990	\$226,819
10	\$232,191	\$22,046	\$254,237
Total	\$1,450,483	\$150,372	\$1,600,855

Other city revenues, including hotel occupancy taxes, other taxes and user fees collected from new households and building permits on construction at the firm's facility:

Year	Hotel Occupancy Taxes	Other Taxes and User Fees	Building Permits and Fees	Total Other Revenues
1	\$11,136	\$1,890	\$20,490	\$33,516
2	\$11,597	\$3,305	\$27,990	\$42,892
3	\$12,078	\$5,337	\$12,390	\$29,806
4	\$12,581	\$7,450	\$0	\$20,030
5	\$13,106	\$10,229	\$0	\$23,335
6	\$13,654	\$13,116	\$0	\$26,770
7	\$14,227	\$16,419	\$0	\$30,646
8	\$14,826	\$19,539	\$0	\$34,365
9	\$15,453	\$23,093	\$0	\$38,546
10	\$16,109	\$27,427	\$0	\$43,536
Total	\$134,767	\$127,807	\$60,870	\$323,444

APPENDIX C

Costs and Benefits for City of Tomball - Continued

Costs:

The costs of providing municipal services and utility services to new residents:

Year	Cost of Services to New Residents	Costs of Utilities	Total Costs
1	\$4,207	\$70,962	\$75,169
2	\$7,356	\$79,175	\$86,531
3	\$11,880	\$90,459	\$102,339
4	\$16,582	\$102,163	\$118,745
5	\$22,769	\$117,182	\$139,951
6	\$29,196	\$132,762	\$161,958
7	\$36,548	\$150,417	\$186,966
8	\$43,493	\$167,196	\$210,689
9	\$51,404	\$186,147	\$237,551
10	\$61,051	\$208,972	\$270,023
Total	\$284,488	\$1,305,435	\$1,589,923

Net Benefits for the City:

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$248,251	\$75,169	\$173,082	\$173,082
2	\$282,006	\$86,531	\$195,475	\$368,557
3	\$275,659	\$102,339	\$173,320	\$541,877
4	\$279,317	\$118,745	\$160,571	\$702,448
5	\$312,228	\$139,951	\$172,277	\$874,725
6	\$347,985	\$161,958	\$186,027	\$1,060,752
7	\$388,059	\$186,966	\$201,093	\$1,261,845
8	\$426,386	\$210,689	\$215,697	\$1,477,542
9	\$470,577	\$237,551	\$233,026	\$1,710,568
10	\$523,847	\$270,023	\$253,824	\$1,964,392
Total	\$3,554,314	\$1,589,923	\$1,964,392	

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 1, 2015

Topic:

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Coastal Power Systems to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters to be located at 1030 South Persimmon, Tomball, Texas. The estimated amount of expenditures for such project is \$30,731.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its regular meeting on May 19, 2015, the TEDC Board of Directors did take formal action to approve, as Project of the TEDC, an agreement with Coastal Power Systems for the relocation and development of its Corporate Headquarters. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination:

Danny Davis and Larry Lovelace, Coastal Power Systems

Recommendation:

Approve, as a Project of the Corporation, the Performance Agreement with Coastal Power Systems.

Funding: Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Cover Memo

Request Letter

Economic Impact Analysis Report

Draft Performance Agreement



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: June 1, 2015

SUBJECT: Coastal Power Systems Performance Agreement

Coastal Power Systems (CPS) has been in business since 1995 serving primarily the Oil & Gas drilling and service industry. CPS's primary business is repairing, upgrading, and modifying circuit breakers and electrical switchgear. As a General Electric O.E.M., the company provides direct replacement, low-voltage breakers for typical oilfield obsolete gear as well as services the commercial, medical, light industrial and heavy industrial industries. Additionally, the company manufactures Custom Electrical Control Panels and sells new electrical equipment.

CPS desires to relocate its business operations from its current location at 211 Blue Bell Road, Houston, TX to a 4.49 acre tract of land located at 1030 South Persimmon in Tomball, TX. The relocation will facilitate the construction of an approximately 21,300 square foot building for the company's corporate office, shop, and shipping and warehouse spaces. The project will include the relocation of 16 employees and the creation of up to 6 new jobs over the next three years. The estimated capital investment for the project is \$2,010,000.00.

This company is considered a primary employer based on its North American Industry Classification Code (NAICS) of 335999: All other miscellaneous electrical equipment and component manufacturing.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated five year net benefit to the city is \$102,435.00. The proposed incentive is \$30,731.00, based upon 30% of the five year net benefit.



April 30, 2015

RE: Grant assistance request – Coastal Power Systems Relocation to Tomball

Dear Kelly,

The purpose of this correspondence is to request that Tomball Economic Development Corporation consider grant funding assistance for our planned expansion and relocation from I-45/West Road area to Tomball.

Coastal Power Systems' NAICS code is 335999. We have been in business since 1995 serving primarily the Oil & Gas drilling and service industry. We are a General Electric O.E.M. and also service the commercial, medical, light industrial, and heavy industrial industries. Our primary business is repairing, upgrading, and modifying circuit breakers and electrical switchgear. In addition to the repairs we sell new electrical equipment.

The company is privately owned by Danny Davis (President), Michael Davis (Treasurer), and Larry Lovelace (Secretary). Danny Davis is one of two individuals who started CPS – he currently lives at 382 Driftwood Dr, Goodrich, TX 77335. Michael Davis currently lives at 25902 Carlene Rd Magnolia, TX 77355. Larry Lovelace has lived at 26215 La Fouché Dr Tomball, TX 77377 since 1998. All three of us can be reached at the main office number (281) 445-9280. Mike and Larry both live and are already active in the community but look forward to increasing their levels of involvement with local causes, groups, and activities.

Our intention is to build a new facility at 1030 South Persimmon in Tomball (77375). We have owned this property since March of 2015 and it is approximately 4.7 acres with a market value of \$450,000. We plan to begin construction in June of 2015 and are hoping to occupy as early as November 2015. We will be moving all 15-16 employees from our current location to the new facility in Tomball. With a larger shop space and more office space we anticipate employee growth of 5 to 6 employees over the next three years. This will be a mix of warehouse, shop technician, and sales staffing with an average salary of \$54,175.

Our new facility will include corporate office space of approximately 3500 sf, 800 sf climate controlled storage, shop space 3000 sf, and approximately 14,000 sf of warehouse and shipping/receiving space. Our building will be a pre-fabricated metal building occupying the front right quarter of the property. The office space will be shorter and narrower than the main portion of the building and have a light colored stone façade. The design of the new building and its location on the property both allow for future expansion of the new building and the addition of future buildings/facilities as our business grows. The total budgeted cost for the improvements to the property is \$1,425,000. There is a small existing metal building on the left center of the property that will be kept and updated to match the new construction. In addition to the \$450,000 for property and \$1,425,000 for building and new construction we expect to spend approximately \$135,000 on equipment, signage, moving expense, etc. bringing our entire budget to \$2,010,000 for our expansion and relocation to Tomball.

As part of our new construction we will have to move a currently installed wrought iron fence back to allow for future road expansion at a cost of \$3,500. We will be required to install a fire hydrant and 350LF 8 inch line at a cost of \$16,000. We will be required to install a septic/aerobic system due to lack of current capacity of utility line at a cost of \$13,000. We will incur more cost later when the utility line is updated and we tap into it. We will incur a cost of \$41,000 to construct a detention pond. Our intention is abandon this in the future and pay outfall fees for regional detention via drainage ditch when available.

We respectfully request that you consider Coastal Power Systems for available grant funding, tax abatements, and any other assistance options that may be available. We look forward to our upcoming relocation to Tomball and many years of service to the local community.

Respectfully,

Larry Lovelace – Technical Partner

211 Blue Bell Road, Houston, TX 77037

O (281) 445-9280 C (713) 208-7283 E larry@coastalpowersystems.com

Economic Impact of Coastal Power Systems in Tomball, TX

Executive Summary

May 13, 2015

Prepared by:

Tomball Economic Development Corporation
29201 Quinn Road
Tomball, TX 77375

This summary was prepared by the Tomball Economic Development Corporation using Quick Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.

ECONOMIC IMPACT EXECUTIVE SUMMARY: COASTAL POWER SYSTEMS

Project Description

Coastal Power Systems (CPS) has been in business since 1995 serving primarily the Oil & Gas drilling and service industry. We are a General Electric O.E.M. and also service the commercial, medical, light industrial and heavy industrial industries. Our primary business is repairing, upgrading, and modifying circuit breakers and electrical switchgear. In addition to the repairs CPS sells new electrical equipment. The company is privately owned by Danny Davis (President), Michael Davis (Treasurer), and Larry Lovelace (Secretary). CPS desires to relocate its business operations to a 4.7 acre tract of land located at 1030 South Persimmon in Tomball, TX. The relocation will facilitate the construction of an approximately 21,000 square foot building for the company's corporate office, shop, and shipping and warehouse spaces. The project will include the relocation of 16 employees and the creation of up to 6 new jobs over the next three years. The estimated capital investment for the project is \$2,010,000.

Economic Impact Over the First 10 Years

The project will have the following economic impact on the City of Tomball area over the first 10 years:

Economic Impact Over the First 10 Years			
	Direct	Indirect & Induced	Total
Total number of permanent direct and indirect jobs to be created	22	21	43
Salaries to be paid to direct and indirect workers	\$13,226,574	\$8,220,316	\$21,446,890
Taxable sales and purchases expected in the city	\$3,665,684	\$719,278	\$4,384,962
The value of new residential property to be built for direct and indirect workers who move to the city by Year 10	\$0	\$0	\$0
The market value the firm's property on local tax rolls in Year 1	\$2,522,000	\$0	\$2,522,000

Fiscal Impact Over the First 10 Years

Over the first 10 years, the City of Tomball and Tomball EDC can expect the following net benefits from the facility, its employees, and workers in spin-off jobs created in the community:

Costs and Benefits for the City Over the First 10 Years			
	Benefits	Costs	Net Benefits
Sales taxes allocated to the City	\$65,774	\$0	\$65,774
Sales taxes allocated to Tomball EDC	\$21,925	\$0	\$21,925
Property taxes	\$93,292	\$0	\$93,292
Utility revenues	\$138,886	\$0	\$138,886
Utility franchise fees	\$11,538	\$0	\$11,538
Hotel occupancy taxes	\$13,102	\$0	\$13,102
Other taxes and user fees	\$8,869	\$0	\$8,869
Building permits and fees	\$5,265	\$0	\$5,265
Costs of providing utilities	\$0	\$124,998	(\$124,998)
Costs of providing municipal services for new residents	\$0	\$19,742	(\$19,742)
Total	\$358,652	\$144,740	\$213,912

ECONOMIC IMPACT EXECUTIVE SUMMARY: COASTAL POWER SYSTEMS

Net Benefits To The City From The Direct and Indirect Sources

The city will receive benefits from direct and indirect economic impacts that result from the project. The benefits, associated costs and net benefits for the first 10 years are shown below, divided between direct and indirect impacts.

Net Benefits to the City from Direct and Indirect Sources			
<i>Benefits/Costs from:</i>			
	<i>Direct</i>	<i>Indirect & Induced</i>	<i>Total</i>
<u><i>Additional revenues:</i></u>			
Sales taxes allocated to the City	\$54,985	\$10,789	\$65,774
Sales taxes allocated to Tomball EDC	\$18,328	\$3,596	\$21,925
Property taxes	\$93,292	\$0	\$93,292
Utility revenues	\$106,475	\$32,411	\$138,886
Utility franchise fees	\$9,326	\$2,213	\$11,538
Hotel occupancy taxes	\$13,102		\$13,102
Other taxes and user fees	\$2,956	\$5,913	\$8,869
Building permits and fees	\$5,265		\$5,265
Total additional revenues	\$303,730	\$54,922	\$358,652
<u><i>Additional costs:</i></u>			
Costs of providing utilities	\$95,828	\$29,170	\$124,998
Costs of providing municipal services for new residents	\$6,581	\$13,162	\$19,742
Total additional costs	\$102,408	\$42,332	\$144,740
Net Benefits	\$201,322	\$12,590	\$213,912
<i>Percent of total net benefits for city</i>	<i>94%</i>	<i>6%</i>	

The net benefits to the city over the first 10 years are estimated to accrue as detailed below.

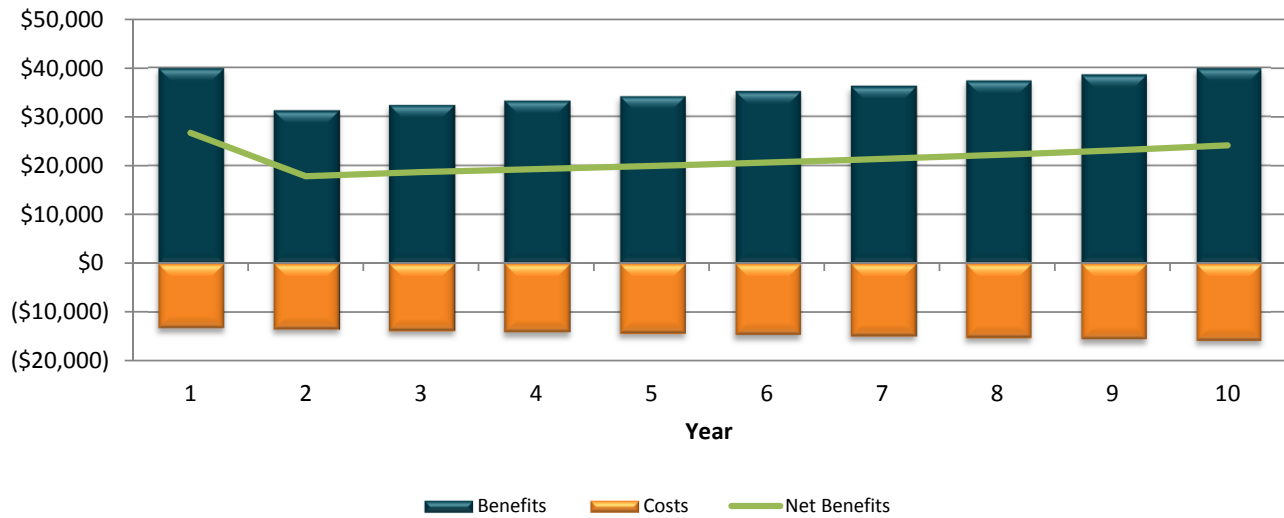
Net Benefits to the City by Year				
	Benefits	Costs	Net Benefits	Cumulative Benefits
Year 1	\$39,949	\$13,219	\$26,731	\$26,731
Year 2	\$31,295	\$13,483	\$17,812	\$44,543
Year 3	\$32,438	\$13,753	\$18,685	\$63,227
Year 4	\$33,310	\$14,028	\$19,282	\$82,510
Year 5	\$34,234	\$14,308	\$19,926	\$102,435
Year 6	\$35,217	\$14,594	\$20,622	\$123,057
Year 7	\$36,266	\$14,886	\$21,379	\$144,437
Year 8	\$37,390	\$15,184	\$22,206	\$166,643
Year 9	\$38,600	\$15,488	\$23,112	\$189,755
Year 10	\$39,955	\$15,797	\$24,157	\$213,912
Total	\$358,652	\$144,740	\$213,912	
<i>Present Value of Net Benefits*</i>			<i>\$164,571</i>	

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. A dollar today and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Fiscal Impact Over the First 10 Years

The graph below depicts the costs, benefits and net benefits to the city over the first 10 years.

Net Benefits Over the First 10 Years



Incentives

Tomball EDC may consider the following incentives for the project:

Incentives	
Year 1	\$30,731
Year 2	\$0
Year 3	\$0
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

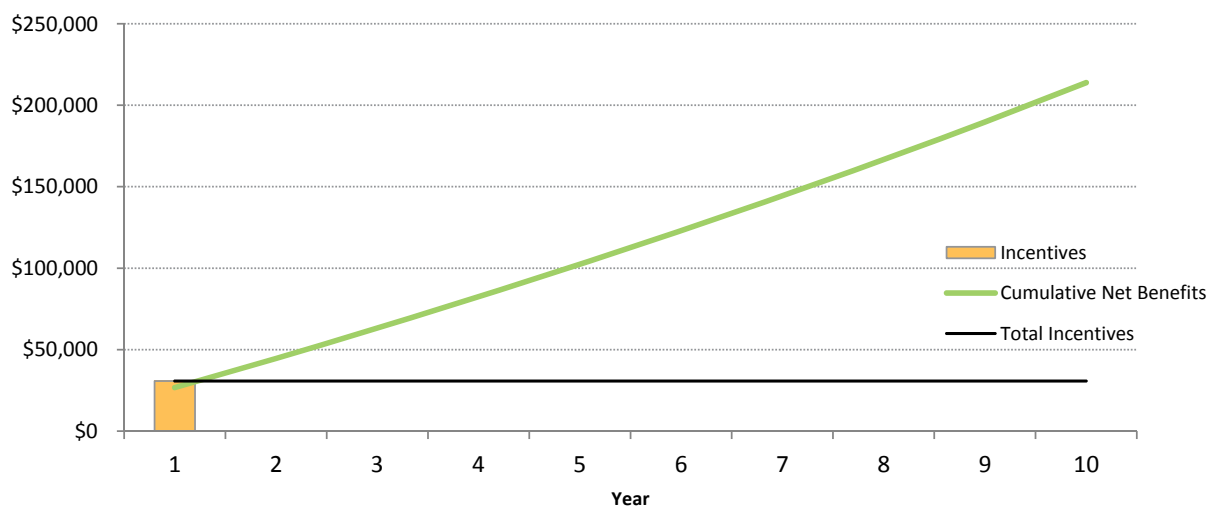
The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return and payback period.

Analysis of Incentives	
Total Incentives	\$30,731
Rate of Return Over 5 Years	66.7%
Payback period (years)	1.2

* Rate of Return and Payback Period are calculated based on the sum of annual incentives rather than the PV of 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.

Incentives vs. Cumulative Net Benefits



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 **Coastal Power Systems**. (the “Company”), 211 Blue Bell Road, Houston, Texas 77037.

WITNESSETH:

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

WHEREAS, the Company proposes to develop a 4.49 acre tract of land within the City, located at 1030 South Persimmon, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 211 Blue Bell Road, Houston, Texas 77037, proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to expend funds to construct a 21,300 square foot office/warehouse facility and make other capital improvements (the “Improvements”), generally described in Exhibit “B,” attached hereto and made a part hereof, as are necessary; and

WHEREAS, the Company also proposes to move sixteen (16) full-time employees to the Property and to create six (6) new employment positions in Tomball in conjunction with the relocation and development of its business operations at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Thirty Thousand Seven Hundred and Thirty-One Dollars (\$30,731.00) to assist in the construction of the Improvements, the relocation of the sixteen (16) employees, and the creation of the six (6) new employment positions at the Property; and

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

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be suitable for the relocation of the corporate headquarters to promote and develop new business enterprises on the Property;

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

1.

Except as provided by paragraph 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain twenty-two (22) employees on the Property.

2.

The construction of the Improvements, the relocation of the sixteen (16) employees, the hiring of the six (6) new employees, and the obtaining of all necessary occupancy permits from the City must occur within twenty-four (24) months from the Effective Date of this Agreement.

Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Thirty Thousand Seven Hundred and Thirty-One Dollars (\$30,731.00) to fund a portion of the cost of the Improvements, the relocation of the sixteen (16) employees, and the addition of the six (6) new employees to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) 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 the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a copy of a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification 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) Proof of payment to all contractors and subcontractors providing work and/or

materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90 day Treasury Bill plus $\frac{1}{2}\%$ per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90 day Treasury Bill plus $\frac{1}{2}\%$ per annum, within 120 days after the TEDC notifies the Company of the violation.

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

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

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

8.

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

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

If to Company: Coastal Power Systems
211 Blue Bell Road,
Houston, Texas 77037
Attn: Danny Davis, Owner and 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 _____ 2015 (the "Effective Date").

COASTAL POWER SYSTEMS

By: _____

Name: Danny Davis

Title: President and Owner

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 _____
2015, by Danny Davis, the President and Owner of Coastal Power Systems, 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 _____
2015, 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

DESCRIPTION OF 4.4940 A TRACT OR PARCEL OF LAND CONTAINING 4.4940 ACRES BEING OUTLOT NO. 271 CORRECTED MAP OF TOMBALL OUTLOTS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 75 OF THE HARRIS COUNTY MAP RECORDS AND BEING IN THE JESSE PRUITT SURVEY, ABSTRACT 629 IN HARRIS COUNTY, TEXAS, SAID CORRECTED MAP BEING A PORTION OF FIVE ACRE TRACT IN TOMBALL TOWNSITE AS RECORDED IN VOLUME 2, PAGE 65 OF THE HARRIS COUNTY MAP RECORDS. SAID 4.4940 ACRE TRACT BEING FILED UNDER HARRIS COUNTY CLERK'S FILE NO. G371105 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

COMMENCING AT A 1 INCH IRON PIPE FOUND MARKING THE NORTHEAST CORNER OF OUTLOT NO. 25 IN THE WEST RIGHT-OF-WAY LINE OF SOUTH PERSIMMON ROAD AND ON THE SOUTH RIGHT-OF-WAY LINE OF A 30 FOOT WIDE UNIMPROVED ROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMMON ROAD, SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST A DISTANCE OF 1513.74 FT. TO A 518 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT SAME BEING THE SOUTHEAST CORNER OF OUTLOT NO. 267 AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 6705665;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST A DISTANCE OF 377.56 FT. TO A 1 INCH GALVANIZED IRON PIPE FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT SAME BEING THE NORTHEAST CORNER OF OUTLOT 274 AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. P992241;

THENCE ALONG THE COMMON LINE BETWEEN SAID OUTLOTS NO. 271 AND 274 NORTH 89 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 577.41 FT. TO A 518 INCH IRON ROD FOUND WITH CAP TO A 1 INCH IRON PIPE FOUND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT SAME BEING THE NORTHWEST CORNER OF SAID OUTLOT NO. 274 THE NORTHEAST CORNER OF OUTLOT NO. 273 AND THE SOUTHEAST CORNER OF OUTLOT NO. 270 AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. G001186 SAID CORNER BEARS NORTH 00 DEGREES 19 MINUTES 08 SECONDS EAST A DISTANCE OF 376.55 FT. FROM AN AXLE FOUND MARKING THE COMMON CORNER OF OUTLOTS NO. 273, 274, 276 AND 277;

THENCE ALONG THE COMMON LINE BETWEEN SAID OUTLOTS NO. 270 AND 271, NORTH 00 DEGREES 19 MINUTES 08 SECONDS EAST A DISTANCE OF 377.55 FT. TO A 1 INCH IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT SAME BEING THE SOUTHEAST CORNER OF OUTLOT NO. 266 THE NORTHEAST CORNER OF OUTLOT NO. 270 AND THE SOUTHWEST CORNER OF OUTLOT NO. 267;

THENCE ALONG THE COMMON LINE BETWEEN SAID OUTLOTS NO. 637 AND 271 SOUTH 89 DEGREES 32 MINUTES 02 SECONDS EAST A DISTANCE OF 574.98 FT. TO THE PLACE OF BEGINNING AND CONTAINING 4.4940 ACRES OF LAND, MORE OR LESS.

Exhibit B

Description of Improvements

Construction of a 21,300 square foot office/warehouse facility comprised of the following: 3,500 square foot corporate office space, 800 square foot climate controlled storage space, 3,000 square foot shop space, and 14,000 square foot of warehouse and shipping/receiving space, along with related parking and drive aisles and detention facility to be located at 1030 South Persimmon, Tomball, Texas 77375.

Regular City Council

Agenda Item

Meeting Date: June 1, 2015

Data Sheet

Topic:

Approve, on First Reading, Resolution No. 2015-12-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and WhiteWater Express, to make direct incentives to, or expenditures for, assistance with infrastructure costs for the promotion of new or expanded business enterprise related to the construction of a new commercial facility to be located on a 0.86 acre tract of land at 14614 FM 2920, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$19,680.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project" of the Corporation. At its regular meeting on May 19, 2015, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with WhiteWater Express for the promotion of new or expanded business development related to the construction of a new commercial facility (a 4,500 square foot car wash facility on a 0.86 acre tract of land) to be located at 14614 FM 2920, Tomball, Texas 77377). The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination:

Clayton Clark, President - WhiteWater Express

Recommendation:

Approval of Resolution No. 2015-12-TEDC on first reading

Funding: Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Resolution No. 2015-12-TEDC

TEDC Memo

Request Letter

Draft Agreement

Economic Impact Analysis Report

RESOLUTION NO. 2015-12-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND WHITEWATER EXPRESS 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 Nineteen Thousand Six Hundred and Eighty Dollars (\$19,680.00), found by the Board to be required or suitable to promote a new business development by WhiteWater Express; 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 Nineteen Thousand Six Hundred and Eighty Dollars (\$19,680.00), to WhiteWater Express in accordance with an economic development agreement by and between the TEDC and WhiteWater Express, to promote and develop a new or expanded business enterprise, to be located at 14614 FM 2920, Tomball, Texas 77377.

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

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

PASSED AND APPROVED on first reading this ____ day of _____, 2015.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of _____, 2015.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: June 1, 2015

SUBJECT: WhiteWater Express Performance Agreement

The Tomball Economic Development Corporation has received a request from Clayton Clark, President of WhiteWater Express, for assistance with infrastructure costs related to the development of a proposed 4,500 square foot car wash facility on a 0.86 acre tract of land located at 14614 FM 2920, Tomball, Texas 77377.

Mr. Clark is the former Chief Operating Officer of Bubbles Car Wash as well as the former President of Southwest Carwash Association. He has two business partners, Shane Wilson, Owner/President of Louetta Automotive, and Steve Mathis, CEO of Louetta Automotive.

The company is currently under contract to purchase the property located at 14614 FM 2920 in Tomball. Mr. Clark is requesting grant funding assistance with infrastructure costs that are necessary to develop the project. The eligible infrastructure improvements include water and sewer extensions, drainage facilities, electrical service, and related site improvements totaling approximately \$200,000.00.

The project will create 8 full time jobs in the city with average salaries of \$40,000 per employee. The estimated value of the property and improvements is \$2,000,000.00.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy.

The attached agreement proposes grant funding in an amount not to exceed \$19,680, based on actual expenditures for the approved Infrastructure Improvements. The incentive was calculated based upon 30 percent of the project's net benefit to the City over a five year term.



16228 Huffmeister Road
Cypress, Texas 77429
281-304-2517

May 4, 2015

Tomball Economic Development Corporation
PO Box 820
Tomball, Texas 77377-0820

Attn: Kelly Viollete

Dear Kelly,

My name is Clayton Clark, I am a Partner and the President of WhiteWater Express. WhiteWater Express is a new business that operates an express car wash with a NAICS code of 811192. Previously I was the Chief Operating Officer at Bubbles Car Wash for 22 years and the former President of The Southwest Car Wash Association. I have 2 partners Steve Mathis and Shane Wilson. Shane is the owner and President of Louetta Automotive. We are scheduled to open WhiteWater Express in Tomball during the 4th quarter of 2015.

I am writing to request your consideration of funding assistance on our expansion into Tomball. The address of our proposed expansion is 14614 FM 2920, Tomball Texas 77377. The location is currently undeveloped and was previously a restaurant. The lot is approximately 37,287 square feet with a current appraised value of \$559,305. We have planned improvements to the property of \$2,000,000 that will include building, land, equipment and landscaping improvements. We anticipate construction to begin in August and take approximately 4 months.

WhiteWater Express is currently under contract for the property with an expected closing date of July 20, 2015. On the property we will build a 4,500 square foot modern building, install first class, state of the art signage and provide extensive landscaping to improve the appearance of the property.

WhiteWater Express will have 8 employees with an average salary of \$40,000 per employee. 6 employees will be hired in 2015 and the other 2 employees will be added in 2016.

WhiteWater is very excited about opening our first location in Tomball and look forward to working with Tomball Economic Development team. Please advise on assistance that can be provided.

My contact details are as follows:

Clayton Clark
President of WhiteWater Express
16228 Huffmeister Road
Cypress, Texas 77429
Tell: 281-304-2517
Cell: 832-731-8031
Email: cclark@whitewatercw.com

Thank you in advance for your consideration and if you need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to be "Clayton Clark", written over a horizontal line.

Clayton Clark



WHITEWATER EXPRESS



January 2015



Partners

Shane Wilson

Owner/President of Louetta Automotive since 1999. Currently 9 locations in the Houston area. President of Louetta Properties, which currently owns and manages 20 properties in the Houston area.

Clayton Clark

Previous COO of Bubbles Car Wash for 22 years with 13 Houston area locations. Bubbles was purchased by Mister Car Wash in June 2013. Currently the President of Southwest Carwash Association.

Steve Mathis

CEO of Louetta Automotive. Previously Executive Vice President of Equivalent Data for 18 years. When Steve started with Equivalent Data it had 1 location and \$1 Million in revenue. In 2012 it had 5 locations and \$22 Million in revenue. Equivalent Data was sold to private equity group Trinity Hunt in May 2012.



Our Story

Whitewater Express was conceived on the belief of building a better, faster, and high quality car wash at an amazing value.

Now an opportunity has been presented to partner with a leader in the automotive service industry, Louetta Automotive, and a leader in the car wash industry with Clayton Clark. Our mission is to build a chain of exterior express car washes in the Cypress, Texas area with continued expansion in local communities and beyond.

After spending 22 years operating the express car washes under the Bubbles Car Wash name, we know we have perfected the ultimate express car wash. We will invest in modern facilities, install the most innovative car wash equipment, and professional landscaping to make a positive impact in our community.

