NOTICE OF REGULAR COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, August 15, 2022
6:00 PM

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, August 15, 2022 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR AUGUST 15, 2022, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375 VIA PHYSICAL ATTENANCE AND ZOOM. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38

A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location**): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 846 9120 2606, Passcode: 327116.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

B. Invocation - Led by Pastor James Clark - First Baptist Church

C. Pledges to U.S. and Texas Flags

D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

E. Reports and Announcements

1. Announcements

I. **Tomball City Pool – *2022 Swim Season*** - Jerry Matheson Park Pool: ***End of Season*** hours will be: Noon–8 p.m. on August 20-21, August 27-28, and September 3-4; on September 5, the pool will be open 10 a. m.–6 p.m. to close out the Swim Season.

The pool will be closed every Monday during swim season 2022, except Labor Day (September 5).

II. September 9 thru September 11, 2022 – ***"9-11 21st Anniversary Remembrance";*** an event to remember the events of **9-11 -** at the Depot

III. September 10, 2022 – **2nd Saturday at the Community Center**

IV. September 17, 2022 – ***GroovFest 2022* –** 11:00 a.m. – 6:00 p.m. at the Depot

V. September 24, 2022 – ***Fiesta de Tomball* –** 11:00 a.m. – 6:00 p.m. at the Depot

VI. October 4, 2022 – **12th Annual Economic Outlook Luncheon**, sponsored by the Tomball Economic Development Corporation, at LSC – Tomball – Beckendorf Conference Center, 30555 Tomball Parkway, from 10:00 a.m.-12:00 p.m.

VII. October 4, 2022 – ***National Night Out*** at the Depot

VIII. October 8, 2022 – **2nd Saturday at the Depot**

IX. October 15, 2022 – ***The Big Show,*** hosted by the Tomball Rotary at the Depot

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

I. Sasha Smith – Report on the Success of the **2022 *Tomball Kid's Club***

F. Approval of Minutes

1. Approve the Minutes of the August 1, 2022 Special Tomball City Council Meeting and the August 1, 2022 Regular Tomball City Council Meeting

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2022-16, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Allow an "Accessory Residence" within the General Retail (GR) Zoning District at 817 East Main Street; said Property being approximately 0.78 Acres, being a Portion of the Jesse Pruitt Survey, Abstract Number 629 (Legally described in Exhibit "A). Located within the 700-800 Blocks of East Main Street (North Side); Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed $2,000 for Violations Hereof; and Providing for Severability

2. Adopt, on Second Reading, Ordinance No. 2022-17, an ordinance of the City of Tomball, Texas, authorizing the abandonment of public right-of-way dedicated to Welty Street. Being a segment of the 30-foot-wide public right-of-way extending approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

3. Adopt, on Second Reading, Ordinance No. 2022-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2022 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

H. New Business

1. Approve the Tomball Economic Development Corporation (TEDC) Fiscal Year 2022-2023 Budget

2. Approve, on First Reading, Resolution No. 2022-37-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation’s Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Clearhope Counseling & Wellness Center, LP, to make direct incentives to, or expenditures for, rental assistance for new or expanded enterprise

to be located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $6,875.00.

3. Approve, on First Reading, Resolution No. 2022-38-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Della Casa Pasta LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded enterprise to be located at 1599 Hicks St. Suite 2, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $6,520.00.

4. Receive Petition and Grant Consent to the Acquisition of Road Powers by Harris County MUD No. 273 to Facilitate the Construction of Roads within the Boundaries of the District

5. Conduct Public Hearing of the City Council of the City of Tomball to consider the advisability of the creation of Public Improvement District to make certain improvements over certain property located within the City (Proposed Public Improvement District 14, Seven Oaks).

6. Approve Resolution No. 2022-27, a Resolution of the City Council of the City of Tomball, Texas authorizing and creating the Seven Oaks Public Improvement District in the City of Tomball, Harris County, Texas, in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters, and Providing an Effective Date.

7. Approve Resolution Number 2022-35, a Resolution of the City Council of the City of Tomball, Texas approving a Development Agreement relating to the Seven Oaks Public Improvement District (PID 14)

8. Approve Professional Services Agreement for expenses incurred relating to the Seven Oaks Public Improvement District (PID 14), and authorize the City Manager to execute

9. Conduct Public Hearing of the City Council of the City of Tomball to consider Proposed Assessments against Pine Trails in the City of Tomball, Public Improvement District Number Thirteen (TPID 13), established by City Council Resolution No. 2021-25

10. Adopt, on First Reading, Ordinance No. 2022-27, an Ordinance of the City Council of Tomball, Texas, approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision

11. Adopt, on First Reading, Ordinance Number 2022-28, an Ordinance of the City Council of Tomball, Texas, Levying the Assessment against properties within the City of Tomball Public Improvement District Thirteen (PID 13), Pine Trails Subdivision

12. Approve Resolution No. 2022-34, a Resolution of the City of Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Raburn Reserve Public Improvement District; Setting a Date for the Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto

13. Consideration to Approve Zoning Case P22-222: Request from DeLisa Kik to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Addition from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located at 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on **Zoning Case P22-222**

- Adopt, on First Reading, Ordinance No. 2022-19, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Addition from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located at 201 Holderrieth Boulevard, 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

14. Consideration to Approve Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas

- Conduct Public Hearing on **Zoning Case P22-226**

- Adopt, on First Reading, Ordinance No. 2022-20, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters

15. Consideration to Approve Zoning Case P22-266: Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

- Conduct Public Hearing on **Zoning Case P22-266**

- Adopt, on First Reading, Ordinance No. 2022-25, an ordinance of the City of Tomball, Texas, amending Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

16. Consideration to Approve Zoning Case P22-268: Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval)* of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

- Conduct Public Hearing on **Zoning Case P22-268**

- Adopt, on First Reading, Ordinance No. 2022-23, an ordinance of the City of Tomball, Texas, amending Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval)* of the Tomball Code of Ordinances by revising the plat review application submission deadline(s)

17. Conduct Public Hearing for the following Zoning Case:

- Zoning Case P22-267: Request by the City of Tomball to amend Section(s) 40-65 (Streets; specific standards) of the Tomball Code of

Ordinance by adding/revising the right-of-way widths for roadway classifications.

18. Conduct Public Hearing for the following Zoning Case:

- Zoning Case P22-269: Request by the City of Tomball to amend Chapter 40, Article III (Subdivision Design Standards) of the Tomball Code of Ordinance by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

19. Conduct Public Hearing for the following Zoning Case:

- Zoning Case P22-270: Request by the City of Tomball to amend Section 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

20. Receipt of the Certified Estimate, Tax Assessor-Collector Certification of Collection Rate, and Tax Rate Calculations and Approve Resolution No. 2022-39, a Resolution of the City of Tomball, Texas, Acknowledging Receipt of the 2022 Certified Estimated Taxable Value, the 2022 Certification of Estimated Collection Rate from the Harris County Tax Assessor-Collector, and the 2022 Tax Rate Calculation Worksheet as Calculated by the Harris County Tax Assessor-Collector based on the Certified Estimated Taxable Value and Related Information; and Containing Related Provisions

21. Discussion and Possible Action to Approve Possible Amendments to Administrative Policy No. 2, entitled *"Special Events & Fireworks Events"*

22. Authorize the City Manager to execute a purchase order with Impact Promotional Services, d.b.a Got You Covered Workwear and Uniforms for public safety uniforms through the BuyBoard Cooperative Purchasing Network Contract #670-22 in the not to exceed amount of $115,000, and approving the associated expenditure of funds.

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

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

- Sec. 551.076 – Deliberation regarding Security Devices

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of August 2022 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

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

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

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Tomball City Pool – *2022 Swim Season* - Jerry Matheson Park Pool: ***End of Season*** hours will be: Noon–8 p.m. on August 20-21, August 27-28, and September 3-4; on September 5, the pool will be open 10 a. m.–6 p.m. to close out the Swim Season.

The pool will be closed every Monday during swim season 2022, except Labor Day (September 5).

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Doris Speer 6-13-2022 Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

September 9 thru September 11, 2022 – ***"9-11 21st Anniversary Remembrance";*** an event to remember the events of **9-11 -** at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Doris Speer 6-29-2022 Approved by

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

September 10, 2022 – **2nd Saturday at the Community Center**

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed Doris Speer 7-27-2022 Approved by _____
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

September 17, 2022 – ***GroovFest 2022 –*** 11:00 a.m. – 6:00 p.m. at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed Doris Speer 6-29-2022 Approved by
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

September 24, 2022 – ***Fiesta de Tomball –*** 11:00 a.m. – 6:00 p.m. at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed Doris Speer 6-29-2022 Approved by
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

October 4, 2022 – **12th Annual Economic Outlook Luncheon**, sponsored by the Tomball Economic Development Corporation, at LSC – Tomball – Beckendorf Conference Center, 30555 Tomball Parkway, from 10:00 a.m.-12:00 p.m.

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Doris Speer 6-29-2022 Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

October 4, 2022 – ***National Night Out*** at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed Doris Speer 8-9-2022 Approved by _____
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

October 8, 2022 – **2nd Saturday at the Depot**

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed Doris Speer 6-13-2022 Approved by
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

October 15, 2022 – ***The Big Show,*** hosted by the Tomball Rotary at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed Doris Speer 6-29-2022 Approved by _____
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Sasha Smith – Report on the Success of the **2022** ***Tomball Kid's Club***

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Doris Speer 8-9-2022 Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 18, 2022

Topic:

Approve the Minutes of the August 1, 2022 Special Tomball City Council Meeting and the August 1, 2022 Regular Tomball City Council Meeting

Background:

Origination: City Secetary

Recommendation:

Approve

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Doris Speer 8-9-2022 Approved by

Staff Member Date City Manager Date

MINUTES OF SPECIAL COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, August 1, 2022
4:00 PM

The Tomball City Council conducted the meeting scheduled for Monday, August 1, 2022 at 4:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, via physical attendance and video participation/access.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 4:00 p.m.

PRESENT
Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 4 Derek Townsend, Sr. (via video)
Council 5 Randy Parr

OTHERS PRESENT (CITY):
City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
Director of Community Development – Nathan Dietrich
Finance Director – Katherine Tapscott
Fire Chief – Joe Sykora
IT Manager – Doug Tippey
Director of Public Works – Drew Huffman
Interim HR Director – Mary Jo Vargas
Marketing Manager – Sasha Smith (via video)
Assistant City Secretary – Tracylynn Garcia
Police Captain-Patrol – Brandon Patin
Project Manager - Meagan Mageo
Budget Analyst – Kristin Kelly
Assistant Fire Chief – Jeff Cook

B. No Public Comments were received.

C. Workshop Session

1. Tomball City Council entered into a Workshop Session to consider the Proposed Fiscal Year 2022-2023 Budget

D. Motion made by Council 2 Stoll, Seconded by Council 5 Parr, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Meeting adjourned at 5:03 p.m.

PASSED AND APPROVED this the 15th day of August 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

MINUTES OF REGULAR COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, August 1, 2022
6:00 PM

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for August 1, 2022, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

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

PRESENT
Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 4 Derek Townsend, Sr. (via video, verified)
Council 5 Randy Parr

OTHERS PRESENT (CITY):
City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Community Development – Nathan Dietrich
Finance Director – Katherine Tapscott
Police Chief – Jeff Bert
Fire Chief – Joe Sykora
Director of Public Works – Drew Huffman
Interim HR Director – Mary Jo Vargas
Marketing Manager – Sasha Smith (via video)
Assistant City Secretary – Tracylynn Garcia
IT Sr. Specialist – Ben Lato
Police Captain-Patrol – Brandon Patin
Police Captain-Investigations – Ricky Doerre
Police Officer-Investigations – James Harral
Fire Lieutenant – Matt Capozzelli
Utilities Superintendent – Will Goff
Community Center Manager - Rosalie Dillon
Project Manager - Meagan Mageo
Assistant Fire Chief – Jeff Cook
Executive Director-TEDC – Kelly Violette (via video)

B. Invocation – Led by Pastor Adam McIntosh - St. David's Church

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

D. The following public comments were received:

Ellen Warren 206-1 Moore St Tomball, Texas 77375	-	Expressed concerns regarding activities occurring at 600 Maple; arrest(s) on July 30

E. Presentations

1. Amanda Kelly, Market Manager, Tomball Farmers Market, presented a check in the amount of $480.00 to the Holiday Heroes (Fire and Police Departments) from the dunking booth activities on Father's Day at the Market.

2. Chief Bert recognized TPD Officers Bryce Smith, Derek Townsend, Erin McNeil, and James O'Malley, who were awarded seven (7) awards from Mothers Against Drunk Driving (MADD).

3. Sally Fisher presented a memory/shadow box to Mayor Klein Quinn.

4. Mayor Klein Quinn announced that Walmart-Tomball's fundraising event for the Christian Children's Network, a pie-throwing contest, was a complete success. Walmart-Tomball came in First Place in their 8-store area and doubled their fundraising goal.

F. Reports and Announcements

1. Announcements
   - I. **Tomball City Pool – *2022 Swim Season*** - Jerry Matheson Park Pool will be open from 10 a.m.–6 p.m., Tuesday through Friday and Noon–8 p.m. on Saturday and Sunday through August 14.
     End of Season hours will be: Noon–8 p.m. on August 20-21, August 27-28, and September 3-4; on September 5, the pool will be open 10 a. m.–6 p.m. to close out the Swim Season.
     The pool will be closed every Monday during swim season 2022, except Labor Day (September 5).
   - II. ***TOMBALL KID'S CLUB*** – ***Activities:*** August 2, 4, 9, and 11 from 10:00 a.m. to 12:00 p.m., at the **Juergens Park Pavilion**.
   - III. August 5, 2022 – **50th Annual Tomball Night, Parade of Lights, and Health & Wellness Expo**
   - IV. August 13, 2022 – **2nd Saturday at the Depot**

V. September 9-10, 2022 – ***"9-11 21st Anniversary Remembrance";*** an event to remember the events of **9-11 -** at the Depot
VI. September 10, 2022 – **2nd Saturday at the Depot**
VII. September 17, 2022 – ***GroovFest 2022 –*** 11:00 a.m. – 6:00 p.m. at the Depot
VIII. September 24, 2022 – ***Fiesta de Tomball –*** 11:00 a.m. – 6:00 p.m. at the Depot

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

G. Approval of Minutes

1. Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to approve the Minutes of the following Meetings;

- July 14, 2022 Special Tomball City Council Meeting
- July 15, 2022 Special Tomball City Council Meeting
- July 18, 2022 Special Tomball City Council Meeting
- July 18, 2022 Regular Tomball City Council Meeting

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

H. Old Business

1. *June 20, 2022 Actions: Motion made by Council 2 Stoll, Seconded by Council 5 Parr, to read Ordinance No. 2022-13 by Caption only on First Reading, which carried unanimously.*

June 20, 2022 Actions: Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to adopt, on First Reading, Ordinance No. 2022-13, 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 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, 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, was superseded by motion made by Council 4 Townsend, Sr., to amend his motion to table

consideration of Ordinance No. 2022-13 until next meeting, which carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 5 Parr, to **Remove from Table** for Consideration to Adopt, on First Reading, Ordinance No. 2022-13, 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 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion to REMOVE FROM TABLE carried unanimously.

Motion to AMEND made by Council 2 Stoll, second by Council 3 Dunagin, to adopt, on First Reading, Ordinance No. 2022-13, 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 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, 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, changing the zoning classification to **General Retail (GR)**

Motion to AMEND made by Council 2 Stoll, second by Council 3 Dunagin, to adopt, on First Reading, Ordinance No. 2022-13, 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 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, 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, changing the zoning classification to **Office (O).**

Applicant/Developer, Ryan Wasaff, Welcome Realty Group, spoke regarding their desire to receive Council approval for a zoning change to Commercial (C).

Jacquelyn Marshall 16007 Stablepoint Lane Cypress, TX 77429	-	As property owner of the portion of land on Medical Complex, under contract with the Welcome Realty Group, spoke regarding her desire for the property to receive zoning as Commercial, due to the excessive number of pipelines crossing her property.

Council 2 Stoll withdrew his Motion to AMEND, changing the zoning classification to General Retail (R).

Council 2 Stoll withdrew his Motion to AMEND, changing the zoning classification to Office (O).

Original Motion STANDS for change of zoning to Commercial (C) District:

Vote on original Motion, made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adopt, on First Reading, Ordinance No. 2022-13, 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 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the **Commercial (C) District.** The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters

Voting NAY: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr.

Motion to change zoning to Commercial (C) District FAILS unanimously.

I. New Business

1. Motion made by Council 3 Dunagin, Seconded by Council 2 Stoll, to read Ordinance No. 2022-16 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr, to adopt, on First Reading, Ordinance No. 2022-16, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Allow an "Accessory Residence" within the General Retail (GR) Zoning District at 817 East Main Street; said Property being approximately 0.78 Acres, being a Portion of the Jesse Pruitt Survey, Abstract Number 629 (Legally described in Exhibit "A). Located within the 700-800 Blocks of East Main Street (North Side); Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed $2,000 for Violations Hereof; and Providing for Severability

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

2. Consideration to Approve Right-of-Way Abandonment Case P22-265: Request from Habitat for Humanity – Northwest Harris County Inc. represented by Erik Armstrong to abandon a segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street. Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, within the City of Tomball, Harris County, Texas.

   a. Mayor Klein Quinn opened the Public Hearing on Zoning Case P22-265 at 7:28 p.m.

      Receiving no public comments, Mayor Klein Quinn closed the Public Hearing at 7:29 p.m.

   b. Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to read Ordinance No. 2022-17 by caption only on First Reading.

      Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

      Motion carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to adopt, on First Reading, Ordinance No. 2022-17, an ordinance of the City of Tomball, Texas, authorizing the abandonment of public right-of-way dedicated to Welty Street. Being a segment of the 30-foot-wide public right-of-way extending approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve "A" in the Final Plat of The Episcopal Church of The Good Shepherd, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

3. Motion made by Council 1 Ford, Seconded by Council 5 Parr, to read Ordinance No. 2022-26 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr
Voting Nay: Council 2 Stoll

Motion carried, 4 votes Aye, 1 vote Nay.

Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to adopt, on First Reading, Ordinance No. 2022-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2022 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10)

Voting Yea: Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr
Voting Nay: Council 2 Stoll

Motion carried, 4 votes Aye, 1 vote Nay.

4. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to approve Resolution No. 2022-29, a Resolution of the City of Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District; Setting a Date for the Public Hearing on the Proposed Levy of Assessments; Authorizing

the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto; date of the public hearing will be September 6, 2022.

Voting Yea: Council 1 Ford, Council 4 Townsend, Sr., Council 5 Parr
Voting Nay: Council 2 Stoll, Council 3 Dunagin

Motion carried, 3 votes Aye, 2 votes Nay.

5. Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to award contract for Bid No. 2022-08 for the S. Persimmon asphalt overlay to Hayden Paving, Inc. for a total amount of $171,440.00.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

6. Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to award contract for Bid No. 2022-07 for the replacement of Slide Gate at the North and South Wastewater Treatment Plants to Hassell Construction Group, LLC. for a total amount of $158,000.00.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

7. Motion made by Council 3 Dunagin, Seconded by Council 2 Stoll, to approve a contract amendment to a professional services agreement with Freese & Nichols, Inc. for on-call GIS, planning, and engineering services for an amount of $100,000 (contract total not to exceed amount of $145,000).

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

8. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to approve a professional services agreement for construction management and inspection support services with Freese and Nichols, Inc. for a total not-to-exceed amount of $50,000.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

9. Motion made by Council 1 Ford, second by Council 2 Stoll, to approve the grant from K-9 for Cops to receive a male canine for narcotics and criminal apprehension.

   Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

   Motion carried unanimously.

10. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve Interlocal Agreement between the City of Tomball and Tomball Independent School District (TISD), Affording the Tomball Police Department the Ability to Assign Twelve (12) Law Enforcement Officers in Academic Calendar Year 2022-23, thirteen (13) Law Enforcement Officers as SROs in Academic Calendar Year 2023-2024, and fifteen (15) Law Enforcement Officers in Academic Calendar Year 2024-2025 to TISD Campuses

    Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

    Motion carried unanimously.

11. Motion made by Council 2 Stoll, Seconded by Council 5 Parr, to approve Administrative Policy Number 2, Special Events & Fireworks Events.

    Motion to Amend made by Council 2 Stoll, second by Council 4 Townsend, Sr., to allow sparklers as long as conditions are allowed by KBDI, i.e., drought conditions, as defined by the Fire Chief, Joe Sykora.

    Voting Yea: Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr.
    Voting Nay: Council 1 Ford, Council 5 Parr

    Motion to approve Council 2 Stoll's motion to Amend carried 3 votes Aye, 2 votes Nay.

    Motion as AMENDED:
    Voting Yea: Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr.
    Voting Nay: Council 1 Ford, Council 5 Parr

    Motion, as AMENDED, carried 3 votes Aye, 2 votes Nay.

12. Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin, to receive Petition and Grant Consent to the Acquisition of Road Powers by Harris County MUD No. 273 to Facilitate the Construction of Roads within the Boundaries of the District (Grand Parkway Town Center).

    Voting Yea: Council 3 Dunagin, Council 5 Parr
    Voting Nay: Council 1 Ford, Council 2 Stoll, Council 4 Townsend, Sr.

    Motion FAILED, 2 votes Aye, 3 votes Nay.

13. Mayor Klein Quinn advised that consideration of recommended changes to applications for the Board & Commissions and the Tourism Advisory Committee would be withdrawn from the agenda and considered at a future date.

    No action necessary.

J. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 15th day of August 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Adopt, on Second Reading, Ordinance No. 2022-16, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Allow an "Accessory Residence" within the General Retail (GR) Zoning District at 817 East Main Street; said Property being approximately 0.78 Acres, being a Portion of the Jesse Pruitt Survey, Abstract Number 629 (Legally described in Exhibit "A). Located within the 700-800 Blocks of East Main Street (North Side); Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed $2,000 for Violations Hereof; and Providing for Severability

Background:

The public hearing was held on July 18, 2022, as posted.

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (2-1)

Origination: Michael Seitz

Recommendation:

Adopt Ordinance No. 2022-16 on Second Reading.

Party(ies) responsible for placing this item on agenda: Jared Smith, City Planner

FUNDING (IF APPLICABLE)

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

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

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

Signed Jared Smith _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO ALLOW AN "ACCESSORY RESIDENCE" WITHIN THE GENERAL RETAIL (GR) ZONING DISTRICT AT 817 EAST MAIN STREET; SAID PROPERTY BEING APPROXIMATELY 0.78 ACRES, BEING A PORTION OF THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 629 (LEGALLY DESCRIBED IN EXHIBIT "A"). LOCATED WITHIN THE 700-800 BLOCKS OF EAST MAIN STREET (NORTH SIDE); CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * *

Whereas, Michael Seitz requested a CUP to allow an "accessory residence" on approximately 0.78 acres of land legally described as being a portion of the Jesse Pruitt Survey, Abstract Number 629, generally located within the 700-800 blocks of East Main Street (north side), in the City of Tomball, Harris County, Texas, (the "Property"), and

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

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

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

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

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

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

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

Section 2. A CUP to allow an "accessory residence" at the Property and subject to the terms and conditions set forth below is hereby granted to Michael Seitz.

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

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

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

Section 6. The CUP is subject to the following additional limitations, restrictions and conditions:

1) The site shall be developed and operated in substantial compliance with Exhibit "B";
2) All outdoor storage of equipment and material must be screened from residential zoning districts and street right-of-ways by an opaque fence and/or wall with a minimum height of six feet. Said screening may be made of wood, metal, vegetation, or a combination thereof.
3) Accessory residence must remain subordinate to the principal land use and shall be no greater than 25% of the square footage for the existing principal building.
4) Accessory residence shall be limited to no more than one (1) story in height.

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF AUGUST 2022.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DUNAGIN	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN PARR	AYE

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

EXHIBIT "A"
Legal Description

A tract or parcel of land containing 0.776 of an acre, more or less, located in the Jesse Pruitt Survey, Abstract Number 629, in HARRIS County, Texas, being out of and a portion of the T. L. Jones' 28.5038 acres of land, and being the same tract of land described by deed from Volney Hutchins to Thomas L. Jones, et ux., dated January 19, 1942, recorded in Volume 1233, Page 482 of the Deed Records of HARRIS County, Texas, the said 0.776 acre tract being more particularly described by metes and bounds as follows:

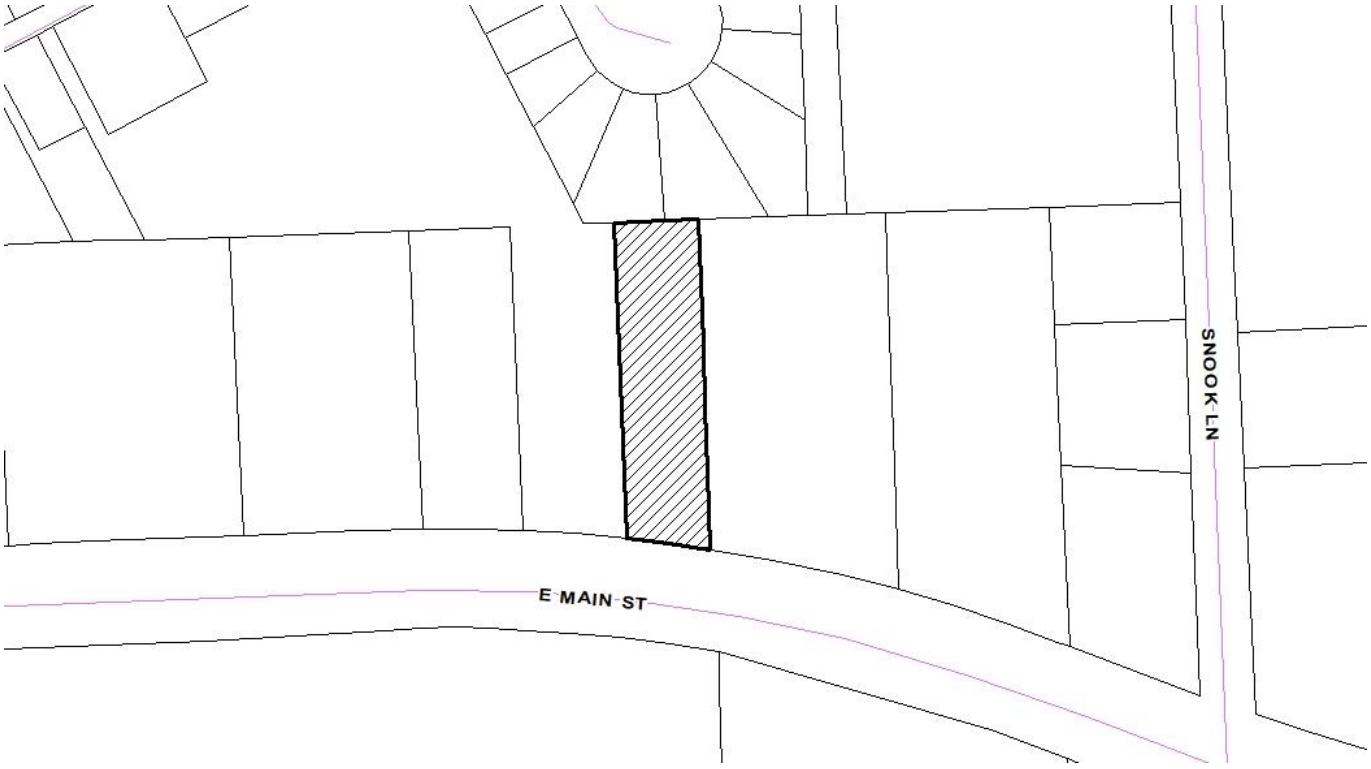
BEGINNING at a 5/8-inch iron rod marking the northeast corner of said 28.5038 acre tract, same being located 594.7 feet west of the southeast corner of the Ralph Hubbard Survey, and same being located in the most southerly north line of the Jesse Pruitt Survey;

THENCE South, a distance of 367.49 feet to a 5/8-inch iron rod located in the north right-of-way line of Waller-Tomball Road, and being the east line of this tract;

THENCE Westerly, a distance of 96.15 feet, along a curve in the said road, to a 5/8-inch iron rod, said curve having an angle of 22 degrees, a distance of 52 feet, a deflection of 3 degrees, and a radius of 1909.86 feet;

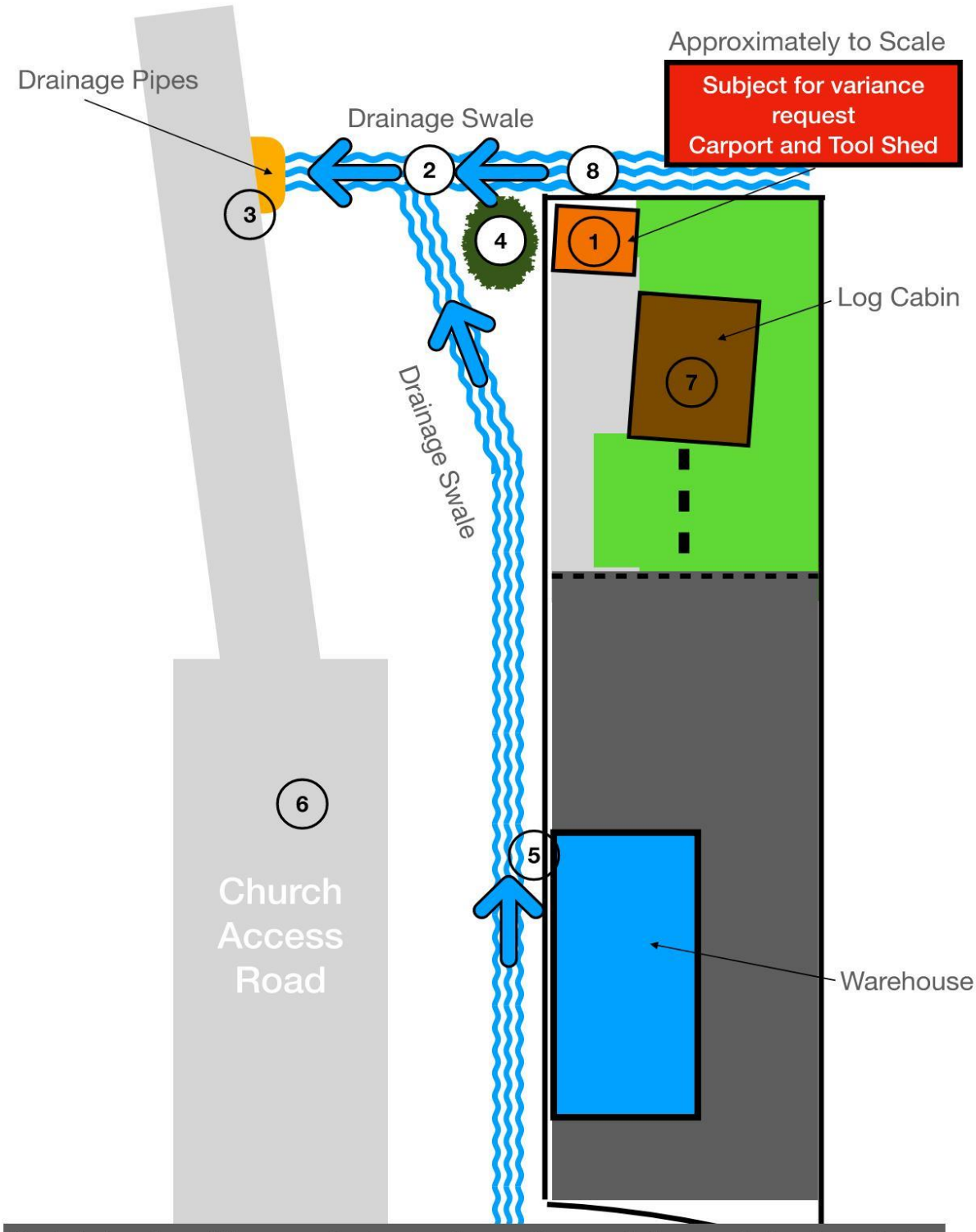
THENCE North, along a line parallel and 95.0 feet West of the east line of this tract, a distance of 351.15 feet to a 5/8-inch iron rod set in the north line of the said 28.0538 acre tract;

THENCE East, a distance of 95.00 feet to the PLACE OF BEGINNING and containing 0.776 of an acre of land, more or less.



Location: 700-800 blocks of E Main Street (817 E. Main Street)

Exhibit "B"
Concept Plan



Scaled plan view of the property showing the positions and placement of various photos following. Please refer to corresponding numbers in photos.

Notice of Public Hearing

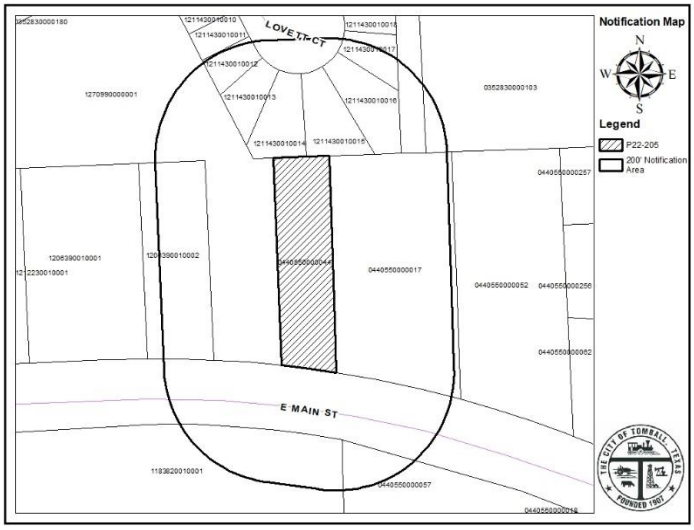
YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P22-205

APPLICANT/OWNER: Michael Seitz

LOCATION: Located at 817 E. Main Street, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Conditional Use Permit to allow residential use within General Retail (GR) zoning. The property is legally described as approximately 0.78 acres, being a portion of the Jesse Pruitt Survey, Abstract Number 629.



CONTACT: Jared Smith, City Planner
PHONE: (281) 290-1491
E-MAIL: jasmith@tomballtx.gov

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

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

Planning & Zoning Commission
Public Hearing:
Monday, July 11, 2022 6:00 PM

City Council Public Hearing:
***Monday, July 18, 2022 6:00 PM**

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

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

Public Comment Form

(Please type or use black ink)

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

Please return to:
City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name: _____
(please print)
Address: _____

_____

Signature: _____

Date: _____

_____ I am **FOR** the requested Conditional Use Permit as explained on the attached public notice for **Zoning Case P22-205. (Please state reasons below)**

_____ I am **AGAINST** the requested Conditional Use Permit as explained on the attached public notice for **Zoning Case P22-205. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:
Monday, July 11, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:
Monday, July 18, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

_____

_____

_____

_____

_____

You may also comment via email to jasmith@tomballtx.gov.
Please reference the case number in the subject line.
For questions regarding this request please call Jared Smith @ 281-290-1491.

Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: July 11, 2022
City Council Public Hearing Date: July 18, 2022

Rezoning Case:	P22-205
Property Owner(s):	Michael Seitz
Applicant(s):	Michael Seitz
Legal Description:	0.78 acres out of the Jesse Pruitt Survey, Abstract Number 629
Location:	817 E. Main Street (Exhibit "A")
Area:	0.78 acres
Comp Plan Designation:	Neighborhood Commercial (Exhibit "B")
Present Zoning and Use:	General Retail (GR) / legally nonconforming residence, and tool/machinery rental facility (Exhibit "D")
Proposed Use(s):	*Single Family Residential* (Exhibit "D")
Request:	Conditional Use Permit (CUP) to bring the existing residence into legal conformity.

Adjacent Zoning & Land Uses:

North: Single-Family 6 / Single-family residences

South: Planned Development (PD#7) / School

West: General Retail / Private Drive & Office

East: General Retail / Vacant Building

BACKGROUND

The subject property has been located within the city limits since at least 1978. The existing warehouse that is located on the property appears in aerial imagery as early as 1978. Prior to the current occupant, this warehouse was most recently occupied by a manufacturing use (Strackbein Machine Company). Sometime between 1995 and 2006 a log cabin was placed in the rear of the subject property and occupied as a residence. These manufacturing and residential land uses became legally non-conforming when the City of Tomball adopted zoning in 2008. In 2021, the current owner purchased the property to operate a tool & machinery rental company with the intention of occupying the existing log cabin as a residence.

Per Section 50-31(a.2) in the City of Tomball's code of ordinance, "a nonconforming use of a building may be changed to another nonconforming use of the same or more restrictive zoning classification, provided no structural alterations are made. In the event that a nonconforming use of a building is changed to a nonconforming use of a higher or more restrictive zoning

classification, it shall not later be reverted to use in the former or less restrictive zoning classification." City staff believes that the changing of the existing warehouse building use from manufacturing to tool & machinery rental meets the intent and criteria of Section 50-31 by changing one legally nonconforming use to a nonconforming use of less intensity. However, the applicant is only seeking a Conditional Use Permit to bring the residential log cabin into legal conformity to lawfully allow additions/alterations to the existing cabin, as well as to be allowed the ability to construct residential accessory structure(s) (i.e. carport, storage building, and patio covers).

This year (2022) the owner of the property constructed a carport, patio cover, and placed a freight container as accessory structures to this residence without obtaining building permits. These new accessory structures do not meet the required building setback standards, and will ultimately require variance approvals by the Board of Adjustments in order to remain. The Board of Adjustments is not authorized to grant variances to expand legal non-conforming uses, and thus the applicant is seeking to obtain legally conforming status for the residence with the requested CUP in order to apply for variance approvals for these structures. The information pertaining to these variances is to provide background to the request and should not have any bearing on the requested CUP.

ANALYSIS

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

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

   The property is designated as Neighborhood Commercial by the Comprehensive Plan Future Land Use Map. This category is intended for "commercial uses that are developed with the appropriate context, scale and design to compliment residential development". Appropriate land uses include "restaurants, retail, professional services, clinics, and offices" and compatible zoning districts include Office, General Retail, and Planned Developments. The request is to bring the legally nonconforming residential use into legal conformity, although this land use is not specifically defined in the intent of the Neighborhood Residential land use category it is an existing use that has occupied the property since the 1990s. Further, the city staff believes that allowing this use to lawfully occupy the site would not be detrimental to surrounding properties.

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

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

The property has been zoned General Retail, since the inception of zoning in 2008. Surrounding properties are zoned Single-Family 6 to the north, General Retail to the east and west, and Planned Development (PD#4) located on the south side of East Main Street. According to Section 50-76 (General Retail District), the "General Retail District is established to provide areas for local neighborhood shopping and service facilities". This would suggest that such zoning districts should be located in close proximity to neighborhoods and residential land uses. Therefore, the allowance of accessory residential land use in this zoning classification would appear consistent with this intent.

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

   No, because this cabin predates current zoning standards it does not appear to meet the minimum 60-foot rear building setback ordinarily applicable where General Retail backs up to residential zoning districts. Furthermore, as previously stated within the "Background" section of this report, new residential accessory structures have been erected on the site which do not meet the required building setback standards. These structures will ultimately require variance approvals by the Board of Adjustments in order to remain.

   Should the CUP application be approved by City Council, and necessary variances granted by the Board of Adjustments the applicant will be required to submit site and building plan applications and supporting documents to the City of Tomball for review and approval illustrating any additions/alterations to the existing cabin and/or construction/placement of accessory structures.

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

   The residential use of the existing log cabin on this subject site predates current zoning ordinances, and is a legally non-conforming use at this time. City staff believes that the continued use of this log cabin for residential purposes would not adversely impact the character and integrity of adjacent developments. The use of the northern portion of this site for residential purposes may serve as an effective transitional land use buffer between the commercial aspect of the property and the single family residential homes immediately north of the property.

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

   Staff does not anticipate any adverse effects on surrounding properties.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal and a Notice of Public Hearing was published in the paper on June 29, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P22-205 with the following condition(s):

- All outdoor storage of equipment and material must be screened from residential zoning districts and street right-of-ways by an opaque fence and/or wall with a minimum height of six feet. Said screening may be made of wood, metal, vegetation, or a combination thereof.
- Accessory residence must remain subordinate to the principal land use and shall be no greater than 25% of the square footage for the existing principal building.
- Accessory residence shall be limited to no more than one (1) story in height.

P&Z RECOMMENDATION

Approval (2 Vote Aye, 1 Vote Nay):

- Discussion items:
    - Does the approval of the CUP grant approval of the carport, storage container locations?
    - Will the applicant need to obtain building permits for the carport, and storage container?

EXHIBITS

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

Exhibit "A"
Aerial Map



Exhibit "B"
Zoning Map

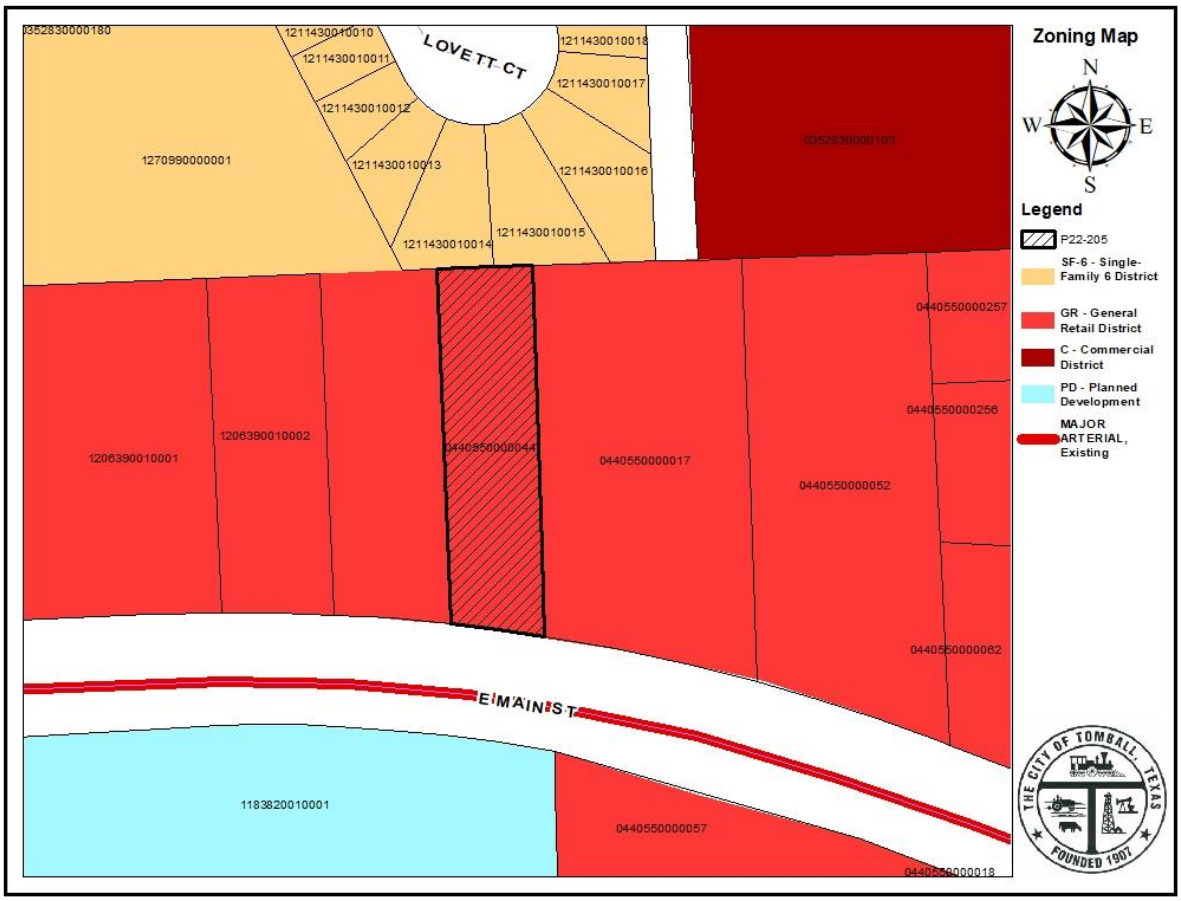


Exhibit "C"
Future Land Use Map

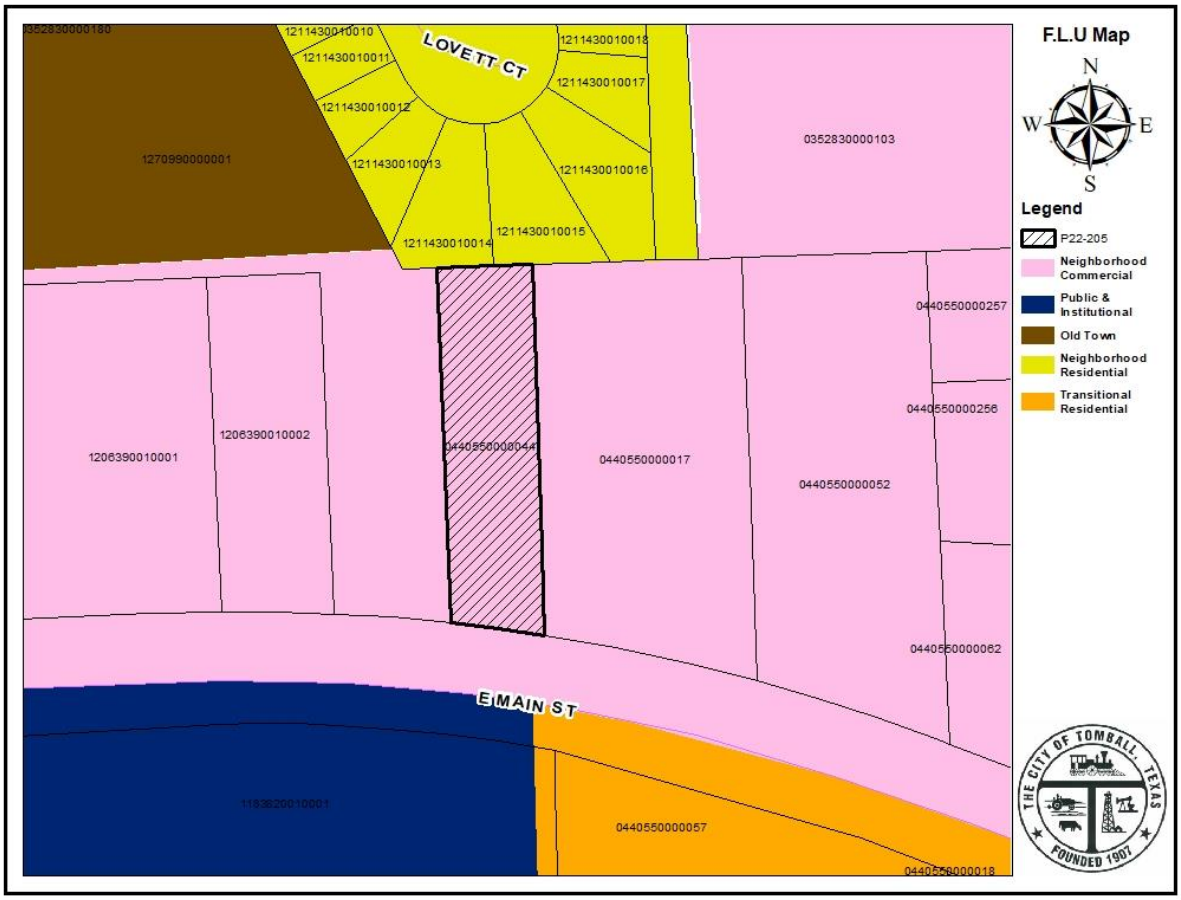


Exhibit "D"
Site Photo






ADOPTE UNA ESTRATEG
R.E.A.L.
PARA PROTEGER A SUS
HIJOS EN INTERNET
realfriendsdont.org
E MAIN ST



Exhibit "E"
CUP Application

RECEIVED (KC)
06/13/2022

Revised 5/19/15
ZONING CASE P22-205
$600 PD

APPLICATION FOR CONDITIONAL USE PERMIT

Community Development Department
Planning Division

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

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

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

Applicant
Name: Michael W. Seitz Title: _____
Mailing Address: 817 E Main St City: Tomball State: TX
Zip: 77375
Phone: (832)212 0963 Fax: (___) _____ Email: Dr.michael.seitz@bluesky-global.com

Owner
Name: BlueSky Global LLC Title: _____
Mailing Address: AS ABOVE City: _____ State: _____
Zip: _____
Phone: (___) AS ABOVE Fax: (___) _____ Email: AS ABOVE

Engineer/Surveyor (if applicable)
Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: (___) _____ Fax: (___) _____ Email: _____

Description of Proposed Project: Request for continued use a personal residence

Physical Location of Property: East Main St & Tom Keating Dr
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: J. Pruitt, A-629
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1118610000071 Acreage: 7,800SF

Current Use of Property: Residential

Proposed Use of Property: Residential

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X _____ May 27, 2022
Signature of Applicant **Date**

X _____
Signature of Owner **Date**

From: noreply@tomballtx.gov
To: Kimberly Chandler
Subject: Receipt #R01319741
Date: Monday, June 13, 2022 1:27:12 PM

---

401 Market Street
401 Market Street
Tomball, TX 77375
(281) 351-5484

DATE : 6/8/2022 4:16 PM
OPER : JC
TKBY : Juanita Cherety
TERM : 5
REC# : R01319741
130.0000 PLANNING AND ZONING
MICHAEL ASITC-BLUE SKY GLOBAL 600.00

Paid By:MICHAEL ASITC-BLUE SKY GLOBAL
2-CK 600.00 REF:W 100

BLUESKY

City of Tomball
510 James Street
Tomball, TX
77375
281-290-1405

31 May, 2022

To whom it may concern,

Application for conditional use permit

I am writing with a request for a permit for the continued use of the rear half of the property, zoned for General Retail Use for residential purposes (Conditional Use Permit). This request is based on my current use of the existing property as my personal home. The log cabin, which was built in 1999, was initially determined habitable during an informal visit by a city official prior to my purchase of the property. Subsequent to the purchase, I remodeled the interior of the cabin, and repaired the leaking roof with a metal roof. The cabin is now my primary residence, with my operating company located in the street-front portion of the property.

I hereby request that the zoning be amended for Residential Conditional Use.

Sincerely yours,



Michael Seitz
Business owner
BlueSky Global
Dr.michael.seitz@bluesky-global.com
832.212.0963

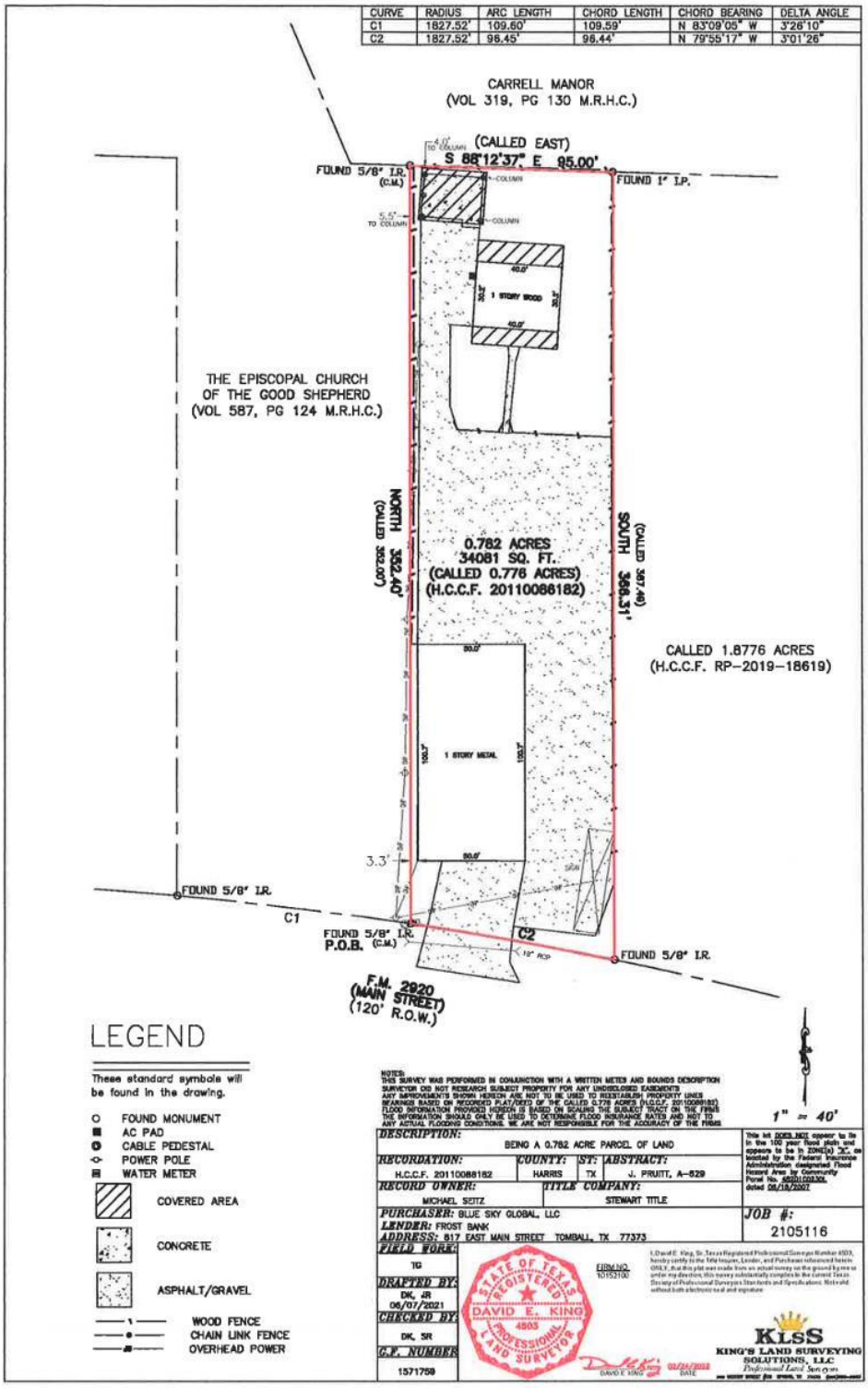
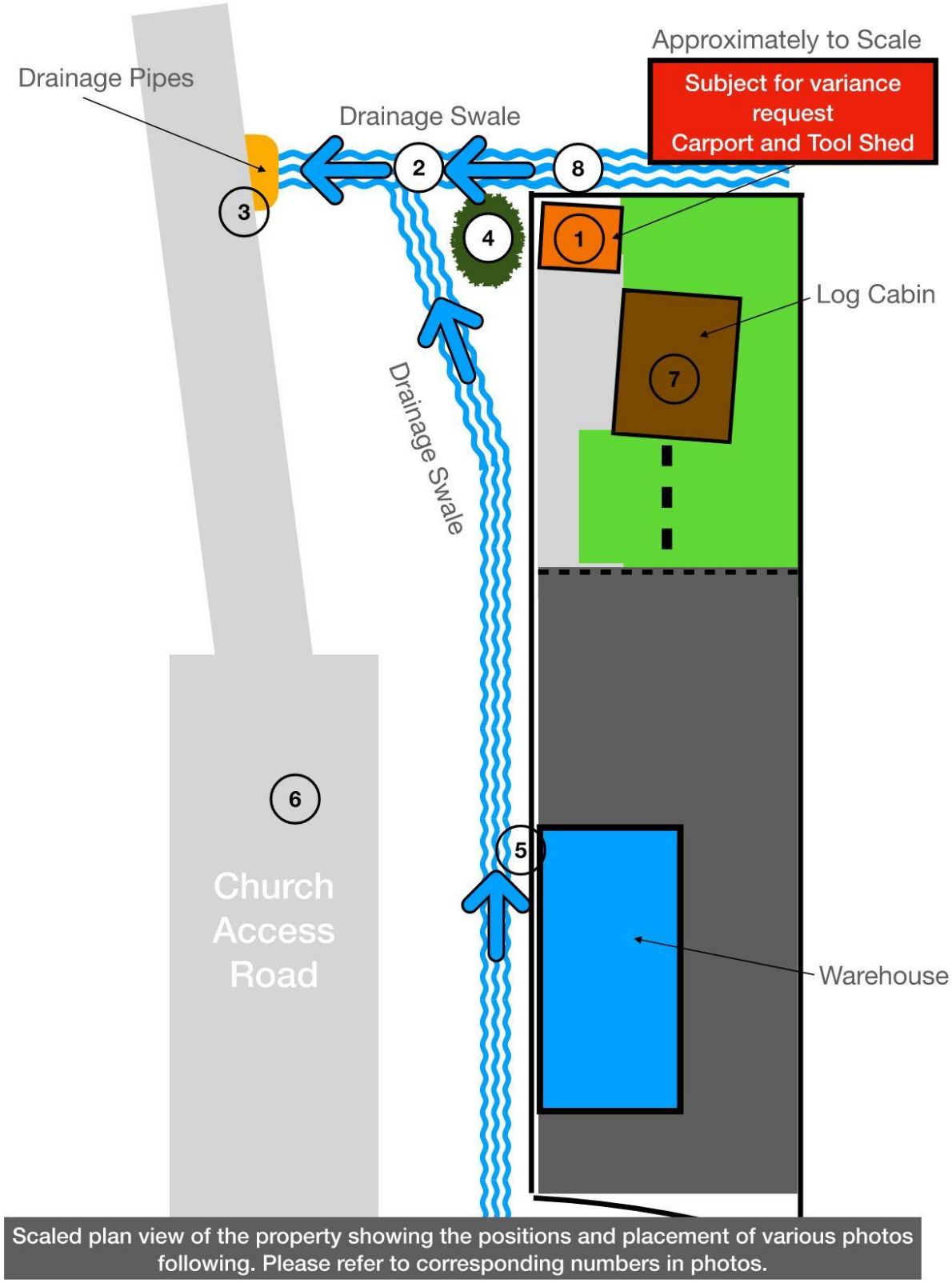

CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 1827.52' | 109.60' | 109.59' | N 83°09'05" W | 3°26'10"
C2 | 1827.52' | 96.45' | 96.44' | N 79°55'17" W | 3°01'26"
CARRELL MANOR
(VOL 319, PG 130 M.R.H.C.)
(CALLED EAST)
S 88°12'37" E 95.00'
FOUND 5/8" I.R. (C.M.)
FOUND 1" I.P.
1 STORY WOOD
THE EPISCOPAL CHURCH
OF THE GOOD SHEPHERD
(VOL 587, PG 124 M.R.H.C.)
NORTH (CALLED 352.00') 352.40'
0.782 ACRES
34081 SQ. FT.
(CALLED 0.776 ACRES)
(H.C.C.F. 20110088182)
SOUTH (CALLED 367.46') 368.31'
CALLED 1.8776 ACRES
(H.C.C.F. RP-2019-18619)
1 STORY METAL
3.3'
FOUND 5/8" I.R.
C1
FOUND 5/8" I.R.
P.O.B. (C.M.)
C2
FOUND 5/8" I.R.
F.M. 2920
(MAIN STREET)
(120' R.O.W.)
LEGEND
These standard symbols will be found in the drawing.
FOUND MONUMENT
AC PAD
CABLE PEDESTAL
POWER POLE
WATER METER
COVERED AREA
CONCRETE
ASPHALT/GRAVEL
WOOD FENCE
CHAIN LINK FENCE
OVERHEAD POWER
NOTES:
THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH A WRITTEN METES AND BOUNDS DESCRIPTION
SURVEYOR DID NOT RESEARCH SUBJECT PROPERTY FOR ANY UNDISCLOSED EASEMENTS
ANY IMPROVEMENTS SHOWN HEREON ARE NOT TO BE USED TO RE-ESTABLISH PROPERTY LINES
BEARINGS BASED ON RECORDED PLAT/DEED OF THE CALLED 0.776 ACRES (H.C.C.F. 20110088182)
FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE SUBJECT TRACT ON THE FIRM'S
THE INFORMATION SHOULD ONLY BE USED TO DETERMINE FLOOD INSURANCE RATES AND NOT TO
ANY ACTUAL FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE FIRMS
1" = 40'
DESCRIPTION: BEING A 0.782 ACRE PARCEL OF LAND
This lot DOES NOT appear to lie in the 100 year flood plain and appears to be in ZONE(s) "X" as located by the Federal Insurance Administration designated Flood Hazard Area by Community Panel No. 48201C0830L dated 08/18/2007
RECORDATION: H.C.C.F. 20110088182
COUNTY: HARRIS
ST: TX
ABSTRACT: J. PRUITT, A-629
RECORD OWNER: MICHAEL SEITZ
TITLE COMPANY: STEWART TITLE
PURCHASER: BLUE SKY GLOBAL, LLC
LENDER: FROST BANK
ADDRESS: 817 EAST MAIN STREET TOMBALL, TX 77373
JOB #: 2105116
FIELD WORK: TG
DRAFTED BY: DK, JR 06/07/2021
CHECKED BY: DK, SR
G.F. NUMBER: 1571759
STATE OF TEXAS REGISTERED DAVID E. KING 4503 PROFESSIONAL LAND SURVEYOR
FIRM NO. 10152100
I, David E. King, Sr. Texas Registered Professional Surveyor Number 4503, hereby certify to the Title Insurer, Lender, and Purchaser referenced herein ONLY, that this plat was made from an actual survey on the ground by me or under my direction, this survey substantially complies to the current Texas Society of Professional Surveyors Standards and Specifications. Not valid without both electronic seal and signature.
DAVID E. KING 03/24/2022 DATE
KLSS
KING'S LAND SURVEYING SOLUTIONS, LLC
Professional Land Surveyors

Figure "F"
Concept Plan



Scaled plan view of the property showing the positions and placement of various photos following. Please refer to corresponding numbers in photos.

Good Shepherd

April 6, 2022

Hi Michael,

We wanted to write to express our appreciation for the improvements you have made to the property located adjacent to the entrance drive to our church. The Episcopal Church of the Good Shepherd supports the work you have done to the buildings and grounds. We believe that the property actually enhances the appearance of our driveway. The previous owners did not adequately maintain the building or the grounds which resulted in an eyesore at the entrance to the church. We are pleased to see it in the hands of someone who cares and is willing to make an investment in Tomball. We have no objections to any of the buildings or structures on the site. Thanks again for your hard work & creativity.

We would be remiss if we didn't invite you to attend one of our worship services. Services are held at 8 am and 10:30 pm every Sunday. This is a great church – very welcoming and spiritually nurturing. We would love to have you visit.

David Thompson
Jr. Warden

The Rev. George McGavern
Rector

Good Shepherd

April 7, 2022

Hello Michael,

The location of the carport, close to our property line, does not concern us presently, and we do not foresee any future impediment to us in the future.

David K. Thompson
Jr. Warden

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 11, 2022
&
CITY COUNCIL
JULY 18, 2022

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 11, 2022 at 6:00 P.M.,** and by the City Council of the City of Tomball on **Monday, July 18, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P22-205: Request by Michael Seitz for a Conditional Use Permit to allow residential use within General Retail (GR) zoning. The property is legally described as approximately 0.78 acres, being a portion of the Jesse Pruitt Survey, Abstract Number 629. The property is located at 817 E. Main Street, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **8th** day of **July 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Adopt, on Second Reading, Ordinance No. 2022-17, an ordinance of the City of Tomball, Texas, authorizing the abandonment of public right-of-way dedicated to Welty Street. Being a segment of the 30-foot-wide public right-of-way extending approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve "A" in the Final Plat of The Episcopal Church of The Good Shepherd, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval with conditions:

- The right-of-way abandonment must be formally finalized by replat illustrating how the subject segment of right-of-way will be absorbed within the boundaries of adjoining properties.
- Sufficient utility easements must be dedicated for the existing water main and gas line within the Welty Street right-of-way.

Origination: Habitat for Humanity – Northwest Harris County Inc.

Recommendation:

Adopt, on Second Reading, Ordinance No. 2022-17

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE ABANDONMENT OF PUBLIC RIGHT-OF-WAY DEDICATED TO WELTY STREET (LEGALLY DESCRIBED IN EXHIBIT "A"). BEING THE 30-FOOT-WIDE RIGHT-OF-WAY EXTENDING APPROXIMATELY 295 LINEAR FEET NORTHWEST FROM THE NORTHERNMOST RIGHT-OF-WAY BOUNDARY FOR FOSTER STREET TO THE SOUTHERNMOST RIGHT-OF-WAY BOUNDARY FOR CARREL STREET, WEDGED BETWEEN BLOCK 90 IN TOMBALL AND THE WESTERN PROPERTY LINE OF RESTRICTED RESERVE "A" IN THE FINAL PLAT OF THE EPISCOPAL CHUCH OF THE GOOD SHEPHERD; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

Whereas, Habitat for Humanity – Northwest Harris County Inc. has requested that approximately 0.19 acres of land described as the 30-foot-wide right-of-way dedicated to Welty Street extending approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property boundary of Restricted Reserve "A" in the Final Plat of the Episcopal Church of the Good Shepherd, within the City of Tomball, Harris County, Texas, (the "Property"), be abandoned; and

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

Whereas, the Community Development Office recommended in its final report that City Council approve the requested right-of-way abandonment; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested right-of-way abandonment; and

Whereas, the City Council deems it appropriate to grant the requested right-of-way abandonment.

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

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

Section 2. The segment of public right-of-way dedicated to Welty Street as precisely defined in "Exhibit A" of this ordinance is hereby authorized for abandonment..

Section 3. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Office District as described above.

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

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

Section 7. The official abandonment of Welty Street public right-of-way is subject to the following conditions:

- The right-of-way abandonment must be formally finalized by replat illustrating how the subject segment of right-of-way will be absorbed within the boundaries of adjoining properties.
- Sufficient utility easements must be dedicated for the existing water main and gas line within the Welty Street right-of-way.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1st DAY OF AUGUST 2022.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DUNAGIN	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN PARR	AYE

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15th DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Exhibit "A"

FIELD NOTES OF 0.0399 ACRE OF LAND

All that certain 0.0399 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.0399 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail set in asphalt at the southeast corner of said Block 90, same being the southeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., also being the intersection of the northwest right-of-way line of Foster Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southwest right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.);

THENCE North 28 deg. 04 min. 14 sec. West, along and with the common northeast line of said Lot 19 and Block 90, same being said southwest right-of-way line of Welty Street, a distance of 26.74 feet to a 5/8 inch iron rod with cap set at the southwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, continuing along and with the common northeast line of Lot 19 and Block 90, same being the southwest right-of-way line of Welty Street, a distance of 113.26 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 19, same being the northwest corner of the herein described tract of land;

THENCE North 61 deg. 55 min. 46 sec. East, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the northeast corner of the herein described tract of land;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 18 deg. 47 min. 38 sec., having a radius of 50.00 feet, an arc length of 16.40 feet, a chord bearing of South 85 deg. 11 min. 29 sec. West, and a chord distance of 16.33 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.0399 acre (1,740 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



01-05-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 1 of 2)

All that certain 0.1502 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.1502 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located at the intersection of the northeast right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southeast right-of-way line of Carrell Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R., and the deed recorded in Volume 1836, Page 554 of the Harris County Deed Records), said point being the apparent northwest corner of Restricted Reserve "A" (called 18.7511 acres), THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, according to the map or plat thereof recorded in Film Code No. 587124 of the H.C.M.R., and being the northeast corner of the herein described tract of land, from which a found 5/8 inch iron rod bears witness North 39 deg. West, a distance of 0.93 feet;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said northeast right-of-way line of Welty Street and the southwest line of said Reserve "A", a distance of 289.64 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 24 deg. 26 min. 34 sec., having a radius of 50.00 feet, an arc length of 21.33 feet, a chord bearing of North 73 deg. 11 min. 25 sec. West, and a chord distance of 21.17 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the lower southwest corner of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land;

THENCE South 61 deg. 55 min. 46 sec. West, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set at the upper southwest corner of the herein described tract of land, same being the northeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., same being the intersection of the southwest right-of-way line of Welty Street with the southeast line of a 15' alley out of said Block 90;

THENCE North 28 deg. 04 min. 14 sec. West, along and with the southwest right-of-way line of Welty Street, at a distance of 15.00 feet pass the southeast corner of Lot 54, Block 90, REVISED MAP OF TOMBALL, same being the intersection of the southwest right-of-way line of Welty Street with the northwest line of the Alley, continuing along and with the southwest right-of-way line of Welty Street and the northeast line of Lot 54, in all a total distance of 155.00 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 54, the northeast corner of Block 90 and the upper northwest corner of the herein described tract of land, same being located at the intersection of the southwest right-of-way line of Welty Street with the southeast right-of-way line of Carrell Street;

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 2 of 2)

THENCE North 61 deg. 55 min. 46 sec. East, along and with the southeast right-of-way line of Carrell Street, a distance of 30.00 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.1502 acre (6,542 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349

STATE OF TEXAS
REGISTERED
DANIEL N. PINNELL
5349
PROFESSIONAL
LAND SURVEYOR

04-04-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600



Location: 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property boundary of Restricted Reserve "A" in the Final Plat of the Episcopal Church of the Good Shepherd

QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **The Protestant Episcopal Church Council of the Episcopal Diocese of Texas**

Grantee's Address (including County): 1225 Texas Street, Houston, TX 77002
Harris County, Texas.