Just like Louetta Automotive, our employees will be our most valuable asset. We will only employ the best people in the service industry and maintain a professional uniformed experience. Our locations will be eco-friendly by using environmentally friendly (GREEN) soaps and waxes while using water savings techniques and equipment.

We are currently opening 3 locations in the Cypress, Texas area within the next 18 months. We will continue growing our model at a substantial rate in the future without sacrificing our commitment to quality and service.



Always Rapidly Clean

Vision

To make a difference in our communities, environment, and the lives of our customers and employees through the most innovative express car wash experience.

Commitment

To use our beliefs, values and standards to create the ultimate car wash experience.

Mission

To deliver the highest quality car wash experience at an amazing value, while continuously exceeding our customer's expectations.

Promise

- Provide safe, clean, modern, and environmentally friendly locations
- Continuously improve and search for innovative technologies
- Our most valuable asset is our employees
- Without loyal, repeat customers nothing else matters
- Never compromise honesty and personal integrity
- Ensure the growth and profitability of our business through customer retention and improving the customer experience
- Provide exceptional customer service
- Help each other grow, personally and professionally
- Provide a fun and exciting way to wash your vehicle



Our Design



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 **WhiteWater Express** (the “Company”), 16228 Huffmeister Road, Cypress, Texas 77429.

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 approximately 0.86 acre tract of land within the City, located at 14614 FM 2920, 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 a 4,500 square foot car wash facility (the “Improvements”) on the site, and more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the TEDC agrees to provide to the Company funding in an amount not to exceed Nineteen Thousand Six Hundred and Eighty Dollars (\$19,680.00), to assist in the construction of certain targeted infrastructure necessary to promote and develop a new business

enterprise on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are site improvements and utilities including water, sewer, electric, and drainage facilities (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 4,500 square foot car wash facility (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the final estimated costs of the construction of such Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The Development of the Property, including construction of the Improvements shall be completed, and all necessary occupancy permits from the City shall be obtained, within eighteen months of

the Start Date. Extensions of these deadlines, due to extenuating circumstances or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further represents and agrees that the Improvements described in Paragraph 1 hereof will be operated 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 lessee 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 by 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 Improvements in an amount not to exceed Nineteen Thousand Six Hundred and Eighty Dollars (\$19,680.00), or an amount equal to forty percent (40%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the actual cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) verification 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 Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released; and, (f) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

6.

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

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default. It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

7.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

8.

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.

9.

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: WhiteWater Express
16228 Huffmeister Road
Cypress, TX 77429
Attn: Clayton Clark, Partner / President

10.

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.

11.

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.

12.

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.

13.

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.

14.

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 _____ 2015 (the “Effective Date”).

WHITEWATER EXPRESS

By: _____
Name: _____
Title: _____

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2015, by _____, the _____ of
WhiteWater Express 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 _____
2015, by _____, President of the Board of Directors of the
Tomball Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

EXHIBIT "A"

Legal Description of Property

0.86 ACRES (37,272 SQ.FT.) ALL OF A CALLED 0.8556 ACRES
RECORDED UNDER C.F. Z417949 O.P.R.R.P. H.C.T.
IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34
HARRIS COUNTY, TEXAS

Being 0.86 acres (37,272 square feet) of land, all of a called 0.8556 acres, conveyed to CL Shores Center, LTD., by deed recorded under County Clerk's File Number (C.F.) Z417949 Official Public Records Real Property of Harris County, Texas (O.P.R.R.P. H.C.T.). said 0.86 acre tract lying in the Joseph House Survey, Abstract 34 and being more particularly described by metes and bounds as follows;

BEGINNING at a found 5/8 inch iron rod with cap in the north right-of-way (R.O.W.) of F.M. 2920, 120' Public R.O.W., marking the southwest corner of Lot 1-A, Tomball 2920 Replat No.1, recorded under Filmcode 647068 Map Records of Harris County, Texas (M.R.H.C.T.) also being the southeast corner of the herein described tract;

THENCE South 87°41'32" West, along said R.O.W., a distance of 102.50 feet to a found 5/8 inch iron rod with cap, marking the southeast corner of the Remainder of a called 37.942 acres, conveyed to Ken D. Parr, by deed recorded under C.F. U499904 O.P.R.R.P. H.C.T., also being the southwest corner of the herein described tract;

THENCE North 02°03'46" West, along the east line of said Remainder, a distance of 363.63 feet to a found 5/8 inch iron rod with cap in the south line of Lot 1-B, of said Tomball 2920 Replat No.1, marking the northeast corner of said Remainder and the northwest corner of therein described tract;

THENCE North 87°41'32" East, along said south line, a distance of 102.50 feet to a found 5/8 inch iron rod with cap, marking an internal corner of said Lot 1-B, also being the northeast corner of the herein described tract;

THENCE South 02°03'46" East, passing at a distance of 132.98 feet a found 5/8 inch iron rod with cap, marking the common corner of said Lots 1-B and 1-A, continuing for a total distance of 363.63 feet to the POINT OF BEGINNING and containing a computed 0.86 acres (37,272 square feet) of land.

EXHIBIT "B"

Description of Improvements

Construction of a 4,500 square foot car wash facility on an approximately 0.86 acre tract of land located at 14614 FM 2920, Tomball, TX 77377.

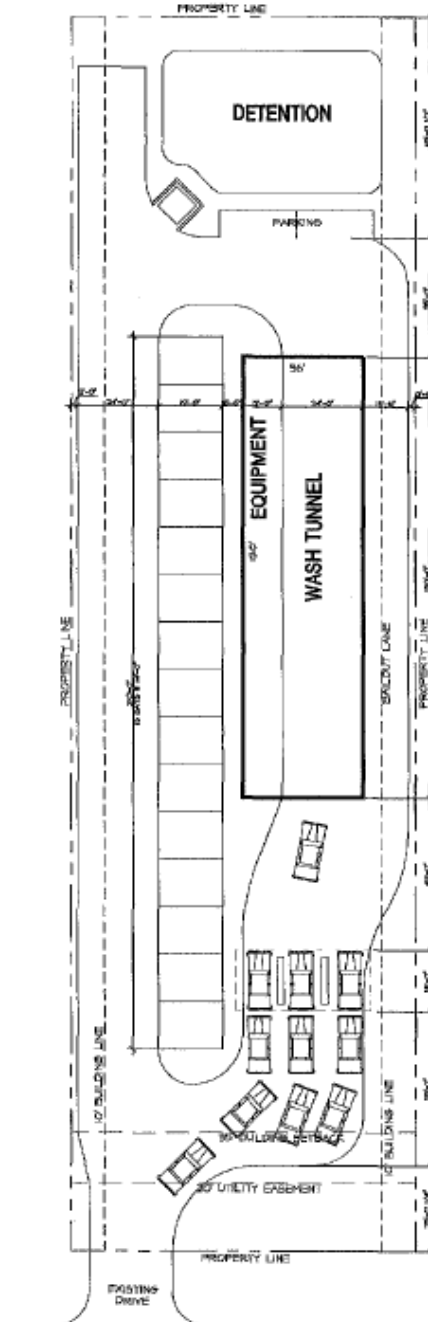


EXHIBIT “C”

Description of Infrastructure Improvements

- Electrical to the site- \$10,000
- Sewer Tap- \$5,000
- Communications- \$5,000
- Site work/Underground drainage- \$75,000
- Detention work- \$75,000
- 2 inch Water Tap - \$30,000

Total: \$200,000

Economic Impact of White Water Express Car Wash in Tomball, TX

Executive Summary

May 13, 2015

Prepared by:

Tomball Economic Development Corporation
29201 Quinn Road
Tomball, TX 77375

This summary was prepared by the Tomball Economic Development Corporation using Quick Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.

ECONOMIC IMPACT EXECUTIVE SUMMARY: WHITE WATER EXPRESS CAR WASH

Project Description

White Water Express desires to construct a 4,500 square foot car wash facility on a 0.86 acre tract of land located at 14614 FM 2920, Tomball, Texas 77377. The facility will include a 130 foot tunnel with of state of the art washing equipment that is safe for all vehicles. White Water Express will also offer free self-service vacuums for customers. The facility will be open 7 days a week and hours of operation will be from 8am to 7pm. The estimated capital investment for the project is \$2,000,000, including land, a new building, site and infrastructure improvements, equipment and landscaping. WhiteWater Express will have 8 employees with an average salary of \$40,000 per employee. 6 employees will be hired in 2015 and the other 2 employees will be added in 2016. The projected opening date will be the 4th quarter of 2015.

Economic Impact Over the First 10 Years

The project will have the following economic impact on the City of Tomball area over the first 10 years:

Economic Impact Over the First 10 Years			
	Direct	Indirect & Induced	Total
Total number of permanent direct and indirect jobs to be created	9	3	12
Salaries to be paid to direct and indirect workers	\$4,321,941	\$2,108,243	\$6,430,184
Taxable sales and purchases expected in the city	\$648,345	\$52,706	\$701,051
The value of new residential property to be built for direct and indirect workers who move to the city by Year 10	\$0	\$0	\$0
The market value the firm's property on local tax rolls in Year 1	\$2,050,000	\$0	\$2,050,000

Fiscal Impact Over the First 10 Years

Over the first 10 years, the City of Tomball and Tomball EDC can expect the following net benefits from the facility, its employees, and workers in spin-off jobs created in the community:

Costs and Benefits for the City Over the First 10 Years			
	Benefits	Costs	Net Benefits
Sales taxes allocated to the City	\$10,516	\$0	\$10,516
Sales taxes allocated to Tomball EDC	\$3,505	\$0	\$3,505
Property taxes	\$64,773	\$0	\$64,773
Utility revenues	\$327,025	\$0	\$327,025
Utility franchise fees	\$9,124	\$0	\$9,124
Hotel occupancy taxes	\$3,095	\$0	\$3,095
Other taxes and user fees	\$0	\$0	\$0
Building permits and fees	\$3,240	\$0	\$3,240
Costs of providing utilities	\$0	\$294,323	(\$294,323)
Costs of providing municipal services for new residents	\$0	\$0	\$0
Total	\$421,278	\$294,323	\$126,955

ECONOMIC IMPACT EXECUTIVE SUMMARY: WHITE WATER EXPRESS CAR WASH

Net Benefits To The City From The Direct and Indirect Sources

The city will receive benefits from direct and indirect economic impacts that result from the project. The benefits, associated costs and net benefits for the first 10 years are shown below, divided between direct and indirect impacts.

Net Benefits to the City from Direct and Indirect Sources			
<i>Benefits/Costs from:</i>			
	<i>Direct</i>	<i>Indirect & Induced</i>	<i>Total</i>
<u><i>Additional revenues:</i></u>			
Sales taxes allocated to the City	\$9,725	\$791	\$10,516
Sales taxes allocated to Tomball EDC	\$3,242	\$264	\$3,505
Property taxes	\$64,773	\$0	\$64,773
Utility revenues	\$327,025	\$0	\$327,025
Utility franchise fees	\$9,124	\$0	\$9,124
Hotel occupancy taxes	\$3,095		\$3,095
Other taxes and user fees	\$0	\$0	\$0
Building permits and fees	\$3,240		\$3,240
Total additional revenues	\$420,223	\$1,054	\$421,278
<u><i>Additional costs:</i></u>			
Costs of providing utilities	\$294,323	\$0	\$294,323
Costs of providing municipal services for new residents	\$0	\$0	\$0
Total additional costs	\$294,323	\$0	\$294,323
Net Benefits	\$125,901	\$1,054	\$126,955
<i>Percent of total net benefits for city</i>	<i>99%</i>	<i>1%</i>	

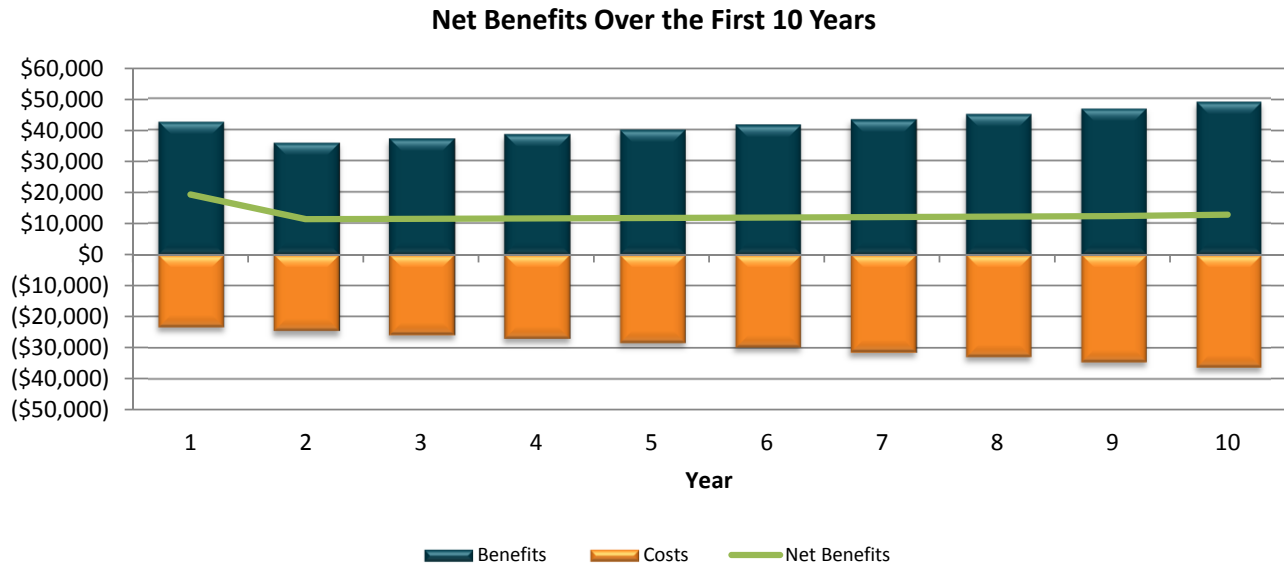
The net benefits to the city over the first 10 years are estimated to accrue as detailed below.

Net Benefits to the City by Year				
	Benefits	Costs	Net Benefits	Cumulative Benefits
Year 1	\$42,742	\$23,400	\$19,342	\$19,342
Year 2	\$35,963	\$24,570	\$11,393	\$30,734
Year 3	\$37,285	\$25,799	\$11,486	\$42,221
Year 4	\$38,717	\$27,088	\$11,628	\$53,849
Year 5	\$40,194	\$28,443	\$11,751	\$65,600
Year 6	\$41,753	\$29,865	\$11,888	\$77,488
Year 7	\$43,399	\$31,358	\$12,041	\$89,529
Year 8	\$45,136	\$32,926	\$12,210	\$101,738
Year 9	\$46,968	\$34,572	\$12,395	\$114,134
Year 10	\$49,122	\$36,301	\$12,821	\$126,955
Total	\$421,278	\$294,323	\$126,955	
<i>Present Value of Net Benefits*</i>			<i>\$99,004</i>	

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. A dollar today and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Fiscal Impact Over the First 10 Years

The graph below depicts the costs, benefits and net benefits to the city over the first 10 years.



ECONOMIC IMPACT EXECUTIVE SUMMARY: WHITE WATER EXPRESS CAR WASH

Incentives

Tomball EDC may consider the following incentives for the project:

Incentives	
Year 1	\$19,680
Year 2	\$0
Year 3	\$0
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

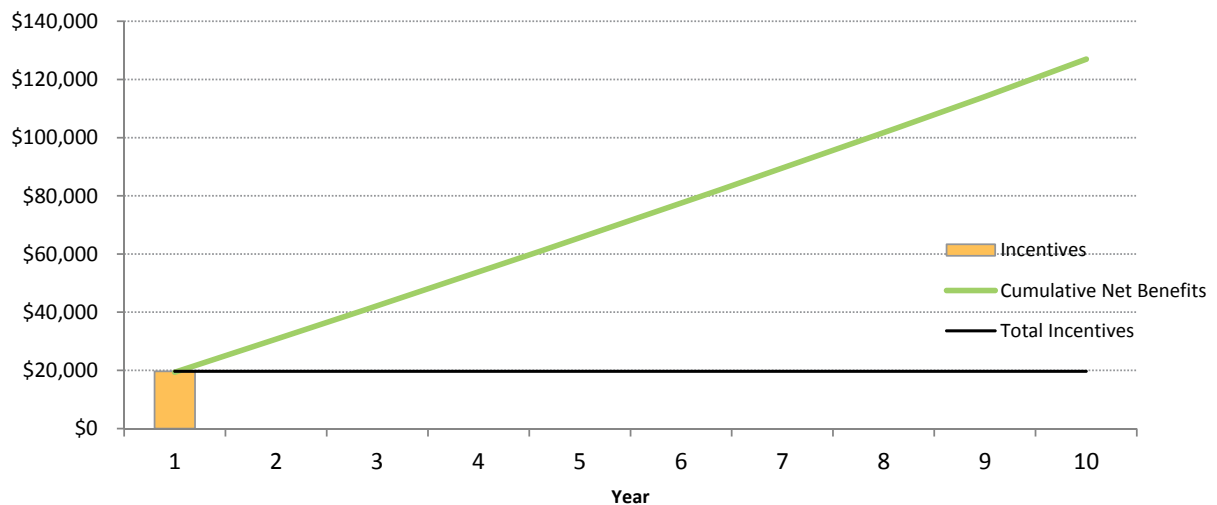
The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return and payback period.

Analysis of Incentives	
Total Incentives	\$19,680
Incentives Per Job	\$2,187
Rate of Return Over 5 Years	66.7%
Payback period (years)	1.0

* Rate of Return and Payback Period are calculated based on the sum of annual incentives rather than the PV of 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.

Incentives vs. Cumulative Net Benefits



Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 1, 2015

Topic:

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with American National Carbide, to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of its manufacturing facility located at 915 South Cherry Street, Tomball, Texas. The estimated amount of expenditures for such Project is \$46,763.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its regular meeting on May 19, 2015, the TEDC Board of Directors did take formal action to approve, as Project of the TEDC, an agreement with American National Carbide for the creation or retention of primary jobs. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination:

D. Greg Stroud, President, American National Carbide

Recommendation:

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

Funding: Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Cover Memo

Request Letter

Economic Impact Analysis Report

Draft Performance Agreement



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: June 1, 2015

SUBJECT: American National Carbide Performance Agreement

American National Carbide (ANC) specializes in the manufacture of finished tungsten carbide products for metalworking, mining and drilling, and wood processing, and is one of only four companies in the United States with the ability to recycle tungsten carbide scrap into raw material. ANC has been in business in Tomball since 1970 and is located within a 52,000 square foot office/warehouse facility at 915 South Cherry Street.

At its May 24, 2011 Regular Board Meeting, the TEDC Board of Directors approved a performance agreement with American National Carbide in an amount not to exceed \$75,000.00 for assistance with the expansion of its tungsten carbide recycling division and the addition of 25 new full-time employees to the property.

Subsequently, the TEDC Board of Directors approved three one-year time extension requests for the project at the request of D. Greg Stroud, President of American National Carbide. The third time extension will expire on August 13, 2015.

In the previous time extension request, Mr. Stroud indicated that the completion of the project and fulfillment of the performance obligations was delayed due to issues with equipment that was purchased for the expansion. After completing an 8,000 square foot building expansion in February 2013 and investing nearly \$3 million in new equipment, the last major piece of equipment was delivered a year after its expected date of receipt and once installed it was found to be defective and missing necessary features that prevented it from operating correctly. A warranty claim was filed with the manufacturer; however it has yet to be corrected by the vendor.

As a result of the delays and issues with the equipment, American National Carbide suffered significant financial setbacks and was forced to reduce its workforce from 70 to 48 employees. In the attached request letter, Mr. Stroud details the hardships the company has undergone over the past several years and explains the current plans for

moving forward. ANC is currently in final negotiations with a private equity group that will finance the company's growth plans and help reestablish ANC's economic stability.

Mr. Stroud requested that the existing performance agreement be terminated and that a new performance agreement be considered that reflects the company's current situation. The TEDC Board of Directors approved the termination of the existing performance agreement on May 19, 2015 and approved a new agreement for the retention of the company's existing 48 employees and the creation of 35 new employment positions, along with the addition of new equipment valued at \$700,000.00 and an additional \$800,000 in inventory. No funds were expended under the original performance agreement because the criteria had not been met.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated five year net benefit to the city is \$155,876.00. The proposed incentive is \$46,763.00, based upon 30% of the five year net benefit.



American National Carbide

May 7, 2015

Kelly Violette
Tomball Economic Development Corporation
P.O. Box 820
Tomball, TX 77377

Dear Ms. Violette:

Please accept this letter as our formal request for funding assistance under the job creation/retention grant program. We already have an agreement in place that is dated August 2011, which was meant to support our 2012 building expansion. For several reasons we have been unable to meet the requirements of that agreement, and we are requesting that the 2011 agreement be terminated and a new agreement be executed that reflects our current situation.

As you may recall, we are a manufacturer of tungsten carbide products serving the oil and gas and metalworking industries (NAICS codes 332117, 333514, 333515). We are also one of the few companies in the United States that recycles scrap carbide back into usable raw material. This recycling operation was the basis of our initial expansion plans in 2012. After successfully expanding our building space and purchasing nearly \$3M worth of new equipment, we encountered major difficulties with our equipment vendor. The end result was the equipment was delivered nearly a year past its expected date of receipt, and all the while the vendor kept promising delivery every two weeks, so we maintained our labor force and expense structure in anticipation of the delivery. During that time, because of the delay, we ended up losing money because the revenue we expected from the new equipment to cover the expenses was not there. Then when the equipment was finally installed, we discovered defects and missing features that prevented it from operating correctly. These defects have yet to be formally corrected by the vendor, although we have since installed our own work-around that allows us to run them. However, the losses incurred from the equipment delay caused dominoes to start falling. Over the next two years, we burned through our inventory to make up for the lost revenue, which destroyed profitability and the balance sheet; we got behind with payables, because we were focused on buying material to feed the operation; we used a line of credit to fund the losses and were unable to pay it down; we uncovered an embezzlement scheme that cost us over \$100K, etc. Because of these losses, we were forced to shed about 30% of our workforce. After two extensions of the original 2011 grant agreement, we are still not in a position to benefit from its terms. However, ANC is in the final stages of agreeing to terms with a private equity group (Pelican Energy Partners) that will finance the aggressive growth plans contemplated in the original agreement.

From its current roster of 48 employees, we anticipate the addition of six employees within a month of the close of the deal with our equity partners and up to an additional 20 employees over the 12-month period after the deal is closed in June 2015. The average annual wage of these proposed jobs will be approximately \$40,000.00. There is further potential to add another 10-15 employees in the 12-month period starting August 2016.

In addition, a substantial investment in inventory and new equipment will be made shortly after the close of the equity deal. We anticipate adding approximately \$800,000.00 in inventory during the first year of the expansion, as well as upwards of \$500,000.00 in new equipment, with further and ongoing purchases made past the first year to support our growth plans in amounts of at least \$100,000.00 per year.

All planned expansion will take place at our 915 South Cherry Street headquarters. Our 7.25 acre tract includes 52,000 square feet of manufacturing and office space under roof. An appraisal before the 2012 expansion indicated the value of the property is \$1.975 million, so we believe the fair market after the building expansion and some appreciation in value to be approximately \$2.3 million.

We will be initiating the expansion as soon as our equity agreement is executed in June 2015, so your prompt response regarding eligibility is appreciated. If you need further information, please feel free to contact me at the number below. As always, we appreciate the opportunity to work with you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Greg Stroud', written in a cursive style.

D. Greg Stroud, President



ECONOMIC DEVELOPMENT ASSISTANCE APPLICATION

Initials of Company Official: Dus

Texas Government Code Section 2264.01 Certification

Company certifies that Company, or a branch, division, or department of Company, does not and will not knowingly employ an undocumented worker. If, after receiving a public subsidy, Company or a branch, division, or department of Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the amount of the public subsidy paid by TEDC to Company with interest at the rate of 18% per annum, not later than the 120 days after the date that Company receives a notification of such a violation.

The company's representative that is authorized to enter into a binding agreement with TEDC is:

Name: Greg Stroud Title: President


Signature of Company Representative

President
Title

Economic Impact of American National Carbide in Tomball, TX

Executive Summary

May 14, 2015

Prepared by:

Tomball Economic Development Corporation
29201 Quinn Road
Tomball, TX 77375

This summary was prepared by the Tomball Economic Development Corporation using Quick Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.

ECONOMIC IMPACT EXECUTIVE SUMMARY: AMERICAN NATIONAL CARBIDE

Project Description

American National Carbide (ANC) specializes in the manufacture of finished tungsten carbide products for metalworking, mining and drilling, and wood processing, and is one of only four companies in the United States with the ability to recycle tungsten carbide scrap into raw material. ANC has been in business in Tomball since 1970 and is located within a 52,000 square foot office/warehouse facility at 915 South Cherry Street. In 2013, ANC completed an 8,000 square foot building expansion and purchased approximately \$3 million in new equipment to expand its tungsten carbide recycling division. The company is currently planning to add 35 new employment positions along with additional equipment valued at \$700,000.00 and an additional \$800,000 in inventory.

Economic Impact Over the First 10 Years

The project will have the following economic impact on the City of Tomball area over the first 10 years:

Economic Impact Over the First 10 Years			
	Direct	Indirect & Induced	Total
Total number of permanent direct and indirect jobs to be created	40	78	118
Salaries to be paid to direct and indirect workers	\$17,687,462	\$16,444,034	\$34,131,496
Taxable sales and purchases expected in the city	\$3,217,872	\$1,438,853	\$4,656,725
The value of new residential property to be built for direct and indirect workers who move to the city by Year 10	\$0	\$149,615	\$149,615
The market value the firm's property on local tax rolls in Year 1	\$3,300,000	\$0	\$3,300,000

Fiscal Impact Over the First 10 Years

Over the first 10 years, the City of Tomball and Tomball EDC can expect the following net benefits from the facility, its employees, and workers in spin-off jobs created in the community:

Costs and Benefits for the City Over the First 10 Years			
	Benefits	Costs	Net Benefits
Sales taxes allocated to the City	\$69,851	\$0	\$69,851
Sales taxes allocated to Tomball EDC	\$23,284	\$0	\$23,284
Property taxes	\$126,373	\$0	\$126,373
Utility revenues	\$411,653	\$0	\$411,653
Utility franchise fees	\$106,311	\$0	\$106,311
Hotel occupancy taxes	\$16,287	\$0	\$16,287
Other taxes and user fees	\$32,750	\$0	\$32,750
Building permits and fees	\$0	\$0	\$0
Costs of providing utilities	\$0	\$370,487	(\$370,487)
Costs of providing municipal services for new residents	\$0	\$72,899	(\$72,899)
Total	\$786,507	\$443,386	\$343,121

ECONOMIC IMPACT EXECUTIVE SUMMARY: AMERICAN NATIONAL CARBIDE

Net Benefits To The City From The Direct and Indirect Sources

The city will receive benefits from direct and indirect economic impacts that result from the project. The benefits, associated costs and net benefits for the first 10 years are shown below, divided between direct and indirect impacts.

Net Benefits to the City from Direct and Indirect Sources			
<i>Benefits/Costs from:</i>			
	<i>Direct</i>	<i>Indirect & Induced</i>	<i>Total</i>
<u><i>Additional revenues:</i></u>			
Sales taxes allocated to the City	\$48,268	\$21,583	\$69,851
Sales taxes allocated to Tomball EDC	\$16,089	\$7,194	\$23,284
Property taxes	\$121,692	\$4,681	\$126,373
Utility revenues	\$291,974	\$119,679	\$411,653
Utility franchise fees	\$98,114	\$8,197	\$106,311
Hotel occupancy taxes	\$16,287		\$16,287
Other taxes and user fees	\$10,917	\$21,833	\$32,750
Building permits and fees	\$0		\$0
Total additional revenues	\$603,340	\$183,167	\$786,507
<u><i>Additional costs:</i></u>			
Costs of providing utilities	\$262,776	\$107,711	\$370,487
Costs of providing municipal services for new residents	\$24,300	\$48,599	\$72,899
Total additional costs	\$287,076	\$156,310	\$443,386
Net Benefits	\$316,264	\$26,857	\$343,121
<i>Percent of total net benefits for city</i>	<i>92%</i>	<i>8%</i>	

The net benefits to the city over the first 10 years are estimated to accrue as detailed below.

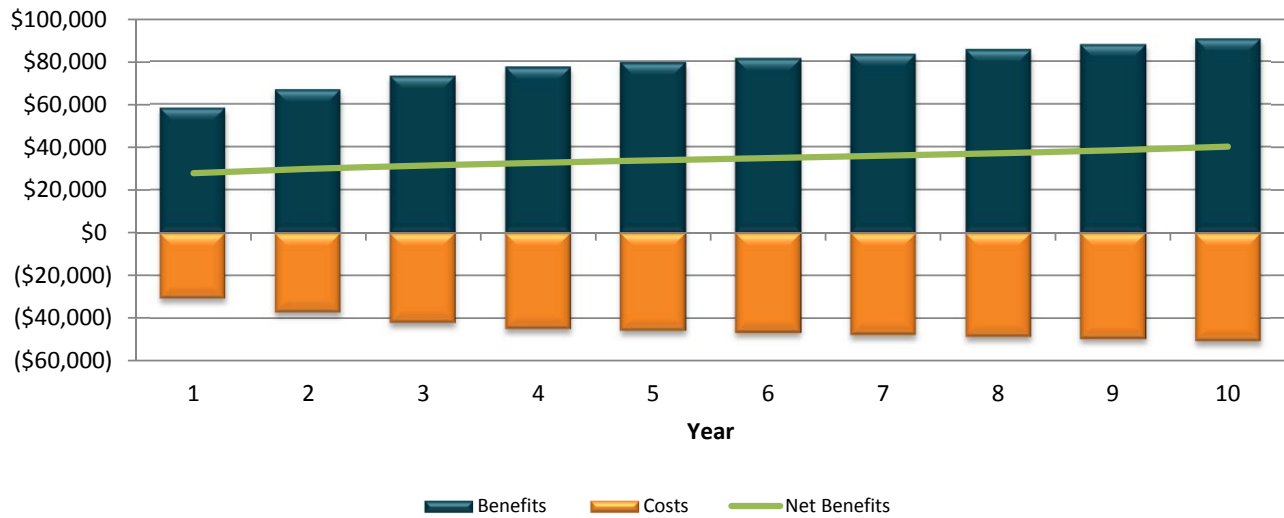
Net Benefits to the City by Year				
	Benefits	Costs	Net Benefits	Cumulative Benefits
Year 1	\$58,556	\$30,678	\$27,878	\$27,878
Year 2	\$67,133	\$37,207	\$29,926	\$57,805
Year 3	\$73,429	\$41,973	\$31,456	\$89,260
Year 4	\$77,546	\$44,864	\$32,683	\$121,943
Year 5	\$79,694	\$45,761	\$33,933	\$155,876
Year 6	\$81,629	\$46,676	\$34,952	\$190,829
Year 7	\$83,670	\$47,610	\$36,060	\$226,889
Year 8	\$85,840	\$48,562	\$37,278	\$264,168
Year 9	\$88,164	\$49,533	\$38,631	\$302,799
Year 10	\$90,846	\$50,524	\$40,322	\$343,121
Total	\$786,507	\$443,386	\$343,121	
<i>Present Value of Net Benefits*</i>			<i>\$260,941</i>	

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. A dollar today and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Fiscal Impact Over the First 10 Years

The graph below depicts the costs, benefits and net benefits to the city over the first 10 years.

Net Benefits Over the First 10 Years



Incentives

Tomball EDC may consider the following incentives for the project:

Incentives	
Year 1	\$46,763
Year 2	\$0
Year 3	\$0
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

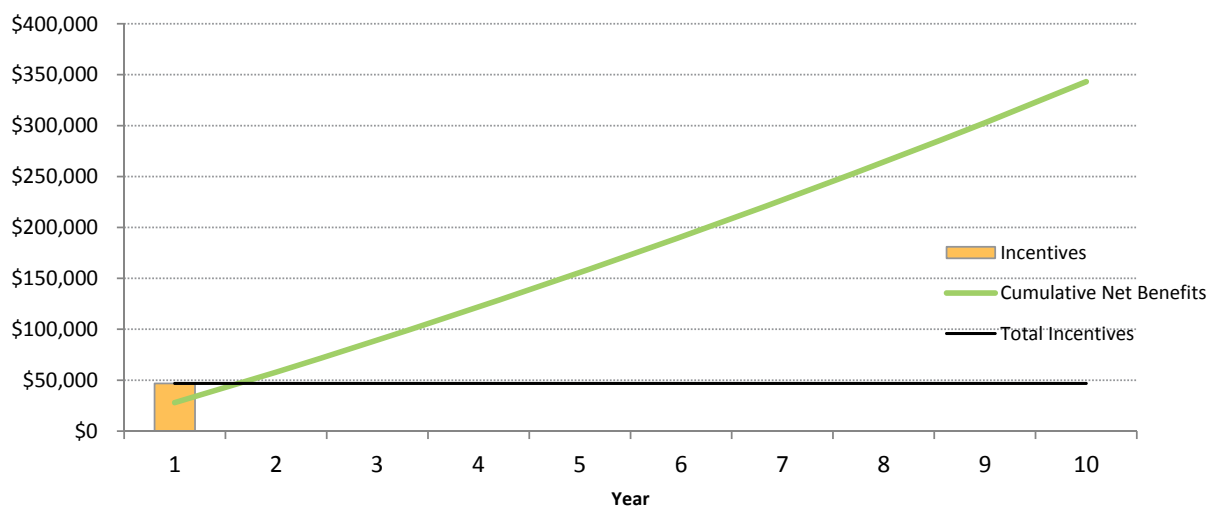
The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return and payback period.

Analysis of Incentives	
Total Incentives	\$46,763
Rate of Return Over 5 Years	66.7%
Payback period (years)	1.6

* Rate of Return and Payback Period are calculated based on the sum of annual incentives rather than the PV of 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.

Incentives vs. Cumulative Net Benefits



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, now Chapter 505 of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **American National Carbide** (the “Company”), 915 South Cherry Street, Tomball, TX, 77375.

WITNESSETH:

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

WHEREAS, the Company owns a 7.25 acre tract of land within the City, located at 915 South Cherry Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company proposes to expand its current operation at the Property, and as part of the process, plans to expend funds to expand its tungsten carbide recycling division by installing additional equipment and expanding capacity (the “Improvements”), more particularly described in Exhibit “B” attached hereto and made a part hereof.

WHEREAS, the Company also proposes to maintain the current forty-eight (48) jobs at the Property and create thirty-five (35) new employment positions at the Property in conjunction with the expansion of its business operations at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Forty-Six Thousand Seven Hundred and Sixty-Three Dollars (\$46,763.00) to assist in the purchase and installation of the equipment and create and retain employment positions at the Property; and

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

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be suitable for the expansion of the business operations at the Property and the creation and retention of primary jobs at the Property;

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

1.

The Company covenants and agrees that it will construct the Improvements and operate and maintain the proposed business on the Property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, maintain forty-eight (48) employees and create thirty-five (35) new jobs on the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the thirty-five (35) new employees, and obtaining all necessary permits from the City shall occur within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company the sum of Forty-Six Thousand Seven Hundred and Sixty-Three Dollars (\$46,763.00) to fund a portion of the cost of the Improvements, maintain forty-eight (48) employees and create thirty-five (35) new jobs at 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) verification of the actual costs of the Improvements; (b) proof that the Company has retained and added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (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; and, (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.

In the event the number of jobs originally projected is not met, the amount of the funding provided to the Company by the TEDC will be reduced on a pro rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

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

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

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either

voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

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

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

If to Company: American National Carbide
915 South Cherry Street
Tomball, Texas 77375-6669
Attn: D. Greg Stroud, 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 _____ 2015 (the "Effective Date").

AMERICAN NATIONAL CARBIDE

By: _____

Name: D. Greg Stroud

Title: President

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2015, by D, Greg Stroud, President of American National Carbide for and on behalf of said
company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2015, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"

Legal Description of Property

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

Exhibit “B”

Improvements

Expansion of tungsten carbide recycling division.

Additional equipment value estimated at \$700,000.00

DRAFT

Regular City Council Agenda Item Data Sheet

Meeting Date: June 1, 2015

Topic:

Receive the Tomball Economic Development Corporation (TEDC) 2014-2015 Annual Report.

Background:

The Bylaws of the Tomball Economic Development Corporation (TEDC) require that an annual status report outlining the activities of the Corporation in carrying out its Strategic Work Plan be submitted to City Council for review.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

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

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

TEDC 2014-2015 Annual Report

TOMBALL ECONOMIC DEVELOPMENT CORPORATION



ANNUAL REPORT 2014-2015

ABOUT TEDC

GOALS

- ◆ Promote Business Retention and Expansion
- ◆ Attract New Business and Industry
- ◆ Coordinate Economic Development Efforts in Tomball, the Region, and the State

OPERATING REVENUES (FY 2015 Adopted)

Beginning Fund Balance
\$9,399,286

Sales Tax
\$2,725,000

Interest Income
\$30,000

Total Available Resources
\$12,154,286

EXPENDITURES

Administrative
\$341,132

Indirect Economic Development Expenses
\$1,002,230

City Debt Service
\$1,194,913

Grants, Loans & Other Expenditures
\$2,500,000

Total Expenditures
\$5,038,275

Ending Fund Balance
\$8,784,583

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

The Tomball Economic Development Corporation (TEDC) is a non-profit Type B Corporation created pursuant to the Texas Development Corporation Act of 1979. The TEDC was formed in November 1994, after the citizens of Tomball voted to pass a one-half cent sales tax dedicated to economic development.



From left to right back row:
Chad Degges
Lori Klein-Quinn, *Treasurer*
Vince O'Donnell
Steven Vaughan, *Vice President*

From left to right front row:
William E. Sumner, *Secretary*
Gretchen Fagan, *President*
Richard Bruce

MISSION

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

VISION

Tomball will be a sound economic competitor, providing opportunities for commercial and industrial development that enable business owners and residents to benefit from Tomball's dynamic economy, strong labor force, and unmatched living and working environment.

EXECUTIVE DIRECTOR'S MESSAGE



♦ Kelly Violette, AICP
Executive Director



♦ Tiffani Wooten
Coordinator

On behalf of the Board of Directors of the Tomball Economic Development Corporation, I am pleased to present you with the Annual Report for Fiscal Year 2014-2015. Each year as we prepare the Annual Report I am inspired, recharged, and motivated by the progress and achievements realized in the City of Tomball. From the opening of SH 249 and construction on the Grand Parkway to the business expansions and relocations that have led to the creation of hundreds of new jobs in the community, Tomball has much to celebrate.

This has been another remarkable year of economic activity in Tomball. Fueled by the construction of the area's mobility projects and major corporate campuses, Tomball is experiencing rapid growth with new residential subdivisions, retail developments, and commercial buildings. Building permits are on the rise with a total of 240 residential permits issued in 2014 with a total valuation of \$26,946,031 and 76 commercial permits valued at \$13,660,472.

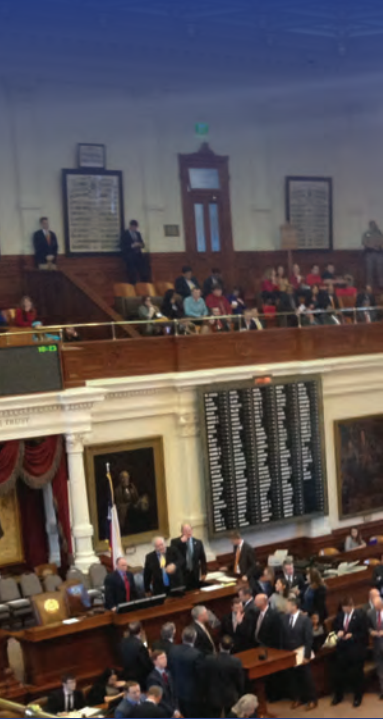
The Tomball Economic Development Corporation facilitated projects that will bring more than \$43 million in capital investment to the community. Through our business retention and expansion efforts, three existing Tomball companies announced or completed projects in 2014 resulting in the creation of 30 new jobs, the retention of 63 jobs, and over 17,000 square feet of newly constructed space. Additionally, the TEDC was instrumental in attracting Dynamed Clinical Research, Grimes Industrial, Inc., and Packers Plus Energy Services to Tomball. Upon completion, these projects will bring 417 new jobs to the community and result in 374,000 square feet of new commercial space.

The TEDC Board of Directors and staff continue to develop opportunities and implement programs that will have lasting positive economic impacts on the Tomball community. Looking ahead, I am eager to see the Tomball Business & Technology Park move from idea to reality as we begin construction of the infrastructure improvements that will serve over 80 acres of land for future employers. The approval of the first land sale in the Park to Packers Plus Energy Services is an exciting step in the development of a first-class Business & Technology Park that will strengthen Tomball's economy and foster long-term business growth for years to come.

I am extremely proud of the TEDC's accomplishments over the past year, and of the people who made it happen—our dedicated Board of Directors, staff, and economic development partners. It is a great privilege to serve as Executive Director of the Tomball Economic Development Corporation and I look forward to working with you to continue to develop Tomball as a great place to do business!

Sincerely,

Kelly Violette, AICP



BUSINESS

RETENTION & EXPANSION

The Tomball Economic Development Corporation (TEDC) uses its Business Retention and Expansion (BRE) and Business Visitation Programs as a way to maintain good relationships and communication with companies in Tomball. The Business Visitation Program is not only a relationship building tool, it also assists staff in identifying challenges and opportunities for future growth.

In 2014, TEDC staff had face-to-face visits with 38 area businesses to discuss growth potential, resources, and needs. In all, three companies supported through the program announced or completed expansion projects that will result in \$2.7 million in new private investment, up to 30 new jobs and 63 retained jobs.



ADVANCED PRESSURE SYSTEMS

EXPANDS CORPORATE HEADQUARTERS IN TOMBALL

Advanced Pressure Systems (APS) L.P., founded in 2007, manufactures high pressure water equipment and accessories. APS is located within an 18,900 square foot lease space in the Persimmon Business Park and also operates a sub company APS Plastics, within the same building complex. In August 2014, the TEDC approved a \$22,500 grant to assist with the purchase of equipment to produce high pressure pumps. The equipment expansion will create one new employment position and retain 34 primary jobs.

On April 6, 2015, APS held a groundbreaking ceremony for a new 12,000 square foot corporate headquarters facility. The new facility will be built across from the company's original building within the same complex and will be used for shipping, inventory and administrative offices.



Ground breaking ceremony on April 6, 2015. From left: Ken Cole, City of Tomball Building Official, Kelly Violette, TEDC Executive Director, Rob Hauck, City of Tomball Assistant City Manager, and APS Partners Peter Goldsmith and Kent Maddie. Not pictured: David Mitchell.



**Compass
Instruments**

COMPASS INSTRUMENTS, LLC
INNOVATION WITH DIRECTION

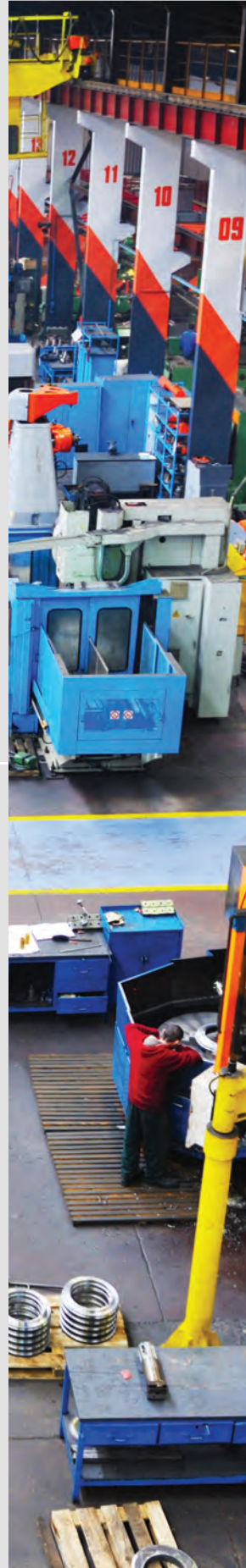


Compass Instruments offers years of experience in designing and building instrumentation for oil and gas service companies. The company has been in business since 1991 and relocated to Tomball in 2009 with the assistance of the TEDC. In 2014, the TEDC approved a \$45,000 grant for the creation of 15 new employment positions associated with the company's expansion to a 14,000 square foot office/warehouse facility located at 321 South Persimmon Road. The new facility will increase production capacity and facilitate the relocation of the company's metal fabrication operations to Tomball.



INLINE SERVICES, INC.
KEEPING THE INDUSTRY FLOWING

Inline Services is an industry leader in pipeline services and pigging products for commissioning and maintenance of oil and gas pipelines. The company moved to Tomball in 2003 after the TEDC approved a grant for the construction of its manufacturing facility and relocation of 8 employees to a 2.11 acre site located at 27731 Commercial Park Lane in Tomball. Due to the company's continued growth, Inline Services required additional manufacturing space and requested grant assistance from the TEDC to construct a 5,500 square foot building on its existing site. In 2014, the TEDC approved an expansion grant in the amount of \$54,212 for assistance with infrastructure costs related to the new facility.



NEW

BUSINESS & INDUSTRY

Attracting new businesses to Tomball benefits the community by bringing in new investment, creating jobs, and providing a source of new money to the community through sales and services. The TEDC works to attract new businesses to Tomball by funding targeted infrastructure improvements, providing incentives for relocations, utilizing print and electronic media, developing new industrial sites, and maintaining relationships with sources of new business referrals.

In 2014, TEDC staff conducted over 45 prospect meetings to discuss relocation opportunities, incentives, and development procedures. These efforts resulted in the approval of four new projects totaling \$40.7 million in private capital investment and up to 574 new jobs for the Tomball community.



DYNAMED CLINICAL RESEARCH is a clinical research company with clinics throughout Texas and Illinois. The company has been in business since 2006 and is currently entering into a 10 year lease for a 4,000 square foot space within the Texas Professional Building located at 13406 Medical Complex Drive Tomball, TX 77375. This will relocate 30 full-time jobs and plans to create two primary jobs during its first year in operation in Tomball. The estimated capital investment for this project is \$360,000.00.



GRIMES INDUSTRIAL, INC. manufactures structural steel and industrial sheet metal fabricated components for the oil, gas and energy industries. The business, which was founded in 2007, is relocating its headquarters to a 4.611 acre site located at 959 East Main Street, Tomball, Texas. The project includes the construction of an 8,000 square foot office/workshop facility and an 8,000 square foot fabrication building. Upon completion, Grimes Industrial, Inc. will relocate its 20 employees to the site and plans to add 12 new jobs within the five years of operation. The TEDC awarded the company a \$69,000.00 grant to assist with the relocation. The estimated capital investment for this project is \$2,173,000.00.



2978 PANORMUS, LP, a real estate development firm, proposes to develop a \$50 million mixed-use project known as Peck Station. The project is anticipated to include hotel, multi-family, retail, restaurant, and commercial uses, on an approximately 34.5 acre tract located northerly of FM 2920 between Snook Lane and FM 2978 in Tomball, TX.

The project will include the construction of an east-west roadway through the site, from FM 2978 to Snook Lane, as well as water, sewer, gas and drainage infrastructure. The estimated cost for the construction of the infrastructure is \$2,234,764.68. The project is anticipated to be built over the next several years and will likely be a catalyst for additional development of the east side of the city.

The TEDC approved a performance agreement with 2978 Panormus, LP for an economic incentive grant in the amount of \$500,808.00 to assist with targeted infrastructure improvements necessary to serve the project.

Construction is underway on the Tomball Business and Technology Park—a development-ready location for business, R&D and corporate facilities—set to open in spring 2016.

Planning for the \$13 million project began in 2011 when the TEDC purchased the 97.5 acre site located at the northwest corner of Hufsmith-Kohrville Road and Holderrieth Road. The project master plan includes the construction of South Persimmon Road and Spell Road, as well as the extension of water, sewer and natural gas facilities. Development of the project includes the construction of the southern portion of the M118 Drainage Channel and improvements to the M118 Detention Pond located southerly of Holderrieth Road. The drainage improvements will provide regional detention for approximately 634 acres of development in the area.

With easy access to SH 249, FM 2920 and the Grand Parkway, the Tomball Business & Technology Park is an ideal location for new and expanding businesses.



2014/2015 Highlights:

Covenants, Restrictions and Conditions were approved and recorded to ensure high quality, well-designed improvements

○ ○ ○ ○ ○

The Tomball Business and Technology Park Property Owners Association was formed

○ ○ ○ ○ ○

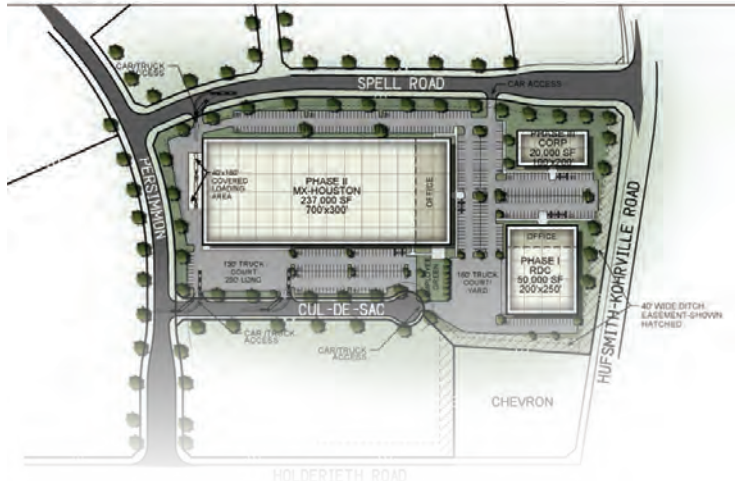
Construction plans were finalized and bid packages were prepared and advertised

○ ○ ○ ○ ○

A contract for the excavation of the M118 detention basin and channel was approved and progress is underway

○ ○ ○ ○ ○

First land sale contract was approved for 17.38 acres to Packers Plus Energy Services



PACKERS PLUS ENERGY SERVICES (USA) INC.

On April 14, 2015, the TEDC approved its first commercial contract for the sale of 17.38 acres in the Tomball Business and Technology Park to international oil and gas service company Packers Plus Energy Services.

Packers Plus is an innovator of multi-stage completion systems and provides solutions for challenging applications in horizontal, vertical, multi-lateral and high pressure/high temperature (HPHT) wells. The company is the innovator of StackFRAC, an open hole multi-stage ball drop completion system.

Canadian-based Packers Plus has operations in the U.S., including three locations in Houston, as well as areas outside North America including the Middle East, North Africa, Europe, Russia and Latin America. Packers Plus will relocate its Houston-based operations to a single campus location at the Tomball Business and Technology Park. The \$21 million facility will consist of a 237,000-square-foot manufacturing building, a 50,000-square-foot research and development center and a multi-story 40,000-square-foot corporate office.

The project is anticipated to create 353 new full-time jobs within the City of Tomball, with 172 of the jobs being created in the first five years of operation.



COORDINATE

ECONOMIC DEVELOPMENT EFFORTS

Successful economic development efforts are the result of many people working together to achieve a common goal. The TEDC works hand-in-hand with the City of Tomball, Greater Tomball Area Chamber of Commerce (GTACC), Lone Star College-Tomball, business owners, real estate professionals, and regional and state partners to strengthen the local economy.

Over the past year, the TEDC has continued to build and reinforce partnerships with its economic development allies to support activities that enhance economic growth and job creation.



TEDC Economic Development Luncheon



ANNUAL ECONOMIC OUTLOOK LUNCHEON In 2014, the TEDC celebrated its 20th anniversary at its annual economic outlook luncheon. The event highlighted the TEDC's two decades of community development and collaboration and culminated in a special award to one of its founding members.

Tomball Mayor and TEDC Board President Gretchen Fagan presented the 2014 Mayor's Citizen of the Year award to TEDC Board Member Steven Vaughan. Mr. Vaughan was a driving force in the creation of the Tomball Economic Development Corporation in 1994 and has remained a proponent of economic growth and opportunity in the city.

Patrick Jankowski, CCR, Vice President-Research, of the Greater Houston Partnership, was the guest speaker at the luncheon and gave an economic outlook presentation to over 100 attendees.



NORTH HOUSTON DAY AT THE CAPITOL This year the TEDC joined Tomball business leaders, area officials and the Alliance of North Houston Chambers of Commerce for “North Houston Day at the Capitol” to promote legislative priorities, including economic development, transportation funding and workforce development.

TOMBALL BECOMES A PART OF THE PORT OF HOUSTON-FOREIGN TRADE ZONE:

A foreign trade zone (FTZ) can be a very beneficial tool for a company involved in foreign trade. It is a designated area in which foreign and domestic merchandise is generally considered by the U.S. government as being outside U.S. Customs territory. Merchandise may be brought into an FTZ without a formal customs entry, import quotas and most other import restrictions. Duties and excise taxes are not assessed until the merchandise enters U.S. commerce.



The Port of Houston Authority manages Foreign Trade Zone (FTZ) No. 84, which includes many privately owned and port-owned sites located throughout Houston and Harris County, Texas. The Houston Zone offers users special benefits. For example, customs duties on imported goods entering the FTZ can be delayed until the cargo is removed from the zone. No duty is paid if the merchandise is exported directly from the zone.

In February 2015, the Foreign-Trade Zones Board approved the reorganization of Foreign-Trade Zone 84, under the alternative site framework. The zone now has a service area of Harris County, Texas.



TEDC RECEIVES AWARD FOR ECONOMIC EXCELLENCE The TEDC was awarded the Texas Economic Development Council Certificate of Achievement for Economic Excellence at a special awards luncheon on June 12, 2014 in San Antonio. The TEDC was one of 29 economic development organizations that earned the distinction. In an effort to continue strengthening the knowledge and skills of economic development professionals and volunteers throughout the state, the Texas Economic Development Council instituted the recognition program four years ago. It provides recognition to economic development agencies that meet a desired threshold of professionalism.



Photo courtesy of Liza Winkler, Community Impact Newspaper.

THE GRAND PARKWAY Construction continues on Segments F-1, F-2 and G of the Grand Parkway, which represent the northernmost portions of the 184-mile loop. These segments total approximately 38 miles in length and will connect Hwy. 290 with Hwy. 59. The project is estimated to be complete in December 2015.

MEDICAL COMPLEX DRIVE (SEGMENT 3)

Construction is nearing completion on Segment 3 of Medical Complex Drive, which extends from Lawrence Street to South Cherry Street. Segment 3 will have two lanes in each direction with a median in the middle. The project is estimated to be complete in summer 2015.

HUFSMITH-KOHRVILLE ROAD (SEGMENT 6)

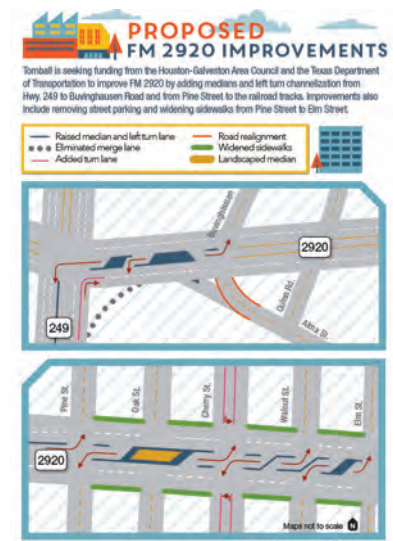
Harris County Pct. 4 is expanding the Hufsmith-Kohrville corridor from Spring Cypress to F.M. 2920 to improve area mobility. Planned improvements include upgrading the existing 2-lane asphalt roadway to a 4-lane concrete boulevard. Construction is underway on the first segment which spans from just south of Spring Cypress Road north to Hollow Glen Lane. Segment 6 of the project, which begins at FM 2920 and extends south of Willow Creek Estates Lane, is in the design phase.

TOMBALL TOLLWAY The six mile stretch of SH 249 between Spring Cypress Road and FM 2920 opened on April 12, 2015. The \$155 million roadway provides three toll lanes in each direction and has three exits and three entrances on each side.

Phase II of the SH 249 (Tomball Tollway) project will extend the toll lanes north to the Harris-Montgomery County line and add new bridges at Spring Creek. Construction of Phase II is projected to begin in 2016 and be completed in 2018.

TOMBALL PURSUES FUNDING FOR IMPROVEMENTS TO FM2920

The City of Tomball has submitted a grant application to the Houston-Galveston Area Council for funding of mobility improvements to FM 2920, from Business 249 to Willow Street. The proposed improvements include turn lanes, raised medians, sidewalks, and removal of the on-street parking between Pine Street and Elm Street. The project, which is estimated at \$30 million, was part of the H-GAC Access Management Study that was adopted by the city council in 2009. If awarded, the grant would consist of 80% federal funds, with the remaining 20% coming from TxDOT. In addition, Tomball city council has allocated \$3 million towards the project.





BROUSSARD PARK On December 6, 2014 more than 200 volunteers participated in the construction of Tomball's newest park. Named after Bruce Broussard, CEO of Humana, who donated 14 acres of land at the intersection of Hufsmith Road and Zion Road to the city in 2013, Broussard Community Park includes a playground, sensory garden, adult fitness stations and benches. The community build was sponsored by Humana Foundation and KaBOOM!, a non-profit organization that helps communities build parks and playgrounds around the country. The park includes a pond that will ultimately be stocked with fish, and a house and a barn that will be transformed to host parties and community events at a later date.

Photo courtesy Mike Baxter, City of Tomball.



RESIDENTIAL GROWTH

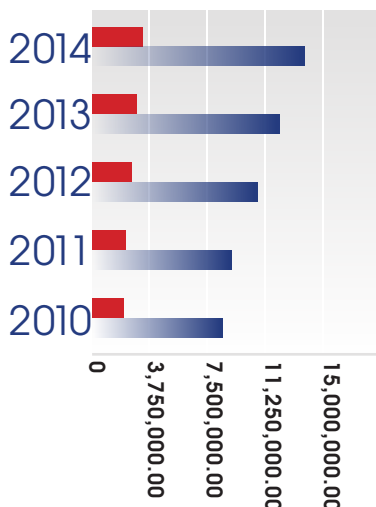
THE RESERVE AT SPRING LAKE is a 232 acre residential development along Zion Road. The masterplan includes 95 lots, ranging from one-acre to five-acres, and features 40 acres of lakes, water features, walking trails and nature parks. Section II is currently under construction.

RALEIGH CREEK, is a 142 acre subdivision under construction off Zion Road, just east of The Reserve at Spring Lakes. The 350 lot development features a community splash pad, lagoon-style pool, tennis courts, a playground, and walking trails.

PINE COUNTRY OF TOMBALL, is a new subdivision located 2 miles west of SH 249 off Tomball Cemetery Road. The 55 acre development has 68 residential lots and two ponds. New homes are available for sale.