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 6,542 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 6,542 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

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

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

_____
Lori Klein Quinn, Mayor

Attest:

_____
Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2021, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

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

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 1 of 2)

All that certain 0.1502 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.1502 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located at the intersection of the northeast right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southeast right-of-way line of Carrell Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R., and the deed recorded in Volume 1836, Page 554 of the Harris County Deed Records), said point being the apparent northwest corner of Restricted Reserve "A" (called 18.7511 acres), THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, according to the map or plat thereof recorded in Film Code No. 587124 of the H.C.M.R., and being the northeast corner of the herein described tract of land, from which a found 5/8 inch iron rod bears witness North 39 deg. West, a distance of 0.93 feet;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said northeast right-of-way line of Welty Street and the southwest line of said Reserve "A", a distance of 289.64 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 24 deg. 26 min. 34 sec., having a radius of 50.00 feet, an arc length of 21.33 feet, a chord bearing of North 73 deg. 11 min. 25 sec. West, and a chord distance of 21.17 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the lower southwest corner of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land;

THENCE South 61 deg. 55 min. 46 sec. West, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set at the upper southwest corner of the herein described tract of land, same being the northeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., same being the intersection of the southwest right-of-way line of Welty Street with the southeast line of a 15' alley out of said Block 90;

THENCE North 28 deg. 04 min. 14 sec. West, along and with the southwest right-of-way line of Welty Street, at a distance of 15.00 feet pass the southeast corner of Lot 54, Block 90, REVISED MAP OF TOMBALL, same being the intersection of the southwest right-of-way line of Welty Street with the northwest line of the Alley, continuing along and with the southwest right-of-way line of Welty Street and the northeast line of Lot 54, in all a total distance of 155.00 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 54, the northeast corner of Block 90 and the upper northwest corner of the herein described tract of land, same being located at the intersection of the southwest right-of-way line of Welty Street with the southeast right-of-way line of Carrell Street;

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 2 of 2)

THENCE North 61 deg. 55 min. 46 sec. East, along and with the southeast right-of-way line of Carrell Street, a distance of 30.00 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.1502 acre (6,542 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

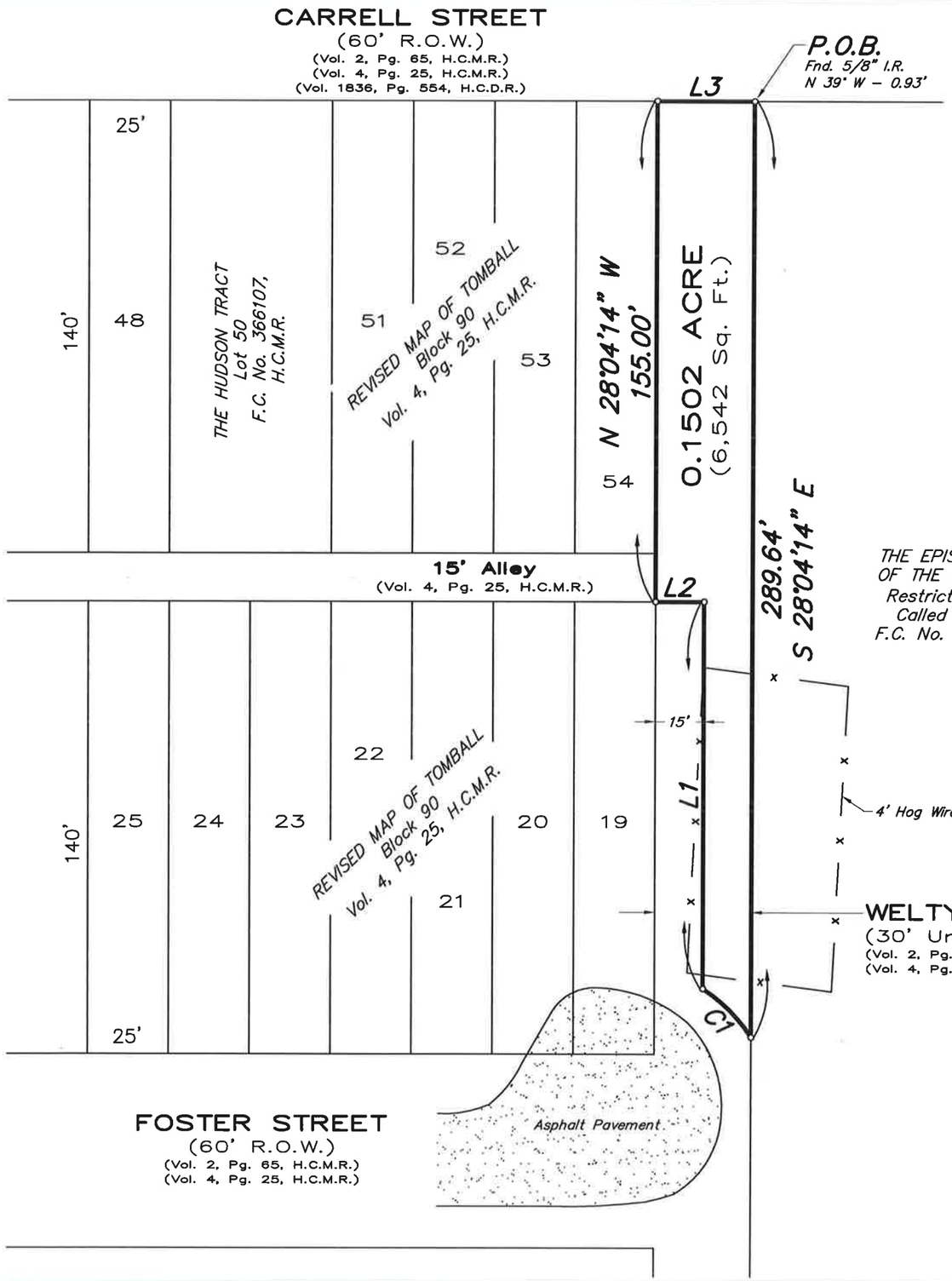
Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



04-04-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "B"



CURVE TABLE

NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING AND DISTANCE
C1	50.00'	024°26'34"	21.33'	N 73°11'25" W – 21.17'

LINE TABLE

NO.	BEARING	DIST.
L1	N 28°04'14" W	119.70'
L2	S 61°55'46" W	15.00'
L3	N 61°55'46" E	30.00'

GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE NO. 4204.

2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT OF LAND HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY.

3. 5/8" I.R. WITH PLASTIC CAP SET AT ALL CORNERS OF THIS TRACT OF LAND, UNLESS OTHERWISE NOTED.

4. ALL ENCUMBRANCES NOT SHOWN.

LEGEND:

C.F.	–	CLERK'S FILE
FND.	–	FOUND
I.R.	–	IRON ROD
P.O.C.	–	POINT OF COMMENCING
P.O.B.	–	POINT OF BEGINNING
R.O.W.	–	RIGHT-OF-WAY
H.C.D.R.	–	HARRIS COUNTY DEED RECORDS
H.C.M.R.	–	HARRIS COUNTY MAP RECORDS
H.C.O.P.R.R.P.	–	HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

I HEREBY CERTIFY THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY PERFORMED UNDER MY SUPERVISION.

Daniel N. Pinnell 04-04-2022

DANIEL N. PINNELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5349

THE PINNELL GROUP
PROFESSIONAL LAND SURVEYORS
25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281–363–8700
WWW.THEPINNELLGROUP.COM
FIRM REGISTRATION NO. 10039600

STATE OF TEXAS
REGISTERED
DANIEL N. PINNELL
5349
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S SEAL

REVISIONS

STANDARD LAND SURVEY OF 0.1502 ACRE OF LAND, BEING A PORTION OF WELTY STREET OUT OF THE REVISED MAP OF TOMBALL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 4, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

SCALE: 1" = 40'	DATE: JANUARY 2022	F.B. NO.: LEICA
DRAWN BY: JMH	CHECKED BY: DNP	JOB NO.: 2

QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **Habitat for Humanity- Northwest Harris County, INC.**

Grantee's Address (including County): PO BOX 682785 Houston, TX 77268
Harris County, Texas.

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 1,740 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 1,740 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

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

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

_____
Lori Klein Quinn, Mayor

Attest:

_____
Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2021, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

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

Exhibit "A"

FIELD NOTES OF 0.0399 ACRE OF LAND

All that certain 0.0399 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.0399 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail set in asphalt at the southeast corner of said Block 90, same being the southeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., also being the intersection of the northwest right-of-way line of Foster Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southwest right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.);

THENCE North 28 deg. 04 min. 14 sec. West, along and with the common northeast line of said Lot 19 and Block 90, same being said southwest right-of-way line of Welty Street, a distance of 26.74 feet to a 5/8 inch iron rod with cap set at the southwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, continuing along and with the common northeast line of Lot 19 and Block 90, same being the southwest right-of-way line of Welty Street, a distance of 113.26 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 19, same being the northwest corner of the herein described tract of land;

THENCE North 61 deg. 55 min. 46 sec. East, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the northeast corner of the herein described tract of land;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 18 deg. 47 min. 38 sec., having a radius of 50.00 feet, an arc length of 16.40 feet, a chord bearing of South 85 deg. 11 min. 29 sec. West, and a chord distance of 16.33 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.0399 acre (1,740 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

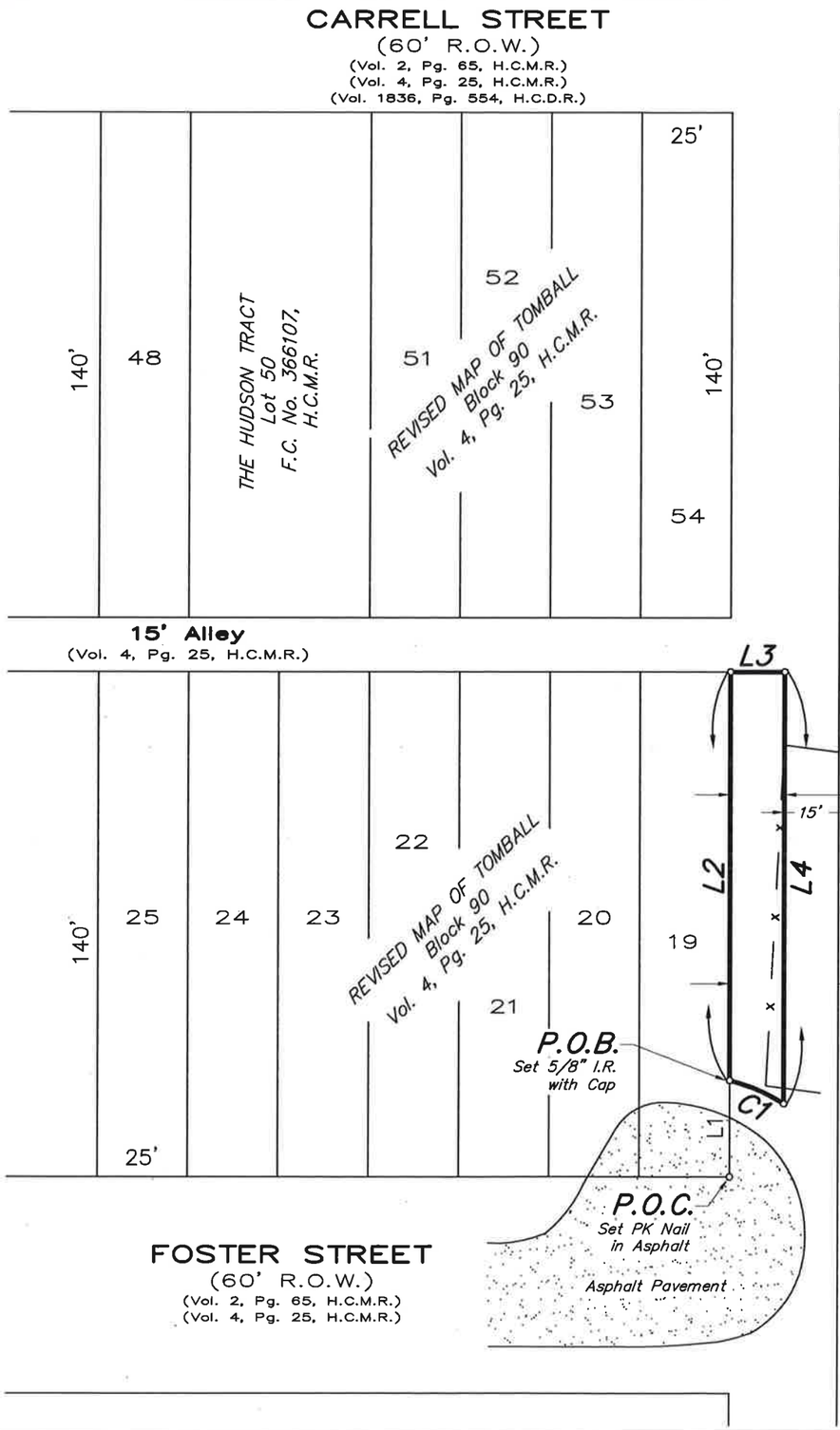
Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



01-05-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "B"



CURVE TABLE

NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING AND DISTANCE
C1	50.00'	018°47'38"	16.40'	S 85°11'29" W – 16.33'

LINE TABLE

NO.	BEARING	DIST.
L1	N 28°04'14" W	26.74'
L2	N 28°04'14" W	113.26'
L3	N 61°55'46" E	15.00'
L4	S 28°04'14" E	119.70'

GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE NO. 4204.

2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT OF LAND HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY.

3. 5/8" I.R. WITH PLASTIC CAP SET AT ALL CORNERS OF THIS TRACT OF LAND, UNLESS OTHERWISE NOTED.

4. ALL ENCUMBRANCES NOT SHOWN.

LEGEND:

C.F.	–	CLERK'S FILE
FND.	–	FOUND
I.R.	–	IRON ROD
P.O.C.	–	POINT OF COMMENCING
P.O.B.	–	POINT OF BEGINNING
R.O.W.	–	RIGHT–OF–WAY
H.C.D.R.	–	HARRIS COUNTY DEED RECORDS
H.C.M.R.	–	HARRIS COUNTY MAP RECORDS
H.C.O.P.R.R.P.	–	HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

I HEREBY CERTIFY THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY PERFORMED UNDER MY SUPERVISION.

Daniel N. Pinnell 01-05-2022

DANIEL N. PINNELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5349

N

THE PINNELL GROUP
PROFESSIONAL LAND SURVEYORS
25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281–363–8700
WWW.THEPINNELLGROUP.COM
FIRM REGISTRATION NO. 10039600

STATE OF TEXAS
REGISTERED
DANIEL N. PINNELL
5349
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S SEAL

REVISIONS

STANDARD LAND SURVEY OF 0.0399 ACRE OF LAND, BEING A PORTION OF WELTY STREET OUT OF THE REVISED MAP OF TOMBALL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 4, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

SCALE: 1" = 40'	DATE: JANUARY 2022	F.B. NO.: LEICA
DRAWN BY: JMH	CHECKED BY: DNP	JOB NO.: 2

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL (CC)
AUGUST 1, 2022

Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, August 1, 2022, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

Case P22-265: Request from Habitat for Humanity – Northwest Harris County INC. represented by Erik Armstrong to abandon a segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street. Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve "A" in the Final Plat of The Episcopal Church of The Good Shepherd, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **29th** day of **July 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

Community Development Department

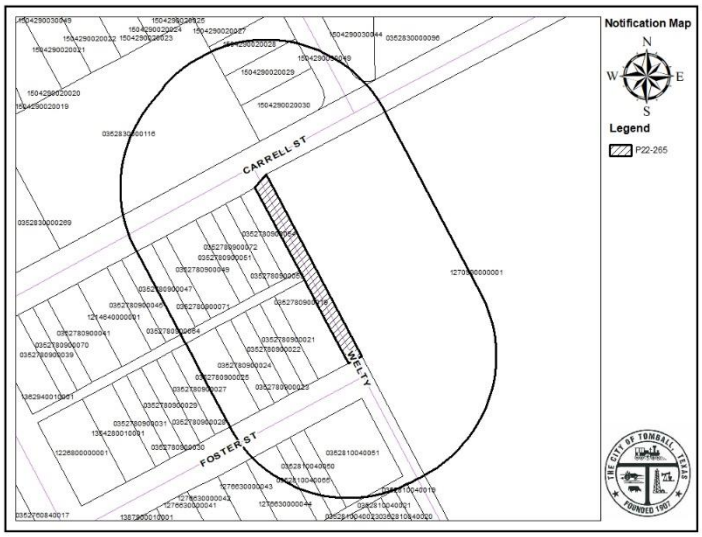
Notice of Public Hearing

YOU ARE INVITED TO ATTEND the Public Hearing before the **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P22-265

APPLICANT/OWNER: Habitat for Humanity – Northwest Harris County INC., represented by Erik Armstrong.

LOCATION: Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve "A" in the Final Plat of The Episcopal Church of The Good Shepherd, within the City of Tomball, Harris County, Texas.



PROPOSAL: Abandon a segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street.

CONTACT: Jared Smith, City Planner
PHONE: (281) 290-1491
E-MAIL: jasmith@tomballtx.gov

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

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

City Council Public Hearing:
***Monday, August 1, 2022 @ 6:00 PM**

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

Public Comment Form

(Please type or use black ink)

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

Please return to:
City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name: _____
(please print)
Address: _____

_____

Signature: _____

Date: _____

_____ I am **FOR** the requested Right of Way Abandonment as explained on the attached public notice for **Case P22-265. (Please state reasons below)**

_____ I am **AGAINST** the requested Right of Way Abandonment as explained on the attached public notice for **Case P22-265. (Please state reasons below)**

Date, Location & Time of **City Council** meeting:
Monday, August 1, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

_____

_____

_____

_____

_____

You may also comment via email to jasmith@tomballtx.gov.
Please reference the case number in the subject line.
For questions regarding this request please call Jared Smith @ 281-290-1491.

Right-of-Way Abandonment Staff Report

City Council Public Hearing Date: August 1, 2022

Case:	P22-265
Applicant(s):	Habitat for Humanity – Northwest Harris County INC.
Location:	Segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street. Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve "A" in the Final Plat of The Episcopal Church of The Good Shepherd (Exhibit "A")
Area:	0.19 acres
Request:	Abandon a segment of the 30-foot-wide right-of-way dedicated to Welty Street.

Adjacent Zoning & Land Uses:

North: Single Family Residential -9 / Single-Family Residence

South: Single Family Residential – 6 / Vacant

West: Single Family Residential - 6 / Vacant

East: Single Family Residential - 9 / Church

BACKGROUND

The 30-foot-wide right-of-way for Welty Street was originally dedicated in 1907 with the original plat of the Tomball Townsite. The right-of-way dedicated to Welty Street extends approximately 1,000 linear feet from the northernmost right-of-way boundary currently dedicated towards Texas Street to the southernmost boundary dedicated toward Carrel Street. The entirety of Welty Streets' right-of-way has remained unpaved since its dedication in 1907.

ANALYSIS

The portion of Welty Street that is subject to this abandonment request is unpaved, however, it is improved with utilities. Within the right-of-way presently dedicated to Welty Street, there is an existing 8-inch water main, and 2-inch gas line. These utilities were constructed in 2005 during a public works project to improve Foster Street. With the improvements of Foster Street in 2005, a permanent cul-de-sac was constructed at the easternmost extent of Foster Street where it intersects Welty Street. There are currently no lots along the subject segment of Welty Street, whose sole access to a public right-of-way is via Welty Street.

Staff Review Comments:
Since its initial dedication in 1907 the Welty Street right-of-way has remained unpaved in its entirety. Further, given that there are no lots that rely solely on Welty Street as direct access to public right-of-way the proposed abandonment would not be contrary or detrimental to adjoining properties. Lastly, a permanent dead end will not be created if abandoned given that an appropriate cul-de-sac has been constructed at the eastern extent of Foster Street. This cul-de-sac has been built according to the City of Tomball's construction standards, ensuring adequate emergency vehicle access and maneuverability on Foster Street.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the segment of right-of-way were mailed notification of this proposal on July 15, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-265 with the following conditions:

- The right-of-way abandonment must be formally finalized by replat illustrating how the subject segment of right-of-way will be absorbed within the boundaries of adjoining properties.
- Sufficient utility easements must be dedicated for the existing water main and gas line within the Welty Street right-of-way.

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan Map
C. Zoning Map
D. Site Photo
E. Rezoning Application

Exhibit "A"
Location Map

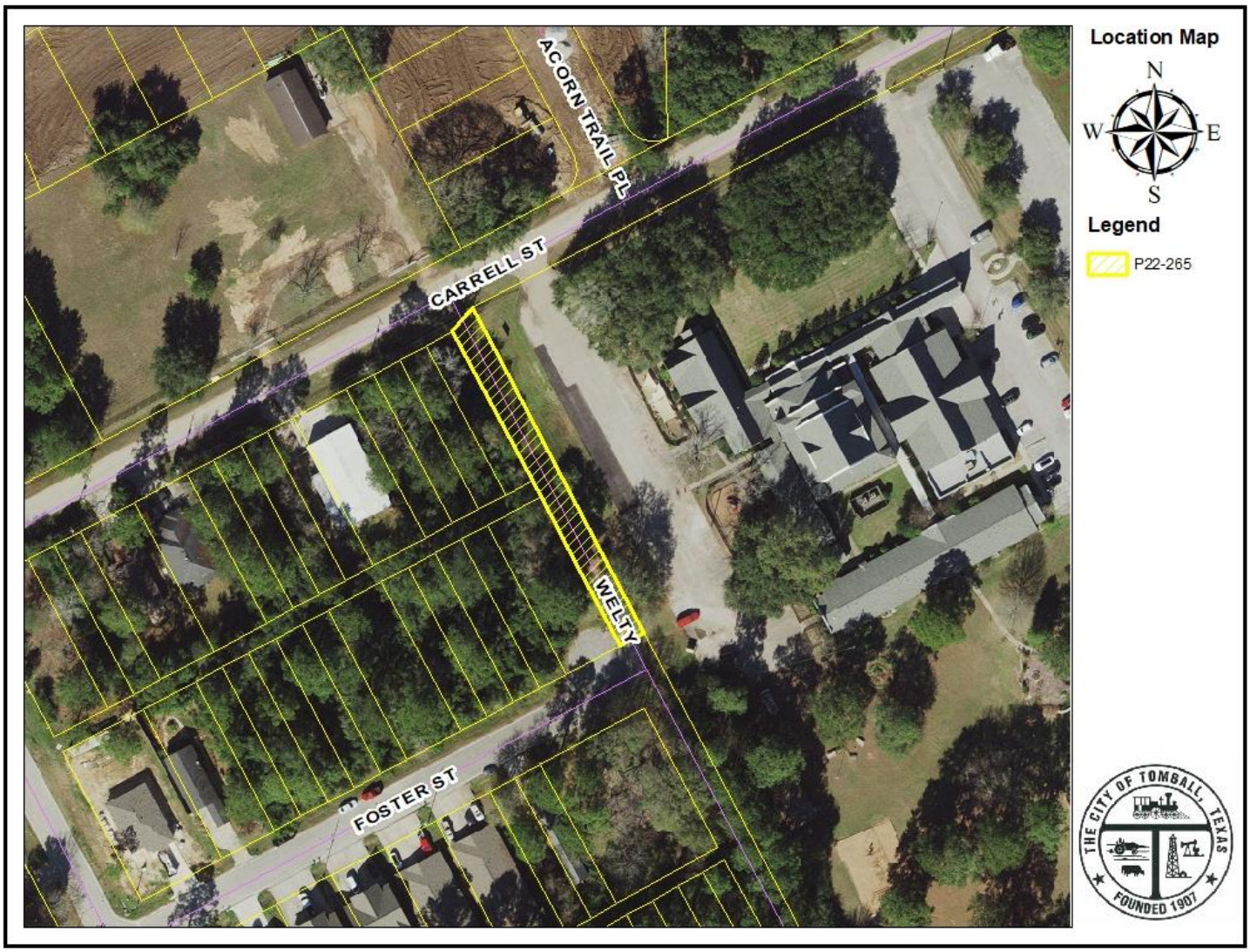


Exhibit "B"
Future Land Use Map



Exhibit "C"
Zoning Map

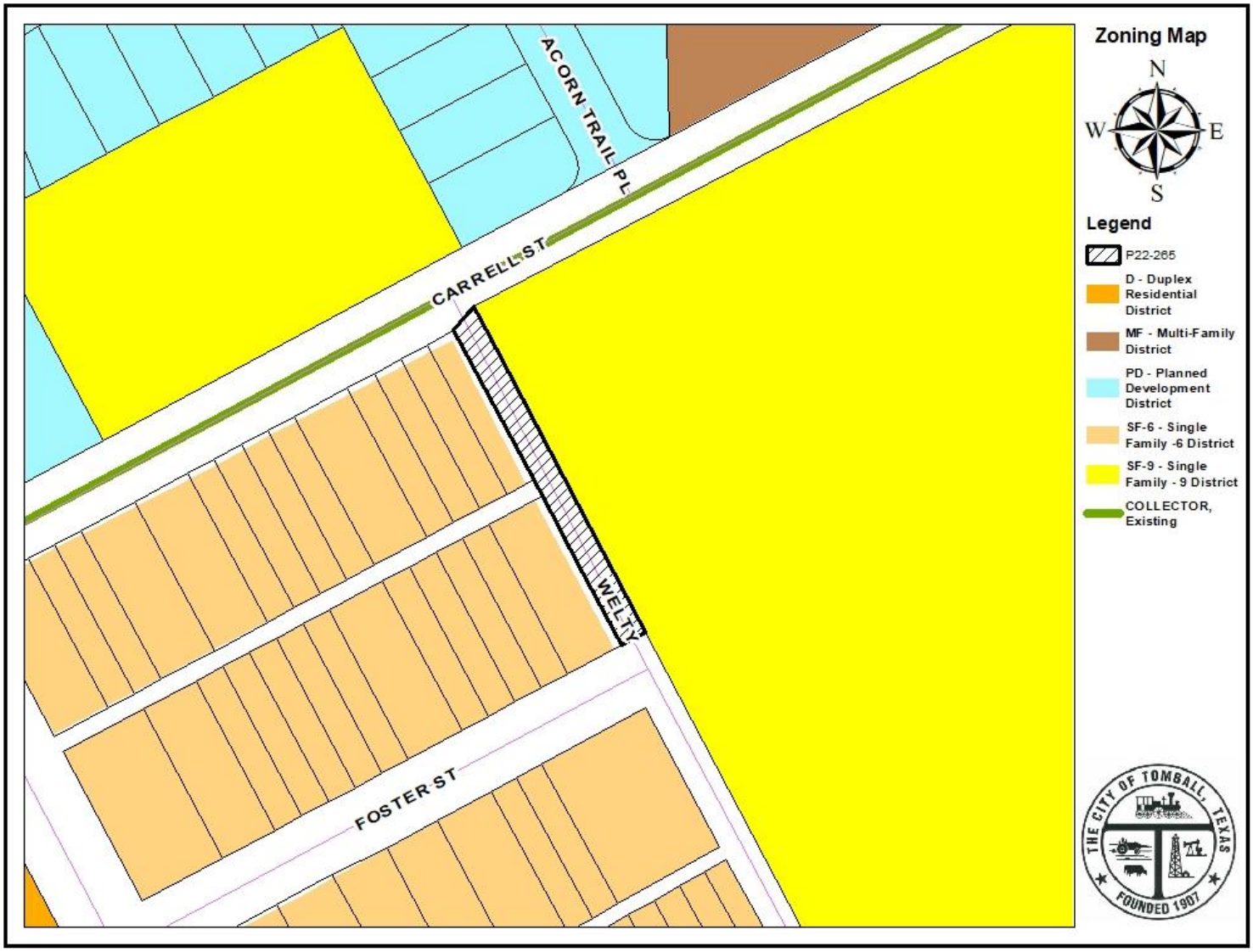


Exhibit “D”
Site Photo(s)





Exhibit "E"
Right-Of-Way Abandonment Application

Revised 10/1/2015

CITY OF TOMBALL

RIGHT-OF-WAY ABANDONMENT REQUEST APPLICATION

Please provide the following information & return your submittal to the City Manager's Office, 401 Market St., Tomball, Texas 77375.

Minimum Submittal Requirements

- ❑ $300 application fee;
- ❑ Detailed description of entire limits or extent of the ROW and the limits to be abandoned, if different;
- ❑ Five (5) copies of the Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ❑ Electronic File (PDF) of Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ❑ Copy of letters to utility providers, drainage districts, and/or other interested agencies stating they have been notified of the requested ROW abandonment;
- ❑ Letter of "No Objection" from each of the concerned entities; and
- ❑ Completed and signed application form.

Applicant Information

Name Habitat for Humanity- Northwest Harris County INC.

Mailing Address P.O. Box 682785

City Houston State TX Zip Code 77268

Phone Number 281-477-0460 Fax Number _____

E-mail Address earmstrong@habitatnwhc.org

Agent or Engineer Information

Name Erik Armstrong

Mailing Address P.O. Box 682785

City Houston State TX Zip Code 77268

Phone Number 936-217-7475 ~~Fax~~ Number _____

E-mail Address earmstrong@habitatnwhc.org

We, the undersigned property owners of

Revised Map of Tomball lot 19, block 90

(name of subdivision, lot, and block number)

do hereby request that the City of Tomball release and vacate the said Right-of-Way as further described in the attached Boundary Survey.

Adjacent Property Owners Signatures

(please include your name, mailing address, HCAD number of your property, and signature)

1. The Episcopal Diocese of Texeas, 1225 Texas Ave, Houston, TX 77002 Michael Hilfinger , Director of Real Estate
2. HCAD #s 1270990000001 and 0352780900054
3.
4.
5.
6.
7.
8.
9.
10.

Certification

I, Erik Armstrong, being one of the above named persons, do hereby certify that the above named persons include all abutting property owners of the property being vacated and released.

Please list the reasons for the request and how this request will benefit the public:

The property is not being used by the city and the maintenance will be passed along to the new owners.

(Signature) Erik Armstrong

(Printed Name) Erik Armstrong

Exhibit "A"

FIELD NOTES OF 0.0399 ACRE OF LAND

All that certain 0.0399 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.0399 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail set in asphalt at the southeast corner of said Block 90, same being the southeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., also being the intersection of the northwest right-of-way line of Foster Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southwest right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.);

THENCE North 28 deg. 04 min. 14 sec. West, along and with the common northeast line of said Lot 19 and Block 90, same being said southwest right-of-way line of Welty Street, a distance of 26.74 feet to a 5/8 inch iron rod with cap set at the southwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, continuing along and with the common northeast line of Lot 19 and Block 90, same being the southwest right-of-way line of Welty Street, a distance of 113.26 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 19, same being the northwest corner of the herein described tract of land;

THENCE North 61 deg. 55 min. 46 sec. East, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the northeast corner of the herein described tract of land;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 18 deg. 47 min. 38 sec., having a radius of 50.00 feet, an arc length of 16.40 feet, a chord bearing of South 85 deg. 11 min. 29 sec. West, and a chord distance of 16.33 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.0399 acre (1,740 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

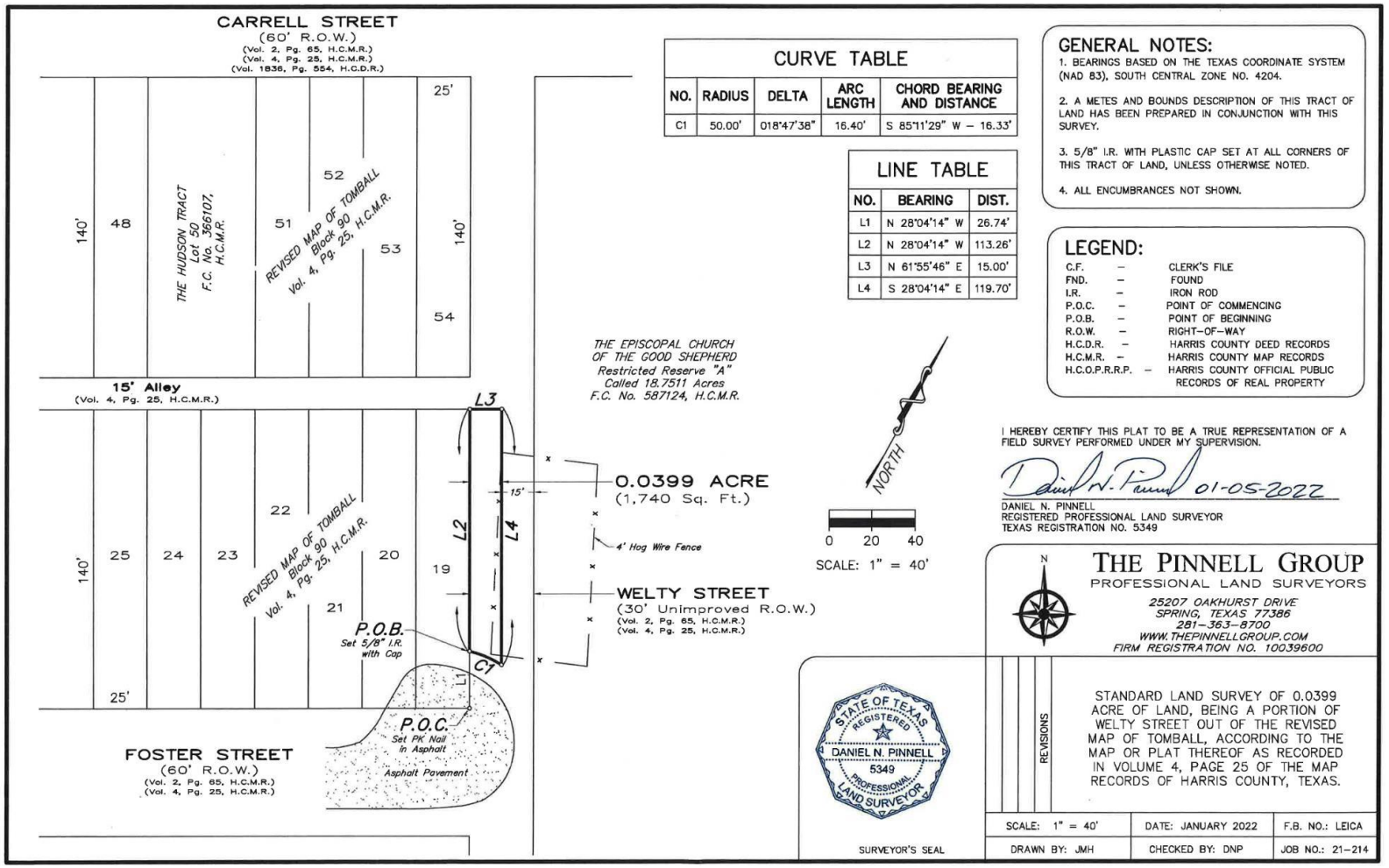
Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



01-05-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "B"



CURVE TABLE				
NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING AND DISTANCE
C1	50.00'	018°47'38"	16.40'	S 85°11'29" W – 16.33'

LINE TABLE		
NO.	BEARING	DIST.
L1	N 28°04'14" W	26.74'
L2	N 28°04'14" W	113.26'
L3	N 61°55'46" E	15.00'
L4	S 28°04'14" E	119.70'

GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE NO. 4204.
2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT OF LAND HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY.
3. 5/8" I.R. WITH PLASTIC CAP SET AT ALL CORNERS OF THIS TRACT OF LAND, UNLESS OTHERWISE NOTED.
4. ALL ENCUMBRANCES NOT SHOWN.