ALEXANDER ESTATES is a planned 138 lot residential development on 70.36 acres off Hufsmith-Kohrville Road, north of Spell Road. The property was annexed into the City of Tomball in July 2014.

Record Sales Tax Revenues



■ **TEDC Portion**
Sales Tax Revenue by Year

BUSINESS IMPROVEMENT GRANT PROGRAM

The Business Improvement Grant (BIG) Program is intended to enhance the economic development of the City of Tomball by offering matching grant funds for eligible façade, property, landscape, and sign improvements. This program is a tool intended to assist in the attraction of new companies and to support existing businesses with improvements to the exterior appearance of commercial properties. Grant funds allow businesses to stretch their improvement dollars and contribute to an improved image for the city's business community as a whole.

In the 2014-2015 fiscal year, the TEDC awarded over \$100,000 in improvement grants to area businesses resulting in over \$480,000 in project improvements.

The BIG Program assisted in the establishment of a new restaurant in a previously vacant building located at 1000 West Main Street. Tad's Bar and Grill invested over \$75,000 in Façade, Property, and Landscaping Improvements to revitalize the site.

Over the past five years the TEDC has awarded over \$1.4 Million in Business Improvement Grants. That investment has generated over \$7.2 Million in total projects within the City Limits of Tomball.



2014-2015
Total Project Valuation by
Improvement Category



- Façade
- Landscaping
- Property
- Signage



MARKETING ACTIVITIES

REACHING OUR TARGET INDUSTRIES: Positioning Tomball as a top destination for new investment opportunities has been the goal of the TEDC's marketing efforts. Targeting key sectors and audiences through online and print media with a strategic marketing campaign has elevated Tomball's presence among site selectors, commercial brokers, and business executives.

PRINT AND ONLINE ADVERTISING

A new "All Aboard" brand was created launching with it a multitude of marketing pieces including online and print materials for local, regional and national publications, as well as event material for tradeshow and special events. Ad placement was done in the following publications:

- Business Facilities
- Area Development
- Site Selection
- Trade & Industry Magazine
- Expansions Solutions
- Houston Economic Development Guide
- Greater Tomball Area Chamber of Commerce Guide
- Global Corporate Expansion



TRADESHOW EFFORTS

The TEDC was one of the exhibitors at the Texas Conference and Deal Making show at the Dallas Convention Center on November 12-14, 2014. The presence of a Tomball booth at the show provided a wonderful opportunity for staff to connect with potential retailers and developers and showcase the city's growth and locational advantages. Two prospect visits and numerous leads were generated from attending the show

The TEDC **WEBSITE** is one of the Corporation's most effective marketing tools. Up-to-date content and improved functionality keep the TEDC competitive in the recruitment of new jobs and capital investment. In 2014, the website had over 19,016 visitors from 104 countries that generated 48,124 pages viewed.

Top International Visitors

Brazil.....	199
Canada.....	88
India.....	80
Germany.....	76
United Kingdom.....	72

Top Metro Areas by Visits

Houston.....	6,801
The Woodlands...	1,328
Tomball.....	1,265
Austin.....	619
Dallas.....	309

Top States by Visits

Texas.....	13,535
California.....	577
Louisiana.....	232
Illinois.....	220
New York.....	219

2014

BY THE NUMBERS

It's not just about the numbers. It's about bringing the right jobs and investment to the city; it's about expanding our base of business and acquiring strong for the future of our city.

7 PROJECTS... The TEDC assisted with three expansion projects and successfully recruited four new companies to the City of Tomball.

\$43.4 MILLION... Investments made or announced by projects supported by the TEDC top \$43.4 million.

604 NEW JOBS... Companies assisted by the TEDC will create 604 new jobs.

38 BRE VISITS... The TEDC visited with 38 local companies through its Business Retention and Expansion Program (BRE). Three of the companies announced or completed expansion projects.

45 PROSPECT VISITS... The TEDC conducted over 45 prospect meetings to discuss relocation opportunities, incentives, and development regulations.

\$480K IN IMPROVEMENTS... The TEDC awarded over \$100,000 in Business Improvement Grants to 14 businesses resulting in over \$480,000 in project improvements.

19,016 WEBSITE VISITS... tomballxedc.org was visited 19,016 times from 104 countries around the world.



Regular City Council Agenda Item Data Sheet

Meeting Date: June 1, 2015

Topic:

Approve the Tomball Economic Development Corporation (TEDC) 2015-2016 Strategic Work Plan.

Background:

The TEDC Bylaws require that the “Board of Directors direct the Corporation staff to research, develop, prepare and submit to the City Council for its approval an annual work plan which set the goals and objectives of the Corporation, including but not limited to, short-term and long-term goals for the economic development of the City; goals and objectives for the utilization of funds to promote the expansion and development of a sound economic base for and within the City; and any other similar goals and objectives deemed appropriate by the Board and the City Council.” The 2015-2016 Strategic Work Plan was approved by the TEDC Board of Directors on May 19, 2015.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approval of the 2015-2016 Strategic Work Plan

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

2015-2016 TEDC Strategic Work Plan

STRATEGIC WORK PLAN

2015-2016



MISSION

The mission of the Tomball Economic Development Corporation is to promote economic growth in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enable development and advance the general well being of the community.

VISION

Tomball will be a sound economic competitor, providing opportunities for commercial and industrial development that enable business owners and residents to benefit from Tomball's dynamic economy, strong labor force, and unmatched living and working environment.

Economic Development Goals

- Promote Business Retention and Expansion.
- Attract New Business and Industry.
- Coordinate Economic Development Efforts in Tomball, the Region, and the State.



PROMOTE BUSINESS RETENTION AND EXPANSION

ACTIVITIES

- A. Maintain a structured business retention and expansion program:
 - 1) Continue to develop and expand the Business Visitation Program to build relationships with existing businesses and industries and determine present and future needs.
 - 2) Follow up and maintain ongoing contact with existing businesses and industries.
 - 3) Facilitate coordination efforts with the City, County, and State to assist with expansion opportunities.
 - 4) Develop resource material to distribute to area businesses.
- B. Partner with post secondary institutions to identify and encourage workforce training opportunities.
- C. Maintain and promote the Business Improvement Grant Program to improve the appearance of individual businesses and create an improved image for Tomball's business community:
 - 1) Continue to develop and expand opportunities for "catalyst" projects that will promote significant reinvestment in underutilized commercial centers.



Advanced Pressure Systems Expands Corporate Headquarters in Tomball

Advanced Pressure Systems (APS) L.P. founded in 2007, manufactures high pressure water equipment and accessories. APS is located within an 18,900 square foot lease space in the Persimmon Business Park and also operates a sub company APS Plastics, within the same building complex. In August 2014, the TEDC approved a \$22,500 grant to assist with the purchase of equipment to produce high pressure pumps. The equipment expansion will create one new employment position and retain thirty-four primary jobs.



APS partners at ground breaking ceremony on April 6, 2015. From left: Sheree Paramore, Kenny Kujawa, Peter Goldsmith, Kent Maddie.

Not pictured: David Mitchell

Courtesy Advance Pressure Systems

ACTIVITIES

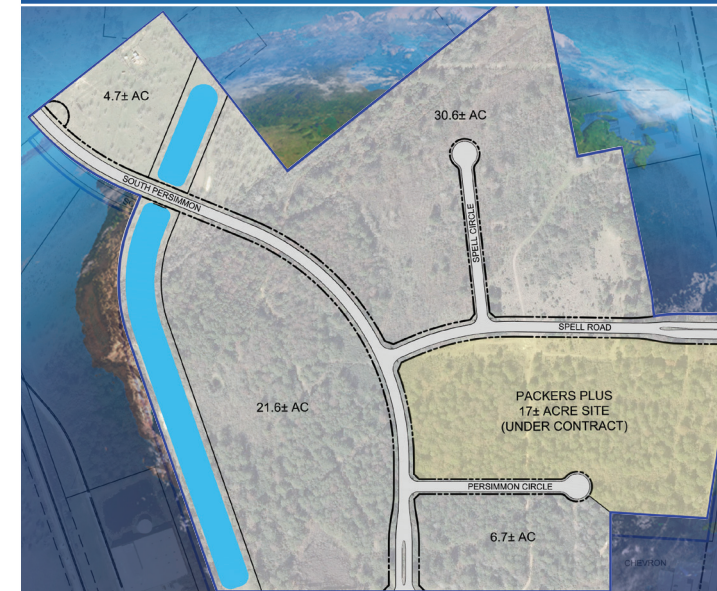
- A. Work with public and private sectors in developing industrial land, business parks, and ready-to-use facilities to achieve Tomball's focused growth.
- B. Work with the City of Tomball to remove potential barriers to new or expanded industrial/business development: oil & gas issues, infrastructure needs, permitting and land use ordinances, and mobility issues.
- C. Encourage and assist, where possible, the development of additional tourist attractions in the historical downtown and depot area, as well as other appropriate locations in Tomball.
- D. Maximize the economic benefits from Lone Star College and Tomball's Medical district:
 - 1) Support infrastructure development within these areas.
 - 2) Encourage the development of businesses that promote and support these assets.
- E. Continue utilizing a marketing plan to promote a positive and pro-business image of Tomball.
 - 1) Update website on regular and on-going basis
 - 2) Advertise in business publication and journals of targeted industries/markets.
 - 3) Develop professional collateral materials for targeted market campaigns.

2015-2016

Construction is underway on the Tomball Business and Technology Park—a development-ready location for business, R & D and corporate facilities—set to open in spring 2016.

Planning for the \$13 million project began in 2011 when the TEDC purchased the 97.5 acre site located at the northwest corner of Hufsmith-Kohrville Road and Holderrieth Road. The project master plan includes the construction of South Persimmon Road and Spell Road, as well as the extension of water, sewer and natural gas facilities. Development of the project includes the construction of the southern portion of the M118 Drainage Channel and improvements to the M118 Detention Pond located southerly of Holderrieth Road. The drainage improvements will provide regional detention for approximately 634 acres of development in the area.

With easy access to SH 249, FM 2920 and the Grand Parkway, the Tomball Business & Technology Park is an ideal location for new and expanding businesses.



STRATEGIC WORK PLAN

GOAL 2

ATTRACT NEW BUSINESS AND INDUSTRY

ACTIVITIES

- F. Maintain detailed property databases of available sites and buildings and utilize the City's GIS system to respond to prospect leads as well as provide information to the public.
- G. Continue to stress the importance of David Wayne Hooks Memorial Airport as an asset to business/industry.
- H. Encourage the continued development and redevelopment of commercial and retail centers.
- I. Continue to develop and market business incentive programs.
- J. Develop relationships and maintain contact with sources of new client referrals.

2015-2016



Grimes Industrial, Inc.

Grimes Industrial, Inc. manufactures structural steel and industrial sheet metal fabricated components for the oil, gas and energy industries. The business, which was founded in 2007, is relocating its headquarters to a 4.611 acre site located at 959 East Main Street, Tomball, Texas. The project includes the construction of an 8,000 square foot office/workshop facility and an 8,000 square foot fabrication building. Upon completion, Grimes Industrial, Inc. will relocate its 20 employees to the site and plans to add 12 new jobs within the five years of operation. The TEDC awarded the company a \$69,000.00 grant to assist with the relocation. The estimated capital investment for this project is \$2,173,000.00.

Courtesy Grimes Industrial, Inc.



Grimes Industrial, Inc.'s new Corporate Office and Fabrication facility located at 929 E. Main St. in Tomball, TX



STRATEGIC WORK PLAN

GOAL 3

COORDINATE ECONOMIC DEVELOPMENT EFFORTS

ACTIVITIES

- A. Maintain and promote coordination/liaison with TEDC allies.
- B. Develop feedback mechanisms to “shareholders.”
- C. Support efforts to develop local entrepreneurs and small businesses:
 - 1) Refer start-up businesses to Small Business Development Center (SBDC) at Lone Star College System.
 - 2) Follow-up and coordinate efforts with SBDC and Service Corps of Retired Executives (SCORE).
- D. Monitor the local and regional business mix to identify gaps and/or opportunities.
- E. Partner with utility and other service providers to ensure high quality, sustainable service provision.
- F. Administer incentive and infrastructure funding policies.
- G. Work with the City of Tomball on implementation of its tax abatement policy, Comprehensive Plan, Strategic Work Plan, and Livable Centers Downtown Plan.

2015-2016

TEDC Celebrates 20 years of Community Development & Collaboration at Luncheon

Over the past year, the TEDC has continued to build and reinforce partnerships with its economic development allies to help advance development opportunities within the community and strengthen the local economy. The TEDC Annual Luncheon is just one example of how we continue to build those relationships.



Regular City Council

Agenda Item

Meeting Date: June 1, 2015

Data Sheet

Topic:

Award Contract for COT Project Bid Number 2015-02, Tomball Business & Technology, Park, Paving, Drainage, Sanitary Sewer, Waterlines, and Gas Lines, E&P Number 2011-10016, to Hassell Construction Company, Inc., in the Amount of \$5,307,748.50.

Background:

This project is for the TEDC Business & Technology Park. It includes paving, drainage, water, sanitary, and gas within the development. South Persimmon Road and Spell Road will be constructed as part of this project.

The recommended contractor, Hassell Construction Company, Inc.'s bid amount is \$5,307,748.50, including Alternates E2 and E4. This is budgeted under the certificates of obligation for the TEDC.

The final design drawings and technical specifications were completed for bidding purposes in April 2015. The bid package included a 180 day schedule for substantial completion. The bid schedule is summarized as follows:

- April 20, 2015 First Notice Printed
- April 27, 2015 Second Notice Printed
- April 30, 2015 Pre-Bid Meeting (3:00 pm)
- May 21, 2015 Bid Opening (2:00 pm)

The Consultant's recommendation is attached. They are of the opinion that Hassell Construction Company, Inc. is the lowest responsible bidder, under the total bid price. The contract is being recommended for consideration for the total bid price, including Alternates E2 and E4.

Origination:

Engineering Division

Recommendation:

Approval

Funding: Yes

Account Number: 460-460-6409

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

Engineering Division

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER

☐ YES ☐ NO

☐ 1ST ☐ 2ND

ATTACHMENTS:

Award Recommendation Letter

Bid No. 2015-02 Bid Tab

Contract Agreement



GUNDA CORPORATION

Engineers, Planners & Managers

May 21, 2015

City of Tomball
Public Works Building
501 James Street
Tomball, TX 77375

Attn: Lori Lakatos, P.E.

Re: Recommendation of Award for
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE,
SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY
Project Bid No. 2015-02, E&P Project No. 2011-10016

Dear Ms. Lakatos:

We have reviewed the bid tabulation for bids received on the above referenced project. Our analysis shows that Hassell Construction Company, Inc. is the responsive low bidder. The bid submitted by Hassell Construction Company, Inc. shows no signs of imbalance or significant cause for concern and their Bid Bond, Statement of Residency, and Affidavit of Ownership or Control appear to be in conformance with the bidding requirement. Therefore, **we pose no objection to the recommendation of awarding the construction contract for TEDC Business & Technology Park Construction of Paving, Drainage, Sanitary Sewer, Waterlines, and Gas Lines, Harris County Project No.2015-02 to Hassell Construction Company, Inc. as the low bidder.**

Below is a summary of our full review of the bids received for the project.

On May 21, 2015, a total of 2 bids were received and opened for the proposed project in accordance with the Notice to Bidders. Total Base Bid was utilized to establish the order of the bids and identification of apparent low bidder.

The two apparent low bidders based on Total Base Bids were:

Contractor	Bid Submitted
1) Hassell Construction Company, Inc.	\$4,313,270.35
2) Spawglass Civil Construction, Inc.	\$5,461,783.79

If you have any questions please do not hesitate to call.

Sincerely,

Kyle A. Bertrand, PE
Senior Project Manager

Enclosure: Project Bid Tabulation

6161 Savoy, Suite 550 • Houston, Texas 77036
(P) 713.541.3530 • www.gundacorp.com

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
B1. BASE UNIT PRICE TABLE - GENERAL & SITE PREPARATION ITEMS											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1	01502	MOBILIZATION	LS	1	\$200,000.00	\$200,000.00		\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
2	02233	CLEARING & GRUBBING	AC	16	\$500.00	\$8,000.00		\$ 8,700.00	\$ 139,200.00	\$ 7,053.53	\$ 112,856.48
3	02260	TRENCH SAFETY	LF	12477	\$2.00	\$24,954.00		\$ 1.65	\$ 20,587.05	\$ 3.31	\$ 41,298.87
TOTAL BASE UNIT PRICES - GENERAL & SITE PREPARATION ITEMS						\$232,954.00			\$359,787.05		\$354,155.35
B2. BASE UNIT PRICE TABLE - SWPPP & SWQMP ITEMS											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
4	01570 01410	STORM WATER POLLUTION PREVENTION (MAINTENANCE)	LS	1	\$6,000.00	\$6,000.00		\$ 8,000.00	\$ 8,000.00	\$ 14,048.06	\$ 14,048.06
5	01570	INLET PROTECTION BARRIER	LF	1008	\$1.25	\$1,260.00		\$ 5.65	\$ 5,695.20	\$ 4.68	\$ 4,717.44
6	01573	FILTER FABRIC FENCE	LF	5430	\$1.25	\$6,787.50		\$ 2.00	\$ 10,860.00	\$ 1.43	\$ 7,764.90
7	01574	REINFORCED FILTER FABRIC FENCE	LF	106	\$2.25	\$238.50		\$ 2.35	\$ 249.10	\$ 1.56	\$ 165.36
8	01574	TEMPORARY TYPE I FILTER DAM (PLACEMENT AND REMOVAL)	EA	1	\$1,250.00	\$1,250.00		\$ 2,050.00	\$ 2,050.00	\$ 8,237.53	\$ 8,237.53
9	01575	STABILIZED CONSTRUCTION ACCESS	SY	222	\$13.50	\$2,997.00		\$ 24.60	\$ 5,461.20	\$ 22.49	\$ 4,992.78
10	02922	SOLID SOD	SY	21973	\$3.00	\$65,919.00		\$ 4.10	\$ 90,089.30	\$ 4.59	\$ 100,856.07
TOTAL BASE UNIT PRICES - SWPPP & SWQMP ITEMS						\$84,452.00			\$122,404.80		\$140,782.14
B3. BASE UNIT PRICE TABLE - WATER ITEMS											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
11	02511	12-INCH DIAMETER PVC WATERLINE BY OPEN CUT	LF	4078	\$40.00	\$163,120.00		\$ 41.00	\$ 167,198.00	\$ 73.12	\$ 298,183.36
12	02513	12-INCH DIAMETER WET CONN	EA	2	\$2,500.00	\$5,000.00		\$ 1,265.00	\$ 2,530.00	\$ 1,043.07	\$ 2,086.14
13	02520	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH GV&B	EA	13	\$3,500.00	\$45,500.00		\$ 4,400.00	\$ 57,200.00	\$ 5,021.76	\$ 65,282.88
14	02520	6-INCH DIAMETER FIRE HYDRANT BRANCH, BY OPEN CUT	LF	314	\$30.00	\$9,420.00		\$ 44.00	\$ 13,816.00	\$ 29.54	\$ 9,275.56
15	02521; 02085	12-INCH DIAMETER GV & B W/LID	EA	8	\$2,000.00	\$16,000.00		\$ 2,000.00	\$ 16,000.00	\$ 2,236.00	\$ 17,888.00
TOTAL BASE UNIT PRICES - WATER ITEMS						\$239,040.00			\$256,744.00		\$392,715.94

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAUGLASS CIVIL CONSTRUCTION, INC	
B4. BASE UNIT PRICE TABLE - SANITARY SEWER ITEMS											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
16	02082	4-FOOT DIA PRECAST CONCRETE MANHOLE	EA	7	\$3,500.00	\$24,500.00		\$ 5,800.00	\$ 40,600.00	\$ 13,346.89	\$ 93,428.23
17	02082	5-FOOT DIA PRECAST CONCRETE MANHOLE	EA	11	\$4,500.00	\$49,500.00		\$ 11,000.00	\$ 121,000.00	\$ 5,551.42	\$ 61,065.62
18	02082	EXTRA DEPTH 4-FOOT DIA PRECAST CONCRETE MANHOLE	VF	65	\$125.00	\$8,125.00		\$ 380.00	\$ 24,700.00	\$ 417.19	\$ 27,117.35
19	02082	EXTRA DEPTH 5-FOOT DIA PRECAST CONCRETE MANHOLE	VF	176	\$150.00	\$26,400.00		\$ 400.00	\$ 70,400.00	\$ 439.22	\$ 77,302.72
20	02082	MANHOLE DROPS, 10-INCH DIA, ALL DEPTHS	VF	4	\$35.00	\$140.00		\$ 250.00	\$ 1,000.00	\$ 202.80	\$ 811.20
21	02531	10-INCH DIAMETER SAN SEWER, BY OPEN CUT	LF	1414	\$50.00	\$70,700.00		\$ 63.00	\$ 89,082.00	\$ 92.66	\$ 131,021.24
22	02531	18-INCH DIAMETER SAN SEWER, BY OPEN CUT	LF	2491	\$80.00	\$199,280.00		\$ 84.00	\$ 209,244.00	\$ 184.29	\$ 459,066.39
23	02531	18-INCH DIAMETER SAN SEWER, WITHIN PPCA, TRENCHLESS	LF	110	\$100.00	\$11,000.00		\$ 400.00	\$ 44,000.00	\$ 857.04	\$ 94,274.40
24	02531	REMOVE 18-INCH SANITARY SEWER PLUG	EA	1	\$250.00	\$250.00		\$ 1,950.00	\$ 1,950.00	\$ 408.19	\$ 408.19
24A	02531	18-INCH DIAMETER SAN SEWER, BY TRENCHLESS CONSTRUCTION	LF	109	\$200.00	\$21,800.00		\$ 400.00	\$ 43,600.00	\$ 619.38	\$ 67,512.42
24B	02082	5-FT DIA. PRECAST CONCRETE MANHOLE ON EXIST 27-INCH SAN (TO 8-FT DEPTH)	EA	1	\$7,500.00	\$7,500.00		\$ 16,000.00	\$ 16,000.00	\$ 13,311.92	\$ 13,311.92
TOTAL BASE UNIT PRICES - SANITARY SEWER ITEMS						\$389,645.00			\$ 661,576.00		\$944,087.15
B5. BASE UNIT PRICE TABLE - GAS ITEMS											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
25	DWGS	4-INCH DIAMETER POLYETHYLENE GAS	LF	4070	\$25.00	\$101,750.00		\$ 35.00	\$ 142,450.00	\$ 14.65	\$ 59,625.50
26	DWGS	4-INCH DIAMETER GAS VALVE	EA	7	\$500.00	\$3,500.00		\$ 500.00	\$ 3,500.00	\$ 923.60	\$ 6,465.20
27	DWGS	4-INCH DIAMETER GAS PLUG	EA	3	\$1,000.00	\$3,000.00		\$ 88.00	\$ 264.00	\$ 81.13	\$ 243.39
28	DWGS	ZINC ANODE	EA	7	\$250.00	\$1,750.00		\$ 235.00	\$ 1,645.00	\$ 106.98	\$ 748.86
29	DWGS	TEST STATION	EA	4	\$300.00	\$1,200.00		\$ 145.00	\$ 580.00	\$ 156.02	\$ 624.08
TOTAL BASE UNIT PRICES - GAS ITEMS						\$111,200.00			\$148,439.00		\$67,707.03

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAUGLASS CIVIL CONSTRUCTION, INC	
B6. BASE UNIT PRICE TABLE - DRAINAGE, CHANNEL & DETENTION ITEMS											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
30	02314-02317	DITCH/SWALE EXCAVATION & GRADING	CY	2489	\$5.00	\$12,445.00		\$ 8.50	\$ 21,156.50	\$ 15.79	\$ 39,301.31
31	02319	BORROW (SELECT FILL)	CY	50	\$5.00	\$250.00		\$ 2.25	\$ 112.50	\$ 28.58	\$ 1,429.00
32	02611; 02631	24-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	632	\$45.00	\$28,440.00		\$ 68.00	\$ 42,976.00	\$ 102.70	\$ 64,906.40
33	02611; 02631	30-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	346	\$50.00	\$17,300.00		\$ 92.00	\$ 31,832.00	\$ 151.48	\$ 52,412.08
34	02611; 02631	36-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	203	\$60.00	\$12,180.00		\$ 119.00	\$ 24,157.00	\$ 159.97	\$ 32,473.91
35	02611; 02631	42-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	1208	\$100.00	\$120,800.00		\$ 140.00	\$ 169,120.00	\$ 174.32	\$ 210,578.56
36	02611; 02631	48-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	496	\$125.00	\$62,000.00		\$ 166.00	\$ 82,336.00	\$ 210.65	\$ 104,482.40
37	02611; 02631	54-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	569	\$150.00	\$85,350.00		\$ 209.00	\$ 118,921.00	\$ 256.26	\$ 145,811.94
38	02611; 02631	60-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	391	\$200.00	\$78,200.00		\$ 240.00	\$ 93,840.00	\$ 291.96	\$ 114,156.36
39	02612	10' X 8' BOX STORM SEWER BY OPEN CUT	LF	345	\$1,200.00	\$414,000.00		\$ 750.00	\$ 258,750.00	\$ 1,006.93	\$ 347,390.85
40	02611; 02631	24-INCH DIAMETER RCP STORM SEWER LEAD, OPEN CUT	LF	534	\$35.00	\$18,690.00		\$ 65.00	\$ 34,710.00	\$ 108.32	\$ 57,842.88
41	02632	HEADWALL FOR RCB (15" HEIGHT)	EA	0	\$2,500.00	\$0.00		\$ -	\$ -	\$ -	\$ -
42	02632	WINGWALLS W/ TOEWALL	EA	2	\$50,000.00	\$100,000.00		\$ 52,500.00	\$ 105,000.00	\$ 24,137.35	\$ 48,274.70
43	02633	PRECAST TYPE C-1 STM INLET	EA	20	\$2,500.00	\$50,000.00		\$ 3,300.00	\$ 66,000.00	\$ 4,110.48	\$ 82,209.60
44	02633	PRECAST TYPE C MH W/TYPE E INLET TOP	EA	2	\$2,500.00	\$5,000.00		\$ 5,800.00	\$ 11,600.00	\$ 4,735.09	\$ 9,470.18
45	02081/02082/02087	TYPE C MANHOLE FOR 42-INCH DIA AND SMALLER SEWERS	EA	17	\$3,500.00	\$59,500.00		\$ 4,600.00	\$ 78,200.00	\$ 5,409.93	\$ 91,968.81
46	02081/02082/02087	TYPE C MANHOLE FOR 48-INCH TO 72-INCH DIA SEWERS	EA	10	\$4,500.00	\$45,000.00		\$ 6,900.00	\$ 69,000.00	\$ 9,796.62	\$ 97,966.20
47	2751	5" Concrete Slope Paving Complete in place	SY	1445	\$35.00	\$50,575.00		\$ 56.00	\$ 80,920.00	\$ 53.69	\$ 77,582.05
TOTAL BASE UNIT PRICES - DRAINAGE, CHANNEL & DETENTION ITEMS						\$1,159,730.00			\$1,288,631.00		\$1,578,257.23

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAUGLASS CIVIL CONSTRUCTION, INC	
B7. BASE UNIT PRICE TABLE - PAVING ITEMS:											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
48	02314-02317	ROADWAY EXCAVATION	CY	10952	\$16.00	\$175,232.00		\$ 9.00	\$ 98,568.00	\$ 15.78	\$ 172,822.56
49	02319	BORROW (SELECT FILL)	CY	1229	\$5.00	\$6,145.00		\$ 4.00	\$ 4,916.00	\$ 29.57	\$ 36,341.53
50	02336	LIME FOR LIME STABILIZED SUBGRADE (4%) (DRY WEIGHT)	TON	257	\$100.00	\$25,700.00		\$ 170.00	\$ 43,690.00	\$ 210.92	\$ 54,206.44
51	02337	FLY ASH (8%) (DRY WEIGHT)	TON	513	\$100.00	\$51,300.00		\$ 81.00	\$ 41,553.00	\$ 89.59	\$ 45,959.67
52	02337	LIME/FLY ASH STABILIZED SUBGRADE 6-INCH THICK	SY	21336	\$2.50	\$53,340.00		\$ 2.35	\$ 50,139.60	\$ 6.12	\$ 130,576.32
53	02751	RENIFORCED CONCRETE PAVEMENT 7-INCH THICK	SY	19396	\$40.00	\$775,840.00		\$ 39.95	\$ 774,870.20	\$ 47.91	\$ 929,262.36
54	01555	TRAFFIC CONTROL, MAINTENANCE AND REGULATION INCLUDING SIGNS, SIGNALS, TRAFFIC CONTROL DEVICES, FLARES, FLAGMEN, AND APPURTENANCES, IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$15,000.00	\$15,000.00		\$ 8,000.00	\$ 8,000.00	\$ 30,096.29	\$ 30,096.29
55	02763	Thermoplastic Pavement Marking, Class II, 8" White, Solid	LF	284	\$1.25	\$355.00		\$ 1.50	\$ 426.00	\$ 1.62	\$ 460.08
56	02763	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 24" WHITE, SOLID	LF	400	\$7.00	\$2,800.00		\$ 5.75	\$ 2,300.00	\$ 6.49	\$ 2,596.00
57	02763	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 4" YELLOW, SOLID	LF	8,347	\$0.50	\$4,173.50		\$ 0.45	\$ 3,756.15	\$ 0.55	\$ 4,590.85
58	02763	Thermoplastic Pavement Marking, Class II, 4" Yellow, Broken	LF	2,205	\$0.50	\$1,102.50		\$ 0.45	\$ 992.25	\$ 0.55	\$ 1,212.75
59	02763	Thermoplastic Pavement Marking, Class II, 24" Yellow, Solid	LF	110	\$7.00	\$770.00		\$ 5.75	\$ 632.50	\$ 6.49	\$ 713.90
60	02764	Thermoplastic Pavement Marking, Class II, "ONLY" & Left Turn Arrow for Left Turn Lane	EA	3	\$250.00	\$750.00		\$ 280.00	\$ 840.00	\$ 299.55	\$ 898.65
61	02764	Thermoplastic Pavement Marking, Class II, "ONLY" & Right Turn Arrow for Right Turn Lane	EA	1	\$250.00	\$250.00		\$ 280.00	\$ 280.00	\$ 299.55	\$ 299.55
62	02764	Thermoplastic Pavement Marking, Class II, Left Turn Arrow for Two-Way Left Turn Lane	EA	12	\$250.00	\$3,000.00		\$ 140.00	\$ 1,680.00	\$ 149.77	\$ 1,797.24
63	02764	White Curb Paint	LF	356	\$1.50	\$534.00		\$ 1.30	\$ 462.80	\$ 1.37	\$ 487.72
64	02764	Yellow Curb Paint	LF	452	\$1.50	\$678.00		\$ 1.30	\$ 587.60	\$ 1.37	\$ 619.24
65	02764	Blue Reflectorized Raised Pavement Marker	EA	19	\$4.50	\$85.50		\$ 11.65	\$ 221.35	\$ 12.48	\$ 237.12