LEGEND:

C.F.	–	CLERK'S FILE
FND.	–	FOUND
I.R.	–	IRON ROD
P.O.C.	–	POINT OF COMMENCING
P.O.B.	–	POINT OF BEGINNING
R.O.W.	–	RIGHT-OF-WAY
H.C.D.R.	–	HARRIS COUNTY DEED RECORDS
H.C.M.R.	–	HARRIS COUNTY MAP RECORDS
H.C.O.P.R.R.P.	–	HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

I HEREBY CERTIFY THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY PERFORMED UNDER MY SUPERVISION.

01-05-2022

DANIEL N. PINNELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5349

STATE OF TEXAS
REGISTERED
DANIEL N. PINNELL
5349
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S SEAL

THE PINNELL GROUP
PROFESSIONAL LAND SURVEYORS
25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281-363-8700
WWW.THEPINNELLGROUP.COM
FIRM REGISTRATION NO. 10039600

REVISIONS

STANDARD LAND SURVEY OF 0.0399 ACRE OF LAND, BEING A PORTION OF WELTY STREET OUT OF THE REVISED MAP OF TOMBALL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 4, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

SCALE: 1" = 40'	DATE: JANUARY 2022	F.B. NO.: LEICA
DRAWN BY: JMH	CHECKED BY: DNP	JOB NO.: 21-214

QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **Habitat for Humanity- Northwest Harris County, INC.**

Grantee's Address (including County): PO BOX 682785 Houston, TX 77268
Harris County, Texas.

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 1,740 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 1,740 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

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

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

_____
Gretchen Fagan, Mayor

Attest:

_____
Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2022, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

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

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 1 of 2)

All that certain 0.1502 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.1502 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located at the intersection of the northeast right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southeast right-of-way line of Carrell Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R., and the deed recorded in Volume 1836, Page 554 of the Harris County Deed Records), said point being the apparent northwest corner of Restricted Reserve "A" (called 18.7511 acres), THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, according to the map or plat thereof recorded in Film Code No. 587124 of the H.C.M.R., and being the northeast corner of the herein described tract of land, from which a found 5/8 inch iron rod bears witness North 39 deg. West, a distance of 0.93 feet;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said northeast right-of-way line of Welty Street and the southwest line of said Reserve "A", a distance of 289.64 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 24 deg. 26 min. 34 sec., having a radius of 50.00 feet, an arc length of 21.33 feet, a chord bearing of North 73 deg. 11 min. 25 sec. West, and a chord distance of 21.17 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the lower southwest corner of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land;

THENCE South 61 deg. 55 min. 46 sec. West, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set at the upper southwest corner of the herein described tract of land, same being the northeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., same being the intersection of the southwest right-of-way line of Welty Street with the southeast line of a 15' alley out of said Block 90;

THENCE North 28 deg. 04 min. 14 sec. West, along and with the southwest right-of-way line of Welty Street, at a distance of 15.00 feet pass the southeast corner of Lot 54, Block 90, REVISED MAP OF TOMBALL, same being the intersection of the southwest right-of-way line of Welty Street with the northwest line of the Alley, continuing along and with the southwest right-of-way line of Welty Street and the northeast line of Lot 54, in all a total distance of 155.00 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 54, the northeast corner of Block 90 and the upper northwest corner of the herein described tract of land, same being located at the intersection of the southwest right-of-way line of Welty Street with the southeast right-of-way line of Carrell Street;

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 2 of 2)

THENCE North 61 deg. 55 min. 46 sec. East, along and with the southeast right-of-way line of Carrell Street, a distance of 30.00 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.1502 acre (6,542 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

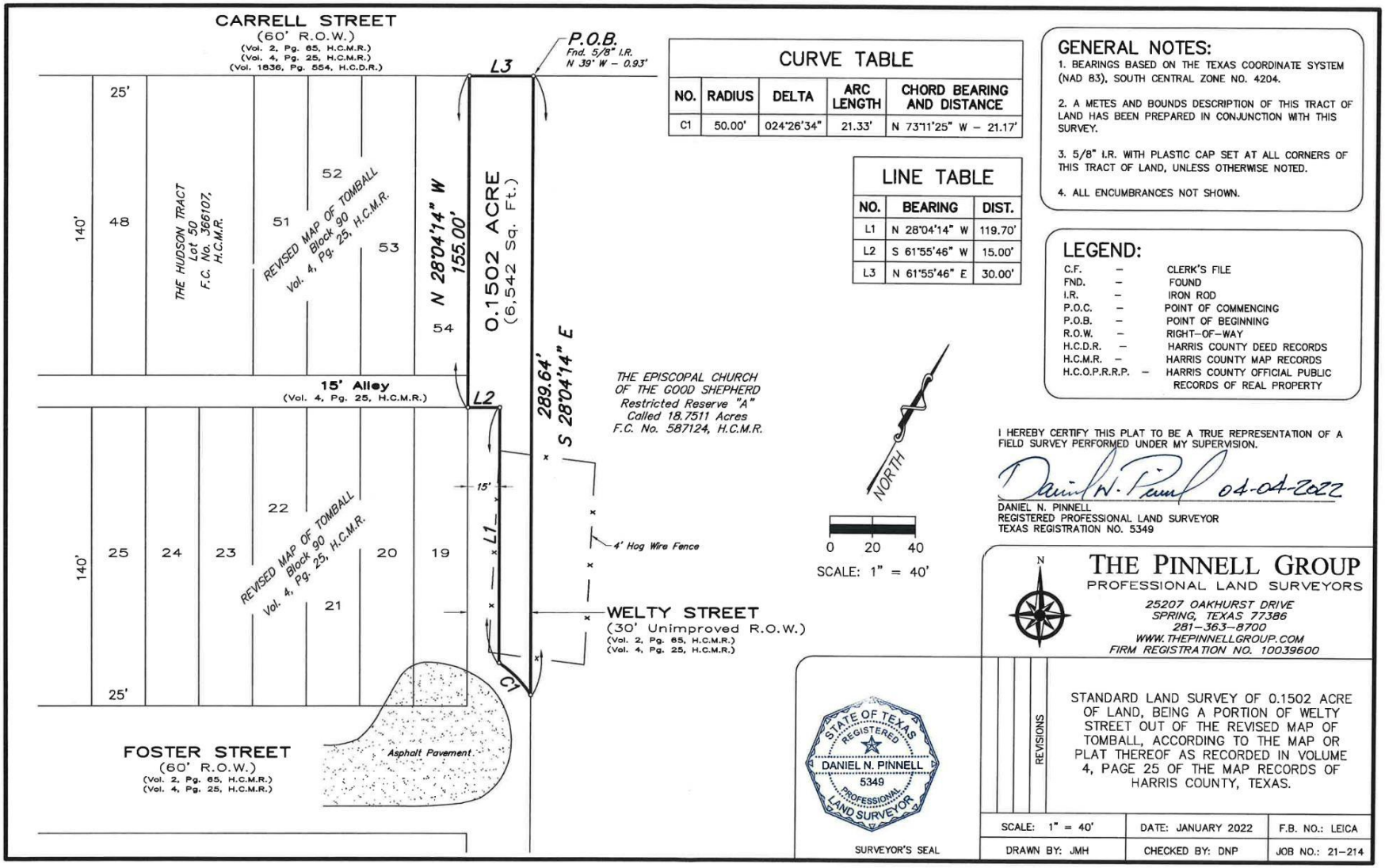
Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



04-04-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "B"



CURVE TABLE				
NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING AND DISTANCE
C1	50.00'	024°26'34"	21.33'	N 73°11'25" W – 21.17'

LINE TABLE		
NO.	BEARING	DIST.
L1	N 28°04'14" W	119.70'
L2	S 61°55'46" W	15.00'
L3	N 61°55'46" E	30.00'

GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE NO. 4204.
2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT OF LAND HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY.
3. 5/8" I.R. WITH PLASTIC CAP SET AT ALL CORNERS OF THIS TRACT OF LAND, UNLESS OTHERWISE NOTED.
4. ALL ENCUMBRANCES NOT SHOWN.

LEGEND:

C.F.	–	CLERK'S FILE
FND.	–	FOUND
I.R.	–	IRON ROD
P.O.C.	–	POINT OF COMMENCING
P.O.B.	–	POINT OF BEGINNING
R.O.W.	–	RIGHT–OF–WAY
H.C.D.R.	–	HARRIS COUNTY DEED RECORDS
H.C.M.R.	–	HARRIS COUNTY MAP RECORDS
H.C.O.P.R.R.P.	–	HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

I HEREBY CERTIFY THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY PERFORMED UNDER MY SUPERVISION.

Daniel N. Pinnell 04-04-2022

DANIEL N. PINNELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5349

THE PINNELL GROUP
PROFESSIONAL LAND SURVEYORS
25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281–363–8700
WWW.THEPINNELLGROUP.COM
FIRM REGISTRATION NO. 10039600

STATE OF TEXAS REGISTERED DANIEL N. PINNELL 5349 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S SEAL

REVISIONS

STANDARD LAND SURVEY OF 0.1502 ACRE OF LAND, BEING A PORTION OF WELTY STREET OUT OF THE REVISED MAP OF TOMBALL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 4, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

SCALE: 1" = 40'	DATE: JANUARY 2022	F.B. NO.: LEICA
DRAWN BY: JMH	CHECKED BY: DNP	JOB NO.: 21–214

QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **The Protestant Episcopal Church Council of the Episcopal Diocese of Texas**

Grantee's Address (including County): 1225 Texas Street, Houston, TX 77002
Harris County, Texas.

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 6,542 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 6,542 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

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

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

_____
Gretchen Fagan, Mayor

Attest:

_____
Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2022, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

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



May 17, 2022

Erik Armstrong
Habitat for Humanity Northwest Harris Co.
P.O. Box 682785
Houston, Texas 77268

Re: "No Objection" to Abandonment of ROW – Welty Street, Tomball, TX

Mr. Armstrong,

Southwestern Bell Telephone Company offers "No Objection" to the abandonment of the 30' ROW of Welty Street from Foster Street north to Carrell Street, according to the map or plat thereof recorded in Volume 2, Page 65 and Volume 4, Page 25 of the Harris County Map Records, Harris County, Texas and described in your acceptance letter dated May 9, 2022.

If you have any questions, please contact me by email at sm8285@att.com.

Sincerely,

Sonya Merrill

Sonya Merrill
Manager-Engineering
Right-of-Way

Welty Street
TB-013-22-M

CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

May 2, 2022

Habitat for Humanity-Northwest Harris County
P. O. Box 687285
Houston, Texas 77268
Attn: Erik Armstrong

Re: Street & Alley Closure TBD Foster Street (Welty Street)
R/W File # 172108

Dear Erik Armstrong:

The City of Tomball has been asked to close and abandon a portion of TBD Foster Street (Welty Street).

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request, and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Tomball forward a copy of the final abandonment ordinance to CenterPoint Energy to complete our files and to update our map records.

Yours truly,

CenterPoint Energy

Sheila R. Agee
Senior Right of Way Agent
Surveying & Right of Way
713-207-6349

Enclosures

172108

CenterPoint Energy

STREET/ALLEY CLOSURE APPLICATION FORM
SURVEYING & RIGHT OF WAY
MAILING ADDRESS: CENTERPOINT ENERGY, P.O. 1700, HOUSTON, TX 77251
COURIER ADDRESS: 1111 LOUISIANA ST, 7TH FLOOR, HOUSTON, TX 77002
TELEPHONE (713) 207-6348

STREET ADDRESS FOR THE PROPERTY: TBD Foster Street Welty St — 4/19/2022 (Date of Application)

REQUESTOR INFORMATION: *(Print or Type Only)*

Erik Armstrong (Name: Individual) | Habitat for Humanity- Northwest Harris County (Company) | 281-477-0460 (Phone Number)

E-mail address: Earmstrong@habitatnwhc.org

P.O. Box 687285 (Address) | Houston (City) | TX (State) | 77268 (Zip Code)

LOCAL GOVERNMENTAL ENTITY (City or County that Requestor is asking to close the street or alley)

City of Tomball (Governmental Entity Name) | Nathan Dietrich 281-290-1410 (Governmental Official/Phone Number)

501 James Street (Address) | Tomball (City) | TX (State) | 77375 (Zip Code)

THE FOLLOWING INFORMATION MUST BE INCLUDED WITH THIS APPLICATION:

1. One (1) copy of a property survey or drawing, a **maximum of 8.5" X 14"**, of legible and clear detail, indicating all dimensions of the portion of the street(s)/alley(s) to be abandoned, including the legal description and a north arrow, as well as the ownership information of all landowners adjacent to the street/alley to be abandoned.

2. If CenterPoint Energy facilities are located within the street or alley, please check here_____and advise CenterPoint Energy if the facilities serve only your property and if so, will this service be removed or not.

3. Copies of any and all motions, letters, or drawings provided by the local governmental entity involved.

4. **A non-refundable processing fee of $750.00 made payable by check to CenterPoint Energy must accompany this application before it can be processed.**

If this request is approved, a letter will be issued by CenterPoint Energy, addressed to the appropriate government office, providing the Company's approval to the closure request. This letter will be forwarded to the requestor unless CenterPoint Energy is requested otherwise.

If CenterPoint Energy's facilities must remain in a street/alley to be closed, new easements, as prepared by CenterPoint Energy must be granted by each adjacent landowner who will assume title to any portion of the street/alley before an approval letter will be issued. In addition to the processing fee, if CenterPoint Energy's facilities are located within the area to be abandoned, the cost for CenterPoint Energy to prepare these easement documents will be passed along to the requestor of this service.

CenterPoint Energy requires a time period of approximately 5–6 weeks for review and document preparation. In the event electrical facilities must be relocated or removed, or new easements granted because of this request, a longer time period may be required. Should the relocation of CenterPoint Energy's facilities be necessitated by said request, the cost of such relocation(s) will be borne by a party or parties other than CenterPoint Energy and must be paid before approval is granted. Also, the acquisition of new easements or the relocation/removal of facilities must be completed prior to CenterPoint Energy issuing any letter of approval.

Please be assured that CenterPoint Energy is aware of the urgent nature of your request and will make every effort to expedite the completion of your request.

I certify that the information provided is accurate and I realize that incomplete information may delay processing or invalidate this application.

Signature of Requestor

2/21/19

recd 4.25.22 PM lla

May 23, 2022

Erik Armstrong
Director of Construction Operations
Habitat for Humanity Northwest Harris County

Re: Welty Street

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced survey dated May, 2022.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street rights-of-way. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 435-224-2356 with any questions that you may have.

Sincerely,

Jeff Houston
Authorized Representative

8590 W Tidwell, Houston, TX 77040

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Adopt, on Second Reading, Ordinance No. 2022-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2022 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

Background:

Approval of this Ordinance will approve the 2021-22 annual update to the Service and Assessment Plan (SAP) for the Raburn Reserve Public Improvement District Number 10 (PID 10). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2021-22 SAP update, which also updates the assessment roll for 2022, the applicable assessment rates of PID 10 are not changing.

The original SAP was adopted by City Council on September 21, 2020 and includes a 30-year payment term, and the 2021 Annual Update was adopted on August 16, 2021. The 2022 annual installment to be collected from parcels within PID 10 as shown on the assessment roll of the 2022 SAP update is $328,342.48, due on January 31, 2023.

Origination: Community Development Department

Recommendation:

Staff recommends adopting Ordinance 2022-26, 2022 Annual Service and Assessment Plan Update for Raburn Reserve Public Improvement District Number 10 (PID 10) on Second Reading.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2022-26

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2022 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2022 ANNUAL INSTALLMENTS

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Raburn Reserve Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, on August 5, 2019, the City Council accepted the Petition and called a public hearing for September 3, 2019, on creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on August 14, 2019; and

WHEREAS, on August 16, 2019, notice to the owners of the property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 3, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District, and closed such hearing on September 3, 2019; and

WHEREAS, the City Council approved the creation of the PID by Resolution No. 201941 approved on October 7, 2019 (the "Original Creation Resolution") and published the Original Creation Resolution as authorized by the Act; and

WHEREAS, on October 7, 2019 the City approved Resolution no. 2019-42 calling a public hearing on the addition of land to the boundaries of the PID; and

WHEREAS, on October 9, 2019, notice of public hearing was mailed to the owners of the Property within the PID and notice of the public hearing was published in a newspaper of general circulation, in the PID on October 23, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the addition of additional land to the PID and closed such hearing on November 4, 2019 and approved an amended and rested resolution (the "Amended Creation Resolution" creating the PID and adding the additional land to the boundaries of the PID; and

WHEREAS, the City re-published the Amended Creation Resolution in a newspaper of general circulation in the City and the PID; and

WHEREAS, no written protests of the District from an owners of record of property within the District were filed with the City secretary within 20 days after such publication; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an "Improvement Area"); and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within Improvement Area #1 of the District (the "Service and Assessment Plan") and an assessment roll for Improvement Area #1 of the District (the "Assessment Roll" that states the assessment against each parcel of land within Improvement Area #1 of the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #1 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice on August 12, 2020 in newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plana and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6: p.m. on the 8th day of September, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the

penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within Improvement Area #1 of the District on September 21, 2020; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2022 (together, the "2022 Updates"; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2022 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2022 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF AUGUST 2022. .

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	NAY
COUNCILMAN DUNAGIN	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN PARR	AYE

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST 2022. .

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein-Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
[NOTARY SEAL] Notary Public, State of Texas

EXHIBIT A
2022 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

RABURN RESERVE
PUBLIC IMPROVEMENT DISTRICT
2022 ANNUAL SERVICE PLAN UPDATE

AUGUST 1, 2022

INTRODUCTION

Capitalized terms used in this 2022 Service Plan Update shall have the meanings given to them in the 2020 Service and Assessment Plan (the "2020 SAP") or unless the context in which a term is used clearly requires a different meaning.

On October 7, 2019, the City passed and approved Resolution No. 2019-41 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On November 4, 2019, the City passed and approved Resolution No. 2019-45 which amends and restates Resolution No. 2019-41 by incorporating the increased area of the District as a result of right-of-way abandonments. The revised boundary of the District encompasses approximately 105 acres.

On September 21, 2020, the City adopted Ordinance No. 2020-26 approving a Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District. The Ordinance also levied assessments against benefitted properties within the District and established a lien on such properties.

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amends and restates Resolution No. 2019-45 by incorporating an additional 5.082 acres into the area of the District. The revised boundary of the District encompasses approximately 110.12 acres.

On August 16, 2021, the City approved Resolution No. 2021-26 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

Pursuant to Texas Local Government Code Chapter 372, a service and assessment plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2022. This Annual Service Plan Update also updates the Assessment Roll for 2022.

PARCEL SUBDIVISION

Improvement Area #1

- The Raburn Reserve Section 1 Plat was filed and recorded within the Harris County Official Public Records on August 12, 2020. The Raburn Reserve Section 1 Plat consists of 133 residential Lots and 14 Non-Benefitted Lots.

LOT AND HOME SALES

Improvement Area #1

As of March 31, 2021, there are 133 platted lots designated for single family use. The Developer, HT Raburn Reserve, owns 51 lots and Homebuilder, Taylor Morrison owns 82 lots. The remaining 51 lots are under contract with the Homebuilder, Taylor Morrison.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

Authorized improvements as identified in the 2020 Service & Assessment Plan and updated as of March 31, 2022.

Authorized Improvement Budget			
Authorized Improvements	Budget	Spent to Date	Percent Complete
Improvement Area #1			
Roadway	$1,882,152	$ 183,727	9.76%
Water	212,679	212,679	100.00%
Wastewater	499,294	396,480	79.41%
Storm Water	1,362,175	781,256	57.35%
Natural Gas	150,840	-	0.00%
Soft Costs	760,656	327,221	43.02%
Total	**$ 4,867,796**	**$ 1,901,363**	**39.06%**

Notes:
Per the Quarterly Report dated 3/31/2022.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of $4,405,000.00.

ANNUAL INSTALLMENT DUE 1/31/2023

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is $268,212.48 of which, $140,112.48 is pledged to the Improvement Area #1 Series A Bonds and $128,100.00 is pledged to the Improvement Area #1 Reimbursement Obligation.
- ***Administrative Expenses*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is $47,905.00. A breakdown of the Annual Collection Costs is shown below.

Improvement Area #1	
Administration	$30,600.00
City Administrative Fees	7,980.00
Filing Fees	1,000.00
County Collection	200.00
PID Trustee Fees	3,625.00
Dissemination Agent	3,500.00
Miscellaneous	1,000.00
Total Annual Collection Costs	**$47,905.00**

- ***Additional Interest*** – The Prepayment and Delinquency Reserve Requirement, as defined in the indenture, has not been met. As such, the Prepayment and Delinquency Reserve will be funded with additional interest amount due of $12,225.00.

Improvement Area #1	
Due January 31, 2023	
Principal	$ 80,000.00
Interest	188,212.48
Annual Collection Costs	47,905.00
Additional Interest	12,225.00
Total Annual Installment	**$328,342.48**

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No parcels in Improvement Area #1 have made full prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No parcels in Improvement Area #1 have made partial prepayments.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Improvement Area #1

No extraordinary optional redemptions have occurred within Improvement Area #1.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Improvement Area #1						
Annual Installments Due		**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**
Improvement Area #1Initial Bonds						
Principal		$ 45,000.00	$ 50,000.00	$ 50,000.00	$ 55,000.00	$ 55,000.00
Interest		$ 95,112.48	$ 93,593.72	$ 91,906.22	$ 90,218.72	$ 88,362.48
	(1)	$ 140,112.48	$ 143,593.72	$ 141,906.22	$ 145,218.72	$ 143,362.48
Improvement Area #1 Reimbursement Agreement						
Principal		$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 40,000.00
Interest		$ 93,100.00	$ 91,437.50	$ 89,775.00	$ 88,112.50	$ 86,450.00
	(2)	$ 128,100.00	$ 126,437.50	$ 124,775.00	$ 123,112.50	$ 126,450.00
Annual Collection Costs	(3)	$ 47,905.00	$ 47,905.00	$ 47,905.00	$ 47,905.00	$ 47,905.00
Additional Interest	(4)	$ 12,225.00	$ 12,000.00	$ 11,750.00	$ 11,500.00	$ 11,225.00
Total Annual Installment	**(5)=(1)+(2)+(3)+(4)**	**$ 328,342.48**	**$ 329,936.22**	**$ 326,336.22**	**$ 327,736.22**	**$ 328,942.48**

ASSESSMENT ROLL

The list of current Parcels or Lots within Improvement Area #1, the corresponding total assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1					
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs [a]	Annual Installment due 1/31/23
141-629-001-0001	Block 1, Lot 1	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0002	Block 1, Lot 2	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0003	Block 1, Lot 3	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0004	Block 1, Lot 4	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0005	Block 1, Lot 5	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0006	Block 1, Lot 6	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0007	Block 1, Lot 7	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0008	Block 1, Lot 8	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0009	Block 1, Lot 9	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0010	Block 1, Lot 10	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0011	Block 1, Lot 11	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0012	Block 1, Lot 12	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0013	Block 1, Lot 13	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0014	Block 1, Lot 14	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0015	Block 1, Lot 15	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0016	Block 1, Lot 16	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0017	Block 1, Lot 17	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0018	Block 1, Lot 18	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0019	Block 1, Lot 19	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0020	Block 1, Lot 20	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0021	Block 1, Lot 21	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0022	Block 1, Lot 22	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0023	Block 1, Lot 23	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0024	Block 1, Lot 24	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0025	Block 1, Lot 25	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0026	Block 1, Lot 26	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0027	Block 1, Lot 27	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0028	Block 1, Lot 28	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0029	Block 1, Lot 29	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0030	Block 1, Lot 30	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0031	Block 1, Lot 31	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0032	Block 1, Lot 32	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0033	Block 1, Lot 33	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0034	Block 1, Lot 34	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0035	Block 1, Lot 35	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0036	Block 1, Lot 36	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0037	Block 1, Lot 37	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0038	Block 1, Lot 38	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0039	Block 1, Lot 39	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0040	Block 1, Lot 40	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74

Notes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1					
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs [a]	Annual Installment due 1/31/23
141-629-001-0041	Block 1, Lot 41	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0042	Block 1, Lot 42	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0043	Block 1, Lot 43	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0044	Block 1, Lot 44	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0045	Block 1, Lot 45	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0046	Block 1, Lot 46	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0047	Block 1, Lot 47	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0048	Block 1, Lot 48	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0049	Block 1, Lot 49	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0050	Block 1, Lot 50	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0051	Block 1, Lot 51	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0052	Block 1, Lot 52	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0053	Block 1, Lot 53	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0054	Block 1, Lot 54	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0055	Block 1, Lot 55	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0056	Block 1, Lot 56	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-002-0001	Block 2, Lot 1	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0002	Block 2, Lot 2	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0003	Block 2, Lot 3	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0004	Block 2, Lot 4	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0005	Block 2, Lot 5	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0006	Block 2, Lot 6	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0007	Block 2, Lot 7	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0008	Block 2, Lot 8	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0009	Block 2, Lot 9	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0010	Block 2, Lot 10	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0011	Block 2, Lot 11	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0012	Block 2, Lot 12	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0013	Block 2, Lot 13	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0014	Block 2, Lot 14	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0015	Block 2, Lot 15	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0016	Block 2, Lot 16	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0017	Block 2, Lot 17	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0018	Block 2, Lot 18	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0019	Block 2, Lot 19	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0020	Block 2, Lot 20	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0021	Block 2, Lot 21	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0022	Block 2, Lot 22	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74

Notes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1					
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs [a]	Annual Installment due 1/31/23
141-629-002-0023	Block 2, Lot 23	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0024	Block 2, Lot 24	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0025	Block 2, Lot 25	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0026	Block 2, Lot 26	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0027	Block 2, Lot 27	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0028	Block 2, Lot 28	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0029	Block 2, Lot 29	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0030	Block 2, Lot 30	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0031	Block 2, Lot 31	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0032	Block 2, Lot 32	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-003-0001	Block 3, Lot 1	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0002	Block 3, Lot 2	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0003	Block 3, Lot 3	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0004	Block 3, Lot 4	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0005	Block 3, Lot 5	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0006	Block 3, Lot 6	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0007	Block 3, Lot 7	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0008	Block 3, Lot 8	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0009	Block 3, Lot 9	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0010	Block 3, Lot 10	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0011	Block 3, Lot 11	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-004-0001	Block 4, Lot 1	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0002	Block 4, Lot 2	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0003	Block 4, Lot 3	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0004	Block 4, Lot 4	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0005	Block 4, Lot 5	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0006	Block 4, Lot 6	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0007	Block 4, Lot 7	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0008	Block 4, Lot 8	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0009	Block 4, Lot 9	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0010	Block 4, Lot 10	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0011	Block 4, Lot 11	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0012	Block 4, Lot 12	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0013	Block 4, Lot 13	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0014	Block 4, Lot 14	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0015	Block 4, Lot 15	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0016	Block 4, Lot 16	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0017	Block 4, Lot 17	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74

Notes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1					
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs [a]	Annual Installment due 1/31/23
141-629-004-0018	Block 4, Lot 18	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0019	Block 4, Lot 19	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0020	Block 4, Lot 20	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0021	Block 4, Lot 21	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0022	Block 4, Lot 22	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0023	Block 4, Lot 23	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0024	Block 4, Lot 24	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0025	Block 4, Lot 25	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0026	Block 4, Lot 26	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0027	Block 4, Lot 27	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0028	Block 4, Lot 28	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0029	Block 4, Lot 29	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0030	Block 4, Lot 30	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0031	Block 4, Lot 31	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0032	Block 4, Lot 32	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0033	Block 4, Lot 33	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0034	Block 4, Lot 34	1	$ 33,120.30	$ 601.50	$ 1,415.13	$ 91.92	$ 360.19	$ 2,468.74
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-005-0001	Res G Block 5	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-006-0001	Res H Block 6	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-007-0001	RES I Block 7	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-008-0001	Res K Block 8	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
Total			**$ 4,405,000.00**	**$ 80,000.00**	**$ 188,212.48**	**$ 12,225.00**	#########	**$ 328,342.48**

Notes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball

EXHIBIT B – IMPROVEMENT AREA #1 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2021	$	$ 87,236.55	$ 87,236.55
2022	45,000.00	96,631.26	141,631.26
2023	45,000.00	95,112.50	140,112.50
2024	50,000.00	93,593.76	143,593.76
2025	50,000.00	91,906.26	141,906.26
2026	55,000.00	90,218.76	145,218.76
2027	55,000.00	88,362.50	143,362.50
2028	55,000.00	86,506.26	141,506.26
2029	60,000.00	84,650.00	144,650.00
2030	60,000.00	82,625.00	142,625.00
2031	65,000.00	80,600.00	145,600.00
2032	65,000.00	78,000.00	143,000.00
2033	70,000.00	75,400.00	145,400.00
2034	75,000.00	72,600.00	147,600.00
2035	75,000.00	69,600.00	144,600.00
2036	80,000.00	66,600.00	146,600.00
2037	85,000.00	63,400.00	148,400.00
2038	85,000.00	60,000.00	145,000.00
2039	90,000.00	56,600.00	146,600.00
2040	95,000.00	53,000.00	148,000.00
2041	100,000.00	49,200.00	149,200.00
2042	105,000.00	45,200.00	150,200.00
2043	110,000.00	41,000.00	151,000.00
2044	115,000.00	36,600.00	151,600.00
2045	120,000.00	32,000.00	152,000.00
2046	125,000.00	27,200.00	152,200.00
2047	130,000.00	22,200.00	152,200.00
2048	135,000.00	17,000.00	152,000.00
2049	140,000.00	11,600.00	151,600.00
2050	150,000.00	6,000.00	156,000.00
Total	**$2,490,000.00**	**$1,860,642.85**	**$4,350,642.85**

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EXHIBIT C – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within Improvement Area #1 are found in this Exhibit:

- Lot Type 1 (50')

RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -LOT TYPE 1 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: $33,120.30

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Raburn Reserve Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1 – LOT TYPE 1

	Improvement Area #1 Initial Bonds		Improvement Area #1 Reimbursement				
Annual Installments Due	Principal	Interest[1]	Principal	Interest[2]	Additional Interest	Annual Collection Costs[3]	Total Annual Installment
1/31/2023	$ 338.35	$ 715.13	$ 263.16	$ 700.00	$ 91.92	$ 360.19	$ 2,468.74
1/31/2024	$ 375.94	$ 703.71	$ 263.16	$ 687.50	$ 90.23	$ 360.19	$ 2,480.72
1/31/2025	$ 375.94	$ 691.02	$ 263.16	$ 675.00	$ 88.35	$ 360.19	$ 2,453.66
1/31/2026	$ 413.53	$ 678.34	$ 263.16	$ 662.50	$ 86.47	$ 360.19	$ 2,464.18
1/31/2027	$ 413.53	$ 664.38	$ 300.75	$ 650.00	$ 84.40	$ 360.19	$ 2,473.25
1/31/2028	$ 413.53	$ 650.42	$ 338.35	$ 635.71	$ 82.33	$ 360.19	$ 2,480.54
1/31/2029	$ 451.13	$ 636.47	$ 338.35	$ 619.64	$ 80.26	$ 360.19	$ 2,486.03
1/31/2030	$ 451.13	$ 621.24	$ 375.94	$ 603.57	$ 78.01	$ 360.19	$ 2,490.08
1/31/2031	$ 488.72	$ 606.02	$ 338.35	$ 585.71	$ 75.75	$ 360.19	$ 2,454.74
1/31/2032	$ 488.72	$ 586.47	$ 413.53	$ 569.64	$ 73.31	$ 360.19	$ 2,491.86
1/31/2033	$ 526.32	$ 566.92	$ 413.53	$ 550.00	$ 70.86	$ 360.19	$ 2,487.82
1/31/2034	$ 563.91	$ 545.86	$ 413.53	$ 530.36	$ 68.23	$ 360.19	$ 2,482.09
1/31/2035	$ 563.91	$ 523.31	$ 451.13	$ 510.71	$ 65.41	$ 360.19	$ 2,474.66
1/31/2036	$ 601.50	$ 500.75	$ 451.13	$ 489.29	$ 62.59	$ 360.19	$ 2,465.45
1/31/2037	$ 639.10	$ 476.69	$ 488.72	$ 467.86	$ 59.59	$ 360.19	$ 2,492.14
1/31/2038	$ 639.10	$ 451.13	$ 526.32	$ 444.64	$ 56.39	$ 360.19	$ 2,477.76
1/31/2039	$ 676.69	$ 425.56	$ 563.91	$ 419.64	$ 53.20	$ 360.19	$ 2,499.19
1/31/2040	$ 714.29	$ 398.50	$ 563.91	$ 392.86	$ 49.81	$ 360.19	$ 2,479.55
1/31/2041	$ 751.88	$ 369.92	$ 601.50	$ 366.07	$ 46.24	$ 360.19	$ 2,495.81
1/31/2042	$ 789.47	$ 339.85	$ 639.10	$ 337.50	$ 42.48	$ 360.19	$ 2,508.59
1/31/2043	$ 827.07	$ 308.27	$ 676.69	$ 307.14	$ 38.53	$ 360.19	$ 2,517.89
1/31/2044	$ 864.66	$ 275.19	$ 676.69	$ 275.00	$ 34.40	$ 360.19	$ 2,486.13
1/31/2045	$ 902.26	$ 240.60	$ 751.88	$ 242.86	$ 30.08	$ 360.19	$ 2,527.86
1/31/2046	$ 939.85	$ 204.51	$ 789.47	$ 207.14	$ 25.56	$ 360.19	$ 2,526.73
1/31/2047	$ 977.44	$ 166.92	$ 827.07	$ 169.64	$ 20.86	$ 360.19	$ 2,522.12
1/31/2048	$ 1,015.04	$ 127.82	$ 864.66	$ 130.36	$ 15.98	$ 360.19	$ 2,514.04
1/31/2049	$ 1,052.63	$ 87.22	$ 939.85	$ 89.29	$ 10.90	$ 360.19	$ 2,540.08
1/31/2050	$ 1,127.82	$ 45.11	$ 939.85	$ 44.64	$ 5.64	$ 360.19	$ 2,523.25
Total	**$ 18,383.46**	**$ 12,607.33**	**$ 14,736.84**	**$ 12,364.29**	**$ 1,587.78**	**$ 10,085.26**	**$ 69,764.96**

[1] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[2] Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.25% rate.

[3] $60 per lot ($7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Approve the Tomball Economic Development Corporation (TEDC) Fiscal Year 2022-2023 Budget.

Background:

The TEDC Bylaws require that the Corporation prepare and submit to Council an annual budget of expected revenues and proposed expenditures for the next ensuing fiscal year.

The TEDC Board of Directors approved the FY 2022-2023 Budget on July 12, 2022.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of the Fiscal Year 2022-2023 TEDC Budget

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

Tomball Economic Development Corporation
2022-2023 Proposed Budget
October 1, 2021 to September 30, 2022

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Beginning Fund Balance	$ 16,683,138	$ 21,574,948	$ 18,579,527	$ 19,860,898	$ 19,817,793	$ 23,156,574
REVENUE						
Sales Tax	$ 4,168,199	$ 4,064,895	$ 4,408,484	$ 4,100,000	$ 4,900,000	$ 5,100,000
Interest	551,967	426,876	352,381	350,000	370,000	450,000
Grants	5,500	-	16,000	8,000	8,000	
Other - Land Sales and Lease Payments	2,596,223	491,055	913,855	-	1,646,930	
Total Revenue	$ 7,321,889	$ 4,982,826	$ 5,690,719	$ 4,458,000	$ 6,924,930	$ 5,550,000
Total Available Resources	$ 24,005,027	$ 26,557,774	$ 24,270,246	$ 24,318,898	$ 26,742,723	$ 28,706,574
EXPENDITURES						
Administrative						
Salaries - Administrative	$ 201,300	$ 213,843	$ 215,952	$ 283,214	$ 283,214	$ 287,810
Benefits	126,518	114,950	129,174	133,918	133,918	157,830
Wages - Full-Time	40,527	42,333	45,246	38,000	38,000	55,000
Wages - Other				3,000	150	8,300
Salary Survey Adjustments						83,645
Total Salaries and Benefits	$ 368,345	$ 371,126	$ 390,372	$ 458,132	$ 455,282	$ 592,585
Other Personnel Expenditures						
Auto Allowances	$ 8,400	$ 8,400	$ 8,400	$ 16,800	$ 16,800	$ 16,800
Phone Allowance - Executive Director	768	900	900	900	900	900
Phone Allowance - Assistant Director	768	900	900	900	900	900
Phone Allowance - Coordinator	-	-	-	-	-	900
Local Travel Expense	256	135	236	500	150	500
Dues and Subscriptions	7,514	9,482	7,681	10,000	9,000	13,100
Seminar/Conference Registrations	15,224	2,928	10,396	18,000	12,000	18,000
Travel and Training	19,527	11,727	3,440	30,000	16,000	30,000
Total Other Personnel Expense	$ 52,457	$ 34,472	$ 31,953	$ 77,100	$ 55,750	$ 81,100
Service and Supply Expenditures						
Contracted Administrative Services	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
Bank Charges & Postage	(344)	1,920	3,017	3,500	2,500	3,500
Insurance	1,743	3,144	8,399	15,000	15,000	18,000
Computer Equipment & Maintenance	2,910	4,249	5,823	5,000	5,000	10,000
Communications Services	3,286	3,639	3,976	5,200	4,300	5,200
Legal Fees	7,333	31,915	31,996	40,000	20,000	40,000
Lease Expense-GTACC	22,842	25,629	24,574	25,000	25,000	25,000
Office Equipment & Supplies	10,752	3,557	(2,321)	10,000	5,500	10,000
Total Service and Supply Expense	$ 73,522	$ 99,053	$ 100,463	$ 128,700	$ 102,300	$ 136,700
Total Administrative Expenditures	$ 494,324	$ 504,651	$ 522,788	$ 663,932	$ 613,332	$ 810,385
Indirect Economic Development Exp.						
Chamber Guide	$ 8,354	$ 8,354	$ 8,354	$ 8,400	$ 8,354	$ 8,400
Area Street Maps	-		3,875	-	-	4,000
Marketing	63,450	90,768	76,150	100,000	100,000	105,000
Economic Impact Model License	4,174	4,299	4,428	4,565	4,565	4,565
Event Sponsorships	6,212	6,000	24,028	29,000	21,560	29,000
Promotional Items	6,574	6,515	1,160	6,500	6,500	6,500
Printing	4,503	6,915	5,404	6,500	6,500	6,500
Website and GIS	14,620	31,899	36,299	20,000	16,100	25,000
Professional Services	136,770	207,560	191,747	500,000	250,000	500,000
Grow Tomball Initiative	-	-	-	-	-	20,000
Miscellaneous	15,555	70,834	78,182	15,000	(32,000)	15,000
Total Indirect Expenditures	$ 260,212	$ 433,144	$ 429,626	$ 689,965	$ 381,579	$ 723,965
City Debt Service						

Southside Sewer Plant (1999 CO-2/15/2019)	$ 188,148	$ -	$ -	$ -		
Utilities Expansion (2002 CO-2/15/2022)	370,000	370,000	370,000	370,000	370,000	-
Business Park Infrastructure (Series 2013)	91,764	533,462	535,663	537,663	537,663	539,463
Medical Complex/Persimmon (Series 2016)	-	222,222	222,222	222,222	222,222	222,222
Total Debt Service	$ 649,912	$ 1,125,684	$ 1,127,885	$ 1,129,885	$ 1,129,885	$ 761,685
Grants, Loans & Other Expenditures						
Project Grants	$ 361,735	$ 219,848	$ 210,108	$ 2,500,000	$ 609,353	$ 2,500,000
Sales Tax Reimbursement Grants (380)	52,312	50,139	50,139	55,000	65,000	70,000
Property Acquisition	-	5,062,631	2,043,540	2,500,000	-	500,000
Business Improvement Grants- Current Year	73,559	130,891	62,078	350,000	192,000	350,000
Business Improvement Grants- Prior Year	91,000	139,082	67,000	255,850	325,000	250,000
Old Town Façade Grants- Current Year	-	54,269	-	250,000	90,000	250,000
Old Town Façade Grants- Prior Year	-	-	38,783	200,000	85,000	100,000
Old Town Projects						600,000
South Live Oak Redevelopment	-	-	71,341	4,000,000	-	5,000,000
Business Park Expenses	434,471	248,644	77,781	300,000	95,000	300,000
Total Grants/Loans/Other	$ 1,013,077	$ 5,905,504	$ 2,620,770	$ 10,410,850	$ 1,461,353	$ 9,920,000
Total All Expenditures	$ 2,417,525	$ 7,968,983	$ 4,701,069	$ 12,894,632	$ 3,586,149	$ 12,216,035
Revenues Over (Under) Expenditures	$ 4,904,364	$ (2,986,157)	$ 989,650	$ (8,436,632)	$ 3,338,781	$ (6,666,035)
Other Income/Losses on Investments	$ 12,554	$ 9,264	$ (248,616)	$ -		$ -
Ending Fund Balance	$ 21,574,948	$ 18,579,527	$ 19,817,793	$ 11,424,267	$ 23,156,574	$ 16,490,540
Per Audited Financials	$ 21,649,056	$ 18,749,898	$ 19,570,389			
Variance	$ (74,108)	$ (170,371)	$ 247,404			

TEDC Debt Service Schedule

	Series 1999	Series 2002	Series 2013	Series 2016	Annual Payments
2016	$ 188,148	$ 370,000	$ 528,012.50		$ 1,086,160.50
2017	$ 188,148	$ 370,000	$ 530,912.50		$ 1,089,060.50
2018	$ 188,148	$ 370,000	$ 533,612.50		$ 1,091,760.50
2019	$ 188,148	$ 370,000	$ 536,112.50		$ 1,094,260.50
2020		$ 370,000	$ 533,462.50	$ 222,222	$ 1,125,684.50
2021		$ 370,000	$ 535,662.50	$ 222,222	$ 1,127,884.50
2022		$ 370,000	$ 537,662.50	$ 222,222	$ 1,129,884.50
2023			$ 539,462.50	$ 222,222	$ 761,684.50
2024			$ 546,012.50	$ 222,222	$ 768,234.50
2025			$ 547,312.50	$ 222,222	$ 769,534.50
2026			$ 548,412.50	$ 222,222	$ 770,634.50
2027			$ 548,737.50	$ 222,222	$ 770,959.50
2028			$ 548,275.00	$ 222,222	$ 770,497.00
2029			$ 551,925.00	$ 222,222	$ 774,147.00
2030			$ 549,056.25	$ 222,222	$ 771,278.25
2031			$ 549,600.00	$ 222,222	$ 771,822.00
2032			$ 549,075.00	$ 222,222	$ 771,297.00
2033			$ 548,100.00	$ 222,222	$ 770,322.00
2034				$ 222,222	$ 222,222.00
2035				$ 222,222	$ 222,222.00
2036				$ 222,222	$ 222,222.00
2037				$ 222,226	$ 222,226.00
Total	**$ 752,592**	**$ 2,590,000**	**$ 9,761,406.25**	**$ 4,000,000**	**$ 17,103,998.25**

2017-2019:
Southside Sewer Plant (1999 CO-2/15/2019)
Utilities Expansion (2002 CO- 2/15/2022)
Business Park Infrastructure (Series 2013)

2020-2022:
Utilities Expansion (2002 CO- 2/15/2022)
Business Park Infrastructure (Series 2013)
Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

2023-2033:
Business Park Infrastructure (Series 2013)
Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

2034-2037:
Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

Tomball Economic Development Corporation
FY 2022-2023 Budget
Account Descriptions

REVENUE

- Sales Tax: Those revenues received from the State of Texas and through the City of Tomball for the $0.005 portion of the $0.020 sales tax revenues collected within the City limits of Tomball.

- Interest: Those revenues received from financial institutions for balances on hand and from funds that have been invested.

- Grants: Those revenues received from additional sources such as CenterPoint Energy for support of the Corporation's activities, including the Annual Economic Outlook Event, marketing collateral, and continuing education.

- Other: Those revenues received from the sale or lease of TEDC-owned property.

EXPENDITURES

Administrative:

- Salaries - Administrative: The amount reimbursed to the City of Tomball for the salary paid to the Executive Director, Assistant Director, and Coordinator of the Tomball Economic Development Corporation. This amount includes holiday, vacation, sick, and longevity pay.

- Benefits: The amount reimbursed to the City of Tomball for the benefits paid to, or on behalf of, TEDC staff. This amount includes social security taxes, medicare taxes, employer matched funds to the Texas Municipal Retirement System, health insurance premiums, and worker compensation insurance.

- Wages: Wages for non-exempt (hourly) TEDC employees. Also includes overtime for hours worked during any FLSA-defined workweek, which exceeds 40 hours and are approved in advance by the Executive Director.

Other Personnel Expenditures:

- Auto Allowances: Monthly stipends for the Executive Director and Assistant Director allocated to cover business travel expenses and mileage within a 50-mile radius of Tomball.

- Phone Allowances: Monthly stipends allocated to cover business-related cell phone expenses for eligible TEDC staff.

- Local Travel Expenses: The amount allocated to cover business travel expenses and mileage within a 50-mile radius of Tomball for non-exempt TEDC staff.

- Dues and Subscriptions: Fees charged for memberships and related expenses to professional organizations, subscriptions and software.

- Seminar/Conference Registrations: Fees for the Tomball Economic Development Corporation staff and board members to attend conferences, events, and professional training seminars.

- Travel and Training: The costs associated with attending classes, seminars, events, trade shows and for related travel expenses. This includes hotel rooms where overnight stay is reasonable, the cost of related meals, airfare, and car rental where reasonable, parking and toll fees, and for mileage. Reimbursable mileage for exempt staff is limited to a destination that exceeds a 50-mile radius of the City of Tomball.

Service and Supply Expenditures

- Contracted Administrative Services: The cost of administrative services provided to the Tomball Economic Development Corporation by City of Tomball personnel as indicated in the Administrative Services Agreement entered into between the Tomball Economic Development Corporation and the City of Tomball.

- Bank Charges: The various service charges for maintaining a bank account, including wire transfer fees, safekeeping fees for investments, and actual operating account fees based on the account analysis.

- Insurance: The cost of surety bonding fees and insurance premiums including General Liability, Errors and Omissions, and Property.

- Computer Equipment and Maintenance: The cost of computer equipment and related expenses.

- Communication Services**:** The cost of telephone service, including land line phone base rate charges, DSL service, and long-distance charges.

- Legal Fees: Expenses incurred for legal services related to document and agreement preparation and obtaining advice and opinions from legal counsel related to Tomball Economic Development Corporation business activities.

- Lease Expense-GTACC: Payment to the Greater Tomball Area Chamber of Commerce for leased office space at 29201 Quinn Road, Suite B, Tomball, Texas.

- Office Equipment & Supplies: The cost of various office supplies, postage, and equipment.

Indirect Economic Development Expenditures:

- Chamber Guide: Expenses related to the TEDC advertisement and publication of a map of the Tomball area in the annual Greater Tomball Area Chamber of Commerce magazine.

- Area Street Maps: The expenses incurred for the production and publication of maps of Tomball and the surrounding area that are issued free of charge to individuals and businesses to promote travel, tourism, and the commercial industry in Tomball.

- Marketing**:** Expenses related to marketing Tomball to attract business, industry, and visitors, including advertisements in printed and digital publications, information packages, brochures, and related marketing collateral material.

- Economic Impact Model License: The annual licensing fee for the economic impact analysis model utilized by the TEDC to calculate the economic impact of a prospect firm/project and related costs and benefits to the City of Tomball.

- Event Sponsorships**:** Costs to sponsor/co-sponsor events that foster relationships with businesses, site location consultants, brokers, real estate professionals, regional allies, and others influencing business location and capital investment decisions.

- Promotional Items: The costs associated with TEDC promotional products, giveaways, and event favors.

- Printing: The cost of printing various items including, but not limited to, Notice of Project/Public Hearing, brochures, presentation boards, community profiles, business resource guides, stationary, etc.

- Website and GIS: Costs to maintain the Tomball Economic Development Corporation's website, including web hosting, property database services, analytics platforms, and online GIS software.

- Professional Services: Consulting fees, engineering fees, photography, graphics and design services, and other professional services incurred in expanding the economic base of Tomball.

- Grow Tomball Initiative: Expenses related to developing a Grow Tomball initiative to highlight and promote local businesses, entrepreneurs, and products.

- Miscellaneous: Other expenses including, but not limited to, meals with potential business developers, name plates for Board meetings, post office box fees, etc.

City Debt Service

- Southside Sewer Plant (1999 CO-2/15/2019): Contributions to debt repayment for the wastewater treatment plant built on the south side of Tomball to accommodate expanded industry in the City. Final debt payment was made in 2019.

- Utilities Expansion (2002 CO-2/15/2022): Contributions to debt repayment for the extension of utilities from FM 2920 south on Hufsmith-Kohrville Road to Holderrieth Road, west to SH 249 and north to Theiss Road.

- Business Park (Series 2013): Contributions to debt repayment for the construction of utilities, roads, drainage facilities, etc. for the Tomball Business and Technology Park Project located at the northwest corner of Hufsmith-Kohrville and Holderrieth Roads.

- Medical Complex/Persimmon (Series 2016): Contributions to debt repayment for the construction of utilities, roads, drainage facilities, etc. for the extension of Medical Complex Drive Segment 4B and South Persimmon Street from Agg Road/Medical Complex Drive south to the Tomball Business & Technology Park.

Grants, Loans & Other Expenditures

- Project Grants: Grant funds designated by the Tomball Economic Development Corporation's Board of Directors and approved by the Tomball City Council waiting for contract fulfillment in order to be disbursed.

- Sales Tax Reimbursement Grants (380): Sales tax reimbursements made in accordance with economic development incentive agreements approved by the Tomball Economic Development Corporation's Board of Directors and the Tomball City Council.

- Property Acquisition: Costs associated with the acquisition of land for economic development projects.

- Business Improvement Grants- Current Year: Funds allocated to enhance the economic development of the City of Tomball through matching grants for façade or exterior improvements to buildings, sign improvements, landscaping, or other exterior property improvements.

- Business Improvement Grants- Prior Year: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.

- Old Town Façade Grants: Funds allocated to enhance the economic development of the City of Tomball through grants to property and business owners seeking to rehabilitate commercial buildings located in the Old Town Tomball area.

- Old Town Façade Grants- Prior Year: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.

- Old Town Revitalization Projects: Targeted infrastructure improvements in Old Town Tomball including alleyways, parking, wayfinding, etc.

- South Live Oak Redevelopment: The costs associated with the redevelopment of the South Live Oak Business Park.

- Business Park Expenses: Expenses related to the development and maintenance of the Tomball Business & Technology Park.

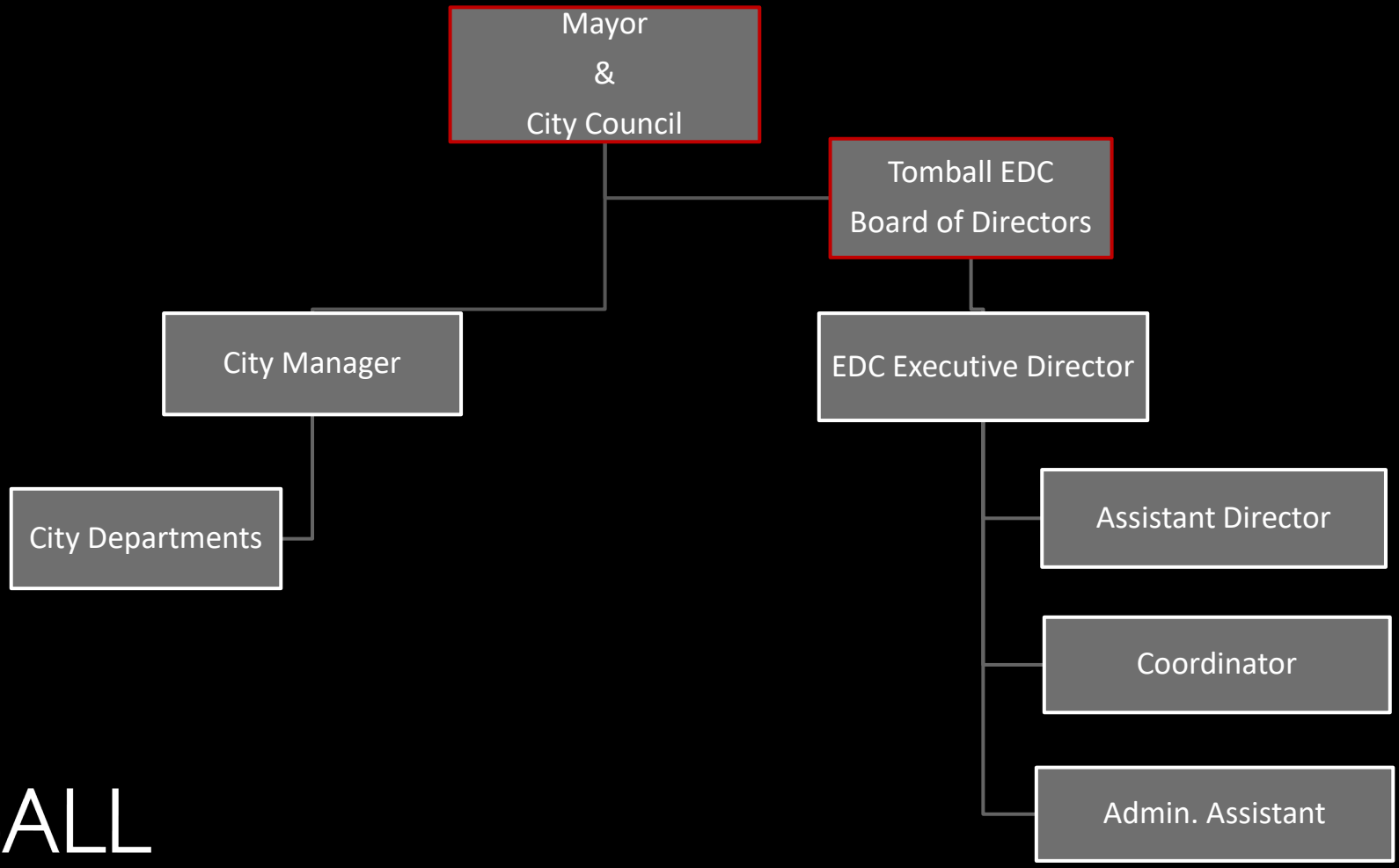
FY 2023 TEDC BUDGET PRESENTATION

AUGUST 15, 2022



TOMBALL
ECONOMIC DEVELOPMENT CORP.

ORGANIZATIONAL CHART



TOMBALL
ECONOMIC DEVELOPMENT CORP.

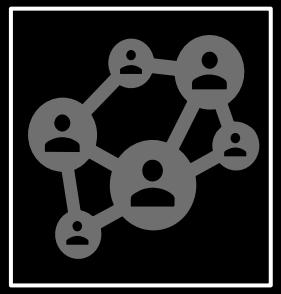
Mission:

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

Vision:

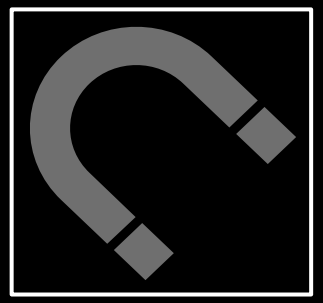
Tomball is the community of choice for businesses, residents, and visitors, offering a dynamic economy, strong labor force, and unmatched living and working environment.

TOMBALL EDC 2022-2023 GOALS



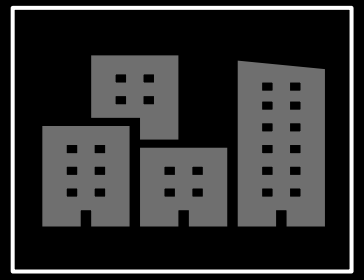
1.

BUSINESS RETENTION & EXPANSION (BRE)



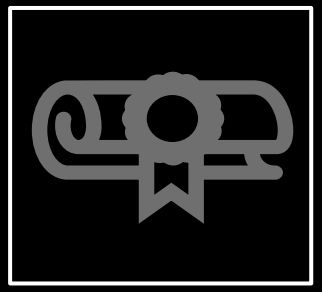
2.

ATTRACTION & RECRUITMENT



3.

DEVELOPMENT/ REDEVELOPMENT OF OLD TOWN



4.

EDUCATION & WORKFORCE DEVELOPMENT

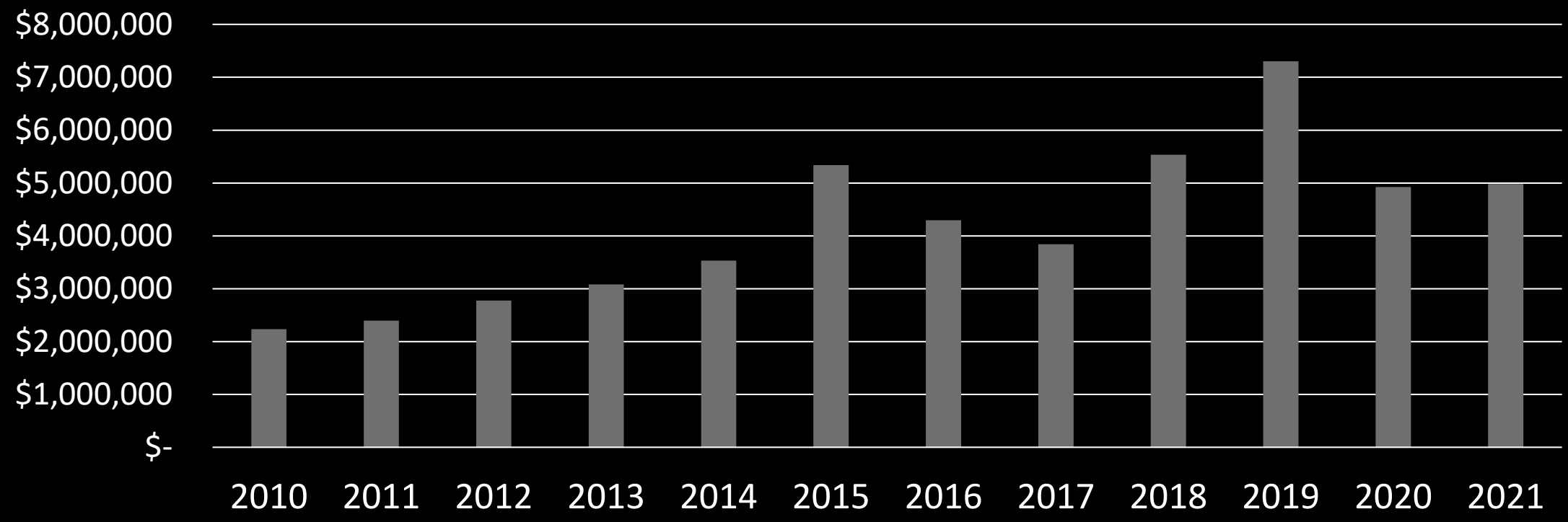
TOMBALL
ECONOMIC DEVELOPMENT CORP.

FUNDING SOURCES

- ½¢ SALES TAX COLLECTED WITHIN THE CITY LIMITS OF TOMBALL
- SALES TAX RATE: 8.25%
    - 6.25% - STATE OF TEXAS
    - 1.00% - CITY OF TOMBALL
    - 0.5% - PROPERTY TAX REDUCTION
    - 0.5% -TEDC
- INTEREST REVENUES: SECURITIES & INVESTMENT POOLS
- WE ARE NOT FUNDED BY AN AD-VALOREM (PROPERTY TAX)

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TEDC Revenue Collections



TOMBALL
ECONOMIC DEVELOPMENT CORP.

TBTP LAND SALES

Owner	Lot #	Acres	Net Revenue	SF Constructed	Jobs
Packers Plus	4.2	4.9360	$ 1,969,052	50,000	80
Suez	2	5.5018	$ 726,969	44,179	70
Nickson	14	6.1041	$ 715,963	55,800	25
Nickson	13	2.9352	$ 387,610	25,200	25
Dkota	10	4.0010	$ 569,168	20,000	25
Hoelscher	5	16.7776	$ 2,011,746	193,000	120
Nickson	12	2.8741	$ 420,478	30,000	25
PDGL	11	2.7631	$ 421,245	25,000	25
CCJ Collaborations	16	4.6500	$ 662,747	10,500	55
KTB (Techsico)	9	2.5207	$ 384,253	10,000	45
Billiard Factory	3	4.8226	$ 681,051	50,000	45
Nickson	15	3.9195	$ 581,626	47,458	25
Newcor	4.1	1.75			
Total		63.56	$ 9,904,999	590,827	590
Pending Sale					
Urban Group/Trophy Windows	8	18.28	$ 3,146,084	256,760	250
Total		81.8357	$ 13,051,083	847,587	840
Expenses					
TBTP CO 2013			$ 8,500,000		
Land Purchase			$ 1,612,499		
Cash Funded Expenses			$ 2,505,145		
		Total Revenue	$ 433,440		

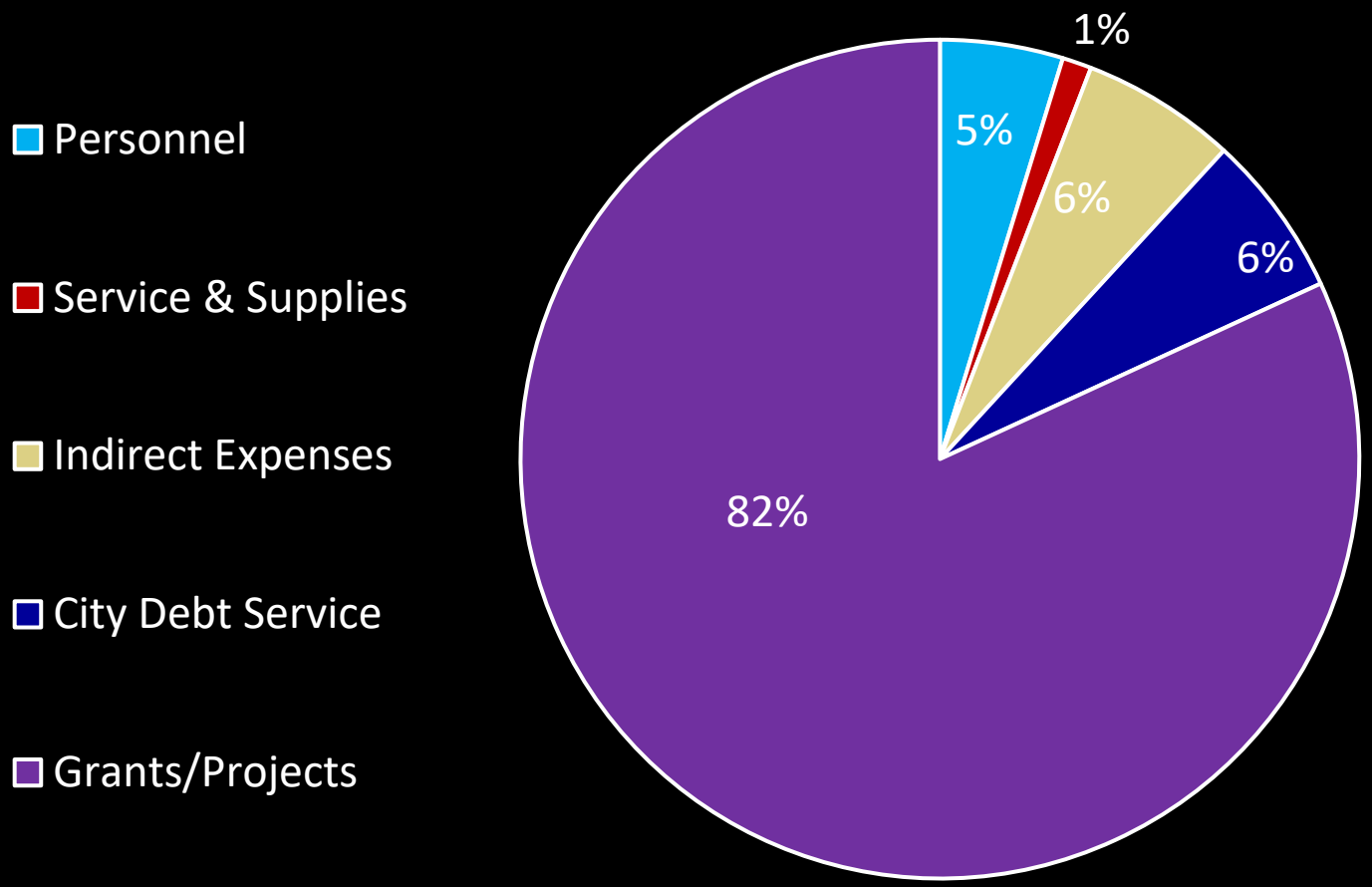
TOMBALL
ECONOMIC DEVELOPMENT CORP.

REVENUES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Beginning Fund Balance	$ 16,683,138	$ 21,574,948	$ 18,579,527	$ 19,860,898	$19,817,794	$ 23,156,574
REVENUE						
Sales Tax	$ 4,168,199	$ 4,064,895	$ 4,408,484	$ 4,100,000	$ 4,900,000	$ 5,100,000
Interest	551,967	426,876	352,381	350,000	370,000	450,000
Grants	5,500	-	16,000	8,000	8,000	
Other - Land Sales/Lease	2,596,223	491,055	913,855	-	1,646,930	
Total Revenue	$ 7,321,889	$ 4,982,826	$ 5,690,719	$ 4,458,000	$ 6,924,930	$ 5,550,000
Total Available Resources	$ 24,005,027	$ 26,557,774	$ 24,270,246	$ 24,318,898	$26,742,723	$ 28,706,574

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Expense Distribution



TOMBALL
ECONOMIC DEVELOPMENT CORP.

EXPENDITURES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Administrative						
Salary & Benefits	$ 368,345	$ 371,126	$ 390,372	$ 458,132	$ 455,282	$ 592,585
Other Personnel Expenditures	$ 52,457	$ 34,472	$ 31,953	$ 77,100	$ 55,750	$ 81,100
Service & Supply Expenditures	$ 73,522	$ 99,053	$ 100,463	$ 128,700	$ 102,300	$ 136,700
Total Administrative Expenditures	$ 494,324	$ 504,651	$ 522,788	$ 663,932	$ 613,332	$ 810,385

TOMBALL
ECONOMIC DEVELOPMENT CORP.

EXPENDITURES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Indirect Economic Development Expenses						
Chamber Guide	$ 8,354	$ 8,354	$ 8,354	$ 8,400	$ 8,354	$ 8,400
Area Street Maps	-		3,875	-	-	4,000
Marketing	63,450	90,768	76,150	100,000	100,000	105,000
Economic Impact Model License	4,174	4,299	4,428	4,565	4,565	4,565
Event Sponsorships	6,212	6,000	24,028	29,000	21,560	29,000
Promotional Items	6,574	6,515	1,160	6,500	6,500	6,500
Printing	4,503	6,915	5,404	6,500	6,500	6,500
Website and GIS	14,620	31,899	36,299	20,000	16,100	25,000
Professional Services	136,770	207,560	191,747	500,000	250,000	500,000
Grow Tomball Initiative	-	-	-	-	-	20,000
Miscellaneous	15,555	70,834	78,182	15,000	(32,000)	15,000
Total Indirect Expenditures	**$ 260,212**	**$ 433,144**	**$ 429,626**	**$ 689,965**	**$ 381,579**	**$ 723,965**

TOMBALL
ECONOMIC DEVELOPMENT CORP.

EXPENDITURES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
City Debt Service						
Southside Sewer Plant (1999 CO-2/15/2019)	$ 188,148					
Utilities Expansion (2002 CO-2/15/2022)	$ 370,000	$ 370,000	$ 370,000	$ 370,000	$ 370,000	-
Business Park Infrastructure (Series 2013)	$ 91,764	$ 533,462	$ 535,663	$ 537,663	$ 537,663	$ 539,463
Medical Complex/Persimmon (Series 2016)	-	$ 222,222	$ 222,222	$ 222,222	$ 222,222	$ 222,222
Total Debt Service	**$ 649,912**	**$ 1,125,684**	**$ 1,127,885**	**$ 1,129,885**	**$ 1,129,885**	**$ 761,685**

TOMBALL
ECONOMIC DEVELOPMENT CORP.

EXPENDITURES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Grants, Loans, & Other						
Project Grants	$ 361,735	$ 219,848	$ 210,108	$ 2,500,000	$ 609,353	$ 2,500,000
Sales Tax Reimbursement Grants (380)	$ 52,312	$ 50,139	$ 50,139	$ 55,000	$ 65,000	$ 70,000
Total	$ 414,047	$ 269,987	$ 260,247	$ 2,555,000	$ 674,353	$2,570,000

TOMBALL
ECONOMIC DEVELOPMENT CORP.

PROJECT GRANTS

TEDC Grant Commitments	$	2,261,166
FY 21 Estimated Payments	$	609,353
Total	**$**	**1,651,813**

City Funding Requests:

• Juergens Park - Louie's Together Playground	$	200,000
• Matheson Park Improvements - General improvements	$	200,000
• South Wastewater Treatment Plant Expansion – Design	$	415,000
• Downtown Improvements – Alley Improvement Project		(new line item created)
Total	$	815,000

Total Project Grants	$	2,466,813

TOMBALL
ECONOMIC DEVELOPMENT CORP.

EXPENDITURES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Grants, Loans, & Other						
Business Improvement Grants-Current Year	$ 73,559	$ 130,891	$ 62,078	$ 350,000	$ 192,000	$ 350,000
Business Improvement Grants-Prior Year	$ 91,000	$ 139,082	$ 67,000	$ 255,850	$ 325,000	$ 250,000
Total	**$ 164,559**	**$ 269,973**	**$ 129,078**	**$ 605,850**	**$ 517,000**	**$ 600,000**

TOMBALL
ECONOMIC DEVELOPMENT CORP.