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAWGLASS CIVIL CONSTRUCTION, INC	
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
66	02764	Yellow Non-Reflectorized Button	EA	129	\$4.50	\$580.50		\$ 3.50	\$ 451.50	\$ 3.74	\$ 482.46
67	02764	Raised Pavement Marker, Type I-C	EA	18	\$4.50	\$81.00		\$ 4.65	\$ 83.70	\$ 4.99	\$ 89.82
68	02764	Raised Pavement Marker, Type I-A-A	EA	587	\$4.50	\$2,641.50		\$ 4.65	\$ 2,729.55	\$ 4.99	\$ 2,929.13
69	02764	Raised Pavement Marker, Type II-A-A	EA	60	\$4.50	\$270.00		\$ 4.65	\$ 279.00	\$ 4.99	\$ 299.40
70	DWGS	W14-1T Road Ends Sign 24"x24"	EA	1	\$250.00	\$250.00		\$ 450.00	\$ 450.00	\$ 480.52	\$ 480.52
71	DWGS	TxDOT D1-1 Street Name Sign	EA	4	\$150.00	\$600.00		\$ 408.00	\$ 1,632.00	\$ 436.84	\$ 1,747.36
72	DWGS	TxDOT R1-1 Stop Sign, 30"X30"	EA	4	\$250.00	\$1,000.00		\$ 450.00	\$ 1,800.00	\$ 480.53	\$ 1,922.12
73	02771	6-INCH CONCRETE CURB (MONOLITHIC)	LF	897	\$4.00	\$3,588.00		\$ 2.90	\$ 2,601.30	\$ 5.73	\$ 5,139.81
74	02771	MOUNTABLE CONCRETE CURB	LF	7981	\$6.00	\$47,886.00		\$ 3.00	\$ 23,943.00	\$ 7.74	\$ 61,772.94
75	02775	CONCRETE SIDEWALK, FOR LANDING W/TRUNCATED DOMES PAVERS	SF	150	\$8.50	\$1,275.00		\$ 22.10	\$ 3,315.00	\$ 34.90	\$ 5,235.00
76	COT STR-27	STD TYPE III BARRICADE	EA	2	\$850.00	\$1,700.00		\$ 1,750.00	\$ 3,500.00	\$ 1,872.17	\$ 3,744.34
TOTAL BASE UNIT PRICES - PAVING ITEMS						\$1,176,927.50			\$1,074,700.50		\$1,497,021.17
TOTAL BASE UNIT PRICES						\$3,393,948.50			\$3,912,282.35		\$4,974,726.01
C. EXTRA UNIT PRICES FOR:											
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
77	COH 02105	PREPARATORY WORK FOR SAMPLING AND ANALYSIS IN POTENTIALLY PETROLEUM CONTAMINATED AREA (PPCA)	LS	1	\$ _____	\$ _____					
					\$10,000.00	\$10,000.00		\$ 11,000.00	\$ 11,000.00	\$ 11,263.34	\$ 11,263.34
78	COH 02120	REMOVAL, TRANSPORTATION, AND DISPOSAL OF CLASS I SOILS	CY	100	\$ _____	\$ _____					
					\$70.00	\$7,000.00		\$ 118.00	\$ 11,800.00	\$ 80.62	\$ 8,062.00
79	COH 02120	REMOVAL, TRANSPORTATION, AND DISPOSAL OF CLASS II SOILS	CY	200	\$ _____	\$ _____					
					\$35.00	\$7,000.00		\$ 85.00	\$ 17,000.00	\$ 39.13	\$ 7,826.00
80	COH 02136	REMOVE EXIST ABANDONED PIPELINE, INCLUDING LEGAL OFFSITE DISPOSAL, COMPLETE IN PLACE	LF	2000	\$ _____	\$ _____					
					\$50.00	\$100,000.00		\$ 50.00	\$ 100,000.00	\$ 56.91	\$ 113,820.00
81	DWG	4" POLYETHYLENE GAS (ADJUSTMENT)	LF	50	\$ _____	\$ _____					
					\$35.00	\$1,750.00		\$ 35.00	\$ 1,750.00	\$ 41.50	\$ 2,075.00
82	02221	EXTRA REMOVAL OF EXIST PVMT (INCLUDING SAWCUTS)	SY	100	\$ _____	\$ _____					
					\$10.00	\$1,000.00		\$ 10.00	\$ 1,000.00	\$ 33.22	\$ 3,322.00
83	02221	EXTRA REMOVAL OF EXIST PVMT (INCLUDING SAWCUTS)	SY	100	\$ _____	\$ _____					
					\$10.00	\$1,000.00		\$ 10.00	\$ 1,000.00	\$ 33.22	\$ 3,322.00
84	02314	REGRADE ROADSIDE DITCH/SWALE	LF	300	\$ _____	\$ _____					
					\$1.50	\$450.00		\$ 5.00	\$ 1,500.00	\$ 9.17	\$ 2,751.00

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAUGLASS CIVIL CONSTRUCTION, INC	
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
85	02314-02317	EXTRA ROADWAY EXCAVATION & HAUL OFF	CY	84	\$ _____	\$ _____		\$ 7.00	\$ 588.00	\$ 13.66	\$ 1,147.44
					\$1.00	\$84.00					
86	02318	EXTRA HAND EXCAVATION	CY	100	\$ _____	\$ _____		\$ 39.00	\$ 3,900.00	\$ 134.02	\$ 13,402.00
					\$25.00	\$2,500.00					
87	02318	EXTRA MACHINE EXCAVATION	CY	200	\$ _____	\$ _____		\$ 66.00	\$ 13,200.00	\$ 35.96	\$ 7,192.00
					\$30.00	\$6,000.00					
88	02318	EXTRA BANK SAND BACKFILL	CY	500	\$ _____	\$ _____		\$ 18.00	\$ 9,000.00	\$ 44.46	\$ 22,230.00
					\$18.00	\$9,000.00					
89	02321	EXTRA CEMENT STABILIZED SAND	CY	1000	\$ _____	\$ _____		\$ 44.00	\$ 44,000.00	\$ 60.02	\$ 60,020.00
					\$22.00	\$22,000.00					
90	02319	EXTRA BORROW	CY	1000	\$ _____	\$ _____		\$ 25.00	\$ 25,000.00	\$ 26.19	\$ 26,190.00
					\$5.00	\$5,000.00					
91	02711	EXTRA HMAC ASPHALT FOR PAVEMENT	TON	250	\$ _____	\$ _____		\$ 125.00	\$ 31,250.00	\$ 160.06	\$ 40,015.00
					\$125.00	\$31,250.00					
92	02711	BLACK BASE FOR ASPHALT PAVEMENT (12")	TON	1000	\$ _____	\$ _____		\$ 125.00	\$ 125,000.00	\$ 160.06	\$ 160,060.00
					\$125.00	\$125,000.00					
93	02922	EXTRA SODDING	SY	1000	\$ _____	\$ _____		\$ 4.00	\$ 4,000.00	\$ 4.36	\$ 4,360.00
					\$4.00	\$4,000.00					
TOTAL EXTRA UNIT PRICES						\$333,034.00			\$ 400,988.00		\$ 487,057.78
SUMMARY B1 - B7											
B1. BASE UNIT PRICE TABLE - GENERAL & SITE PREPARATION ITEMS						\$232,954.00			\$359,787.05		\$354,155.35
B2. BASE UNIT PRICE TABLE - SWPPP & SWQMP ITEMS						\$84,452.00			\$122,404.80		\$140,782.14
B3. BASE UNIT PRICE TABLE - WATER ITEMS						\$239,040.00			\$256,744.00		\$392,715.94
B4. BASE UNIT PRICE TABLE - SANITARY SEWER ITEMS						\$389,645.00			\$661,576.00		\$944,087.15
B5. BASE UNIT PRICE TABLE - GAS ITEMS						\$111,200.00			\$148,439.00		\$67,707.03
B6. BASE UNIT PRICE TABLE - DRAINAGE, CHANNEL & DETENTION ITEMS						\$1,159,730.00			\$1,288,631.00		\$1,578,257.23
B7. BASE UNIT PRICE TABLE - PAVING ITEMS:						\$1,176,927.50			\$1,074,700.50		\$1,497,021.17
TOTAL B1 - B7						\$3,393,948.50		115%	\$3,912,282.35		\$4,974,726.01
D.	CASH ALLOWANCE TABLE:										
Cash Allowance No.		Cash Allowance Short Title				Cash Allowance in Figures		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1		NONE				\$ -		\$ -	\$ -	\$ -	\$ -
TOTAL CASH ALLOWANCES						\$ -		\$ -	\$ -	\$ -	\$ -

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAWGLASS CIVIL CONSTRUCTION, INC	
E.	ALTERNATES TABLE:										
Alternates No.		Alternate Short Title				Total Price for Alternate in Figures		UNIT PRICE IN FIGURES		TOTAL IN FIGURES	
E1		Persimmon Circle									
93	02233	CLEARING & GRUBBING	AC	2	\$500.00	\$1,000.00		\$ 8,600.00	\$ 17,200.00	\$ 6,145.95	\$ 12,291.90
94	02511	8-INCH DIAMETER PVC WATERLINE BY OPEN CUT	LF	995	\$65.00	\$64,675.00		\$ 34.00	\$ 33,830.00	\$ 60.54	\$ 60,237.30
95	02520	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH GV&B	EA	3	\$5,000.00	\$15,000.00		\$ 4,300.00	\$ 12,900.00	\$ 5,043.03	\$ 15,129.09
96	02520	6-INCH DIAMETER FIRE HYDRANT BRANCH, BY OPEN CUT	LF	35	\$105.00	\$3,675.00		\$ 44.00	\$ 1,540.00	\$ 28.25	\$ 988.75
97	02521; 02085	8-INCH DIAMETER GV & B W/LID	EA	2	\$1,000.00	\$2,000.00		\$ 2,000.00	\$ 4,000.00	\$ 2,124.04	\$ 4,248.08
98	02082	4-FOOT DIA PRECAST CONCRETE MANHOLE (SAN)	EA	2	\$1,500.00	\$3,000.00		\$ 5,800.00	\$ 11,600.00	\$ 4,129.06	\$ 8,258.12
99	02082	EXTRA DEPTH 4-FOOT DIA PRECAST CONCRETE MANHOLE	VF	6	\$1,500.00	\$9,000.00		\$ 380.00	\$ 2,280.00	\$ 416.42	\$ 2,498.52
100	02531	8-INCH DIAMETER SAN SEWER, BY OPEN CUT	LF	787	\$200.00	\$157,400.00		\$ 24.75	\$ 19,478.25	\$ 110.78	\$ 87,183.86
101	02082	MANHOLE DROPS, 8-INCH DIA, ALL DEPTHS	VF	10	\$1,500.00	\$15,000.00		\$ 100.00	\$ 1,000.00	\$ 192.64	\$ 1,926.40
102	DWGS	4-INCH DIAMETER POLYETHYLENE GAS	LF	882	\$70.00	\$61,740.00		\$ 35.00	\$ 30,870.00	\$ 13.87	\$ 12,233.34
103	DWGS	4-INCH DIAMETER GAS VALVE	EA	2	\$250.00	\$500.00		\$ 500.00	\$ 1,000.00	\$ 877.36	\$ 1,754.72
104	DWGS	4-INCH DIAMETER GAS PLUG	EA	1	\$65.00	\$65.00		\$ 90.00	\$ 90.00	\$ 77.06	\$ 77.06
105	DWGS	ZINC ANODE	EA	1	\$300.00	\$300.00		\$ 235.00	\$ 235.00	\$ 88.92	\$ 88.92
106	DWGS	TEST STATION	EA	1	\$300.00	\$300.00		\$ 145.00	\$ 145.00	\$ 148.20	\$ 148.20
107	02611; 02631	24-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	183	\$45.00	\$8,235.00		\$ 65.00	\$ 11,895.00	\$ 97.28	\$ 17,802.24
108	02611; 02631	30-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	220	\$50.00	\$11,000.00		\$ 90.00	\$ 19,800.00	\$ 132.23	\$ 29,090.60
109	02611; 02631	36-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	180	\$60.00	\$10,800.00		\$ 110.00	\$ 19,800.00	\$ 153.47	\$ 27,624.60
110	02611; 02631	24-INCH DIAMETER RCP STORM SEWER LEAD, OPEN CUT	LF	138	\$35.00	\$4,830.00		\$ 68.00	\$ 9,384.00	\$ 102.85	\$ 14,193.30
111	02633	PRECAST TYPE C STM INLET	EA	6	\$1,500.00	\$9,000.00		\$ 3,400.00	\$ 20,400.00	\$ 3,854.46	\$ 23,126.76
112	02081/0208 2/02087	TYPE C MANHOLE FOR 42-INCH DIA AND SMALLER SEWERS	EA	3	\$2,500.00	\$7,500.00		\$ 4,600.00	\$ 13,800.00	\$ 5,016.92	\$ 15,050.76
113	02314- 02317	ROADWAY EXCAVATION	CY	1758	\$16.00	\$28,128.00		\$ 7.00	\$ 12,306.00	\$ 14.69	\$ 25,825.02
114	02319	BORROW (SELECT FILL)	CY	10	\$5.00	\$50.00		\$ 2.25	\$ 22.50	\$ 31.92	\$ 319.20
115	02336	LIME FOR LIME STABILIZED SUBGRADE (4%) (DRY WEIGHT)	TON	51	\$100.00	\$5,100.00		\$ 170.00	\$ 8,670.00	\$ 199.79	\$ 10,189.29
116	02337	FLY ASH (8%) (DRY WEIGHT)	TON	101	\$100.00	\$10,100.00		\$ 80.00	\$ 8,080.00	\$ 89.02	\$ 8,991.02

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAUGLASS CIVIL CONSTRUCTION, INC	
Alternates No.		Persimmon Circle Cont.				Total Price for Alternate in Figures		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
117	02337	LIME/FLY ASH STABILIZED SUBGRADE 6-INCH THICK	SY	4171	\$2.50	\$10,427.50		\$ 2.35	\$ 9,801.85	\$ 5.95	\$ 24,817.45
118	02751	RENIFORCED CONCRETE PAVEMENT 7-INCH THICK	SY	3791	\$40.00	\$151,640.00		\$ 39.50	\$ 149,744.50	\$ 47.45	\$ 179,882.95
119	02763	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 24" WHITE, SOLID	LF	118	\$7.00	\$826.00		\$ 5.75	\$ 678.50	\$ 6.17	\$ 728.06
120	02763	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 4" YELLOW, SOLID	LF	580	\$0.50	\$290.00		\$ 0.45	\$ 261.00	\$ 0.52	\$ 301.60
121	02764	Blue Reflectorized Raised Pavement Marker	EA	3	\$4.50	\$13.50		\$ 11.65	\$ 34.95	\$ 11.86	\$ 35.58
122	02764	Raised Pavement Marker, Type I-C	EA	30	\$4.50	\$135.00		\$ 4.65	\$ 139.50	\$ 4.74	\$ 142.20
123	DWGS	TxDOT D1-1 Street Name Sign	EA	1	\$500.00	\$500.00		\$ 408.00	\$ 408.00	\$ 414.97	\$ 414.97
124	DWGS	TxDOT R1-1 Stop Sign, 30"X30"	EA	1	\$500.00	\$500.00		\$ 450.00	\$ 450.00	\$ 456.46	\$ 456.46
125	02771	MOUNTABLE CONCRETE CURB	LF	1446	\$6.00	\$8,676.00		\$ 3.00	\$ 4,338.00	\$ 7.36	\$ 10,642.56
126	02775	CONCRETE SIDEWALK, FOR LANDING W/TRUNCATED DOMES PAVERS	SF	150	\$8.50	\$1,275.00		\$ 22.10	\$ 3,315.00	\$ 35.94	\$ 5,391.00
TOTAL ALTERNATE E1 UNIT PRICES						\$602,681.00			\$429,497.05		\$602,089.88
E2		Spell Circle						UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
127	02233	CLEARING & GRUBBING	AC	2	\$500.00	\$1,000.00		\$ 8,600.00	\$ 17,200.00	\$ 6,145.95	\$ 12,291.90
128	02511	8-INCH DIAMETER PVC WATERLINE BY OPEN CUT	LF	982	\$65.00	\$63,830.00		\$ 34.00	\$ 33,388.00	\$ 60.92	\$ 59,823.44
129	02520	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH GV&B	EA	3	\$5,000.00	\$15,000.00		\$ 4,300.00	\$ 12,900.00	\$ 4,784.15	\$ 14,352.45
130	02520	6-INCH DIAMETER FIRE HYDRANT BRANCH, BY OPEN CUT	LF	35	\$105.00	\$3,675.00		\$ 44.00	\$ 1,540.00	\$ 28.25	\$ 988.75
131	02521; 02085	8-INCH DIAMETER GV & B W/LID	EA	2	\$1,000.00	\$2,000.00		\$ 2,000.00	\$ 4,000.00	\$ 2,124.04	\$ 4,248.08
132	02082	4-FOOT DIA PRECAST CONCRETE MANHOLE	EA	2	\$1,500.00	\$3,000.00		\$ 5,800.00	\$ 11,600.00	\$ 4,129.06	\$ 8,258.12
133	02082	EXTRA DEPTH 4-FOOT DIA PRECAST CONCRETE MANHOLE	VF	10	\$1,500.00	\$15,000.00		\$ 380.00	\$ 3,800.00	\$ 394.51	\$ 3,945.10
134	02531	8-INCH DIAMETER SAN SEWER, BY OPEN CUT	LF	693	\$200.00	\$138,600.00		\$ 24.50	\$ 16,978.50	\$ 97.07	\$ 67,269.51
135	DWGS	4-INCH DIAMETER POLYETHYLENE GAS	LF	892	\$70.00	\$62,440.00		\$ 35.00	\$ 31,220.00	\$ 13.87	\$ 12,372.04
136	DWGS	4-INCH DIAMETER GAS VALVE	EA	2	\$250.00	\$500.00		\$ 500.00	\$ 1,000.00	\$ 877.36	\$ 1,754.72
137	DWGS	4-INCH DIAMETER GAS PLUG	EA	1	\$65.00	\$65.00		\$ 88.00	\$ 88.00	\$ 77.06	\$ 77.06
138	DWGS	ZINC ANODE	EA	1	\$300.00	\$300.00		\$ 235.00	\$ 235.00	\$ 88.92	\$ 88.92

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAUGLASS CIVIL CONSTRUCTION, INC	
E2		Spell Circle Cont.						UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
139	DWGS	TEST STATION	EA	1	\$300.00	\$300.00		\$ 144.00	\$ 144.00	\$ 148.20	\$ 148.20
140	02611; 02631	30-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	100	\$50.00	\$5,000.00		\$ 84.00	\$ 8,400.00	\$ 151.52	\$ 15,152.00
141	02611; 02631	36-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	608	\$60.00	\$36,480.00		\$ 117.35	\$ 71,348.80	\$ 152.64	\$ 92,805.12
142	02611; 02631	24-INCH DIAMETER RCP STORM SEWER LEAD, OPEN CUT	LF	92	\$35.00	\$3,220.00		\$ 68.60	\$ 6,311.20	\$ 102.75	\$ 9,453.00
143	02633	PRECAST TYPE C-1 STM INLET	EA	5	\$2,500.00	\$12,500.00		\$ 3,380.00	\$ 16,900.00	\$ 3,874.15	\$ 19,370.75
144	02081/0208 2/02087	TYPE C MANHOLE FOR 42-INCH DIA AND SMALLER SEWERS	EA	3	\$2,500.00	\$7,500.00		\$ 4,430.00	\$ 13,290.00	\$ 5,016.92	\$ 15,050.76
145	02314- 02317	ROADWAY EXCAVATION	CY	2111	\$16.00	\$33,776.00		\$ 7.00	\$ 14,777.00	\$ 14.98	\$ 31,622.78
146	02319	BORROW (SELECT FILL)	CY	3	\$5.00	\$15.00		\$ 2.25	\$ 6.75	\$ 31.92	\$ 95.76
147	02336	LIME FOR LIME STABILIZED SUBGRADE (4%) (DRY WEIGHT)	TON	51	\$100.00	\$5,100.00		\$ 170.00	\$ 8,670.00	\$ 199.79	\$ 10,189.29
148	02337	FLY ASH (8%) (DRY WEIGHT)	TON	102	\$100.00	\$10,200.00		\$ 80.00	\$ 8,160.00	\$ 88.94	\$ 9,071.88
149	02337	LIME/FLY ASH STABILIZED SUBGRADE 6- INCH THICK	SY	4222	\$2.50	\$10,555.00		\$ 2.35	\$ 9,921.70	\$ 5.88	\$ 24,825.36
150	02751	RENIFORCED CONCRETE PAVEMENT 7- INCH THICK	SY	3838	\$40.00	\$153,520.00		\$ 39.50	\$ 151,601.00	\$ 47.05	\$ 180,577.90
151	02763	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 24" WHITE, SOLID	LF	118	\$7.00	\$826.00		\$ 5.75	\$ 678.50	\$ 6.17	\$ 728.06
152	02763	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 4" YELLOW, SOLID	LF	580	\$0.50	\$290.00		\$ 0.45	\$ 261.00	\$ 0.52	\$ 301.60
153	02764	Blue Reflectorized Raised Pavement Marker	EA	3	\$4.50	\$13.50		\$ 11.65	\$ 34.95	\$ 11.86	\$ 35.58
154	02764	Raised Pavement Marker, Type I-C	EA	30	\$4.50	\$135.00		\$ 4.65	\$ 139.50	\$ 4.74	\$ 142.20
155	DWGS	TxDOT D1-1 Street Name Sign	EA	1	\$500.00	\$500.00		\$ 408.00	\$ 408.00	\$ 414.97	\$ 414.97
156	DWGS	TxDOT R1-1 Stop Sign, 30"X30"	EA	1	\$500.00	\$500.00		\$ 450.00	\$ 450.00	\$ 456.46	\$ 456.46
157	02771	MOUNTABLE CONCRETE CURB	LF	1468	\$6.00	\$8,808.00		\$ 3.00	\$ 4,404.00	\$ 7.07	\$ 10,378.76
158	02775	CONCRETE SIDEWALK, FOR LANDING W/TRUNCATED DOMES PAVERS	SF	150	\$8.50	\$1,275.00		\$ 22.10	\$ 3,315.00	\$ 35.94	\$ 5,391.00
TOTAL ALTERNATE E2 UNIT PRICES						\$595,923.50			\$453,170.90		\$611,681.52

BID TAB											
TOMBALL BUSINESS & TECHNOLOGY PARK CONSTRUCTION OF PAVING, DRAINAGE, SANITARY SEWER, WATERLINES, AND GAS LINES, HARRIS COUNTY											
PROJECT BID NO. 2015-02, E&P PROJECT NO. 2011-10016											
								CONTRACTOR 1		CONTRACTOR 2	
								HASSELL CONSTRUCTION, INC		SPAUGLASS CIVIL CONSTRUCTION, INC	
E3		Storm Sewer Along Holderrieth & Hufsmith Kohrville Profile Sheets 33,34,35,36,37,38,39)				(Plan &		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
159	02314-02317	DITCH/SWALE EXCAVATION & GRADING	CY	4648	\$5.00	\$23,240.00		\$ 3.50	\$ 16,268.00	\$ 13.55	\$ 62,980.40
160	02319	BORROW (SELECT FILL) & DITCH/SWALE GRADING	CY	2198	\$5.00	\$10,990.00		\$ 2.25	\$ 4,945.50	\$ 29.33	\$ 64,467.34
161	02611; 02631	30-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	23	\$50.00	\$1,150.00		\$ 87.00	\$ 2,001.00	\$ 135.85	\$ 3,124.55
162	02611; 02631	48-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	777	\$125.00	\$97,125.00		\$ 160.00	\$ 124,320.00	\$ 203.77	\$ 158,329.29
163	02611; 02631	54-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	697	\$150.00	\$104,550.00		\$ 208.00	\$ 144,976.00	\$ 243.40	\$ 169,649.80
164	2634 / TxDoT 467	30-INCH DIAMETER TYP II SET (P) (4:1)	EA	1	\$1,200.00	\$1,200.00		\$ 3,300.00	\$ 3,300.00	\$ 2,791.35	\$ 2,791.35
165	2634 / TxDoT 467	48-INCH DIAMETER TYP II SET (P) (4:1)	EA	3	\$3,500.00	\$10,500.00		\$ 6,500.00	\$ 19,500.00	\$ 3,417.05	\$ 10,251.15
166	02633	PRECAST TYPE C MH W/TYPE E INLET TOP	EA	2	\$2,500.00	\$5,000.00		\$ 5,700.00	\$ 11,400.00	\$ 4,497.99	\$ 8,995.98
167	02081/02082/02087	TYPE C MANHOLE FOR 48-INCH TO 72-INCH DIA SEWERS	EA	5	\$3,000.00	\$15,000.00		\$ 6,900.00	\$ 34,500.00	\$ 9,303.40	\$ 46,517.00
168	2751	5" Concrete Slope Paving Complete in place	SY	20	\$35.00	\$700.00		\$ 58.00	\$ 1,160.00	\$ 91.28	\$ 1,825.60
TOTAL ALTERNATE E3 UNIT PRICES						\$269,455.00			\$362,370.50		\$528,932.46
E4		Storm Sewer Along Holderrieth & Hufsmith Kohrville Profile Sheets 33,34A,35A,36A,37A,38A,39A)				(Plan &		UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
169	02319	BORROW (SELECT FILL) & DITCH/SWALE GRADING	CY	5677	\$5.00	\$28,385.00		\$ 2.25	\$ 12,773.25	\$ 29.37	\$ 166,733.49
170	02611; 02631	30-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	45	\$50.00	\$2,250.00		\$ 87.00	\$ 3,915.00	\$ 152.36	\$ 6,856.20
170A	02611; 02631	36-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	210	\$60.00	\$12,600.00		\$ 115.00	\$ 24,150.00	\$ 185.05	\$ 38,860.50
171	02611; 02631	42-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	438	\$100.00	\$43,800.00		\$ 138.00	\$ 60,444.00	\$ 169.23	\$ 74,122.74
172	02611; 02631	48-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	1438	\$125.00	\$179,750.00		\$ 155.00	\$ 222,890.00	\$ 195.35	\$ 280,913.30
173	02611; 02631	54-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	697	\$150.00	\$104,550.00		\$ 205.00	\$ 142,885.00	\$ 243.40	\$ 169,649.80
174	02633	PRECAST TYPE C MH W/TYPE E INLET TOP	EA	3	\$2,500.00	\$7,500.00		\$ 5,700.00	\$ 17,100.00	\$ 4,502.45	\$ 13,507.35
175	02081/02082/02087	TYPE C MANHOLE FOR 42-INCH DIA AND SMALLER SEWERS	EA	2	\$2,500.00	\$5,000.00		\$ 4,425.00	\$ 8,850.00	\$ 5,074.19	\$ 10,148.38
176	02081/02082/02087	TYPE C MANHOLE FOR 48-INCH TO 72-INCH DIA SEWERS	EA	7	\$3,000.00	\$21,000.00		\$ 6,900.00	\$ 48,300.00	\$ 9,301.14	\$ 65,107.98
TOTAL ALTERNATE E4 UNIT PRICES						\$404,835.00			\$541,307.25		\$825,899.74
TOTAL ALTERNATES						\$1,872,894.50			\$1,786,345.70		\$2,568,603.60
F.	1. TOTAL BID PRICE (Add Totals for Items A, B, C, D, E1, E2, E3 above)					\$5,195,042.00			\$5,558,308.80		\$7,204,487.65
	2. TOTAL BID PRICE (Add Totals for Items A, B, C, D, E1, E2, E4 above)					\$5,330,422.00			\$5,737,245.55		\$7,501,454.93

Document 00520

AGREEMENT

Project: Tomball Business & Technology Park, Construction of Paving, Drainage, Sanitary Sewer, Water Lines, and Gas Lines, Harris County

Project Location: Hufsmith-Kohrville and Holderrieth, City of Tomball, Harris County Texas

E&P Project No: 2011-10016

Project Bid No: 2015-02

The City: The City of Tomball, County of Harris, Texas (the "City")
and

Contractor: Hassell Construction Company

(Address for Written Notice) 16111 Hollister St., Houston, Texas 77066

Fax Number: _____

City Engineer is: Lori Lakatos, P.E., C.F.M.

(Address for Written Notice) 501 James St., Tomball, TX 77375

Fax Number: (281) 351-4735

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 180 calendar days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the

00520-1
12-03-2013

City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3
CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$5,307,748.50, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. E2 Spell Circle

Alternate No. E4 Storm Sewer Along Holderrieth & Hufsmith Kohrville

ARTICLE 4
PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or ☒ last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).
For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance

00520-2
12-03-2013

with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractors provided in the General Conditions.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto.

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

00520-3
12-03-2013

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated 5/12/15

Addendum No. 2, dated 5/18/15

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates

00520-4
12-03-2013

- ☐ 00821 Wage Rate for Building Construction
☒ 00830 Trench Safety Geotechnical Information (reference 00320)

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____

City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

City Secretary

Date: _____

END OF DOCUMENT

00520-5
12-03-2013

Regular City Council Agenda Item Data Sheet

Meeting Date: June 1, 2015

Topic:

Presentation by Texas Masonry Council regarding possible amendments to the Zoning pertaining to facade requirements along Main Street, outside the Old Town & Mixed Use Zoning District

Background:

On February 18, 2013, City Council passed an ordinance waiving the assessment and collection of water and wastewater impact fees within the Old Town Area in an effort to facilitate new development and redevelopment within the Old Town Area. The initial ordinance was for a two-year period, which was extended through March 1, 2017 earlier this year. On April 20, 2015, City Council received a request to expand the impact fee waiver area to include properties outside the Old Town Area covering Main Street west of Baker Drive to Business 249 and covering Main Street east of Elm Street to FM 2978.

As part of the City Council discussions to expand the waiver area boundary, the possibility of including facade requirements in the expanded area was discussed to ensure that new development along Main Street is sustainable and aesthetically pleasing.

Origination:

City Council and the Community Development Department.

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

Community Development Department

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Presentation

THANK YOU FOR THE OPPORTUNITY



Tony Topping

Government Relations Specialist
Greater Houston Region

Presentation Overview

- Introduction of Texas Masonry Council
- Overview of Masonry Planning Policies
- Commercial Construction
- What Your Neighbors Have Done
- How do you move forward
- Questions

Texas Masonry Council

Texas Masonry Council is a non-profit organization that advocates for Texas to be built with beautiful, durable and sustainable masonry materials.

TMC offers a variety of services:

- We are the only organization in Texas specializing in assisting communities with the development of Masonry Planning Policies
- Best of all, ALL OUR SERVICES ARE FREE

What is Masonry?

- According to the IBC and IRC, the adopted building codes of Texas, masonry is a form of construction composed of **brick, stone, concrete block** or other materials of equal characteristics **laid up unit by unit and set in mortar.**
- By definition, masonry does not include fiber cement siding or synthetic stucco (EIFS).



Masonry Planning Policies

- In Texas, municipalities have the lawful right to adopt local legislation to protect the health safety and welfare of their citizens
- One such form of legislation is a *Masonry Planning Policy*
- Some *Masonry Planning Policies* come in the form of:
 - An overlay district or designated district (Historical Downtown)
 - A new zoning ordinance or an amendment to an existing zoning ordinance
 - A new building code or an amendment to an existing building code
 - Residential design guidelines (can include multifamily)
 - Commercial architectural design guidelines

It is not by accident.....

Historic Downtowns

- September 22, 1893
Bryan City Council
passed an ordinance to
prohibit “from erecting
any wooden, iron, or
metal building of any
description in which the
framework and
supports are of wood”



The “Planning Tool”

Local Decision

- The percentage of masonry required by the policy, and the materials that will be considered acceptable, are determined by the needs and desires of the community.
- With over 200 masonry policies in Texas, we can help guide the process and assist in crafting the details of a new policy.





Commercial Construction

Community Benefits of Masonry Planning Policies

- Community Fiscal Health
 - ▣ Increased Property Values
 - High value at time of construction
 - Retains value and appreciates over time



Community Benefits of Masonry Planning Policies

- Community Fiscal Health
 - ▣ Increased Property Values
 - High value at time of construction
 - Retains value and appreciates over time



Community Benefits of Masonry Planning Policies

- Taxes / Community Fiscal Health
 - ▣ Encourages Growth and Development
 - National retailers want to protect their investments
 - Attracts quality businesses



Community Benefits of Masonry Planning Policies

□ Taxes / Community Fiscal Health

▣ Reduces Urban Decay

- Protects property owners from diminished property values due to low quality construction adjacent to their property
- Low maintenance
- Adaptive reuse



Community Benefits of Masonry Planning Policies

□ Quality of Life

▣ Community Pride

- Creates a sense of “Place” or “Community Character”
- Creates a “Gateway”
- Preserves Neighborhoods



Community Benefits of Masonry Planning Policies

- ❑ Aesthetics
 - ▣ Materials are human scale
 - ▣ Can reduce the use of objectionable paint
- ❑ Sustainability
 - ▣ 100+ building life span



- “found that the adoption of a masonry ordinance not only enhances the durability and aesthetic value of local properties, but it also increases the property value, tax base, and overall fiscal health of the community. In addition, the research indicates that the adoption of a masonry ordinance promotes population growth and does not significantly affect the affordability of housing or rental costs.”

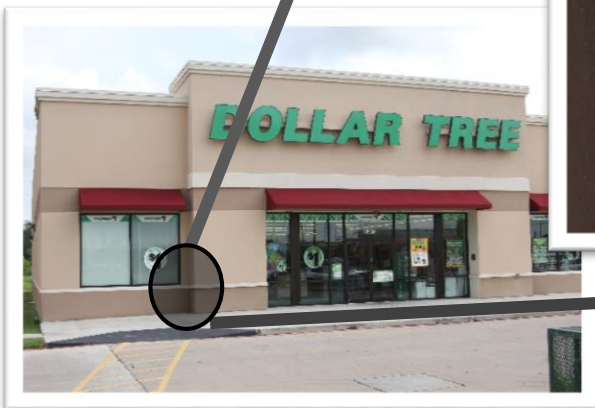
Which would you prefer?



Which would you prefer?



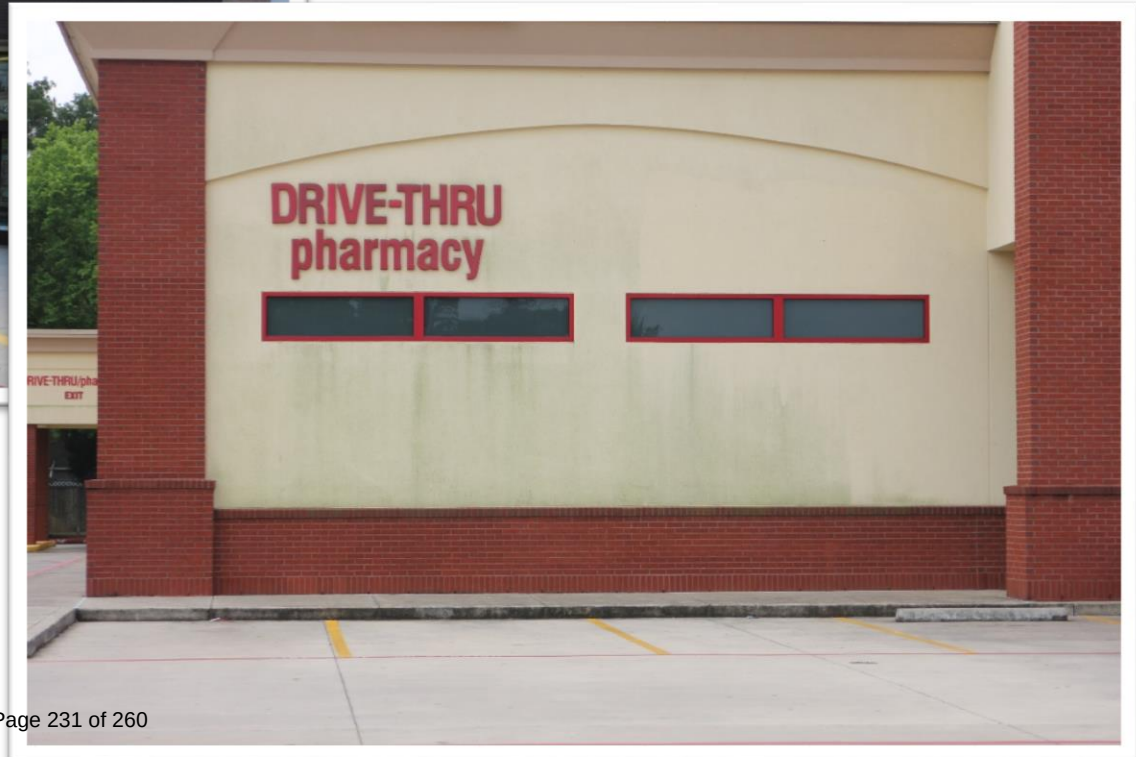
.....not necessarily quality



Which would you prefer?

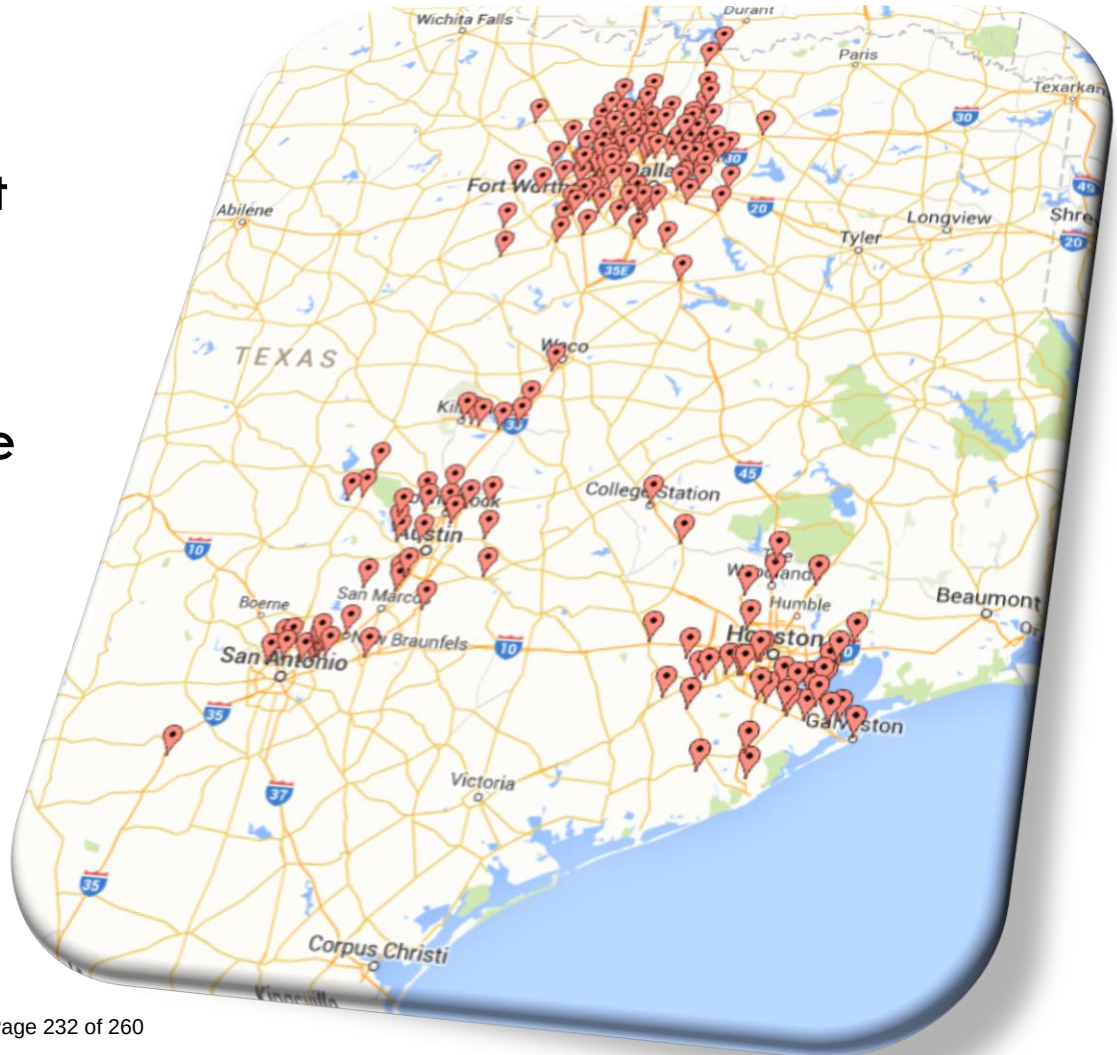


Which would you prefer?



What your neighbors have done

- Over 200 Texas cities have adopted some sort of masonry design standards.
- Masonry standards have become the rule rather than the exception in many parts of the state





What your neighbors have done



Population: 11,679
30 miles southwest of Houston

- ❑ Originally implemented commercial standards in an overlay district along all major corridors in the mid 2000's.
- ❑ In 2014, adopted city-wide commercial and multi-family standards.

- ❑ Commercial – 80% front, 60% sides and rear.
- ❑ Multi-family – 60%

What your neighbors have done



Population: 6,599
25 miles south of Houston

- ❑ Originally implemented commercial standards in an overlay district along Hwy 288 and Hwy 6.
 - ❑ In 2014, adopted city-wide commercial standards
- ❑ Commercial – 90% per facade

What your neighbors have done



Population: 2,947
33 miles west of Houston

- Implemented masonry design standards in 2012 for residential, multi-family, commercial and industrial development.

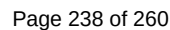
- 75% total exterior wall area
- 90% per street facing facade

What your neighbors have done



Population: 31,760
21 miles south of Austin

- ❑ Implemented wide range of site and building design standards for sidewalks, landscaping, utility screening, etc...
 - ❑ Includes building material standards
- ❑ 90 % - brick, stone, or decorative concrete masonry unit



Define your goals and priorities

- ❑ 2920 Corridor
- ❑ 249 Corridor
- ❑ City-wide
 - ▣ Commercial
 - ▣ Multi-family



Define your goals

- ❑ Definition of masonry
 - ▣ Stucco or no stucco
- ❑ Percentages
 - ▣ Most common are between 75%-90%
- ❑ Expansion and renovation triggers
 - ▣ Any
 - ▣ 50% expansion





Questions?

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 1, 2015

Topic:

Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Four (4) Student Resource Officers (SROs) to TISD Campuses.

Background:

The purpose of this Interlocal Agreement is to ensure that adequate services are provided to TISD as well as to define the scope of the duties and responsibilities of all interested parties. The officers assigned to TISD under this agreement will function as SROs at the High Schools and Junior High Schools, as well as teach a drug prevention program to students at the intermediate level.

The agreement covers the 2015-2016 school year and will be renegotiated each year thereafter. The costs associated with this School Resource Officer position are reimbursed to the City as a 70% work equivalent (187 days) to cover the regular school year. Total payment to City of Tomball from TISD for the year will be (\$273,888.00) .

This is a renewal of the 2014-2015 agreement.

Origination:

Billy Tidwell

Recommendation:

It is recommended that the City of Tomball enter into this Interlocal Agreement with the Tomball Independent School District.

Funding: Yes

Account Number: 121-100-5730

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

Billy Tidwell

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

SRO Interlocal Agreement

INTERLOCAL AGREEMENT (Student Resource Officer)

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 four (4) 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, 2015, and ends on July 31, 2016, 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 TWO HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED NINETY ONE DOLLARS (\$273,888.00) 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, 2014. 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 \$30,432.00, due on the 20th of each month, first payment due September 20, 2015.

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 _____ 2015.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

By:
Gretchen Fagan
Mayor

Tomball Independent School District

ATTEST:

By:
Chris Trotter
Assistant Superintendent

By:
Huey Kinchen
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 1, 2015

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.

Background:

The purpose of this Interlocal Agreement is to ensure that clear guidelines are established and set in place to address the specific and individual needs of the Tomball Independent School District (TISD) pertaining to event security. The Interlocal Agreement affords the officers of the Tomball Police Department the ability to provide police related services for specialized events occurring before, during, and after normal campus hours.

This Interlocal Agreement covers the 2015-2016 school year and sets the payment terms. Full-time officers are paid directly by the TISD, and part-time officer pay is reimbursed to the City. All mileage costs are fully reimbursed to the City.

This is a renewal of the 2014-2015 agreement.

Origination:

Billy Tidwell

Recommendation:

It is recommended that the City of Tomball enter into this Interlocal Agreement with the Tomball Independent School District.

Funding: Yes

Account Number: 100-121-6108

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

Billy Tidwell

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Interlocal Agreement for Use of Police Officers and Vehicles

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

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

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into effective the 1st day of August 2015, 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 2015-2016 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 Chief’s 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 Chief’s 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 \$32.00 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 \$32.00 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 _____ 2015.

APPROVED AS TO FORM:

City of Tomball

Doris Speer
City Secretary

Gretchen Fagan
Mayor

ATTEST:

Tomball Independent School District

Chris Trotter,
Assistant Superintendent

Huey Kinchen,
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 1, 2015

Topic:

Approve the following plats as recommended by the Planning and Zoning Commission:

- **Reserve at Spring Lake Section Two:** Being a Replat of Unrestricted Reserve "D" of Replat of the Final Plat Reserve at Spring Lake Section One Located in the Joseph Miller League, A-50 W.H. Clemens Survey, A-1641 Harris County, Texas City of Tomball, Texas.
- **Tomball Townsite Lot 24 Replat:** Being a Subdivision of 0.2755 Acre of Land, Being all of Lots 21, 22, 23 and 24 of Block 80 of Revised Map of Tomball Townsite, Volume 4, Pg. 25 of the Map Records of Harris County, out of the William Hurd Survey, Abstract No. 371, in the City of Tomball, in Harris County, Texas.
- **Tomball Business and Technology Park Lot 4 Partial Replat:** A subdivision of 25.1764 Acres, Being a Replat of Lot 4 of Tomball Business and Technology Park as recorded in Film Code No. 653006 of the Harris County Map Records, in the Elizabeth Smith Survey, Abstract No. 70, City of Tomball, Harris County, Texas.

Background:

On Monday, May 11, 2015 the Planning and Zoning Commission unanimously voted to recommend approval of Reserve at Spring Lake Section Two, Tomball Townsite Lot 24 Replat and Tomball Business and Technology Park Lot 4 Partial Replat, with contingencies.

The plats have since been corrected and are being presented to City Council for approval.

Origination:

Recommendation:

Approval

Funding:

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

Community Development Department

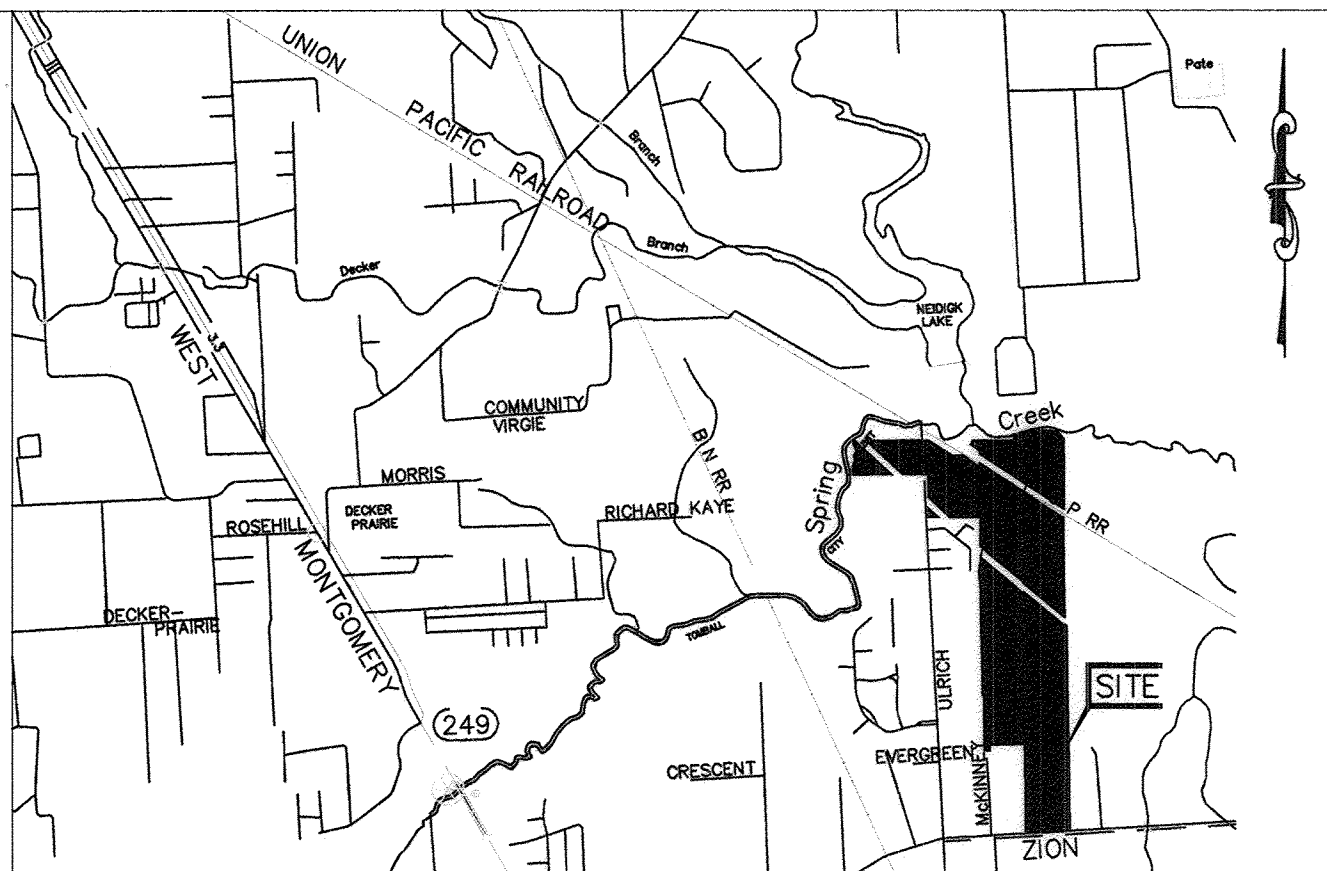
ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Reserve at Spring Lake Section Two
Tomball Townsite Lot 24 Replat
Tomball Business and Technology Park

GENERAL NOTES:

1. All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
2. All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.
3. No building or structure shall be constructed across any pipelines, building lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines and 30 feet off centerline of high pressure gas lines.
4. This plat does not attempt to amend or remove any valid covenants or restrictions.
5. The building lines shown on this plat shall be in addition to, and shall not limit or replace, any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.
6. Bearings based on Texas South Central State Plane Coordinates (Nad 83).
7. Unless otherwise indicated, the building line (B.L.), whether one or more, shown on this plat are established to evidence compliance with the applicable provisions of Chapter 14, Code of Ordinances, City of Tomball, Texas, in effect at the time this plat was approved, which may be amended from time to time.
8. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (Nad83) and may be brought from surface by applying the following combined scale factor of .99992227.
9. All corners are set 5/8 inch iron rods w/cap unless otherwise shown or noted.
10. There is a One-foot reserve dedicated as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of this dedication being that when the adjacent property is subdivided or re-subdivided in a recorded subdivision plat, the one-foot reserve shall thereupon become vested for street right-of-way purposes.
11. Private Access Easement dedicated for use as temporary road until street is extended in a recorded plat.
12. Gas and Water lines are located along Ulrich Road.
13. Magnolia Pipeline Company Easement recorded in Volume 1554, Page 135, Volume 1554, Page 136 and Volume 1546, Page 296, Humble Oil Refining Company Easement recorded in Volume 1663, Page 369 and Teppco Crude Pipeline, L.P. recorded in Volume 941, Page 258 of the Deed Records of Harris County, Texas are blanket easements.
14. Right-of-Way and easement for pipeline purposes, as granted to Humble Oil and Refining Company, now known as Exxon Corporation by instruments recorded in Volume 2844, Page 672 and Volume 3496, Page 459, both of the Deed Records of Harris County, Texas amended and defined by instrument filed for record under Harris County Clerk's File No. K547140. It does not affect subject property.
15. Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball nor any other public utility shall be responsible for any damages to property within an easement arising out of the removal or relocation of any obstruction in the public easement.
16. Subject tract any and all easements, building lines, etc., as set out by the plat recorded under Film Code No. 645045 of the Map Records of Harris County, Texas.
17. Agreement for Underground Electric Service filed under Clerk's File No. 20120477324 of the Real Property Records of Harris County, Texas, is blanket in nature and affects all of Section 1.
18. Short Form Blanket Easement for Certain Utilities as granted by instrument filed under Clerk's File No. 20120478547 of the Real Property Records of Harris County, Texas, is blanket in nature and affects all of Section 1.
19. Memorandum of Agreement by and between Zion Road Properties, LLC and Legend Classic Homes, Ltd. d/b/a Princeton Classic Homes by instrument filed under Clerk's File No. 20120178700 of the Real Property Records of Harris County, Texas, affects Section 1.



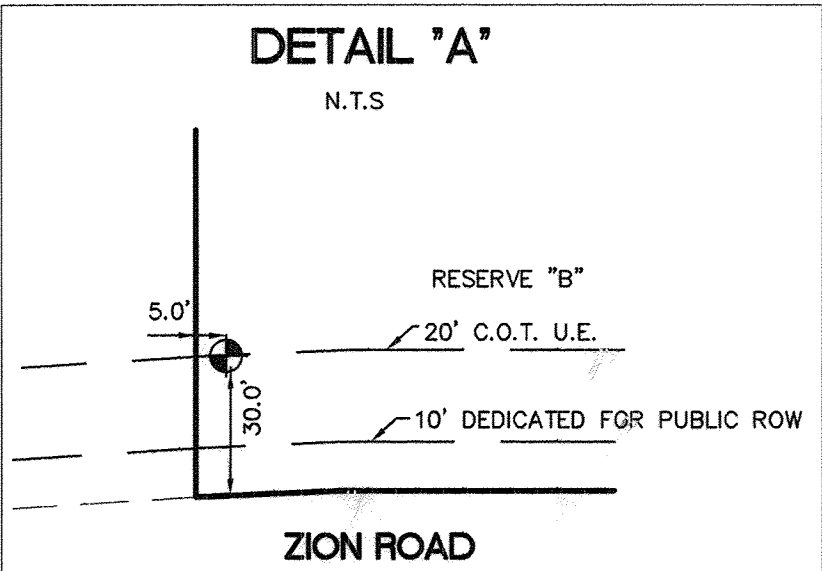
VICINITY MAP
NOT TO SCALE

FLOOD STATEMENT

According to FEMA Firm Panel No. 48201C0230L & 48201C0265L (Effective Date June 18, 2007), part of this property is in Zone "X" and determined to be outside 100 year flood plain; No portion of this plat lies within a designated Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas.