EXPENDITURES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Grants, Loans, & Other						
Old Town Façade Grants-Current Year	-	$ 54,269	-	$ 250,000	$ 90,000	$ 250,000
Old Town Façade Grants-Prior Year	-	-	$ 38,783	$ 200,000	$ 85,000	$ 100,000
Old Town Projects						$ 600,000
Total		$ 54,269	$ 38,783	$ 450,000	$ 175,000	$ 950,000

TOMBALL ECONOMIC DEVELOPMENT CORP.

EXPENDITURES

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Grants, Loans, & Other						
Property Acquisition	-	$ 5,062,631	$ 2,043,540	$ 2,500,000	-	$ 500,000
South Live Oak Redevelopment	-	-	$ 71,341	$ 4,000,000	-	$ 5,000,000
Business Park Expenses	$ 434,471	$ 248,644	$ 77,781	$ 300,000	$ 95,000	$ 300,000
Total	$ 434,471	$ 5,311,275	$ 2,192,662	$ 6,800,000	$ 95,000	$ 5,800,000

TOMBALL
ECONOMIC DEVELOPMENT CORP.

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted Budget	FY 2022 Year End Projections	FY 2023 Proposed Budget
Beginning Fund Balance						
Total Available Resources	$ 24,005,027	$ 26,557,774	$ 24,270,246	$ 24,318,898	$26,742,723	$ 28,706,574
Total All Expenditures	$ 2,417,525	$ 7,968,983	$ 4,701,069	$ 12,894,631	$ 3,586,149	$ 12,216,035
Revenues Over (Under) Expenditures	$ 4,904,364	$ (2,986,157)	$ 989,650	$ (8,436,631)	$ 3,330,781	$ (6,666,035)
Ending Fund Balance	**$ 21,649,056**	**$ 18,749,898**	**$ 19,570,389**	**$ 11,424,267**	**$23,148,575**	**$ 16,490,540**

TOMBALL
ECONOMIC DEVELOPMENT CORP.

QUESTIONS?

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Approve, on First Reading, Resolution No. 2022-37-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Clearhope Counseling & Wellness Center, LP, to make direct incentives to, or expenditures for, rental assistance for new or expanded enterprise to be located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $6,875.00.

Background:

On August 2, 2022, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Clearhope Counseling & Wellness Center, LP for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approve Resolution No. 2022-37-TEDC on first reading.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: August 15, 2022

SUBJECT: Clearhope Counseling & Wellness Center, LP

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Heather Lambert, Owner of Clearhope Counseling & Wellness Center, for funding assistance through the TEDC's Rental Incentive Program.

Clearhope Counseling & Wellness Center, PC is a group psychotherapy practice that provides counseling services, educational services, and consulting services. According to the request letter, Clearhope accepts all major insurance, including medicaid and medicare.

The proposed location is a 1,250 square foot lease space located within the Bank of America building at 1431 Graham Drive.

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

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of $2,291.67. The proposed grant amount is $6,875.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

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

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 **Clearhope Counseling & Wellness Center, PC** (the "Company"), 6021 Fairmont, Suite 200, Pasadena, Texas 77505

W I T N E S S E T H :

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

WHEREAS, the Company proposes to lease a 1,250 square foot existing office space located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company provides a full range of group psychotherapy and mental health services and proposes to expand its business operations by opening a full-service counseling and wellness center at the Property; and

WHEREAS, the Company proposes to create three (3) full-time jobs in Tomball in conjunction with the new location; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

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to exceed Six Thousand Eight Hundred Seventy-Five Dollars ($6,875.00), in accordance with an established Rental Assistance Incentive; and

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

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

1.

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

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the three (3) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

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4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Six Thousand Eight Hundred Seventy-Five Dollars ($6,875.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

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

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

6.

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

7.

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

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

If to Company: Clearhope Counseling & Wellness Center, PC
6021 Fairmont, Suite 200
Pasadena, Texas 77505
Attn: Heather Lambert, Founding Director

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8.

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

9.

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

10.

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

11.

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

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IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2022 (the "Effective Date").

CLEARHOPE COUNSELING & WELLNESS CENTER, PC

By: _____

Name: Heather Lambert

Title: Founding Director

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

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ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2022, by Heather Lambert, Founding Director of Clearhope Counseling & Wellness Center, PC, 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 _2nd___ day of ___August___ 2022, 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)

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Exhibit "A"

Legal Description of Property

Legal Description: A TRACT OR PARCEL CONTAINING 3.749 ACRES OR 163,311 SQUARE FEET OF LAND SITUATED IN THE J.M. HOOPER SURVEY, ABSTRACT NUMBER (NO.) 375 AND W. HURD SURVEY, ABSTRACT 378, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.7512 ACRE TRACT AS DESCRIBED IN DEED TO GRAHAM ROAD INVESTMENTS, LTD AS RECODED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO V494896, WITH SAID 0.0000 ACRE TRACT BEING MORE PARTICULARLY COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD82):

Headquarters Too, LLC Building

Property Address: 1431 Graham Road, Suite 130, Tomball, TX 77375

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RESOLUTION NO. 2022-37-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 CLEARHOPE COUNSELING & WELLNESS CENTER, LP TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Six Thousand Eight Hundred and Seventy Five Dollars (6,875.00), found by the Board to be required or suitable to promote a new business development by Clearhope Counseling & Wellness Center, LP; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Six Thousand Eight Hundred and Seventy Five Dollars (6,875.00), to Della Casa Pasta LLC in accordance with an economic development agreement by and between the TEDC and Clearhope Counseling & Wellness Center, LP to promote and develop a new or expanded business enterprise, to be located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375.

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

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

PASSED AND APPROVED on first reading this _____ day of _____, 2022.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 2022.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Approve, on First Reading, Resolution No. 2022-38-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Della Casa Pasta LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded enterprise to be located at 1599 Hicks St. Suite 2, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $6,520.00.

Background:

On July 12, 2022, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Della Casa Pasta LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approve Resolution No. 2022-38-TEDC on first reading.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: August 15, 2022

SUBJECT: Della Casa Pasta LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Luisa Obando, Owner of Della Casa Pasta, for funding assistance through the TEDC's Rental Incentive Program for a food manufacturing wholesale company.

Della Casa Pasta was established in Tomball in 2011 and grew out of the Tomball Farmers Market. The company provides wholesale fresh pasta, sauces, lasagna, and more. The company currently operates out of a 2,400 square foot lease space located at 1599 Hicks Street, Suite 2, Tomball, TX.

According to the owner's request letter, the company's growth is necessitating a larger space to accommodate more pasta manufacturing machines, freezers, refrigerated storage and other related equipment. This project includes an expansion into a 1,927 square foot adjacent space that has been vacant for several years. The requested rental incentive would apply only to the expansion area (1,927 sq ft).

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

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of $2,167.87 for the first eleven months and a 3 % increase annually thereafter. The proposed grant amount is $6,520.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

This project does create primary jobs, if approved, it will go to the Tomball City Council for final approval.

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 **Della Casa Pasta** (the "Company"), 1599 Hicks Street, Suite 3, Tomball, TX 77375.

W I T N E S S E T H :

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

WHEREAS, the Company proposes to lease a 1,927 square foot existing retail space located at 1599 Hicks Street, Suite 2, Tomball, Texas 77375 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company, currently manufactures fresh pasta products and proposes to expand its business operations by opening additional space at the Property; and

WHEREAS, the Company also proposes to retain four (4) full-time employees and create three (3) full-time jobs in Tomball in conjunction with the new location and improvements to the Property; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Six Thousand Five Hundred and Twenty Dollars ($6,520.00), to assist in the

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construction of the Improvements and the retention of four (4) employees and the addition of the three (3) new employees at the Property; and

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

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

1.

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

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the three (3) new employees, and obtaining all necessary occupancy permits from the City shall occur within eighteen (18) 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.

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In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Six Thousand Five Hundred Twenty Dollars ($6,520.00), to fund a portion of the cost of the Improvements and the retention of four (4) employees and the addition of the three (3) new employees on the Property. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (c) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) verification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and, (f) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

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

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

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

6.

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

7.

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

DRAFT

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

If to Company: Della Casa Pasta
1599 Hicks Street, Suite 3
Tomball, TX 77375
Attn: Luisa Obando, CEO/Owner

8.

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

9.

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

10.

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

11.

DRAFT

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2022 (the "Effective Date").

DELLA CASA PASTA

By: _____

Name: Luisa Obando

Title: CEO/Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: President, Board of Directors

DRAFT

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 _____ 2022, by Luisa Obando, CEO/Owner of Della Casa Pasta, 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 _____ 2022, 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)

DRAFT

Exhibit "A"

Legal Description of Property

Legal Description:	SUITE 3
	LT 4 BLK 1 1603 HICK
Property Address:	1599 HICKS STREET, SUITE 3, TOMBALL, TX 77375

.

Exhibit "B"

Improvements

Interior build out of kitchen prep space and shipping area. To include freezers, bigger cold storage, and other complementary equipment.

DRAFT

RESOLUTION NO. 2022-38-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 DELLA CASA PASTA LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Six Thousand Five Hundred and Twenty Dollars ($6,520.00), found by the Board to be required or suitable to promote a new business development by Della Casa Pasta LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Six Thousand Five Hundred and Twenty Dollars ($6,520.00) to Della Casa Pasta LLC in accordance with an economic development agreement by and between the TEDC and Della Casa Pasta LLC to promote and develop a new or expanded business enterprise, to be located at 1599 Hicks Street, Suite 2, Tomball, Texas 77375.

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

invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2022.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 2022.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:
Receive Petition and Grant Consent to the Acquisition of Road Powers by Harris County MUD No. 273 to Facilitate the Construction of Roads within the Boundaries of the District

Background:
Angie Lutz, Partner, ABHR, representing Harris County Municipal Utility District No. 273 for the development of the Grand Parkway Town Center, will attend the August 15 Council meeting to present the improved efficiencies available in the development process following the 2021 Texas Legislative session.

Section 54.234 of the Texas Water Code authorizes a MUD to acquire the authority to design, acquire, construct, finance, issue bonds for, operate, maintain, and convey to another governmental entity a road that is a thoroughfare or arterial or collector or any improvement in aid of the road. MUD No. 273 requests the City's consent to the acquisition of road powers by MUD No. 273; upon completion of the project, MUD No. 273 intends to convey the right-of-way for, and the completed construction of the roads to Tomball for ownership, operation and maintenance.

Origination: Allen Boone Humphries Robinson, LLP on behalf of Harris County Municipal Utility District No. 273

Recommendation: Receive petition and grant consent for acquisition of road powers by MUD No. 273

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

Signed	Doris Speer	7-28-2022	Approved by		
	Staff Member	Date		City Manager	Date

ALLEN BOONE HUMPHRIES ROBINSON LLP
ATTORNEYS AT LAW
PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

July 22, 2022

Letter of Transmittal

To: Doris Speer, City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Re: Harris County Municipal Utility District No. 273

Via: US Mail

WE ARE SENDING YOU the following items:

Copies	Date	No.	Description
1	7/15/22		Petition Requesting Consent of The City of Tomball to Harris County MUD No. 273's Application for Road Power Authority
1			Harris County MUD No. 273 Development Plan

THESE ARE TRANSMITTED as checked below:

- [x] For your approval
- [ ] For review and comment
- [x] For your files
- [ ] For execution
- [ ] Per your request
- [ ] For execution and notarization

Remarks: Please see the attached documents that were submitted to the City Manager. If you have any questions, please feel free to give me a call.

SIGNED:

Angie Lutz
Attorney for the District
alutz@abhr.com
713-860-6470

1039643

PETITION REQUESTING CONSENT OF
THE CITY OF TOMBALL
TO HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273's
APPLICATION FOR ROAD POWER AUTHORITY

STATE OF TEXAS §
§
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

The Board of Directors of Harris County Municipal Utility District No. 273 (hereinafter, the "District"), pursuant to the provisions of Section 54.234, Texas Water Code, as amended, hereby respectfully petitions the City of Tomball, Texas (the "City"), requesting the City's consent to the District's acquisition of road powers, and would show the following:

ARTICLE I

The District was duly created by the Texas Commission on Environmental Quality (the "TCEQ") on June 23, 1986, and is authorized to operate under Chapter 54, Texas Water Code, upon a Petition filed by the owners of land within the boundaries of the District.

ARTICLE II

Section 54.234, Texas Water Code, authorizes a district to acquire the authority to design, acquire, construct, finance, issue bonds for, operate, maintain, and convey to another governmental entity a road that is a thoroughfare or arterial or collector or any improvement in aid of the road. The Board of Directors of the District is pursuing its acquisition of road powers to facilitate the construction of roads within the boundaries of the District. The District intends to convey the right of way for, and the completed construction of the roads to the City for ownership, operation, and maintenance.

ARTICLE III

Section 54.016, Water Code, provides that consent of a city is required when land within a District is within a city's corporate boundaries or extraterritorial jurisdiction for creation of, annexation by, and other grants of new authority for a district.

ARTICLE IV

At the meeting of the Board of Directors at which the Resolution to the TCEQ was approved and its submittal to the TCEQ was authorized, the Board of Directors also

authorized this Petition to the City for its consent to the District's acquisition of road powers.

WHEREFORE, the District's Board of Directors prays that this Petition be considered at the next regular meeting of the City of Tomball, and that the City grant the Petition and enter an Order Consenting to the District's acquisition of road powers, pursuant to Section 54.234, Texas Water Code.

RESPECTFULLY SUBMITTED this 15th day of July, 2022.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273

By: Mark Day
Name: Mark Day
Title: President

ATTEST:

By: Margaret Gallagher
Name: Margaret Gallagher
Title: Secretary

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273

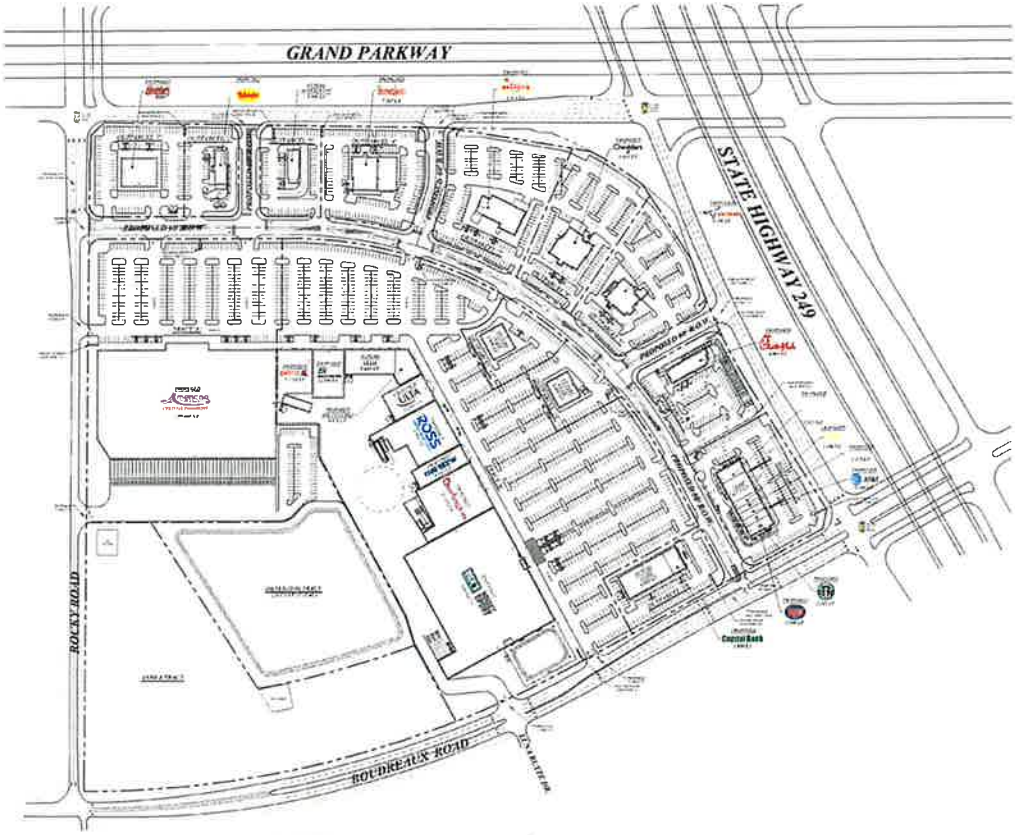
DEVELOPMENT SYNOPSIS

MAJOR LEASE SHOPPING CENTER TRACTS

TRACT #	LAND AREA		BUILDING AREA	PARKING PROVIDED	PARKING RATIO / 1000	DENSITY %
	SQ.FT.	(ACRES)				
TOTAL						

The Site Plan is prepared solely for the purpose of identifying the approximate location and size of the buildings presently contemplated within the Shopping Center. Subject to the requirements and limitations and any other provisions and terms contained in the Lease, building sizes and dimensions, exterior, planting and entranceway locations are subject to change as permitted thereunder. Except as otherwise expressly provided in the Lease, the identification of any other existing or proposed tenants or occupants, as well as the designation of any building names, in the discussion for the same, are for informational purposes only, shall not constitute any agreement or statement on the part of Landlord as to the future use of, occupancy of any such building space, and shall remain subject to change at Landlord's discretion.

DEVELOPMENT SYNOPSIS LAST UPDATED: SP1.0 | DATE: 09.29.22



SITE PLAN

GRAND PARKWAY TOWN CENTER

PRELIMINARY STUDY

NWC OF GRAND PARKWAY & STATE HIGHWAY 249
TOMBALL, TEXAS

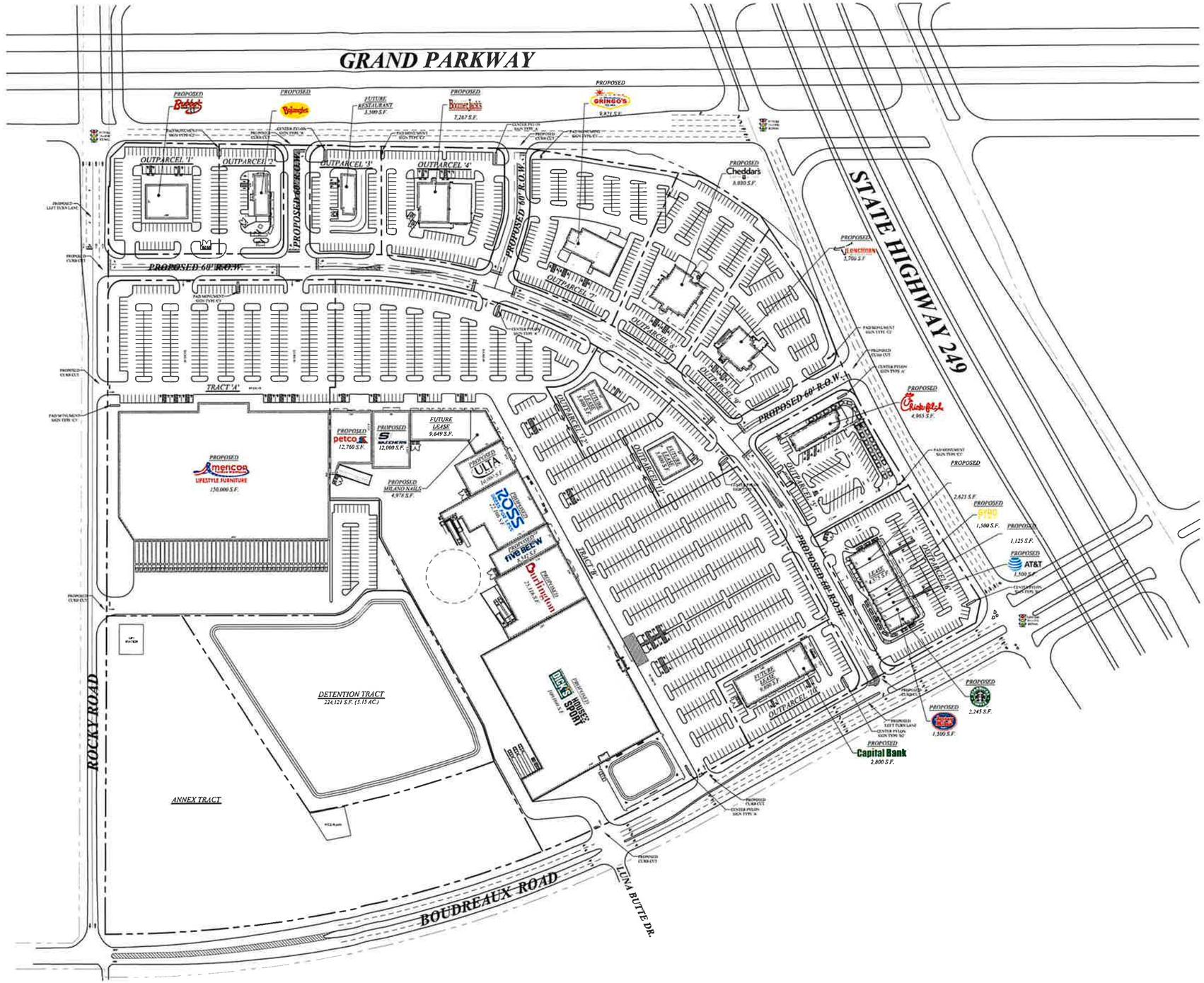
DEVELOPMENT SYNOPSIS

MAJOR LEASE SHOPPING CENTER TRACTS

TRACT #	LAND AREA (S.F.)	LAND AREA (ACRES)	BUILDING AREA	PARKING PROVIDED	PARKING RATIO / 1000	DENSITY %
TRACT 'A'	437,705	10.05	150,000	383	2.55	34 27
TRACT 'B'	830,576	19.07	214,000	938	4.38	25 77
OUTPARCEL '1'	65,328	1.50	8,000	117	14.63	12 25
OUTPARCEL '2'	37,541	0.86	2,300	36	15.65	6 13
OUTPARCEL '3'	41,882	0.96	3,250	61	18.77	7 76
OUTPARCEL '4'	73,619	1.69	7,267	122	16.79	9 87
OUTPARCEL '5'	67,526	1.55	4,965	74	14.90	7 35
OUTPARCEL '6'	91,405	2.10	15,126	130	8.59	16 55
OUTPARCEL '7'	98,344	2.26	9,821	148	15.07	9 99
OUTPARCEL '8'	86,494	1.99	8,030	147	18.31	9 28
OUTPARCEL '9'	86,676	1.99	5,700	134	23.51	6 58
OUTPARCEL '10'	51,722	1.19	12,600	69	5.48	24 36
OUTPARCEL '11'	34,049	0.78	5,600	38	6.79	16 45
OUTPARCEL '12'	38,448	0.88	5,600	47	8.39	14 57
SUBTOTAL	2,041,315	46.86	452,259	2,444	5.40	22 16
DETENTION	224,121	5.15				
ANNEX TRACT	395,356	9.08				
R.O.W.	186,062	4.27				
R.O.W. TAKING	11,648	0.27				
TOTAL	2,858,503	65.62				

This Site Plan is presented solely for the purpose of identifying the approximate location and size of the buildings presently contemplated within the Shopping Center. Subject to the limitations, conditions and any other restrictions expressly provided for in the Lease, building sizes, site dimensions, access, parking and landscaping areas are subject to change at Landlord's discretion. Except as otherwise expressly provided in the Lease, the identities of any other existing or proposed tenants or occupants, as well as the designation of any building space to be occupied by the same, are for information purposes only, shall not constitute any agreement or covenant on the part of Landlord as to the future use or occupancy of any such building space, and shall remain subject to change at Landlord's discretion.

DEVELOPMENT SYNOPSIS LAST UPDATED: SP150 | DATE: 06.28.22



SITE PLAN

GRAND PARKWAY TOWN CENTER

SP-150 | 133 | 06.28.22

PRELIMINARY STUDY

SWC OF GRAND PARKWAY & STATE HIGHWAY 249
TOMBALL, TEXAS

NewQuest PROPERTIES
8827 W. Sam Houston Pa
Suite 200 | Houston, Texa
281.477.4300 www.newq

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to consider the advisability of the creation of Public Improvement District to make certain improvements over certain property located within the City (Proposed Public Improvement District 14, Seven Oaks).

Background:

It is requested that City Council hold a Public Hearing on August 15 to approve the advisability of the proposed Public Improvement District 14, Seven Oaks.

Origination: Community Development Department

Recommendation:

Staff recommends conducting the Public Hearing for PID 14, Seven Oaks.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by _____

Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS

MONDAY, AUGUST 15, 2022

6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY OF TOMBALL, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF TOMBALL.

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Tomball, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended "the "Act"), will hold a public hearing at 6:00 p.m. on August 15, 2022, in the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 for the purpose of considering the establishment by the City of a public improvement district to be located within the city limits of the City.

In accordance with the Act, the City Council has received a petition (the "Petition") from certain property owners within the city limits of the City (the "Petitioners"), that requests the establishment of a public improvement district (the "PID"). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 401 Market Street, Tomball, Texas 77375. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) the acquisition, construction or improvement of water, wastewater or drainage facilities or improvement; (ii) acquiring, constructing, improving, widening, narrowing, closing or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting and signs; (vi) projects similar to those listed in subsections (i) - (v) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement; and; (ix) payment of expenses incurred in the establishment, administration and operation of the District, including the costs of financing the public improvements listed above.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is $9,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the

Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

BOUNDARIES OF THE PROPOSED PID: 19.34 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the north side of Holderrieth Rd., and .598 miles west of the Holderrieth Rd. and Hufsmith-Kohrville Rd. intersection. **A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.**

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF TOMBALL, TEXAS

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Consideration to approve Resolution Number 2022-27, a Resolution of the City Council of the City of Tomball, Texas authorizing and creating the Seven Oaks Public Improvement District in the City of Tomball, Harris County, Texas, in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters, and Providing an Effective Date.

Background:

HMH Tomball Townhomes, LLC. is pursuing to develop a 19.34 acre residential development located on the north side of Holderrieth Road, and 0.598 miles west of the Holderrieth and Hufsmith-Kohrville intersection. As part of the development, HMH Tomball Townhomes, LLC. desires to establish a Public Improvement District.

Resolution Number 2022-19 was authorized on July 18, 2022 calling for the public hearing to consider the advisability of the proposed Public Improvement District. Staff worked with the developer and Bond Counsel to create the Development Agreement outlining the specifications and requirements of the development.

Resolution Number 2022-27 authorizes and creates Public Improvement District Number 14 – Seven Oaks with respect to the development of the property specified in the Development Agreement.

Origination: Community Development Department

Recommendation:

Staff recommends adopting Resolution Number 2022-27, authorizing and creating Seven Oaks Public Improvement District Number 14.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

RESOLUTION NO. 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND CREATING THE SEVEN OAKS PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * *

WHEREAS, the City of Tomball, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district (*"PID"*) within its corporate limits; and

WHEREAS, the City received a petition (the "*Petition*") from the owner of approximately 19.34 acres within the corporate limits of the City (the "*Petitioner*"), submitted and filed with the City Secretary of the City a petition requesting the establishment of a PID to be known as the Seven Oaks Public Improvement District (the "*District*") within the corporate limits of the City, such District to include the property described in Exhibit "A" (the "*Property*"), attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on July 18, 2022, the City Council accepted the Petition and called a public hearing for August 15, 2022 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on July 27, 2022; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on August 15,2022; and

WHEREAS, on August 15, 2022 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and any evidence and testimony presented at the public hearing on August 15, 2022, hereby finds and declares:

(a) *Advisability of the Proposed Improvements*. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include(i) the acquisition, construction or improvement of water, wastewater or drainage facilities or improvement; (ii) acquiring, constructing, improving, widening, narrowing, closing or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting and signs; (vi) projects similar to those listed in subsections (i) - (v) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement; and; (ix) payment of expenses incurred in the establishment, administration and operation of the District, including the costs of financing the public improvements listed above.

(c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is $9,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID The remaining costs of the proposed improvements will be paid from sources other than those described above.

(d) *Boundaries of the District*. 19.34 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the north side of Holderrieth Rd., and .598 miles west of the Holderrieth Rd. and Hufsmith-Kohrville Rd. intersection. A metes and bounds description is available for inspection at the offices of the City Secretary. The boundaries of the District are set forth in Exhibits "A" attached hereto.

(e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

(f) *Apportionment of Cost Between the District and the City*. The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

(g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Seven Oaks Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 6. That this Resolution shall take effect in accordance with the Act.

SECTION 7. That the City's staff is directed to file this Resolution in the real property records of Harris County within seven (7) days of its approval by City Council.

DULY RESOLVED by the City Council of the City of Tomball, Texas, on the 15th day of August, 2022.

Lori Klein Quinn
Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §

COUNTIES OF HARRIS AND MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn, Mayor of the City of Tomball, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

Property Description

EXHIBIT "A"

Being a 19.34 acre (842,341 square foot) tract of land situated in the C. Pillot survey, Abstract No. 632 City of Tomball of Harris County, Texas and being the remainder of a called 5.0000 acre tract of land as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under Harris County Clerk's File Number (H.C.C.F. No.) N337110, all of a called 2.0000 acre tract of land as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under H.C.C.F. No. N325685 and the remainder of a called 22.1454 acre tract as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under H.C.C.F. No. M269425, said 19.34 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas coordinate system of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the north right-of-Way line of Holderrieth Road as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

BEGINNING at a 5/8-Inch iron rod with cap stamped "GORRONDONA & ASSOC." found for the southwest corner of the herein described tract, lying on the north right-of-way line of Holderrieth Road (80 feet wide), said point being the northwest corner of a called 0.3104 acre tract (Parcel 23) as described in an instrument to Harris County recorded under H.C.C.F. No. RP-2021-276721 for the widening of said Holderrieth Road, same being the northeast corner of a called 0.2073 acre tract (Parcel 21B) as described in an instrument to Harris County recorded under H.C.C.F. No. RP-2021-358152, from which a 5/8-inch iron rod with cap stamped "EE COON" bears S 21°13' E, 20.75 feet, found for the southwest corner of said 22.1454 acre tract and the southeast corner of a called 21.361 acre tract as described in an instrument to Frank Leon Denina and wife Alma Ruth Denina recorded under H.C.C.F. No. E712621, Thence, N 21°13'03" W, along and with the common line of said 21.361 acre tract and said 22.1454 acre tract, at a distance of 1,216.08 feet passing a 2-Inch iron pipe found for the southwest corner of said 2.0000 acre tract and continuing for a total distance of 1,442.32 feet to a 1/2-Inch iron rod inside a 5-Inch metal pipe found for the northwest corner of the herein described tract and the southwest corner of a called 2.5 acre tract as described in an instrument to Gurprit Singh and Jaspreet Bains recorded under H.C.C.F. No. RP-2018-252717;

THENCE, N 69°48'38" E, along and with the southerly line of said 2.5 acre tract, a distance of 476.61 feet to a 1/2-Inch iron pipe with cap stamped "BGE INC" set for the northeast corner of the herein described tract and the southeast corner of said 2.5 acre tract, lying on the east line of said 22.1454 acre tract, same being the west line of a called 12.73942 acre tract as describe in an instrument to C & C Properties, Inc. recorded under H.C.C.F. No. L894620;

THENCE, S 28°04'44" E, along and with the common line of said 22.1454 acre tract and said 12.73942 acre tract, a distance of 1,547.71 feet to a 1/2-Inch iron pipe with cap stamped "BGE INC" set for the southeast corner of the herein described tract and the northeast corner of said 0.3104 acre tract (Parcel 23), lying on the north right-of-way line of said Holderrieth Road, from which a 5/8-Inch iron rod with cap stamped "EE COON" bears S 25°56' E, 20.9 feet, found for the common south corner of said 22.1454 acre tract and said 12.73942 acre tract;

THENCE, S 77°37'17" W, along and with the north right-of-way line of said Holderrieth Road, same being the north line of said 0.3104 acre tract (Parcel 23), a distance of 669.39 feet to the POINT OF BEGINNING and containing 19.34 acres (842,341 square feet) of land, more or less.

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City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Consideration to approve Resolution Number 2022-35, a Resolution of the City Council of the City of Tomball, Texas approving a Development Agreement relating to the Seven Oaks Public Improvement District (PID 14).

Background:

HMH Tomball Townhomes, LLC. is pursuing to develop a 19.34 acre residential development located on the north side of Holderrieth Road, and 0.598 miles west of the intersection of Holderrieth and Hufsmith-Kohrville. As part of the development, HMH Tomball Townhomes, LLC. desires to establish a Public Improvement District.

Following consideration and approval for the creation of the Public Improvement District for Seven Oaks a Development Agreement is needed to outline the terms and agreement for the approved PID. Resolution Number 2022-35 approves the Development Agreement between the City and HMH Tomball Townhomes, LLC. with respect to the development of the property, the public improvements and the levy of assessments in the PID.

Origination: Community Development Department

Recommendation:

Staff recommends adopting Resolution Number 2022-35, approving a Development Agreement with HMH Tomball Townhomes, LLC.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING A DEVELOPMENT AGREEMENT RELATING TO THE SEVEN OAKS PUBLIC IMPROVEMENT DISTRICT.

* * * * * * * * *

WHEREAS, HMH Tomball Townhomes, LLC., a Texas corporation (the "Developer") owns and plans to acquire and develop, in phases, approximately 19.34 acres of real property within the City (the "Property"); and

WHEREAS, the City of Tomball, Texas (the "City") wishes to incentivize the development of the Property and encourage and support economic and housing development within the City through the financing of certain public infrastructure (the "Public Improvements") within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district (the "PID") coterminous with the boundaries of the Property in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, the City and the Developer desire to enter into a development agreement (the "Development Agreement" that sets forth the agreement between the parties with respect to development of the Property, the Public Improvements and the levy of assessments in the PID; **NOW, THEREFORE**

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

SECTION 1. The recitals set forth in the preamble of this Resolution are true and correct in all material respects.

SECTION 2. The City Council of the City approves the Development Agreement by and between the City and the Developer in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the City Manager, and the City Manager is hereby authorized to execute such Development Agreement and the City Secretary may attest such signature.

SECTION 3. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND RESOLVED this 15th day of August 2022.

Lori Klein-Quinn
Mayor

ATTEST:

Doris Speer
City Secretary

SEVEN OAKS

DEVELOPMENT AGREEMENT

BETWEEN

HMH TOMBALL TOWNHOMES, LLC

AND

THE CITY OF TOMBALL, TEXAS

Dated: _____ 2022

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SEVEN OAKS
DEVELOPMENT AGREEMENT

This Seven Oaks Development Agreement (this "**Agreement**"), dated as of _____, 2022 (the "**Effective Date**"), (subject to termination as provided in Article 11) is entered into between HMH Tomball Townhomes, LLC. a Texas limited liability company (the "**Developer**"), and the City of Tomball Texas (the "**City**"), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean to sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council of the City of Tomball, Texas (the "City Council"); and

WHEREAS the Developer has acquired for development, approximately 19.34 acres of real property described in Exhibit A attached hereto (the "Property") within the corporate limits of the City as a single-family residential/townhome development, in accordance with the applicable City Regulations (the "Project"); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the "Public Improvements" as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the "PID") in accordance with Chapter 372 Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt Service and Assessment Plans ("SAP") (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to a Service and Assessment Plan, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of $9,000,000 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Actual Costs" is defined in the Service and Assessment Plan.

"Affiliates" of HMH Tomball Townhomes, LLC. means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

"Agreement" has the meaning stated in the first paragraph of this Agreement.

"Amenities" means the amenities to be constructed by the Developer and owned by the Developer or the HOA, as set forth in the PD, PID Petition and in Exhibit K.

"Annual Installments" means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

"Applicable Law" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

"Appraisal" means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., "as-complete") and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

"Assessment Ordinance" means one or more of the City's ordinances approving a SAP and levying Assessments on the benefitted Property within the PID.

"Assessments" means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

"City" means the City of Tomball, Texas.

"City Regulations" mean provisions of the City's Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the approved Planned Development.

"City Representative" means the City Manager or designee which may include a third party inspector or representative.

"Closing Disbursement Request" means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit G.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

"Completion of Construction" shall mean that the City has with respect to applicable Public Improvements accepted the respective Public Improvements and confirmed that Final Completion has been reached with respect to such Public Improvements.

"Completed Lots" means Fully Developed and Improved Lots for which (i) water, sanitary sewer, drainage and roads have been extended, and (ii) the City has authorized that a building permit may be obtained for construction on each lot.

"Concept Plan" means the concept plan attached hereto as Exhibit J.

"Construction Agreements" mean the contracts for the construction of the Public Improvements.

"Cost Overruns" means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

"Cost Underruns" means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

"Delinquent Collection Costs" shall be defined in the SAP(s).

"Developer" means HMH Tomball Townhomes, LLC, a Texas limited liability company, its successors and permitted assigns.

"Development" means the Seven Oaks Development, a residential development to be developed and constructed on the Property pursuant to the City Regulations.

"Development Standards" means those standards set forth in Exhibit D.

"Effective Date" means the date set forth in the first paragraph of this Agreement which shall be the earliest date on which (i) the Developer has executed this Agreement and (ii) the Agreement is approved by City Council in open session.

"End Buyer" means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

"Estimated Build Out Value" means the estimated value of an assessed property with fully constructed buildings, as provided by the Developer and confirmed by the City by considering such factors as density, lot size, estimated square footage of the homes to be built, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

"Final Completion" means as the point in the construction of the project when the City determines that the project is 100% completed, including punch list work.

"Final Lot Value" means the developed lot values established by an Appraisal.

"Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics where shut-down of residential construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its

obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

"Fully Developed and Improved Lot" means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Harris County, Texas.

"Governmental Authority" means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

"HOA" is defined in Section 10.01.

"HOA Maintenance Agreement" is defined in Section 10.01

"HOA Maintained Improvements" is defined in Section 10.01.

"Home or Property Buyer Disclosure Program" means the disclosure program, as set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

"Indenture(s)" means the applicable indenture of trust pursuant to which PID Bonds are issued.

"Impact Fees" means all utility or drainage impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

"Indenture(s)" means the applicable trust indenture pursuant to which PID Bonds are issued.

"Landscape Regulations" means those regulations and standards for landscaping as contained in the PD or PID Petition.

"Landowner Consent" means a consent executed by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments, in form attached hereto as Exhibit F.

"Lot" means a parcel of land zoned for single family residential with attached townhome use and final platted for such use.

"Net Bond Proceeds" means the proceeds of the PID Bonds issued pursuant to Sections 3.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

"Operator" means the operating entity for the Laguna.

"Parties" or "Party" means the City and the Developer as parties to this Agreement.

"Payment Certificate" means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

"PD" or "PD Zoning" means the Planned Development Zoning District Ordinance No. 2021-17 approved by the City on June 21, 2021, as may be amended pursuant to City Regulations.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bond Proceeds" means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

"PID Bonds" means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the reimbursement of the Public Improvement Project Costs.

"PID" means the Seven Oaks Public Improvement District.

"PID Petition" means that certain Petition submitted to the City by the Developer requesting the creating of a public improvement district pursuant to Chapter 372, Texas Local Government Code, as amended, including all documents attached to the PID Petition at the time of submittal, as set forth in Exhibit I.

"Plans and Specifications" means the plans and specifications for Public Improvements approved by the City.

"Private Improvements" means these horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed to get to a Final Lot Value.

"Professional Services Agreement" means that certain agreement between the City and the Developer dated [August 15, 2022] pursuant to which the Developer shall pay certain City costs with respect to the Development and PID financing.

"Project Fund" means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

"Property" means approximately 19.34 acres of real property located within the City described in Exhibit A.

"Public Improvement Financing Date" means the date the City levies Assessments on the Property, such date to be no later than [May 1, 2023] which date may be extended by written agreement of the Parties.

"Public Improvement Project Costs" means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible "project costs," as defined in the PID Act.

"Public Improvements" means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit C.

"Public Improvement Completion Date" means a date that is no later than eighteen (18) months after Commencement of Construction for the Public Improvements to be reimbursed by the PID Bonds. Such date may be extended by two six (6) month extensions that may be granted by the City Manager upon request of the Developer.

"Reimbursement Agreement(s)" means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

"Reimbursement Cap" means the amount of $9,000,000.

"Service and Assessment Plan" or "SAP" means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

"Trustee" means the trustee under the Indenture.

"Waiver of Liens" means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

ARTICLE II

THE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the

construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

(i) Up to 141 single-family residential attached townhomes; and.

(ii) Amenities set forth in Exhibit K and in the PID Petition as approved by City Council.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Development Regulations, the Concept Plan and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

(d) The Developer shall construct or cause to be constructed, the Amenities as set forth in Exhibit K and in the PID Petition and such Amenities shall not be owned by the City and shall not be paid or reimbursed as a Public Improvement Project Cost.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of the PID that in total, encompasses the the Property by submitting a petition to the City that contain a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition shall also allow for the City's levy of Assessments for maintenance purposes and for administration of the PID. Upon receipt and acceptance of such petition, the City shall hold a public hearing to consider the creation of the PID in accordance with the PID Act. Developer has previously entered into professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to levy Assessments on the Property and thereafter authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the single-family portion of the Property) up to an aggregate principal amount of $9,000,000 to pay for or reimburse the Public Improvements Project Costs. The Public Improvements to be constructed and reimbursed in connection with the PID Bonds are detailed in Exhibit C, which may be amended from time to time, and in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to reimburse the Public Improvement Project Costs. Notwithstanding anything in this Agreement, the issuance of PID Bonds and the levy of Assessments is a discretionary governmental action by the City Council and subject to the City's approval and the issuance of PID Bonds is also subject to market conditions at the time of issuance. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments.

(b) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(c) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The date of the levy of Assessments is on or before the Public Improvement Financing Date.

(ii) The total maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed $9,000,000.

(iii) The maximum "tax rate" for the Lots in the PID [for the projected annual assessment shall be no greater than $0.72] per $100 of assessed value at the time of the levy of the Assessment on each Lot based on the Estimated Build Out Value of each Lot; such rate limit for each Lot as determined at the time of the levy of the Assessments applies on an individual assessed parcel basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan.

(iv) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for is at least 3:1 at the time of the issuance of PID Bonds; such values shall be confirmed by appraisal from licensed MAI appraiser.

(v) The Developer or its Affiliates, or another entity that has purchased a portion of the Property for development shall own all property within the PID prior to the levy of Assessments, or have otherwise complied with Section 3.04 herein. The City shall

not levy Assessments without a recorded consent to the creation of the PID and the levy of Assessments from each property owner within the area to be assessed by the City.

(vi) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(vii) The Public Improvements to be reimbursed from the proceeds of the PID Bonds must have reached Completion of Construction.

(viii) Fifty percent (50%) of the single-family attached townhomes to be constructed on the Property have been fully completed and certificates of occupancy issued prior to the issuance of any PID Bonds

(ix) The total assessment value to lien ratio must be at least 3:1 at the time of the levy of assessments.

(x) The City shall have reviewed and approved the HOA covenants, conditions and restrictions prior to filing, and the covenants, conditions and restrictions for the HOA have been filed in the Harris County Property Records with respect to the the Property. The HOA Maintenance Agreement must be approved and executed.

(d) In no event shall the Developer be paid and/or reimbursed from PID Bond Proceeds, or Assessment revenues for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinance on or before the Public Improvement Financing Date. The Assessments, if levied, shall be levied and a reimbursement agreement entered into, prior to the City's acceptance of the Public Improvements, subject to the City Council's discretion. At the time of such levy, the City intends to enter into a Reimbursement Agreement with the Developer. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Harris County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 3.04. Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within the PID shall occur prior to the City's levy of Assessments in the PID unless the Developer (i) has notified the City sixty (60) days in advance of such sale and (ii) provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV

DEVELOPMENT

Section 4.01. Full Compliance with City Standards.

Development and use of the Property by Developer and its Affiliates, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the then current applicable City Regulations, the Development Standards and with the Concept Plan.

Section 4.02. Development Standards and Planned Development. As consideration for the City's obligations under this Agreement and in consideration for the reimbursement of the Public Improvement Project Costs, the Developer agrees that its development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations, the Development Standards attached hereto as Exhibit D, the Concept Plan attached hereto as Exhibit J and the PD attached as Exhibit B. Any material changes (as determined by the City) to the PD, the Concept Plan or the Development Standards attached hereto must be approved by the City. Upon approval by the City of an updated PD, Concept Plan or Development Standards, this Agreement shall be deemed amended to include such approved updated PD.

Section 4.03. Property Acquisition. With the exception of the acquisition of easement rights as set forth in Article VI hereof, the Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. The City agrees to allow Developer the use of any City easements, rights of way or owned property as is reasonably necessary for the construction and installation of the Public Improvements. If the Developer is unable to obtain such third-party rights-of-way, consents, or easements, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity), at Developer's cost, through the use of the City's power of eminent domain. Developer shall be responsible for funding

all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees actually incurred by the City in the exercise of its eminent domain powers, such costs to be paid by the Developer.

Section 4.04. Conflicts. In the event of any conflict between this Agreement and any City Regulation, the City Regulations shall control.

Section 4.05. Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations, the Concept Plan, the Development Standards and the PID and may require a prepayment of Assessments as set forth in the applicable SAP.

ARTICLE V

DEVELOPMENT CHARGES

Section 5.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 5.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements and any other improvements requiring City review, according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 5.03. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.04. Park Fees. The Developer shall comply with all requirements for parkland or open space dedication requirements or fees in lieu of as well as any park development fees as set forth in the City Regulations.

Section 5.05. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection, including re-inspection fees, if required.

Section 5.06. Impact Fees. All impact fees associated with the Development shall be paid pursuant to the City Regulations.

ARTICLE VI

[RESERVED]

ARTICLE VII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 7.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations, the Development Standards, the Concept Plan and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations, including the City Regulations, regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements at 100% of the items on the performance bond. Performance bonds must be at 120% of proposed public improvements, including storm water management, public utility extensions, roadways, detention ponds, and erosion control.

(d) Upon Completion of Construction of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the "all bills paid" affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Engineer. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company's

authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations, the Development Standards and Applicable Law. The Public Improvements within each Phase shall reach Completion of Construction by the Public Improvement Completion Date.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights (which may be an easement) necessary for the construction, operation, and maintenance of the road, water, drainage, and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 7.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

CITY OF TOMBALL, TEXAS ("CITY") SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S ACTS, INCLUDING NEGLIGENCE, WHETHER

SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT

The Developer or its designee shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be (i) paid by the Developer or caused to be paid by the Developer, and reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement or (ii) paid from the proceeds of PID Bonds issued to pay the Public Improvement Project Costs.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law, the Development Standards and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements described in this Agreement. The City shall have no

liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 7.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 7.04. Joint Cooperation; Access for Planning and Development.

During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 7.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 7.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 7.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the exercise of reasonable judgment, the City Representative shall review the title report using their normal and customary review process for an easement and shall only object to matters in the title report if they would do so for any other easement granted directly to the City or to be obtained by the City for a public improvement. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 7.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement by plat or separate instrument to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 7.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such

person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor. Such schedule shall be updated monthly and submitted to the City.

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any scheduled construction meetings as set forth in the construction contracts for the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and the City shall pay for any damage repair from funds on hand from the Developer pursuant to the Professional Services Agreement, as such funds are available, or from other funds of the City. If the City pays for such damage repair from other City funds, the Developer shall reimburse or cause the general contractor to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 7.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit C, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP or the Project and Financing Plan. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer shall be responsible for such excess costs and such excess costs shall not be reimbursed by the City. The City shall only reimburse the Public Improvement Project Costs in the amounts set forth in the applicable SAP. The estimated costs of the Public Improvements as set forth in the PID Petition shall not be exceeded.

Section 7.11. City Police Powers.

The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 7.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be

fully discharged prior to the earlier of (i) the date of acceptance of the applicable Public Improvement by the City of the related Public Improvement or (ii) 180 days.

Section 7.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 7.14. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the standard City inspection fees.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 7.15. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the

City as allowed by Applicable Law. The Public Improvements are not to be exempt from State or City sales tax.

ARTICLE VIII

PAYMENT OF PUBLIC IMPROVEMENTS

Section 8.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the Public Improvement Project Costs will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement from Assessments of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be reimbursed solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or from Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the Reimbursement Cap.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 8.02. Remaining Funds after Completion of a Public Improvement.

The Service and Assessment Plan shall be updated or amended, as applicable, such that the costs of the Public Improvements in the SAP match the costs set forth in the applicable construction contracts; provided that such adjustment of the SAP does not affect the benefit analysis. Then, the

Completion of Construction of a Public Improvement and reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to reimburse Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements and provided that all Public Improvements, as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in a PID Phase as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Underruns from that category may be released to reimburse for Overruns in another improvement category, as approved by the City.

Section 8.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from (i) PID Bond Proceeds or from (ii) Assessments collected in the PID as set forth in 8.04 below. The Developer shall submit a Payment Certificate to the City for Public Improvement Project Costs. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Development Standards, the Concept Plan and Applicable Law, and compliance with the applicable SAP and Plans and Specifications within fifteen (15) business days of receipt from the Developer. After review, the City shall send notice to the Developer of what is approved in each Payment Certificate and what is denied and will notify Developer of additional documentation needed. Approved costs in a Payment Certificate shall be forwarded for payment in a timely manner and the City will work with the Developer to resolve amounts not approved in each Payment Certificate.

(b) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit C and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(c) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 8.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The reimbursement for costs of the Public Improvements set forth in Exhibit C and in the Service and Assessments Plan shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 8.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 2 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any

agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 9.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is Texas corporation validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

ARTICLE X

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 10.01. Mandatory Home Owners' Association.

(a) The Developer will create a mandatory homeowners' association ("HOA") over the portion of the Property then being developed as single-family residential with attached townhomes ("the "Single Family Property"), which HOA, through its conditions and restrictions filed of record in the property records of Harris County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the "HOA Maintained Improvements"). Maintenance of any HOA Maintained Improvements on land owned by the City shall be pursuant to a maintenance agreement between the HOA and the City (the "HOA Maintenance Agreement").

(b) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(c) Covenants, conditions and restrictions for the HOA must be filed and the HOA Maintenance Agreement, if any, must be approved and executed before any Assessments are levied by the City.

ARTICLE XI

TERMINATION EVENTS

Section 11.01. Developer Termination Events.

(a) The Developer may terminate this Agreement, (i) upon an Event of Default by the City, or (ii) if the City does not enter into a Reimbursement Agreement or levy assessments by the Public Improvement Financing Date.

Section 11.02. City Termination Events.

(a) The City may terminate this Agreement for each Phase if the City determines both (i) not to issue PID Bonds by the Public Improvement Financing Date, and (ii) not to levy Assessments and enter into a Reimbursement Agreement Development by the Public Improvement Financing Date.

(b) The City may terminate this Agreement and any Reimbursement Agreement upon an uncured Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement, and any Reimbursement Agreement, at any time if the Public Improvements do not reach Public Improvement Completion Date, as may have been extended pursuant to the term of this Agreement.

Section 11.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, with the exception of any of Developer's Public Improvement Project Costs that were previously advanced or incurred as of the date of termination, provided that a Payment Certificate for such Public Improvement Project Costs is submitted within ninety (90) days of the termination and is approved by the City pursuant to its normal and usual process for approving such Payment Certificate. The City must approve such Payment Certificate within thirty (30) days or submit to the Developer its objections/issues with such Payment Certificate and reasonably consult with the Developer to cure any insufficiencies in the Payment Certificate within an additional thirty (30) days.

Section 11.04. City Actions Upon Termination.

Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XII

TERM

This Agreement shall terminate upon the earlier of: (i) the final maturity date of any PID Bonds issued by the City, (ii) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction of the Public Improvements and payment of or reimbursement for the Public Improvement Project Costs pursuant to this Agreement (up to the Reimbursement Cap), (iii) an Event of Default under Article XIII, or (iv) the occurrence of a termination event under Article XI. Notwithstanding the above, the provisions of Article VII of this Agreement shall survive termination.

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ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01. Developer Default.

Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 13.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 13.01(f) above). Except with respect to cure periods set forth in 13.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 13.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out

of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the Developer to the City.

Section 13.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

(b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.06. No Waiver of Immunity.

(a) Nothing contained in this Agreement shall be deemed to waive the City's governmental immunity nor the official immunity of any City offer, official, employee or agent.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived is any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in such suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 13.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 13.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XIV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 14.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of

$500,000 Per Occurrence or a limit equal to the amount of the contract amount, $2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 14.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 14.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as

additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 14.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 14.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 14.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS,

EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE XV

GENERAL PROVISIONS

Section 15.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	City Manager 401 Market Street Tomball, TX 77375
With a copy to:	Attn: City Attorney Olson & Olson, LLP 2727 Allen Parkway, Suite 600 Houston, TX 77019
To the Developer:	Attn: Chet Wignall History Maker Homes 7906 N. Sam Houston Parkway West, Suite 102 Houston, Texas 77064
With a copy to:	Attn: Timothy Green c/o Coats Rose, P.C. 9 Greenway Plaza, Suite 1000 Houston, Texas 77046

Section 15.02. Make-Whole Provision.

(a) If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City's financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently $10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

(b) If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued

by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

Section 15.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to execute any consent with respect to assignment to an Affiliate nor shall the City be required to make any representations with respect to any assignment. The City shall be notified of any assignment of this agreement sixty (60) days in advance of the effective date of any such assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written notice to the lender. A lender is not a party to this Agreement unless this

Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property, except an en-user homeowner, shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 15.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 15.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 15.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 15.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 15.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 15.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 15.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 15.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or

obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 15.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 15.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 15.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 15.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 15.16. No Consent to Third Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.17. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 15.18. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 15.19. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments or approval of a Reimbursement Agreement.

Section 15.20. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds.

Section 15.21. Recording Fees.

Any fees associated with the recording of documents in the real property records of Harris County in order to give initial notice of the Assessments or made pursuant to the Act, shall be paid by the Developer. Ongoing recording in the real property records of Harris County of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

Section 15.22. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 15.23. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 15.24. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15.25. Petroleum.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 15.26. Firearms.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an

existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 15.27. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF TOMBALL

By: _____

Name: _____

Title: City Manager

ATTEST:

_____
City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

HMH TOMBALL TOWNHOMES, LLC.

By:_____

Name: Michael J Pizzitola

Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Michael J. Pizzitola,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the Vice-President and duly authorized representative of HMH Tomball Townhomes, LLC a Texas limited liability company, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

EXHIBIT A

PROPERTY DESCRIPTION

Being a 19.34 acre (842,341 square foot) tract of land situated in the C. Pillot survey, Abstract No. 632 City of Tomball of Harris County, Texas and being the remainder of a called 5.0000 acre tract of land as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under Harris County Clerk's File Number (H.C.C.F. No.) N337110, all of a called 2.0000 acre tract of land as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under H.C.C.F. No. N325685 and the remainder of a called 22.1454 acre tract as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under H.C.C.F. No. M269425, said 19.34 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas coordinate system of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the north right-of-Way line of Holderrieth Road as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

BEGINNING at a 5/8-Inch iron rod with cap stamped "GORRONDONA & ASSOC." found for the southwest corner of the herein described tract, lying on the north right-of-way line of Holderrieth Road (80(feet wide), said point being the northwest corner of a called 0.3104 acre tract (Parcel 23) as described in an instrument to Harris County recorded under H.C.C.F. No. RP-2021-276721 for the widening of said Holderrieth Road, same being the northeast corner of a called 0.2073 acre tract (Parcel 21B) as described in an instrument to Harris County recorded under H.C.C.F. No. RP-2021-358152, from which a 5/8-inch iron rod with cap stamped "EE COON" bears S 21°13' E, 20.75 feet, found for the southwest corner of said 22.1454 acre tract and the southeast corner of a called 21.361 acre tract as described in an instrument to Frank Leon Denina and wife Alma Ruth Denina recorded under H.C.C.F. No. E712621, Thence, N 21°13'03" W, along and with the common line of said 21.361 acre tract and said 22.1454 acre tract, at a distance of 1,216.08 feet passing a 2-Inch iron pipe found for the southwest corner of said 2.0000 acre tract and continuing for a total distance of 1,442.32 feet to a 1/2-Inch iron rod inside a 5-Inch metal pipe found for the northwest corner of the herein described tract and the southwest corner of a called 2.5 acre tract as described in an instrument to Gurprit Singh and Jaspreet Bains recorded under H.C.C.F. No. RP-2018-252717;

THENCE, N 69°48'38" E, along and with the southerly line of said 2.5 acre tract, a distance of 476.61 feet to a 1/2-Inch iron pipe with cap stamped "BGE INC" set for the northeast corner of the herein described tract and the southeast corner of said 2.5 acre tract, lying on the east line of said 22.1454 acre tract, same being the west line of a called 12.73942 acre tract as describe in an instrument to C & C Properties, Inc. recorded under H.C.C.F. No. L894620;

THENCE, S 28°04'44" E, along and with the common line of said 22.1454 acre tract and said 12.73942 acre tract, a distance of 1,547.71 feet to a 1/2-Inch iron pipe with cap stamped "BGE INC" set for the southeast corner of the herein described tract and the northeast corner of said 0.3104 acre tract (Parcel 23), lying on the north right-of-way line of said Holderrieth Road, from which a 5/8-Inch iron rod with cap stamped "EE COON" bears S 25°56' E, 20.9 feet, found for the common south corner of said 22.1454 acre tract and said 12.73942 acre tract;

THENCE, S 77°37'17" W, along and with the north right-of-way line of said Holderrieth Road, same being the north line of said 0.3104 acre tract (Parcel 23), a distance of 669.39 feet to the POINT OF BEGINNING and containing 19.34 acres (842,341 square feet) of land, more or less.

006394.000008\4865-0975-1837.v1

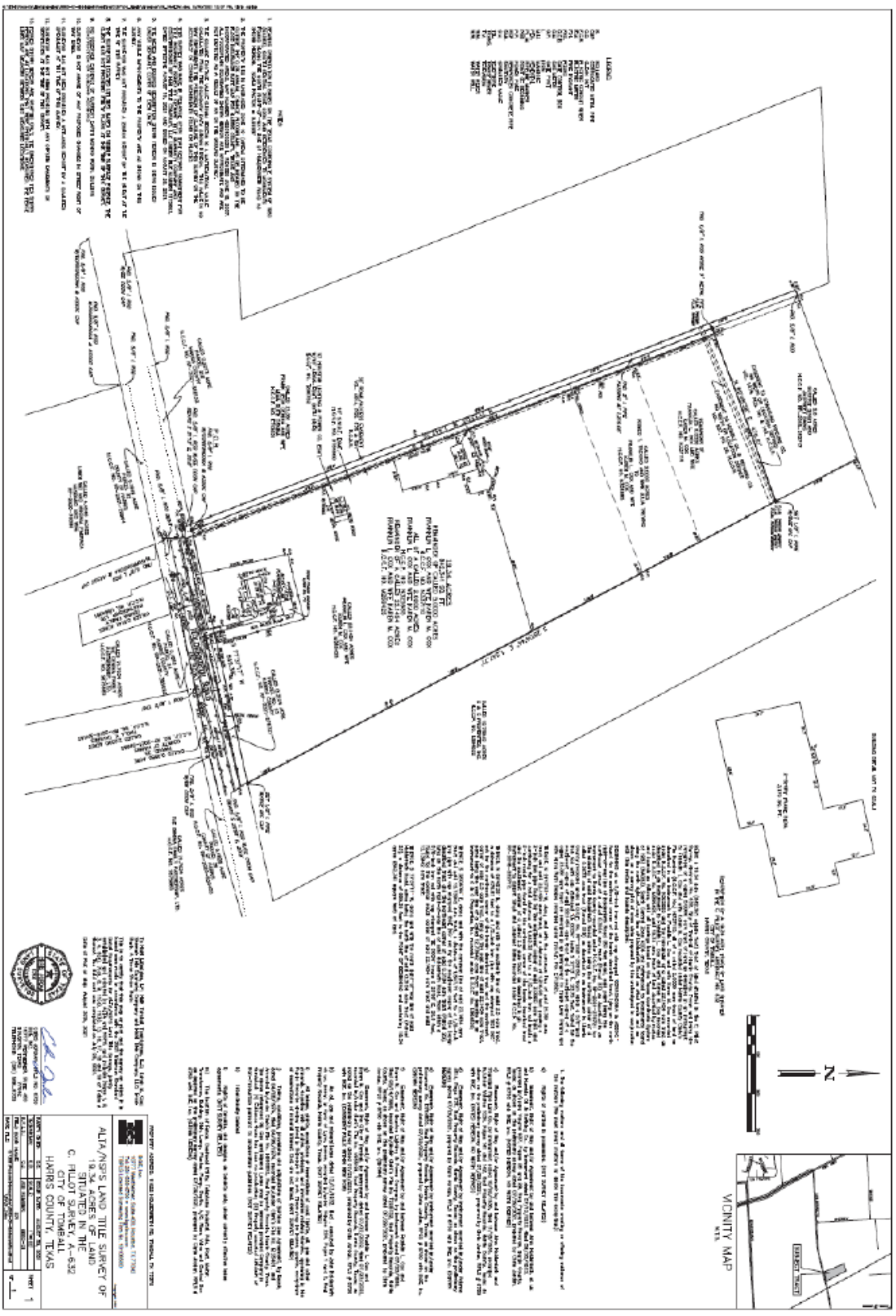

ALTA/NSPS LAND TITLE SURVEY OF
19.34 ACRES OF LAND
SITUATED IN THE
C. ALLOT SURVEY, A-632
CITY OF TOMBALL
HARRIS COUNTY, TEXAS
VICINITY MAP

Exhibit A

EXHIBIT B

PLANNED DEVELOPMENT ORDINANCE

ORDINANCE NO. 2021-17

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 19.65 ACRES OF LAND LEGALLY DESCRIBED AS TRACTS 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) AND TRACT 14H-4 ABSTRACT 632 C N PILLOT, FROM THE SINGLE-FAMILY 20 ESTATE DISTRICT TO THE PLANNED DEVELOPMENT (PD-17) DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED ON THE NORTH SIDE OF HOLDERRIETH ROAD AT 11922 HOLDERRIETH ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

Whereas, HistoryMaker Homes has requested that approximately 19.65 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, generally located north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of the Planned Development (PD-17) District; and

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Single-Family 20 Estate District to the Planned Development (PD-17) District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Planned Development (PD-17) District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Planned Development (PD-17) District as described above.

Section 5. The Planned Development (PD-17) shall be subject to the following limitations, restrictions and covenants:

A. Compliance with the Application, Regulations and Concept Plan. The granting of the Planned Development (PD-17) District shall be conditioned upon the proposed improvements and lands uses being located, constructed and conducted upon the Property in substantial compliance with the application for the Planned Development District (Exhibit "A"), Planned Development Regulations (Exhibit "B") and concept plan (Exhibit "C") made a part hereof for all purposes.
B. The proposed walking path adjacent to the retention pond shall include lighting for the safety of the pedestrians;
C. The perimeter of the development shall be screened with a fence.

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF JUNE 2021.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN KLEIN QUINN	AYE

SECOND READING:

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

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN KLEIN QUINN	AYE

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"
Application for Planned Development

RECEIVED (KC)
05/20/2021 3:06:46 PM

Revised 5/19/15
P&Z #P21-257

APPLICATION FOR PLANNED DEVELOPMENT

Community Development Department
Planning Division

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

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

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

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

Applicant
Name: BGE, Inc. (Contact: Andrew Lang) Title: Planner
Mailing Address: 10777 Westheimer Road, Ste. #400 City: Houston State: TX
Zip: 77042
Phone: (281) 558-8700 Fax: (281) 558-9701 Email: alang@bgeinc.com

Owner
Name: Karen M. Cox Title: _____
Mailing Address: 11922 Holderrieth Road City: Tomball State: TX
Zip: 77375
Phone: (281) 451-6080 Fax: (____) _____ Email: kmc821@yahoo.com

Engineer/Surveyor (if applicable)
Name: BGE, Inc. (Contact: Bill Kotlan) Title: Director
Mailing Address: 1450 Lake Robbins Drive, Ste. #310 City: The Woodlands State: TX
Zip: 77380
Phone: (281) 210-5570 Fax: (281) 210-0141 Email: bkotlan@bgeinc.com

Description of Proposed Project: Townhome Development - Fee Simple for Sale

Physical Location of Property: 1/2 Mile west of intersection of Holderrieth Road and Huffsmith-Kohrville Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS-14H, 14H1, 14H-1A, 14H-1B, 14H-2, 14H-3, & 14H-4 Abst. 632 CN Pillot

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

HCAD Identification Number: 0440580000104 & 0440580000266 Acreage: 19.65 Ac.

Current Use of Property: Rural Residential

Proposed Use of Property: Townhome Development - SFR Fee Simple for Sale

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X _____ 5/18/2021
Signature of Applicant **Date**

X Karen M. Cox 5/18/2021
Signature of Owner **Date**

EXHIBIT A

EXHIBIT "A"

BEING 19.6454 acres out of the West 22.1454 acres of land in the C. N. Pillot Survey, Abstract 632, Harris County, Texas and being out of that certain 34.7173 acre tract of land described in deed dated August 9, 1979 and recorded under Harris County Clerk's File No. G196478, Official Public Records of Real Property, Harris County, Texas; said 19.6454 acres being more particularly described as follows:

COMMENCING at a point marking Southeast corner of said 34.7173 acre tract at the intersection of the North line of Holderrieth Road (60 feet wide) the West line of the Burlington Rock Island Railroad (100 feet wide);

THENCE South 80° 02' 34" West, 311.39 feet along the North line of said Holderrieth Road to a 5/8 inch iron rod found marking Southeast corner of said 22.1454 acre tract and the PLACE OF BEGINNING for herein described tract;

THENCE South 80° 02' 34" West, 671.45 feet in the North line of said Holderrieth Road to a 1/2 inch iron rod with a 3/4 inch iron pipe found marking the Southwest corner of said 22.1454 acres, and a 30 feet wide road easement;

THENCE North 18° 38' 19" West, 1463.65 feet along the center line of said road easement to a 1/2 inch iron rod set for the Northwest corner for herein described tract;

THENCE North 72° 23' 22" East, with the South line of a 2.5000 acre tract, part of said 22.1454 acre tract, 476.54 feet to a 1/2 inch iron rod set for corner;

THENCE South 25° 30' 00" East, with the Northeast line of said 22.1454 acre tract, 1567.68 feet to the PLACE OF BEGINNING containing 19.6454 acres of land.

HOLDERRIETH ROAD

PARCEL No. 23
METES AND BOUNDS DESCRIPTION
13,519 SQUARE FEET
(0.3104 ACRES)
C.N. PILLOT SURVEY, ABSTRACT No. 632
HARRIS COUNTY, TEXAS
Page 1 of 2

Being a 0.3104 acre tract of land situated in the C.N. Pillot Survey, Abstract No. 632, Harris County, Texas, said 0.3104 acre tract of land being a portion of a 22.1454 acre tract of land (by deed) deeded to Franklin L. Cox, Et Ux as recorded in Clerk's File No. M269425 of the Official Public Records of Real Property of Harris County, Texas, said 0.3104 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING (N=13,952,357.860, E=3,044,040.175) at a 5/8 inch iron rod with cap stamped "E.E. Coon" found for the southwest corner of said 22.1454 acre tract of land, said 5/8 inch iron rod with cap stamped "E.E. Coon" being the southeast corner of a 21.361 acre tract of land (by deed) deeded to Frank Leon Denina, Et Ux as recorded in Clerk's File No. E712621 of said Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "E.E. Coon" also being in the existing northerly right-of-way line of Holderrieth Road (a variable width right-of-way);

THENCE, North 21 degrees 06 minutes 31 seconds West, with the westerly line of said 22.1454 acre tract of land and with the easterly line of said 21.361 acre tract of land, a distance of 20.64 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the proposed northerly right-of-way line of said Holderrieth Road;

THENCE, North 77 degrees 37 minutes 37 seconds East, with the proposed northerly right-of-way line of said Holderrieth Road, a distance of 668.55 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the easterly line of said 22.1454 acre tract of land;

THENCE, South 27 degrees 58 minutes 12 seconds East, with the easterly line of said 22.1454 acre tract of land, a distance of 20.73 feet to a 5/8 inch iron rod with cap stamped "E.E. Coon" found for the southeast corner of said 22.1454 acre tract of land, said 5/8 inch iron rod with cap stamped "E.E. Coon" being in the southerly line of a 34.7173 acre tract of land (by deed) deeded to Trumix Concrete Company as recorded in Clerk's File No. G196478 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "E.E. Coon" also being in the existing northerly right-of-way line of said Holderrieth Road, from which a 3/4 inch iron rod found for reference bears North 40 degrees 13 minutes 46 seconds West, a distance of 0.56 feet;

THENCE, South 77 degrees 35 minutes 25 seconds West, with the southerly line of said 24.1454 acre tract of land and with the existing northerly right-of-way line of said Holderrieth Road, a distance of 670.99 feet to the **POINT OF BEGINNING** and containing 13,519 square feet or 0.3104 acres of land, more or less.

Notes:

(1) This legal description is issued in conjunction with and based on the route survey by Gorrondona & Associates, Inc. Last certified December 14, 2018. Reference is hereby made to that survey as Part 1 of 2.

(2) ROW markers along proposed line are a 5/8 inch iron rod set with cap stamped "GORRONDONA" unless otherwise noted.

(3) All bearings are referenced to the Texas Coordinate System, NAD-83, The South Central Zone 4204, all coordinates, distances and areas shown are surface values utilizing a surface scale factor of 1.000058726.



James M. Ewing
Registered Professional Land Surveyor
Texas Registration No. 4892
Texas Firm No. 10106902

EXHIBIT C

HISTORYMAKER HOMES
est 1949

May 18, 2021

City of Tomball
Community Development Department – Planning Division
501 James Street
Tomball, Texas 77375

Re: Application for rezoning of +/- 19.33 acres located at 11922 Holderrieth Rd.