Warning: Part of this site is within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

Floodplain	Acres (approximate)
Floodway	0.00 acres
1% Floodplain	0.00 acres
0.2% Floodplain	0.00 acres
Zone "X" Floodplain (outside 0.2%)	152.9326 acres



SITE BENCHMARK - SET BRASS DISK IN CONCRETE STAMPED "RSL1" LOCATED NEAR THE SOUTHWEST CORNER OF THE SUBDIVISION, 30 FEET NORTH OF ZION ROAD, AND 5 FEET EAST OF PROPERTY LINE AS SHOWN. ELEVATION=172.98

OWNER/DEVELOPER:
ZION ROAD PROPERTIES
ROBERT M. ALLEN, PRESIDENT
9977 W. SAM HOUSTON PKWY N., #150
HOUSTON, TX 77064
PH: 281-477-8688

ENGINEER:
DAVID P. KELLY II, P.E.
DPK ENGINEERING, LLC
32719 WINDSOR TERRACE
FULSHEAR, TX 77441
PH: 281-346-2616

SURVEYOR:

TOWN & COUNTRY SURVEYORS, LLC
25907 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8732

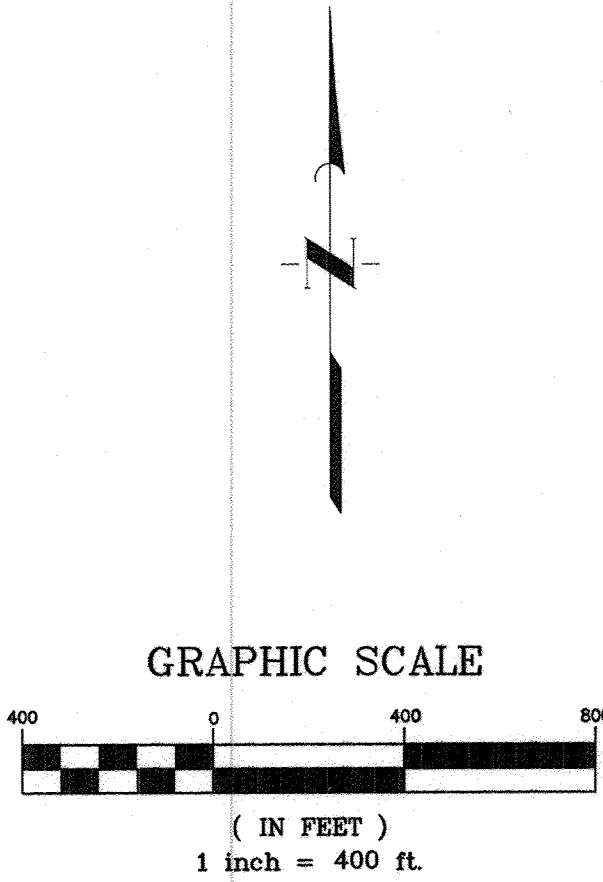
LEGEND:

BUILDING LINE
UTILITY EASEMENT
AERIAL EASEMENT
CITY OF TOMBALL UTILITY EASEMENT
DRAINAGE EASEMENT (PRIVATE)
FOUND 5/8 INCH IRON RODS
BLOCK NUMBER
SURVEY LINE

B.L.
U.E.
A.E.
C.O.T. U.E.
D.E.
©
①

SUMMARY TABLE OF LOT(S)					FLOODPLAIN AREA	
LOT	SQ. FT.	ACRE(S)	1%	2%	ACRE(S)	ACRE(S)
1	56447.83	1.2858	0.0000	0.0000		
2	57181.88	1.3127	0.0000	0.0000		
3	61303.73	1.4073	0.0000	0.0000		
4	45113.78	1.0386	0.0000	0.0000		
5	43654.99	1.0021	0.0000	0.0000		
6	45035.56	1.0338	0.0000	0.0000		
7	114782.71	2.6345	0.0000	0.0000		
8	43839.68	1.0064	0.0000	0.0000		
9	45983.71	1.0556	0.0000	0.0000		
10	46811.52	1.0746	0.0000	0.0000		
11	47816.51	1.0931	0.0000	0.0000		
12	55817.68	1.2768	0.0000	0.0000		
13	166333.03	3.8185	0.0000	0.0000		
BLOCK 2					FLOODPLAIN AREA	
LOT	SQ. FT.	ACRE(S)	1%	2%	ACRE(S)	ACRE(S)
1	52016.10	1.1941	0.0000	0.0000		
2	51666.10	1.1860	0.0000	0.0000		
3	48456.22	1.1124	0.0000	0.0000		
4	44008.40	1.0102	0.0000	0.0000		
5	50680.36	1.1630	0.0000	0.0000		
BLOCK 3					FLOODPLAIN AREA	
LOT	SQ. FT.	ACRE(S)	1%	2%	ACRE(S)	ACRE(S)
1	43712.59	1.0035	0.0000	0.0000		
2	43720.42	1.0036	0.0000	0.0000		
3	60334.07	1.3851	0.0000	0.0000		
4	61564.30	1.4133	0.0000	0.0000		
5	43936.61	1.0086	0.0000	0.0000		
BLOCK 4					FLOODPLAIN AREA	
LOT	SQ. FT.	ACRE(S)	1%	2%	ACRE(S)	ACRE(S)
1	46687.42	1.0713	0.0000	0.0000		
2	43758.91	1.0046	0.0000	0.0000		
3	44147.92	1.0134	0.0000	0.0000		
4	43566.06	1.0001	0.0000	0.0000		
BLOCK 5					FLOODPLAIN AREA	
LOT	SQ. FT.	ACRE(S)	1%	2%	ACRE(S)	ACRE(S)
1	43672.74	1.0025	0.0000	0.0000		
2	44718.09	1.0265	0.0000	0.0000		

SUMMARY TABLE OF RESERVE				FLOODPLAIN AREA	
RESERVE(S)	SQ. FT.	ACRES	PURPOSE	ACRE(S)	ACRE(S)
D	3982169.71	91.4205	UNRESTRICTED	20.0993	4.0289

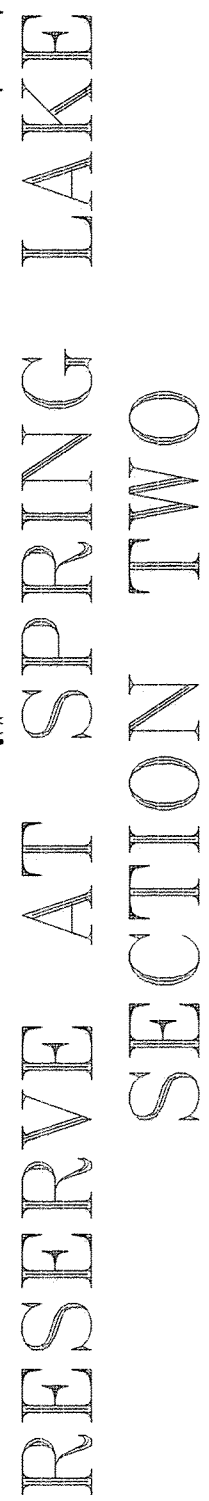


RESERVE AT SPRING LAKE SECTION TWO

132.6805 Acres (5,779,564 Sq. Ft.)

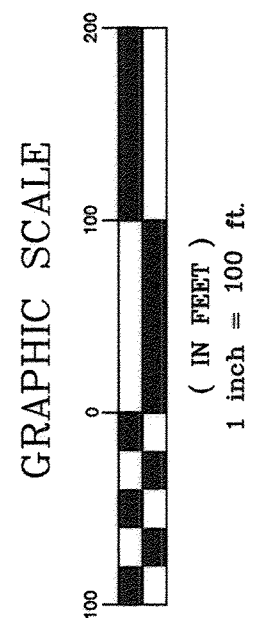
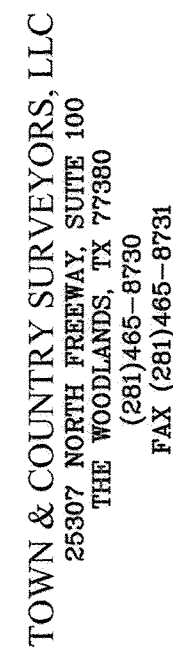
BEING A REPLAT OF
UNRESTRICTED RESERVE "D" OF
REPLAT OF THE FINAL PLAT
RESERVE AT SPRING LAKE
SECTION ONE
LOCATED IN THE
JOSEPH MILLER LEAGUE, A-50
W.H. CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS
CITY OF TOMBALL, TEXAS
5 BLOCKS 29 LOTS 1 RESERVE
MAY 2015

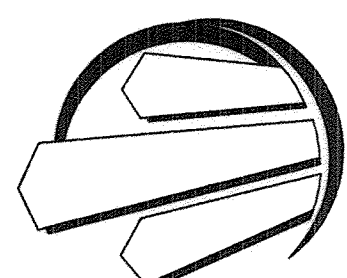
CURVE	CURVE TABLE				CHD.
	RADIUS	LENGTH	DELTA	CHD. BRG	
C1	530.00	129.15	130570.1	S0419°38'W	120.79
C2	500.00	129.14	130475.4	S0511°00'W	128.78
C3	470.00	100.77	1217.04	S0355°33'W	100.58
C4	470.00	20.62	230°50	S119°33'W	20.62
C5	530.00	15.84	142°45	S114°35'W	15.84
C6	780.00	32.92	27°25'05	N11°26'34	32.91
C7	750.00	199.05	152121.5	N020°56'E	198.44
C8	720.00	190.95	151114.4	N050°03'E	190.39
C9	780.00	74.18	1247°38	N0335012'E	73.81
C10	60.00	118.64	1317°22	N6350659'E	100.23
C11	60.00	39.44	36°42'38	S77°06'59"E	37.76
C12	60.00	63.16	60°16'48	S77°33'46"W	60.28
C13	60.00	93.92	89°41'11	S77°36'14"W	84.62
C14	400.00	23.65	53°45	N0522°30'W	23.64
C15	270.00	26.60	53°45	N0522°30'W	26.39
C16	300.00	29.36	53°45	N0522°30'W	29.35
C17	60.00	129.08	1231°56	S05419°48'E	105.59
C18	60.00	39.75	37°57'14	S76°16'47"E	39.02
C19	60.00	145.28	138°43'53	N51°22'39"W	112.30
C20	270.00	87.12	1829°11	N8335103°W	86.78
C21	300.00	96.80	1829°11	N8335103°W	96.34
C22	330.00	79.26	13°45'42	N85°52'48"W	79.07
C23	330.00	27.21	44°33'30	S76°38'13"W	27.21
C24	330.00	7.66	11°19'50	N73°56'33"W	7.66
C25	300.00	33.79	62°71'13	N71°02'51"W	33.77
C26	300.00	116.25	23°41'22	N69°25'47"W	110.84
C27	300.00	90.25	17°14'09	N69°21'11"W	89.91
C28	330.00	68.69	11°55'32	S67°32'52"W	68.56
C29	330.00	75.57	13°07'14	S67°08'43"E	75.40
C30	300.00	219.37	41°53'49	S71°32'01"E	214.52
C31	270.00	148.37	31°29'05	S74°00'15"E	146.51
C32	330.00	165.74	28°46'35	S78°05'38"E	164.00
C33	270.00	12.89	2°44'08	N88°53'09"E	12.89



BEING A REPEAT OF
UNRESTRICTED RESERVE "D" OF
REPEAT OF THE FINAL PLAT
RESERVE AT SPRING LAKE

SHEET 2 OF 5





FAX (281) 465-8731

JOSEPH MILLER LEAGUE, A-50
W.H. CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS
CITY OF TOMBALL, TEXAS
BLOCKS 29 LOTS 1 RESERVE

5 BLOCKS 29 LOTS 1 RESERVE

5 BLOCKS 29 LOTS 1 RESERVE

MAY 2015

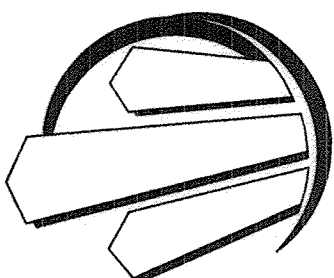
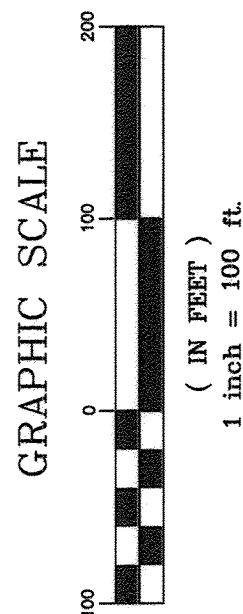
CT/SDR/DJS JOB No. 0451-0004

RESERVE AT SPRING LAKE
SECTION TWO

132.6805 Acres (5,779,564 Sq. Ft.)
BEING A REPLAT OF
UNRESTRICTED RESERVE "D" OF REPLAT OF THE FINAL PLAT
RESERVE AT SPRING LAKE
SECTION ONE

LOCATED IN THE
JOSEPH MILLER LEAGUE, A-50
W.H. CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS
CITY OF TOMBALL, TEXAS

5 BLOCKS 29 LOTS 1 RESERVE
MAY 2015



TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
PHONE: (281) 465-8731
FAX: (281) 465-8731



STATE OF TEXAS
COUNTY OF HARRIS

WE, Zion Road Properties, LLC, acting by and through Robert M. Allen, General Manager, being officer of Zion Properties, LLC, hereinafter referred to as owners of the 132.6805 acre tract described in the above and foregoing plat of RESERVE AT SPRING LAKE SECTION TWO, do hereby make and establish said subdivision and development plat of said property according to all liens, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purpose and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easements, five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters square feet (18-inch diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, Zion Road Properties, LLC, has caused these presents to be signed by Robert M. Allen, its General Manager, thereunto authorized, attested by its Secretary, Gary Kolkhorst, and its common seal hereunto affixed this 14 day of April, 2015.

Zion Road Properties, LLC

By: Robert M. Allen
Robert M. Allen, General Manager

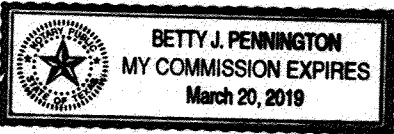
Attest: Gary Kolkhorst
By: Gary Kolkhorst
Gary Kolkhorst, Secretary

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. Allen and Gary Kolkhorst, General Manager of Zion Properties, LLC, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledgment to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

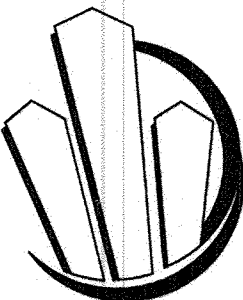
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of April, 2015

Betty J. Pennington
Notary Public in and for the State of Texas
Print name: Betty J. Pennington
My Commission expires: March 20, 2019



OWNER\DEVELOPER:
ZION ROAD PROPERTIES
ROBERT M. ALLEN, PRESIDENT
9977 W. SAM HOUSTON PKWY N., #150
HOUSTON, TX 77064
PH: 281-477-8688

ENGINEER:
DAVID P. KELLY II, P.E.
DPK ENGINEERING, LLC
32719 WINDSOR TERRACE
FULSHEAR, TX 77441
PH: 281-346-2616



SURVEYOR:

TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281) 485-8730
FAX (281) 455-8731

THE STATE OF TEXAS
COUNTY OF HARRIS

WE, Commercial State Bank, owners and holders of a lien against the property described in the plat known as Reserve at Spring Lake Section Two, said lien being evidenced by instrument of record in Clerk's File Nos. 20120109562, 20120109565, 2014131818, 20130108089, 20130108099, 20140358187 & 20140358188 of the Official Public Records of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

James Alexander
Commercial State Bank
10203 Birchridge, Suite 100
Humble, Texas 77338

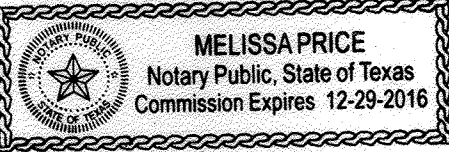
THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James Alexander, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of April 2015

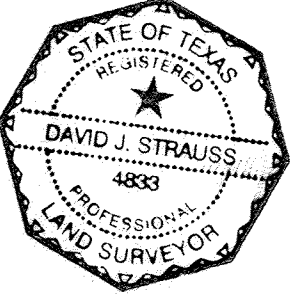
Melissa Price
Notary Public in and for the State of Texas

My Commission Expires: 12/24/16



I, David Strauss, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

David Strauss
David Strauss, Registered Professional Land Surveyor
Texas Registration No. 4833



We, The City Manager and City Engineer for the City of Tomball, do hereby certify that this plat complies with the City of Tomball's Ordinances.

By: George Shackelford
City Manager

By: Lori Lakatos, P.E.
City Engineer

This is to certify that the Planning & Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of Reserve at Spring Lake Section Two in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this ____ day of _____, 2015.

By: Barbara Tague
Chairman

By: Darrell Roquemore
Vice Chairman

This is to certify that the City accepts the Planning & Zoning Commission's authorized approval and acceptance of all dedicated public easements in Conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this ____ day of _____, 2015.

By: Gretchen Fagan, Mayor

By: Doris Speer, City Secretary

I, Stan Stanart, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, _____, 2015, at _____ o'clock ____M., and duly recorded on _____, _____, 2015, at _____ o'clock ____M., and at Film Code Number _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

Stan Stanart
County Clerk
of Harris County, Texas

By: _____
Deputy

RESERVE AT SPRING LAKE
SECTION TWO
132.6805 Acres (5,779,564 Sq. Ft.)
BEING A REPLAT OF
UNRESTRICTED RESERVE "D" OF
REPLAT OF THE FINAL PLAT
RESERVE AT SPRING LAKE
SECTION ONE
LOCATED IN THE
JOSEPH MILLER LEAGUE, A-50
W.H. CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS
CITY OF TOMBALL, TEXAS
5 BLOCKS 29 LOTS 0 RESERVES
APRIL 2015

SHEET 5 OF 5

STATE OF TEXAS
COUNTY OF HARRIS

We, Tommyboy Investments, LP, a Texas limited partnership and Thomas Rayburn, President, owners hereinafter referred to as Owners of the 0.2755 acre tract described in the above and foregoing plat of TOMBALL TOWNSITE LOT 24 REPLAT, do hereby make and establish said subdivision and development plan of said property according to all liens, dedications, restrictions and notations on said map or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobscured aerial easement five feet in width from a plane twenty feet (20') above the ground level upward, located adjacent to all public utility easements shown hereon.

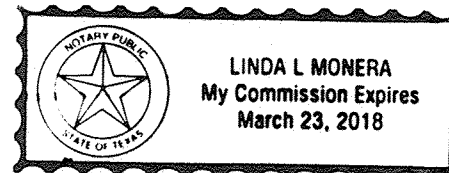
FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

Witness our hand, in the City of Tomball, Texas this the 26th day of MAY, 2015

By: Thomas Rayburn, President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the above signed authority, on this day personally appeared Thomas Rayburn, President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of MAY, 2015.

Linda L. Monera
Notary Public in and for the State of Texas
Print Name Linda L. Monera

My Commission Expires: 3/23/2016

I, Stan Stanart, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on 05/22/2015, at 10:00 o'clock AM, and at Film Code No. 2015-0090 of the Map Records of Harris County for said county.

WITNESS my hand and seal of office, at Houston, the day and date last above written.

Stan Stanart
County Clerk
of Harris County, Texas

By: Deputy

This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of TOMBALL TOWNSITE LOT 24 REPLAT in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this 26th day of MAY, 2015.

By: Barbara Tague, Chair

By: Darrell Roquemore, Vice Chair

We the City Manager and City Engineer for the City of Tomball, do hereby certify that this plat complies with the City of Tomball Ordinances.

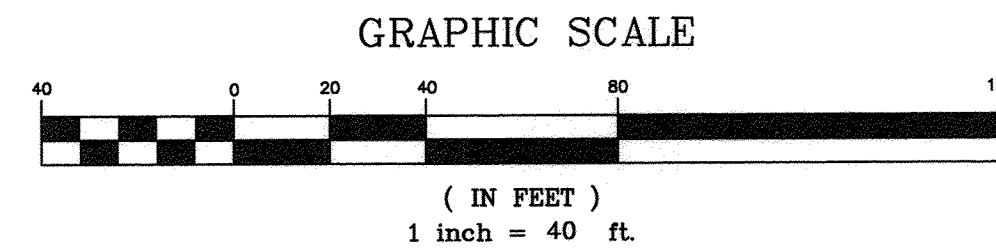
George Shackelford, City Manager Lori Lakatos, P.E., City Engineer

This is to certify that the City accepts the Planning and Zoning Commission's authorized approval and acceptance of all dedicated public easements in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this day of MAY, 2015.

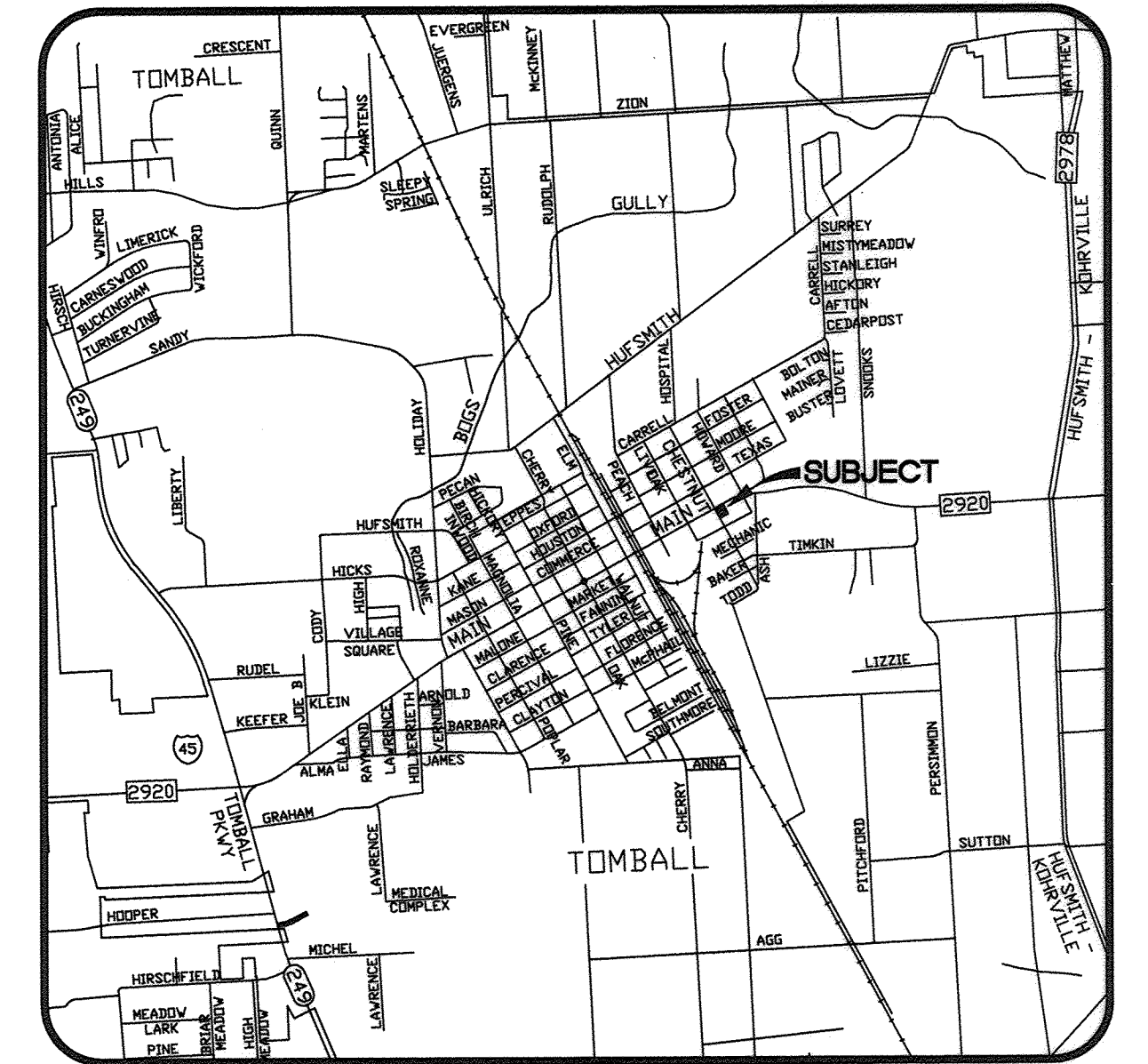
By: Gretchen Fagan, Mayor

By: Doris Speer, City Secretary

LEGEND	
M.R.H.C.	MAP RECORDS OF HARRIS COUNTY
R.P.R.H.C.	REAL PROPERTY RECORDS OF HARRIS COUNTY
D.R.H.C.	DEED RECORDS HARRIS COUNTY
C.C.F.	COUNTY CLERK'S FILE
F.N.D.	FOUND
F.N.C.	FENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
C.	CENTER LINE



NORTH



Notes:

1. The building lines shown on this plat shall be in addition to, and shall not limit or replace, any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.
2. The building line for property adjacent to two intersecting streets shall not encroach into any visibility triangle, the triangular area adjacent to the intersection of any street established by measuring a distance of 15 feet from the point of intersection of two streets along the right-of-way of each of the intersecting streets and connecting the ends of each measured distance, to assure adequate visibility sight lines for vehicular traffic approaching the intersection.
3. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale 0.999952072412.
4. Site drainage plans for the future development of this reserve must be approved by the Harris County Flood Control District and Engineering Division of Harris County Public Infrastructure Department.
5. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back easements and alongside rear lot lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
6. This property is subject to an easement agreement for surface site over the most Northwesterly 10' of the subject property as set forth by instrument filed for record under County Clerk's File No(s). D703440 of the Real Property Records of Harris County.
7. All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
8. All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.
9. No building or structure shall be constructed across any pipelines, building lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.
10. This plat does not attempt to amend or remove any valid restrictions or covenants.
11. This Plat is subject to a 10' City of Tomball Utility Easement described in instrument recorded under County Clerk's File No. D703440 of the Real Property Records of Harris County, Texas.

Public Easements:

Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep movable or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball or any public utility shall be responsible for the replacing or reimbursing the property owner due to removal or relocation of any obstruction on the public easements.

Flood Information:

The subject property is located in Zone "X" which is an area considered to be outside the 100 year flood plain as reflected on F.E.M.A. Flood Insurance Rate Map Community Panel 48201C0230L for the City of Tomball, Texas, dated June 18, 2007.

TOMBALL TOWNSITE LOT 24 REPLAT

BEING A SUBDIVISION OF 0.2755 ACRE OF LAND,
BEING ALL OF LOTS 21, 22, 23, AND 24 OF BLOCK 80
OF REVISED MAP OF TOMBALL TOWNSITE, VOLUME
4, PG. 25 OF THE MAP RECORDS OF HARRIS
COUNTY, OUT OF THE WILLIAM HURD SURVEY,
ABSTRACT NO. 371, IN THE CITY OF TOMBALL, IN
HARRIS COUNTY, TEXAS.

1 LOT 1 BLOCK

DATE: 05/22/2015

SCALE: 1" = 40'

OWNER/DEVELOPER: TOMMYBOY INVESTMENTS, LP, a Texas limited partnership
21006 SKYHAVEN COURT
SPRING, Texas 77379-0090
PHONE: (713) 319-5748

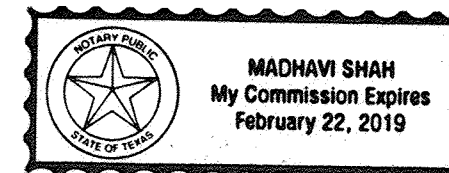
SURVEYOR: THOMAS LAND SURVEYING
14340 Torrey Chase, Suite 270
Houston, Texas 77014
PHONE : (281) 440-7730
FAX : (281) 440-7737
Jim@thomaslandsurveying.com

JOB NO.: 16197

I, James H. Thomas, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

James H. Thomas, RPLS # 5736

WE, Whitney Bank, a Louisiana state chartered bank, owner and holder of liens against the property described in the plat known as TOMBALL TOWNSITE LOT 24 REPLAT, said liens being evidenced by instrument(s) of record under County Clerk's File No(s). 20140272813 and 20140272813 of the O.P.R.O.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and hereby confirm that we are the present owner(s) of said liens and have not assigned the same nor any part thereof.



STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Madhavi Shah, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of MAY, 2015.

Madhavi Shah
Notary Public in and for the State of Texas
Print Name

My Commission Expires: 2/22/2019

THE STATE OF TEXAS
COUNTY OF HARRIS

WE, TOMBALL ECONOMIC DEVELOPMENT CORPORATION, ACTING BY AND THROUGH GRETCHEN FAGAN, PRESIDENT OF THE BOARD OF DIRECTORS, BEING AN OFFICER OF TOMBALL ECONOMIC DEVELOPMENT CORPORATION, OWNERS HEREINAFTER REFERRED TO AS OWNERS OF THE 25.1764 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LIENS, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED SERIAL EASEMENT FIVE FEET IN WIDTH FROM A PLANE TWENTY FEET (20') ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PROVIDE THAT DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND IN NO INSTANCE HAVE A DRAINAGE OPENING OF LESS THAN ONE AND THREE QUARTERS SQUARE FEET (18-INCH DIAMETER) WITH CULVERTS OR BRIDGES TO BE PROVIDED FOR ALL PRIVATE DRIVEWAYS OR WALKWAYS CROSSING SUCH DRAINAGE FACILITIES.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND FIFTEEN FEET (15') WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSES LOCATED AND DEPICTED UPON IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF TOMBALL, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY; AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY GRETCHEN FAGAN, PRESIDENT OF THE BOARD OF DIRECTORS, THEREUNTO AUTHORIZED, ATTESTED BY THE SECRETARY OF THE BOARD OF DIRECTORS, W. E. (BILL) SUMNER, JR., AND ITS COMMON SEAL HEREUNTO AFFIXED THIS _____ DAY OF _____, 2015.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
GRETCHEN FAGAN
PRESIDENT OF THE BOARD OF DIRECTORS

ATTEST:

By: _____
W. E. (BILL) SUMNER, JR.
SECRETARY OF THE BOARD OF DIRECTORS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GRETCHEN FAGAN AND W. E. (BILL) SUMNER, JR., PRESIDENT AND SECRETARY RESPECTIVELY OF THE BOARD OF DIRECTORS OF TOMBALL ECONOMIC DEVELOPMENT CORPORATION, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

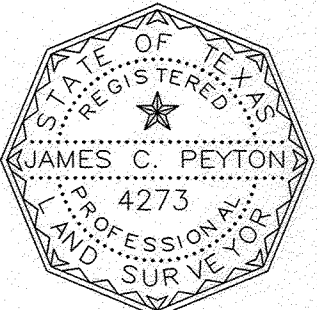
MY COMMISSION EXPIRES: _____

NOTES:

1. ACCORDING TO FLOOD INSURANCE RATE MAP NO. 4820100230 L, EFFECTIVE DATE JUNE 18, 2007, THE SUBJECT PROPERTY LIES WITHIN ZONE X (UNSHADED) AREAS, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS INFORMATION IS AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WEISSER ENGINEERING CO. MAKES NO WARRANTY AS TO ITS ACCURACY.
2. ALL OIL/GAS PIPELINES OR PIPELINES WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN TO THE BEST KNOWLEDGE OF THE SURVEYOR.
3. ALL OIL/GAS WELLS WITH OWNERSHIP (PLUGGED, ABANDONED, AND/OR ACTIVE) THROUGH THE SUBDIVISION HAVE BEEN SHOWN TO THE BEST KNOWLEDGE OF THE SURVEYOR.
4. NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED ACROSS ANY PIPELINES, BUILDING LINES, AND/OR EASEMENTS. BUILDING SETBACK LINES WILL BE REQUIRED ADJACENT TO OIL/GAS PIPELINES. THE SETBACKS AT A MINIMUM SHOULD BE 15 FEET OFF CENTERLINE OF LOW PRESSURE GAS LINES, AND 30 FEET OFF CENTERLINE OF HIGH PRESSURE GAS LINES.
5. THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE ANY VALID COVENANTS OR RESTRICTIONS.
6. THE BUILDING LINES SHOWN ON THIS PLAT SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR REPLACE, ANY BUILDING LINES REQUIRED BY THE CITY OF TOMBALL CODE OF ORDINANCES AT THE TIME OF THE DEVELOPMENT OF THE PROPERTY.
7. THE AREAS SHOWN HEREON HAVE BEEN CARRIED TO THE NUMBER OF DECIMAL PLACES REQUIRED BY THE CITY OF TOMBALL, WHICH EXCEEDS THE PRECISION PRESCRIBED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.
8. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE DISTANCES AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED AVERAGE ADJUSTMENT FACTOR OF 0.999942131.
9. WITH RESPECT TO RECORDED INSTRUMENTS WITHIN THIS PLAT, THE SURVEYOR RELIED ON TITLE REPORTS ISSUED BY STEWART TITLE GUARANTY COMPANY, DATED MAY 04, 2015, FILE NO. 1520191479.
10. PUBLIC EASEMENTS DEVOTED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOREVER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT AT ALL TIMES, OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSES OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THIS PLAT. NEITHER THE CITY OF TOMBALL NOR ANY OTHER PUBLIC UTILITY SHALL BE RESPONSIBLE FOR ANY DAMAGES TO PROPERTY WITHIN AN EASEMENT ARISING OUT OF THE REMOVAL OR RELOCATION OF ANY OBSTRUCTION IN THE PUBLIC EASEMENT.

I, JAMES C. PEYTON, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN, ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE, AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN DIMENSIONED TO THE NEAREST SURVEY CORNER.

JAMES C. PEYTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4273



THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF TOMBALL BUSINESS AND TECHNOLOGY PARK IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2015.

By: _____
BARBARA TAGUE, CHAIRMAN

By: _____
DARRELL ROQUEMORE, VICE-CHAIRMAN

WE, THE CITY MANAGER AND THE CITY ENGINEER FOR THE CITY OF TOMBALL, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CITY OF TOMBALL ORDINANCE.

GEORGE SHACKELFORD
CITY MANAGER

LORI LAKATOS, P.E.
CITY ENGINEER

THIS IS TO CERTIFY THAT THE CITY OF TOMBALL ACCEPTS THE PLANNING AND ZONING COMMISSION'S AUTHORIZED APPROVAL AND ACCEPTANCE OF ALL DEDICATED PUBLIC EASEMENTS IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF TOMBALL AS SHOWN HEREON, AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2015.

By: _____
GRETCHEN FAGAN, MAYOR

By: _____
DORIS SPEER, CITY SECRETARY

I, STAN STANART, COUNTY CLERK OF HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2015, AT _____ O'CLOCK _____ M., AND IN FILM CODE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

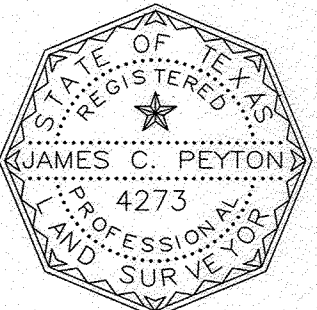
WITNESS MY HAND AND SEAL OF OFFICE, AT HARRIS COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

STAN STANART, CLERK OF
HARRIS COUNTY, TEXAS

By: _____
DEPUTY

I, JAMES C. PEYTON, DO HEREBY CERTIFY THAT ALL EXISTING ENCUMBRANCES, SUCH AS VARIOUS TYPES OF EASEMENTS BOTH PUBLIC AND PRIVATE, FEE STRIPS, AND ALL SIGNIFICANT TOPOGRAPHICAL FEATURES WHICH WOULD AFFECT THE PHYSICAL DEVELOPMENT OF THE PROPERTY ILLUSTRATED ON THIS PLAT ARE ACCURATELY IDENTIFIED AND LOCATED AND FURTHER CERTIFY THAT THIS PLAT REPRESENTS ALL OF THE CONTIGUOUS LAND WHICH THE SUBDIVIDERS OWN OR HAVE A LEGAL INTEREST IN.

JAMES C. PEYTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4273



ABBREVIATIONS:

1. BL INDICATES BUILDING LINE.
2. CTUE INDICATES CITY OF TOMBALL UTILITY EASEMENT.
3. SSE INDICATES SANITARY SEWER EASEMENT.
4. WLE INDICATES WATER LINE EASEMENT.
5. STM SE INDICATES STORM SEWER EASEMENT.
6. H.C.M.R. INDICATES HARRIS COUNTY MAP RECORDS.
7. H.C.O.P.R.P. INDICATES HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
8. H.C.D.R. INDICATES HARRIS COUNTY DEED RECORDS.

DESCRIPTION OF A 17.3578 ACRES (756,107.29 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, A-70 HARRIS COUNTY, TEXAS

BEING A 17.3578-ACRE (756,107.25 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, A-70, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, SAID 17.3578-ACRE TRACT BEING OUT OF LOT 4 OF THE TOMBALL BUSINESS AND TECHNOLOGY PARK PLAT AS RECORDED UNDER FILM CODE NO. 653006 OF THE HARRIS COUNTY MAP RECORDS, HARRIS COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH THE BASIS OF BEARINGS BEING THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE NO. 4204 (THE COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE BROUGHT TO GRID BY APPLYING THE COMBINED SCALE FACTOR OF 0.999942131):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET IN THE WEST RIGHT-OF-WAY LINE OF HUFSMITH-KOHRVILLE ROAD (RIGHT-OF-WAY VARIES) RECORDED UNDER VOLUME 2549, PAGE 325 OF THE HARRIS COUNTY DEED RECORDS AND IN THE SOUTHWEST CORNER OF UNRESTRICTED RESERVE "A", OF YAM PLAZA, RECORDED UNDER FILM CODE 594151 OF THE HARRIS COUNTY MAP RECORDS, HARRIS COUNTY FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 84 DEG. 40 MIN. 07 SEC. WEST, WITH THE NORTH LINE OF THE SAID UNRESTRICTED RESERVE "A", OF YAM PLAZA, AND A SOUTH LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 386.51 FEET FROM WHICH A FOUND 5/8-INCH IRON ROD WITH CAP BEARS NORTH 50° 01'42" WEST, A DISTANCE OF 0.16 FEET, FOR AN ANGLE POINT OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 61 DEG. 02 MIN. 11 SEC. WEST, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK AND A SOUTH LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 109.72 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE IN A WESTERLY DIRECTION, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 177 DEG. 28 MIN. 29 SEC., A CHORD BEARING N 59 DEG. 46 MIN. 26 SEC. W, A CHORD DISTANCE OF 119.97 FEET AND AN ARC LENGTH OF 185.85 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE IN A WESTERLY DIRECTION, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49 DEG. 40 MIN. 47 SEC., A CHORD BEARING S 56 DEG. 19 MIN. 43 SEC. W, A CHORD DISTANCE OF 21.00 FEET AND AN ARC LENGTH OF 21.68 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR A POINT OF TANGENCY OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 81 DEG. 10 MIN. 07 SEC. WEST, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, A DISTANCE OF 565.44 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR AN ANGLE POINT OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 54 DEG. 56 MIN. 00 SEC. WEST, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, A DISTANCE OF 28.82 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR A POINT IN THE EAST RIGHT-OF-WAY LINE OF SOUTH PERSIMMON STREET (RIGHT-OF-WAY VARIES) RECORDED UNDER FILM CODE NO. 653006, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND THE WEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 08 DEG. 49 MIN. 53 SEC. WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMMONS STREET, AND A WEST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 53.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE IN A NORTHERLY DIRECTION, WITH THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMMONS STREET, AND WITH A WEST LINE OF SAID TRACT HEREIN DESCRIBED, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 20 DEG. 11 MIN. 11 SEC., A CHORD BEARING N 18 DEG. 55 MIN. 28 SEC. W, A CHORD DISTANCE OF 364.52 FEET AND AN ARC LENGTH OF 366.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHERLY-MOST SOUTHEAST OUTBACK CORNER OF THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH PERSIMMON STREET AND THE SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD (80' ROW) AS RECORDED UNDER FILM CODE NO. 653006, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS FOR THE WESTERLY-MOST NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 13 DEG. 50 MIN. 50 SEC. EAST, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID OUTBACK CORNER, WITH THE NORTHWEST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 36.24 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR A WEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 57 DEG. 24 MIN. 03 SEC. EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD, AND A NORTH LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 54.60 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE IN A EASTERLY DIRECTION, WITH A SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD, AND WITH A NORTH LINE OF SAID TRACT HEREIN DESCRIBED, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 24 DEG. 29 MIN. 38 SEC., A CHORD BEARING N 69 DEG. 38 MIN. 51 SEC. E, A CHORD DISTANCE OF 407.28 FEET AND AN ARC LENGTH OF 410.40 FEET TO A 3/4-INCH IRON ROD FOUND FOR A POINT OF TANGENCY OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 81 DEG. 53 MIN. 40 SEC. EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD, AND A NORTH LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 463.44 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE IN AN EASTERLY DIRECTION, WITH A SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD, AND WITH A NORTH LINE OF SAID TRACT HEREIN DESCRIBED, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., A CHORD BEARING N 87 DEG. 28 MIN. 06 SEC. E, A CHORD DISTANCE OF 102.96 FEET AND AN ARC LENGTH OF 103.12 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE IN AN EASTERLY DIRECTION, WITH A SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD, AND WITH A NORTH LINE OF SAID TRACT HEREIN DESCRIBED, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., A CHORD BEARING N 87 DEG. 28 MIN. 06 SEC. E, A CHORD DISTANCE OF 102.96 FEET AND AN ARC LENGTH OF 103.12 FEET TO A 3/4-INCH IRON ROD FOUND FOR A POINT OF TANGENCY OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 81 DEG. 53 MIN. 40 SEC. EAST, WITH A SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD, AND A NORTH LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 172.42 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "CLR" FOUND FOR THE NORTH OUTBACK CORNER OF THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPELL ROAD AND THE WEST RIGHT-OF-WAY LINE OF SAID HUFSMITH-KOHRVILLE ROAD FOR THE NORTHERLY-MOST NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 52 DEG. 26 MIN. 00 SEC. EAST, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID OUTBACK CORNER, WITH THE NORTHEAST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 34.95 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID HUFSMITH-KOHRVILLE ROAD TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE IN AN SOUTHERLY DIRECTION, WITH A WEST RIGHT-OF-WAY LINE OF SAID HUFSMITH-KOHRVILLE ROAD, AND WITH AN EAST LINE OF SAID TRACT HEREIN DESCRIBED, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1950 FEET, A CENTRAL ANGLE OF 08 DEG. 31 MIN. 05 SEC., A CHORD BEARING S 03 DEG. 08 MIN. 32 SEC. E, A CHORD DISTANCE OF 221.71 FEET AND AN ARC LENGTH OF 221.83 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON" FOUND FOR A POINT OF TANGENCY OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 00 DEG. 07 MIN. 01 SEC. WEST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID HUFSMITH-KOHRVILLE ROAD, AND WITH THE EAST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 455.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.3578 ACRES (756,107.25 SQUARE FEET) OF LAND.

DESCRIPTION OF A 7.8185 ACRES (340,575.62 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, A-70 HARRIS COUNTY, TEXAS

BEING A 7.8185-ACRE (340,575.62 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, A-70, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, SAID 7.8185-ACRE TRACT BEING OUT OF LOT 4 OF THE TOMBALL BUSINESS AND TECHNOLOGY PARK PLAT AS RECORDED UNDER FILM CODE NO. 653006 OF THE HARRIS COUNTY MAP RECORDS, HARRIS COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH THE BASIS OF BEARINGS BEING THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE NO. 4204 (THE COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE BROUGHT TO GRID BY APPLYING THE COMBINED SCALE FACTOR OF 0.999942131):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET IN THE NORTH RIGHT-OF-WAY OF HOLDERRIETH ROAD (80' ROW) AND IN THE SOUTHWEST CORNER OF UNRESTRICTED RESERVE "A", OF YAM PLAZA, RECORDED UNDER FILM CODE 594151 OF THE HARRIS COUNTY MAP RECORDS, HARRIS COUNTY FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 81 DEG. 10 MIN. 07 SEC. WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID HOLDERRIETH ROAD, AND WITH THE SOUTH LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 740.14 FEET TO A 3/4-INCH IRON ROD WITH CAP STAMPED "SURVCON" FOUND FOR THE SOUTH OUTBACK CORNER OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID HOLDERRIETH ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PERSIMMON STREET (RIGHT-OF-WAY VARIES) RECORDED UNDER FILM CODE NO. 653006, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS FOR THE SOUTHERLY-MOST SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 53 DEG. 49 MIN. 53 SEC. WEST, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID OUTBACK CORNER, WITH THE SOUTHWEST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET IN THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMON STREET FOR A WEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 08 DEG. 49 MIN. 53 SEC. WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMMONS STREET, AND A WEST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 172.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE IN A NORTHERLY DIRECTION, WITH AN EAST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMMONS STREET, AND WITH A WEST LINE OF SAID TRACT HEREIN DESCRIBED, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 59 SEC., A CHORD BEARING N 14 DEG. 24 MIN. 15 SEC. W, A CHORD DISTANCE OF 102.96 FEET AND AN ARC LENGTH OF 103.12 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE IN A NORTHERLY DIRECTION, WITH AN EAST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMMONS STREET, AND WITH A WEST LINE OF SAID TRACT HEREIN DESCRIBED, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 59 SEC., A CHORD BEARING N 14 DEG. 24 MIN. 15 SEC. W, A CHORD DISTANCE OF 102.97 FEET AND AN ARC LENGTH OF 103.14 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR A POINT OF TANGENCY OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 08 DEG. 49 MIN. 53 SEC. WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH PERSIMMONS STREET, AND A WEST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 69.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 54 DEG. 56 MIN. 00 SEC. EAST, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, A DISTANCE OF 28.82 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR AN ANGLE POINT OF SAID TRACT HEREIN DESCRIBED;

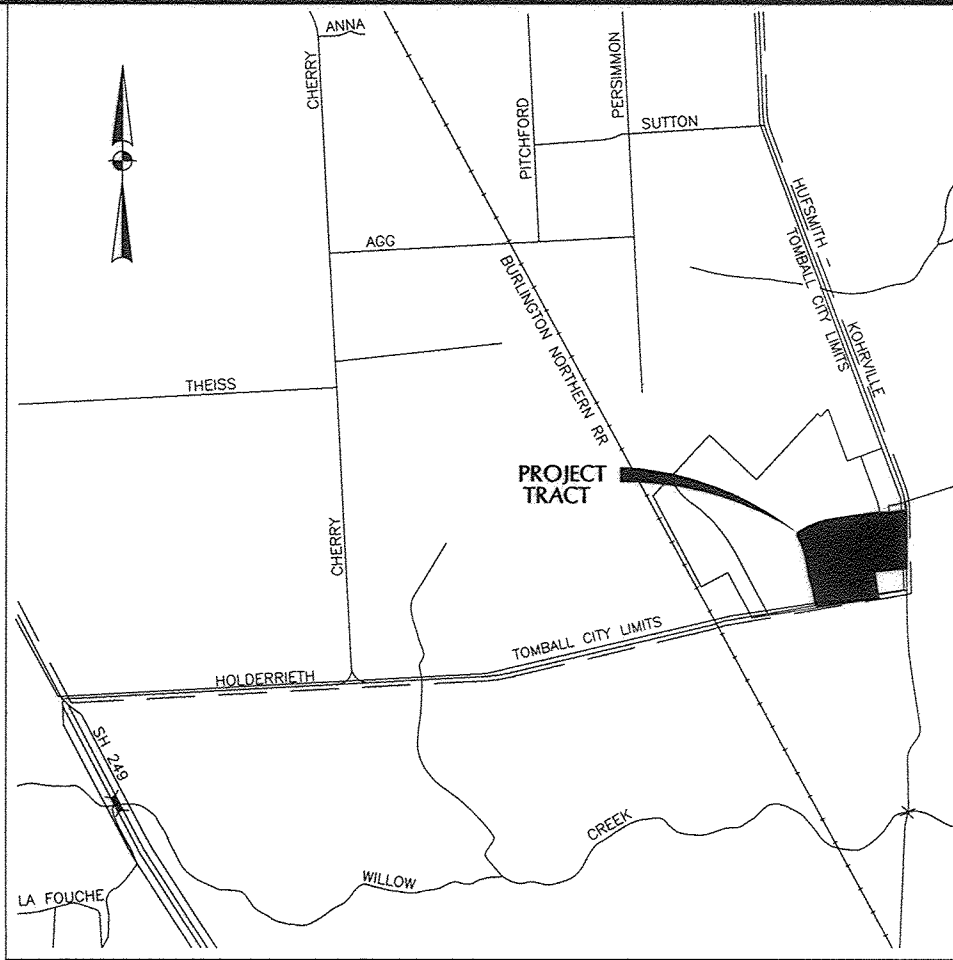
THENCE NORTH 81 DEG. 10 MIN. 07 SEC. EAST, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, A DISTANCE OF 565.44 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE IN AN EASTERLY DIRECTION, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49 DEG. 40 MIN. 47 SEC., A CHORD BEARING S 56 DEG. 19 MIN. 43 SEC. W, A CHORD DISTANCE OF 21.00 FEET AND AN ARC LENGTH OF 21.68 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "WEISSER ENG HOUSTON, TX" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE IN AN EASTERLY DIRECTION, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 177 DEG. 60 MIN. 29 SEC., A CHORD BEARING N 59 DEG. 46 MIN. 26 SEC. W, A CHORD DISTANCE OF 119.97 FEET AND AN ARC LENGTH OF 185.85 FEET TO A 5/8-INCH IRON ROD WITH CAP BEARS NORTH 50° 01'42" WEST, A DISTANCE OF 0.16 FEET, FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 61 DEG. 02 MIN. 11 SEC. EAST, OVER AND ACROSS SAID LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK AND WITH A NORTH LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 109.72 FEET FROM WHICH A FOUND 5/8-INCH IRON ROD WITH CAP BEARS NORTH 50° 01'42" WEST, A DISTANCE OF 0.16 FEET, FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 08 DEG. 49 MIN. 53 SEC. EAST, WITH THE WEST LINE OF THE SAID UNRESTRICTED RESERVE "A", OF YAM PLAZA, AND THE EAST LINE OF SAID TRACT HEREIN DESCRIBED, A DISTANCE OF 315.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.8185 ACRES (340,575.62 SQUARE FEET) OF LAND.



VICINITY MAP
N.T.S.
KEY MAP No. 288-F.O.K & L

FINAL PLAT TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT

A SUBDIVISION OF 25.1764 ACRES (1,096,682.87 SQ.FT.), BEING A REPLAT OF LOT 4 OF TOMBALL BUSINESS AND TECHNOLOGY PARK AS RECORDED IN FILM CODE NO. 653006 OF THE HARRIS COUNTY MAP RECORDS, IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, CITY OF TOMBALL, HARRIS COUNTY, TEXAS

OWNERS:

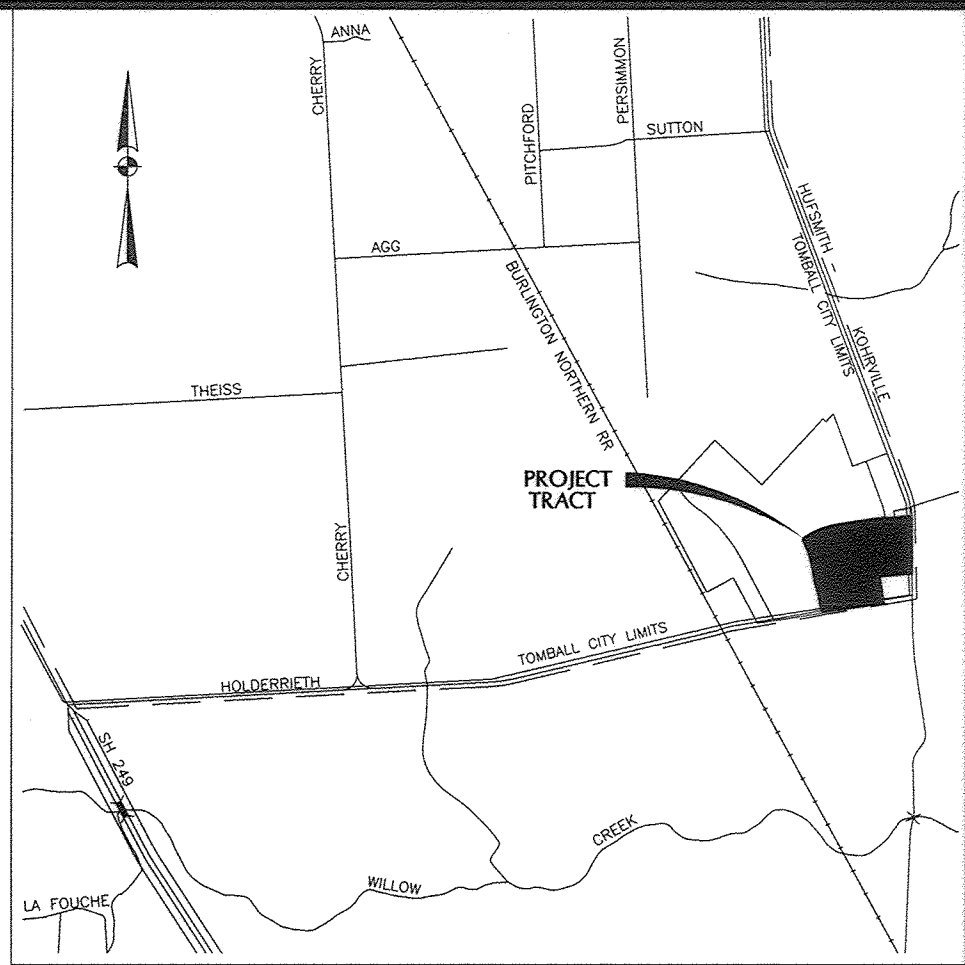
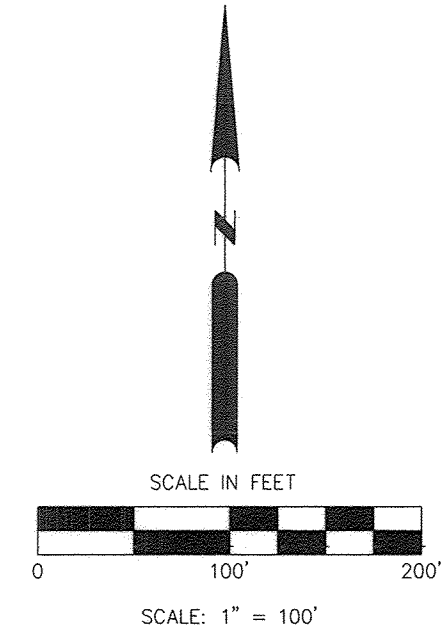
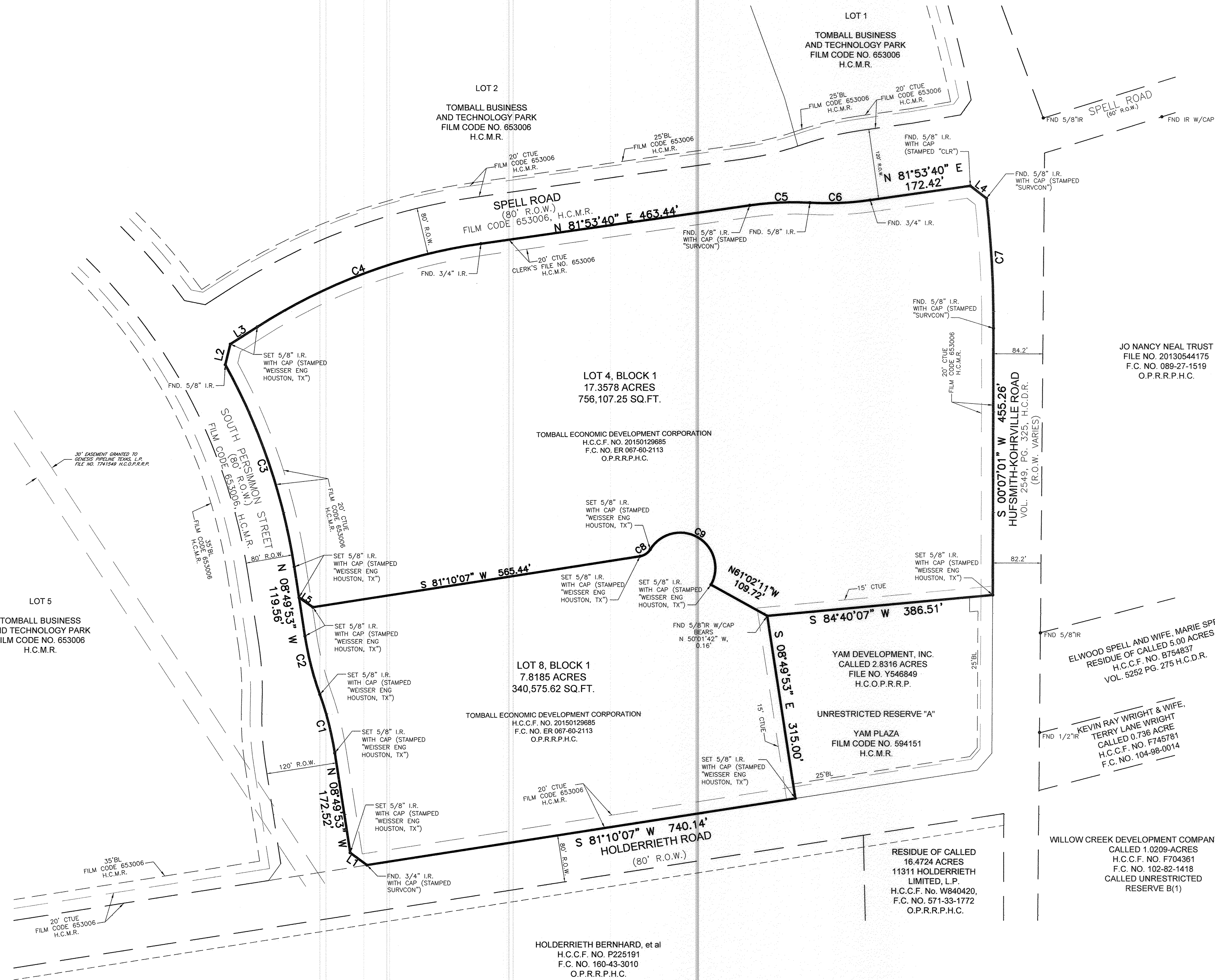
Tomball Economic
Development Corporation
29201 Quinn Road
Tomball TX 77375
281-401-4086

SURVEYOR / ENGINEER:

 **WEISSER
Engineering Co.**

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

2 LOTS
SCALE: 1"=100' MAY, 2015



VICINITY MAP
N.T.S.
KEY MAP NO. 289-S & T

CURVE TABLE					
NO.	ARC	DELTA	RADIUS	CHORD BRG	CHORD DIST
C1	103.12'	11°08'52"	530.00'	N14°24'19"W	102.96'
C2	103.14'	11°08'59"	530.00'	N14°24'15"W	102.97'
C3	366.41'	20°11'11"	1040.00'	N18°55'28"W	364.52'
C4	410.40'	24°29'38"	960.00'	N69°38'51"E	407.28'
C5	103.12'	11°08'52"	530.00'	N87°28'06"E	102.96'
C6	103.12'	11°08'52"	530.00'	N87°28'06"E	102.96'
C7	221.83'	06°31'05"	1950.00'	S03°08'32"E	221.71'
C8	21.68'	49°40'47"	25.00'	S56°19'43"W	21.00'
C9	185.85'	177°28'29"	60.00'	N59°46'26"W	119.97'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N53°49'53"W	35.36'
L2	N13°50'50"E	36.24'
L3	N57°24'03"E	54.60'
L4	S52°26'00"E	34.95'
L5	N54°56'00"W	28.82'

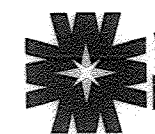
FINAL PLAT TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT

A SUBDIVISION OF 25.1764 ACRES (1,096,682.87 SQ.FT.),
BEING A REPLAT OF LOT 4 OF TOMBALL BUSINESS AND
TECHNOLOGY PARK AS RECORDED IN FILM CODE NO. 653006
OF THE HARRIS COUNTY MAP RECORDS, IN THE ELIZABETH SMITH
SURVEY, ABSTRACT NO. 70, CITY OF TOMBALL, HARRIS
COUNTY, TEXAS

OWNERS:

Tomball Economic
Development Corporation
29201 Quinn Road
Tomball TX 77375
281-401-4086

SURVEYOR / ENGINEER:

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19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Reg. No. 100518-00
TBPE Reg. No. F-68

- ABBREVIATIONS:
1. BL INDICATES BUILDING LINE.
 2. CTUE INDICATES CITY OF TOMBALL UTILITY EASEMENT.
 3. SSE INDICATES SANITARY SEWER EASEMENT.
 4. WLE INDICATES WATER LINE EASEMENT.
 5. STM SE INDICATES STORM SEWER EASEMENT.
 6. H.C.M.R. INDICATES HARRIS COUNTY MAP RECORDS.
 7. H.C.O.P.R.R.P. INDICATES HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
 8. H.C.D.R. INDICATES HARRIS COUNTY DEED RECORDS.

2 LOTS
SCALE: 1"=100' MAY, 2015