To whom it may concern,

HistoryMaker Homes is currently under contract to purchase +/- 19.33 acres at 11922 Holderrieth Rd., which is located near the northwest corner of the intersection of Holderrieth Rd. and the Burlington – Rock Island rail line, approximately 1.4 miles east of SH 249.

This property sits between new and existing Single-Family communities to the west and the railroad and new Business and Technology Park immediately to the east. As such, we believe that a higher density residential product is an ideal fit for this transitional location – a natural link between detached Single-Family and Light Industrial land uses.

HistoryMaker desires to introduce our attached, alley-served townhome product, which would require Planned Development Zoning. This is a for-sale product that comes in 3-pack, 4-pack, 5-pack and 6-pack building configurations, which will be thoughtfully placed within the site to promote a diverse and appealing street scene. This alley-served product provides an aesthetic advantage over traditional density product – so often overburdened by the garage on a front-loaded elevation.

Please review the attached materials for more information. Thank you for your consideration.

Sincerely,

Nicole C. Zimmermann
Director, Land Acquisition & Development
HistoryMaker Homes

7906 N. Sam Houston Parkway W., Suite 102 | Houston, TX | 77064 | 832.648.1300 | www.historymaker.com

COX TRACT
PLANNED DEVELOPMENT DISTRICT

May 19, 2021

A. Introduction

1. Description of the Property

The subject property consists of 19.65 acres and is located in south Tomball at the southernmost portion of the city limits, along the north side of Holderrieth Road. The legal description of the property in shown on **Exhibit "A"**.

2. Description of Proposed Development

The proposed development will consist of single-family residential attached townhomes to be sold as fee simple lots and will include a mix of three-unit, four-unit, five-unit, and six-unit townhomes. All homes will have public street frontage with vehicular access provided by private alleys. This will allow for an enhanced streetscape and pedestrian environment. In addition, all yards and common areas will be maintained by the Homeowner's Association (HOA) which will ensure that the high-quality appearance of the community will be preserved. **Exhibit "B"** illustrates the proposed conceptual plan for the tract.

3. Description of the Area

The site is located west of the intersection of Huffsmith-Kohrville Road and Holderrieth Road, in an area that is beginning to experience significant development with the Tomball Business and Technology Park and Alexander Estates single family residential community currently under construction. The properties immediately to the north and east of the tract are currently undeveloped. The property to the west is currently being used for single family residential purposes.

4. Purpose

The purpose of the Planned Development is to allow for new or innovative concepts in land utilization not permitted in other zoning districts. In this case, the proposed district will allow for the development of a unique single-family residential housing option for the community.

5. Comprehensive Plan

The proposed PD is consistent with the goals established by the Comprehensive plan by providing a high-quality development that:

- Provides a wider range of residential options to meet the "life-cycle" housing needs of current and future Tomball residents.
- Provides quality design and long-term sustainability of newer residential areas.

- Provides a continued emphasis on Tomball's housing quality and options as a fundamental economic development advantage and benefit for current and prospective residents.

6. Applicability

To be eligible for a PD, a property must be at least four (4) acres in size. The subject tract consists of 19.65 acres.

B. Zoning and Land Use

1. Existing Zoning

The property is currently zoned as "Single Family 20 Estate District" (SF-20-E).

The City's Future Land Use Plan identifies the site as "Corridor Commercial".

The property is entirely within the Tomball Independent School District.

2. Permitted Use(s)

Single Family Attached Townhomes.

C. Design Standards

1. Height Regulations

Maximum Height: Main Buildings – Three (3) stories, not to exceed forty-five (45) feet.

Maximum Height: Accessory Buildings – One (1) story, not to exceed fifteen (15) feet.

2. Area Regulations

Minimum lot area: 1,800 square feet

Minimum lot width: Twenty (20) feet

Minimum lot depth: Eighty (80) feet

3. Size of Yard Regulations

Minimum Front Yard: Ten (10) Feet

Minimum Side Yard: Zero (0) feet for internal (attached) units. Five (5) feet for corner units.

Minimum Rear Yard: Fifteen (15) feet. The minimum rear yard where lots back on a designated arterial street shall not be less than twenty-five (25) feet. However, lots backing up to a twenty (20) foot alley shall have a ten (10) foot minimum rear yard.

4. **Landscape Buffers**

   There shall be a minimum 25-foot-wide landscape buffer along Holderrieth Road.

5. **Landscaping Requirements**

   Per section 50-113 of the Tomball Code of Ordinances.

6. **Parking Requirements**

   Per section 50-112 of the Tomball Code of Ordinances.

7. **Screening, Buffering, and Fencing Requirements**

   Per section 50-115 of the Tomball Code of Ordinances.

8. **Building Requirements**

   Minimum Building Separation –Ten (10) feet for buildings with or without openings

9. **Lot Requirements**

   Maximum lot coverage within the district shall be seventy-five (75) percent combined for main buildings and accessory buildings.

   Minimum floor area per dwelling unit for the district shall be one-thousand four-hundred (1,400) square feet of heated and/or air-conditioned floor area per unit.

10. **Additional Requirements**

    Maximum Dwelling Units per Acre: 20
    Public Rights-Of-Way serving single-family residential uses within the district shall be permitted to be a minimum of fifty (50) feet wide.
    Private Alleys providing vehicular access to single-family residential uses within the district shall be permitted and shall be a minimum of twenty (20) feet wide.
    Building length: Buildings shall not exceed one hundred fifty (150) feet in length

D. Exhibits

a. Metes and Bounds Description
b. Conceptual Plan
c. Letter of Intent
d. Product Renderings

Exhibit "C"

Concept Plan

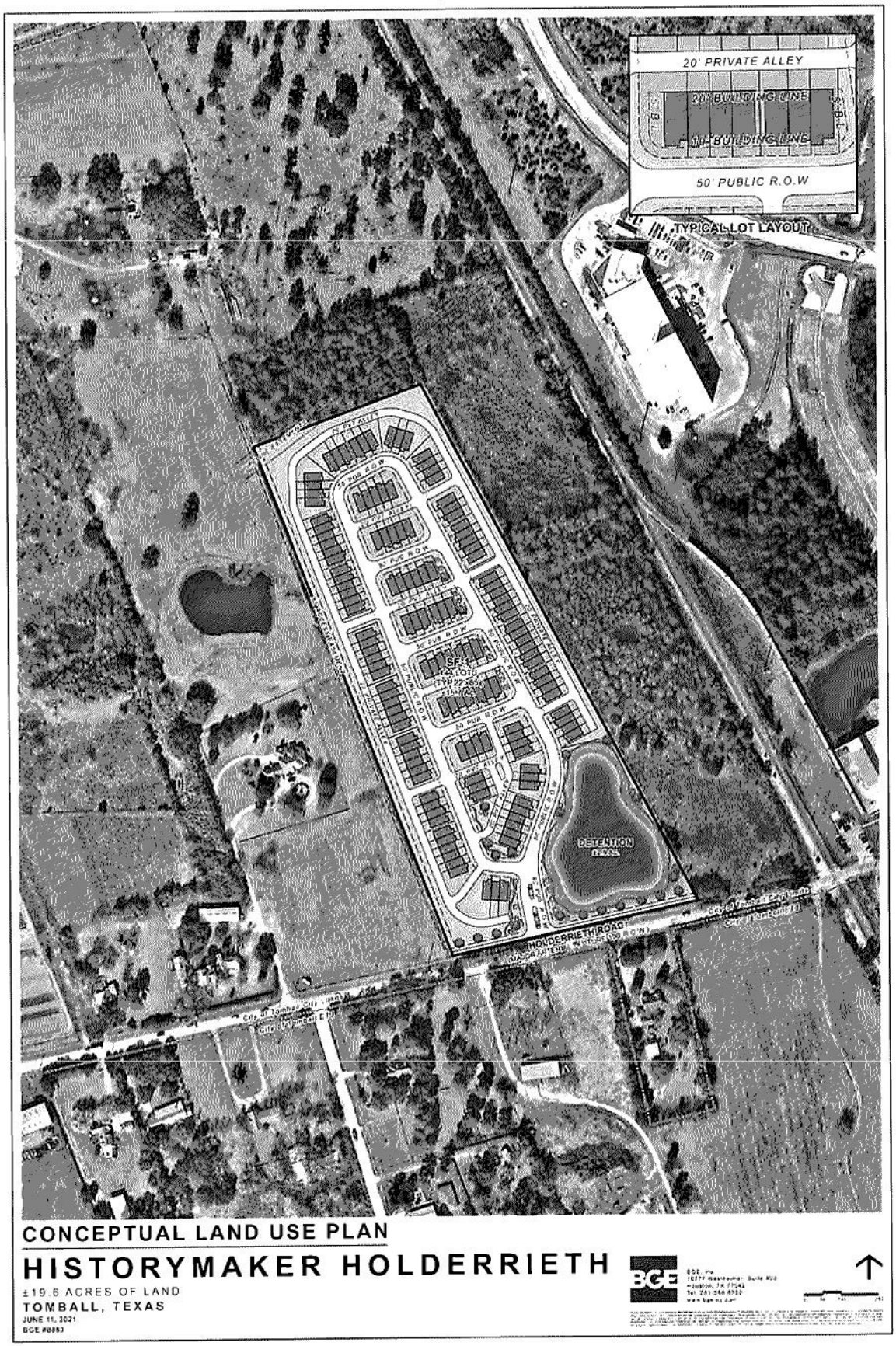


Exhibit B

EXHIBIT C

PUBLIC IMPROVEMENTS AND PROJECT COSTS

The Projects listed and their costs are estimates and final projects and costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

Accounts	Public Improvements eligible for PID reimbursement
Engineering Design	$ 428,599
Geotechnical Services	$ 122,645
Erosion Control	$ 52,249
Sanitary Sewer	$ 2,917,263
Paving	$ 1,102,345
OS Paving	$ 33,639
Landscape	$ 722,480
TOTAL	$ 5,379,220

EXHIBIT D

RESERVED

EXHIBIT E

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, an _____, as the landowner (the "Landowner") who collectively hold record title to all property located within the [_____ Public Improvement District] (the "PID") created by the City of _____ pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated _____, 202_, including the Service and Assessment Plan and Assessment Rolls attached thereto (the "Assessment Ordinance"). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE]

Landowner hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.

2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.

3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.

4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;

5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).

6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.

7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.

10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.

11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.

12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.

13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.

14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.

15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 202_.

_____
an _____

By:

By:

By: _____
Name:
Its

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, as, _____ of CHTA Development, Inc. a Texas corporation on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT F

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of _____, Texas, Special Assessment Revenue Bonds, Series 20__ (_____ Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, LLC an Arizona limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

from _____, N.A., (the "Trustee"), in the amount of _____ ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the _____ Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the _____ Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____,
LLC, an _____ limited liability company

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account
$_____	$_____

CITY OF TOMBALL, TEXAS

By:_____

Name: _____

Title: _____

Date: _____

EXHIBIT G

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, LP, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the _____ Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

c. X amount to Person or Account Y for Z goods or services.

d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, LLC, an _____ limited liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account
$_____	$_____

CITY OF TOMBALL, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

EXHIBIT H

HOME BUYER DISCLOSURE PROGRAM

The Developer of _____ Public Improvement district (the "PID") shall record notice of the PID in the appropriate land records for the Property. The Developer shall require in its contracts with builders within the PID that the builders provide notice to prospective homebuyers in accordance with the following minimum requirements:

2. Attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer and provide to the City.

4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

6. If the homebuilders estimate monthly ownership costs, they must include special assessments in estimated property taxes.

7. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows

EXHIBIT I

PID PETITION

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF TOMBALL, TEXAS

COMES NOW, HMH Tomball Townhomes, LLC, a Texas limited liability company ("Petitioner"), the owner of a parcel or parcels of taxable real property, who hereby petition the City of Tomball, Texas ("City"), to conduct a hearing on this Petition, and to create a Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code, as amended, to be known as "Seven Oaks Public Improvement District" (the "District"). In support of the same, Owner would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit "A" attached hereto and incorporated by reference herein. All of such land is located in the corporate limits of the City or its extraterritorial jurisdiction.

II.

The general nature of the proposed improvements (the "Improvements") are: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of expenses incurred in the establishment, administration, and operation of the District, including the costs of financing the public improvements listed above.

III.

The estimated total cost of the proposed Authorized Improvements together with bond issuance cost, eligible legal and financial fees, eligible credit enhancement costs and eligible cost incurred in the establishment, administration and operation of the District is $9,000,000, plus the annual costs of supplemental services, if any. The City will pay no cost of the Authorized Improvements or supplemental services from funds other than assessments levied on property within the District.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then

the installments must be paid in amounts necessary to meet annual costs for those public Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The person or entity signing this Petition request the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

VIII.

The Petitioner proposes that the District be established and managed without the creation of an advisory board.

IX.

Notwithstanding that the total acreage within the proposed District is less than fifty (50) acres, Petitioner is requesting that the City reimburse Petitioner for the cost of the Improvements.

X

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

XI.

This Petition will be filed with the City Secretary, City of Tomball, Texas.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED, on this the 27th day of ~~May~~ April, 2022.

PETITIONER:

HMH Tomball Townhomes, LLC, a Texas limited liability company

By: _____
Name: Michael J. Pizzitola, Jr.
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 27th, 2022, by Michael J. Pizzitola, Jr., Vice President of HMH Tomball Townhomes, LLC, a Texas limited liability company, on behalf of said company.

FLORENCE DIANE WIEDERHOLD
Notary Public, State of Texas
Comm. Expires 11-10-2023
Notary ID 2573584

Florence Diane Wiederhold
Notary Public, State of Texas

006394.000008\4865-0975-1837.v1

EXHIBIT "A"

Being a 19.34 acre (842,341 square foot) tract of land situated in the C. Pillot survey, Abstract No. 632 City of Tomball of Harris County, Texas and being the remainder of a called 5.0000 acre tract of land as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under Harris County Clerk's File Number (H.C.C.F. No.) N337110, all of a called 2.0000 acre tract of land as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under H.C.C.F. No. N325685 and the remainder of a called 22.1454 acre tract as described in an instrument to Franklin L. Cox and wife Karen M. Cox recorded under H.C.C.F. No. M269425, said 19.34 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas coordinate system of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the north right-of-Way line of Holderrieth Road as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

BEGINNING at a 5/8-Inch iron rod with cap stamped "GORRONDONA & ASSOC." found for the southwest corner of the herein described tract, lying on the north right-of-way line of Holderrieth Road (80 feet wide), said point being the northwest corner of a called 0.3104 acre tract (Parcel 23) as described in an instrument to Harris County recorded under H.C.C.F. No. RP-2021-276721 for the widening of said Holderrieth Road, same being the northeast corner of a called 0.2073 acre tract (Parcel 21B) as described in an instrument to Harris County recorded under H.C.C.F. No. RP-2021-358152, from which a 5/8-inch iron rod with cap stamped "EE COON" bears S 21°13' E, 20.75 feet, found for the southwest corner of said 22.1454 acre tract and the southeast corner of a called 21.361 acre tract as described in an instrument to Frank Leon Denina and wife Alma Ruth Denina recorded under H.C.C.F. No. E712621, Thence, N 21°13'03" W, along and with the common line of said 21.361 acre tract and said 22.1454 acre tract, at a distance of 1,216.08 feet passing a 2-Inch iron pipe found for the southwest corner of said 2.0000 acre tract and continuing for a total distance of 1,442.32 feet to a 1/2-Inch iron rod inside a 5-Inch metal pipe found for the northwest corner of the herein described tract and the southwest corner of a called 2.5 acre tract as described in an instrument to Gurprit Singh and Jaspreet Bains recorded under H.C.C.F. No. RP-2018-252717;

THENCE, N 69°48'38" E, along and with the southerly line of said 2.5 acre tract, a distance of 476.61 feet to a 1/2-Inch iron pipe with cap stamped "BGE INC" set for the northeast corner of the herein described tract and the southeast corner of said 2.5 acre tract, lying on the east line of said 22.1454 acre tract, same being the west line of a called 12.73942 acre tract as describe in an instrument to C & C Properties, Inc. recorded under H.C.C.F. No. L894620;

THENCE, S 28°04'44" E, along and with the common line of said 22.1454 acre tract and said 12.73942 acre tract, a distance of 1,547.71 feet to a 1/2-Inch iron pipe with cap stamped "BGE INC" set for the southeast corner of the herein described tract and the northeast corner of said 0.3104 acre tract (Parcel 23), lying on the north right-of-way line of said Holderrieth Road, from which a 5/8-Inch iron rod with cap stamped "EE COON" bears S 25°56' E, 20.9 feet, found for the common south corner of said 22.1454 acre tract and said 12.73942 acre tract;

THENCE, S 77°37'17" W, along and with the north right-of-way line of said Holderrieth Road, same being the north line of said 0.3104 acre tract (Parcel 23), a distance of 669.39 feet to the POINT OF BEGINNING and containing 19.34 acres (842,341 square feet) of land, more or less.

006394.000008\4865-0975-1837.v1

VICINITY MAP
SABEL TRAIL
ALTA/NSPS LAND TITLE SURVEY OF
19.34 ACRES OF LAND
SITUATED IN THE
C. PILLOT SURVEY, A-632
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Exhibit I

i. A completed City of Tomball PID Application Form (Exhibit A);

CITY OF TOMBALL
PUBLIC IMPROVEMENT DISTRICT POLICY
AS ADOPTED BY CITY COUNCIL ON MARCH 7, 2022

I have read and understand this policy.

Signature _____ Date 4/26/22

Michael J. Pizzitola, Jr.
Printed Name

(Please sign and date this page and return to the Project Manager)

ii. Letter from developer requesting consideration of a PID and summary of the special benefits to be received by the development;

HistoryMaker Homes is requesting from the City of Tomball the creation of a Public Improvement District to assist in developer reimbursement of public infrastructure and public parks.

The Seven Oaks community will consist of 141 town homes which will come in packs of 3, 4, 5 & 6. These townhomes will be 1800 SF on average, and are anticipated to have an average sales price of $310,000. Our target price point is catered to second generation Tomball residents who desire to stay close to the family and friends they grew up with. This community will be managed by a homeowner's association which will allow the Seven Oaks residents to live a life style which demands little in the way of property management and maintenance. The HOA will be responsible for the exterior upkeep of the buildings in the community, as well as the landscaping & amenities throughout the community.

HistoryMaker has had tremendous success in Houston, and other major US cities, in bringing their townhome product to market. Due to design efficiency, HistoryMaker is able to deliver to their customers a level of quality that is unmatched by competing products.

Since HistoryMaker Homes closed on the land on August 31st 2021; Seven Oaks inflationary pressures, driven by the pandemic, has added $2,956,793 to the budget, or $22,023 per Lot. It is HistoryMakers desire to deliver a product to its customers that does not cut back, in any way, on the quality of the Seven Oaks Community.

The additional funds the PID will generate will be used to construct a park, and embellish the community's amenity lake and other reserves with high quality features. These amenities include masonry walls, iron fencing to enhance views of the lake, decorative lighting features around the lake, aesthetic fountains, walking trails, entry monumentation, seating areas, and the planting of shade trees. Of the 19.34 acres in the Seven Oaks Community 3.03 acres, or 15.65% of all land, will be used for amenitization. This is a large percent of the Seven Oaks community, and exceeds the percent of amenitized land in comparable Tomball communities (comparison table below).

SEVEN OAKS ADDED AMENITY FEATURES

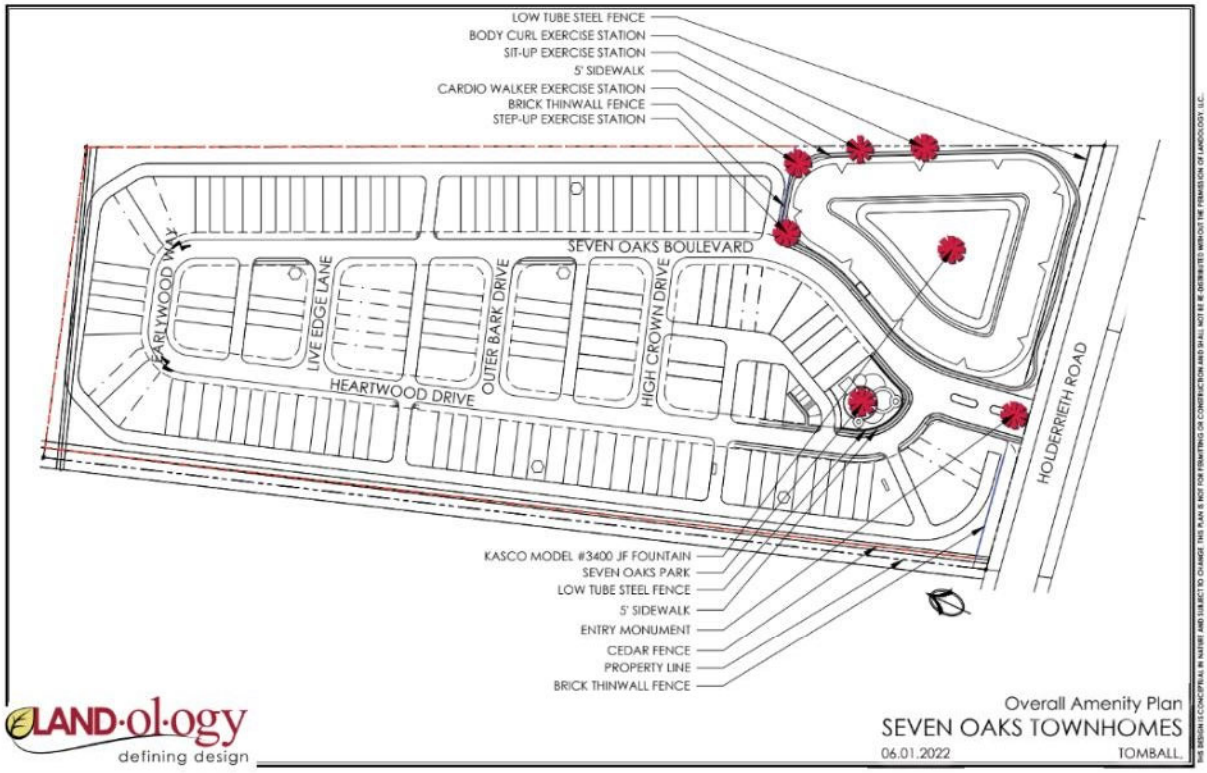
The creation of the PID for the Seven Oaks community will allow HistoryMaker to add various amenity features to the community that would otherwise not be able to be included in the project. These amenity features are listed below.

- Fenced park area
- Vehicle parking area for park
- Large children's play structure
- Park fencing for child safety
- Pavilion for shade and seating
- Grill
- Additional tree planting and landscaping
- Park benches
- 4 work out stations
- Lake Fountain
- Masonry Fencing
- Lake front iron fencing

SEVEN OAKS - COST OF ADDITIONAL AMENITY FEATURES

PARK ELECTRICAL		
Electrical Meter Loop & Panel (Complete & In-Place)	$	6,500.00
Conduit and Wire	$	2,400.00
PARK HARDSCAPE		
Concrete Walks, 4 1/2" Thick	$	10,625.00
Beaverdam Play Structure - by GameTime	$	80,620.00
3.5' Tube Steel Fence	$	22,770.00
Benchs	$	3,900.00
Kiddie Mulch - Mulch Fall Surfacing @ 12" Depth	$	6,000.00
Concrete Containment Curb	$	2,537.50
Carolina 20'x20' Pavilion by Poligon	$	58,053.00
Pilot Rock Charcoal Grill	$	496.00
Dumor 70-32TTX - Trash Receptacle	$	2,535.00
Dumor 298-60-2TX/S-2 - ADA Picnic Table	$	5,703.00
Dumor 298-60TX/S-2 Picnic Table	$	4,914.00
PARK IRRIGATION		
Irrigation Controller (Complete & In-Place)	$	8,000.00
Irrigation - Shrubs & Groundcover (Drip)	$	4,500.00
Irrigation -Turf (Spray)	$	1,072.00
Irrigation - Tree Bubblers (2 per Shade tree / 1 per Orn. Tree)	$	1,300.00
PARK SOFTSCAPE		
Shrubs & Groundcover: Bed Preparation	$	3,900.00
Shrubs & Groundcover: Hardwood Mulch	$	3,000.00
Pit Planting Bed Preparation	$	260.00
Shade Tree: 45 gal.	$	5,850.00
Shrubs & Groundcover: Plant Material	$	12,750.00
Common Bermuda, Sod (includes fine grading)	$	1,072.00
FITNESS TRAIL @ POND		
Bench(s)	$	5,850.00
Body Curl Station - GameTime GTFIT Exercise Station	$	3,568.00
Sit Up Station - GameTime GTFit Exercise Station	$	2,908.00
Cardio Walker - GameTime GTFit Exercise Station	$	9,306.00
Step-Up Station - GameTime GTFit Exercise Station	$	1,068.00
Kiddie Mulch - Mulch Fall Surfacing @ 12" Depth @ Exercise Stations	$	1,215.00
Concrete Containment Curb @ Exercise Stations	$	2,905.00
Pond Fountain - Kasco 3400JF Fountain - Nozzle T.B.D.	$	5,000.00
Electrical meter Loop & Panel (Complete & In-Place)	$	6,500.00
Conduit & Wire	$	2,400.00
5' W Concrete Walk, 4 1/2" Thick	$	58,735.00
Lake fountain	$	48,500.00
Masonry Fencing	$	41,160.00
Contingency / Anticipated Pricing pressure	$	43,787.25
TOTAL	$	481,659.75

***These improvements will cause HistoryMaker to forfeit 2 lots.**


LOW TUBE STEEL FENCE
BODY CURL EXERCISE STATION
SIT-UP EXERCISE STATION
5' SIDEWALK
CARDIO WALKER EXERCISE STATION
BRICK THINWALL FENCE
STEP-UP EXERCISE STATION
SEVEN OAKS BOULEVARD
EARLYWOOD WAY
LIVE EDGE LANE
OUTER BARK DRIVE
HIGH CROWN DRIVE
HEARTWOOD DRIVE
HOLDERRIETH ROAD
KASCO MODEL #3400 JF FOUNTAIN
SEVEN OAKS PARK
LOW TUBE STEEL FENCE
5' SIDEWALK
ENTRY MONUMENT
CEDAR FENCE
PROPERTY LINE
BRICK THINWALL FENCE
LAND·ol·ogy
defining design
Overall Amenity Plan
SEVEN OAKS TOWNHOMES
06.01.2022
TOMBALL,


HEARTWOOD DRIVE
RESIDENCE
ALLEY
SEVEN OAKS BOULEVARD
PAVILION
OUTDOOR KITCHEN W/ SINK
PICNIC TABLES (2)
TRASH CAN
CHARCOAL GRILL
PLANTING BED, TYP.
CONNECT WALKS TO COMMUNITY AMENITIES
LOW TUBE STEEL FENCE W/ GATE TO PARK ENCLOSURE (2)
PLAYGROUND
LAWN
POND
BENCH (1 of 2)
LAND·ol·ogy
defining design
Park Site Plan
SEVEN OAKS TOWNHOMES
06.01.2022
TOMBALL,

Exhibit I



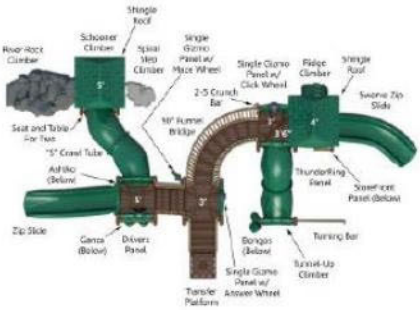
VAULT

Beaverdam

Product Line: PrimeTime

Model # PT15388

PrimeTime is a perfect choice for schools, early learning centers, faith-based organizations and more. With a full range of climbers, slides, ladders and play activities, PrimeTime systems can be configured for any space and any budget, without compromising play or play value.



GameTime Play Structure - $80,620 Installed Cost Estimate



Body Curl Station



Sit-Up Station



Cardio Walker



Step-Up Station



How will future residents of Seven Oaks benefit from this PID creation.

- Our customers will pay ***LESS money*** *over time* due to a PID creation. The 30 year PID assessment payments will be lower than a mortgage that is $38,500 higher.
- HMH will forfeit 2 lots in order to provide a higher level of *amenities that would otherwise not be part of the community*. These amenities include parks, an outdoor cooking facility, fitness equipment, & enhanced landscaping.

Accounts	7/1/22 Budget with NO PID	7/1/22 Budget with PID	Difference
Engineering Design	$ 464,785	$ 464,785	$ -
Geotechnical Services	$ 133,000	$ 133,000	$ -
Erosion Control	$ 52,249	$ 52,249	$ -
Sanitary Sewer	$ 3,163,563	$ 3,163,563	$ -
Paving	$ 1,684,516	$ 1,684,516	$ -
Electric	$ 162,513	$ 162,513	$ -
Misc. Cost	$ 99,443	$ 99,443	$ -
10510-Unexpected Costs	$ 417,900	$ 417,900	$ -
Land	$ 1,674,239	$ 1,674,239	$ -
Closing Cost	$ 50,000	$ 50,000	$ -
Interest Expense	$ 348,649	$ 348,649	$ -
Legal - Development	$ 35,000	$ 35,000	$ -
City Fees	$ 2,500	$ 2,500	$ -
Excavation / Detention	$ 511,858	$ 511,858	$ -
OS Paving	$ 33,639	$ 33,639	$ -
Landscape	$ 722,480	$ 722,480	$ -
HOA	$ 50,400	$ 50,400	$ -
Taxes	$ 330,797	$ 330,797	$ -
Development management	$ 143,000	$ 143,000	$ -
PID Reimbursement	0	$ (4,190,142)	$ (4,190,142)
TOTAL	**$ 10,080,531**	**$ 5,890,389**	$ (4,190,142)
# of Lots	$ 141	$ 141	$ (3)
Cost of lot	$ 71,493	$ 41,776	$ (29,717)
Expected sales price of home	**$ 348,500.00**	**$ 310,000**	**$ (38,500)**

Cost Comparison - Assessment vs Decreased home cost	
Total per unit cost of 30 yr. PID assessment	$ 66,750.00
Total 30 yr. Mortgage cost of $38,500 @ 6%	$ 83,097.70
PID cost benefit per customer	**$ 16,347.70**

iii. Evidence that the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing. The developer must provide the City with adequate evidence of its committed and anticipated sources of funding to fund the balance of the improvements in the District not eligible to be funded by District issued financing;

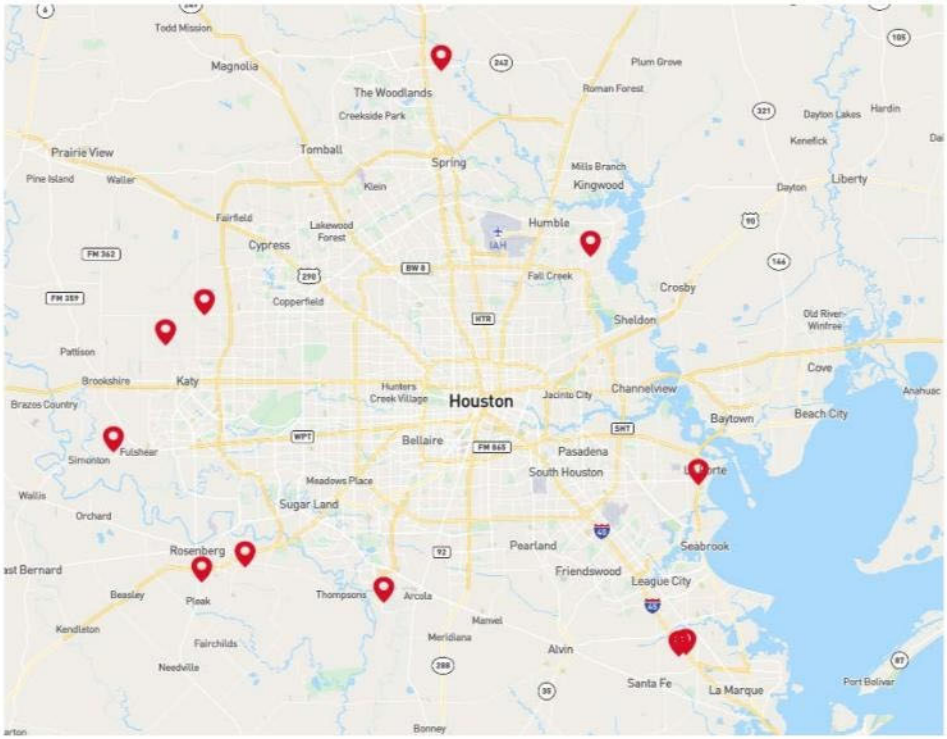
HistoryMaker Homes:

A brief history behind HistoryMaker Homes goes back to pre-World War II. The Mitchell family began building homes in the Fort Worth area in the late 1940's. From there on, the Mitchell family would establish HistoryMaker Homes and would then flourish into the prevalent home builder & developer they are today. After 60 years in the DFW market, History Maker would then open their Houston, TX hub in 2016. Since then, History Maker Homes has constructed quality homes in major master plan communities such as; Sunterra, Artesia Village, Katy Lakes, Summer Lakes, Seabourn Landing, Harpers Preserve, Sienna Townhomes at Parkway Place, & Balmoral. The success of History Maker Homes can be attributable to the company's vision, mission, and core values "To honor God, enrich the lives of stakeholders, and delight customers". History Maker Homes has made strides in the development and home building industry due to their adaptations in technology applications, intelligent construction methods, as well as energy efficiency.

In the past 12 months HistoryMaker has constructed approximately 290 homes in the Houston area, and approximately 846 homes in the Dallas / Fort Worth area. With an average home selling at $332,700 that is $378,000,000 in home sales over the past 12 months.

(SEE MAPS ON NEXT PAGE)

HISTORYMAKER COMMUNITY LOCATION MAP (HOUSTON)



Production Builder Ranking

Current Selections

Sorted By Annual Closings

Rank	Builder Name (Production)	Single-Builder Section Closings 1Q21	2Q21	3Q21	4Q21	Annual	§ Shared Annual Closings	Total Annual Closings	Production Builder Share
22	Century Communities	132	228	122	136	**618**		**618**	**1.69 %**
23	Colina Homes	197	162	101	135	**595**		**595**	**1.63 %**
24	Anglia Homes	139	118	129	154	**540**		**540**	**1.48 %**
25	M/I Homes	124	160	130	109	**523**		**523**	**1.43 %**
26	Ashton Woods	99	187	126	95	**507**		**507**	**1.39 %**
27	First America Homes	113	131	131	89	**464**	**2**	**466**	**1.28 %**
28	Devon Street Homes	56	82	127	125	**390**		**390**	**1.07 %**
29	Pulte	112	103	55	87	**357**		**357**	**0.98 %**
30	Newmark Homes Houston	116	85	76	79	**356**		**356**	**0.98 %**
31	NuHome	81	113	74	80	**348**		**348**	**0.95 %**
32	Village	101	78	70	95	**344**		**344**	**0.94 %**
33	Princeton Classic Hom	73	80	80	80	**313**		**313**	**0.86 %**
34	History Maker Homes	54	77	80	79	**290**		**290**	**0.79 %**

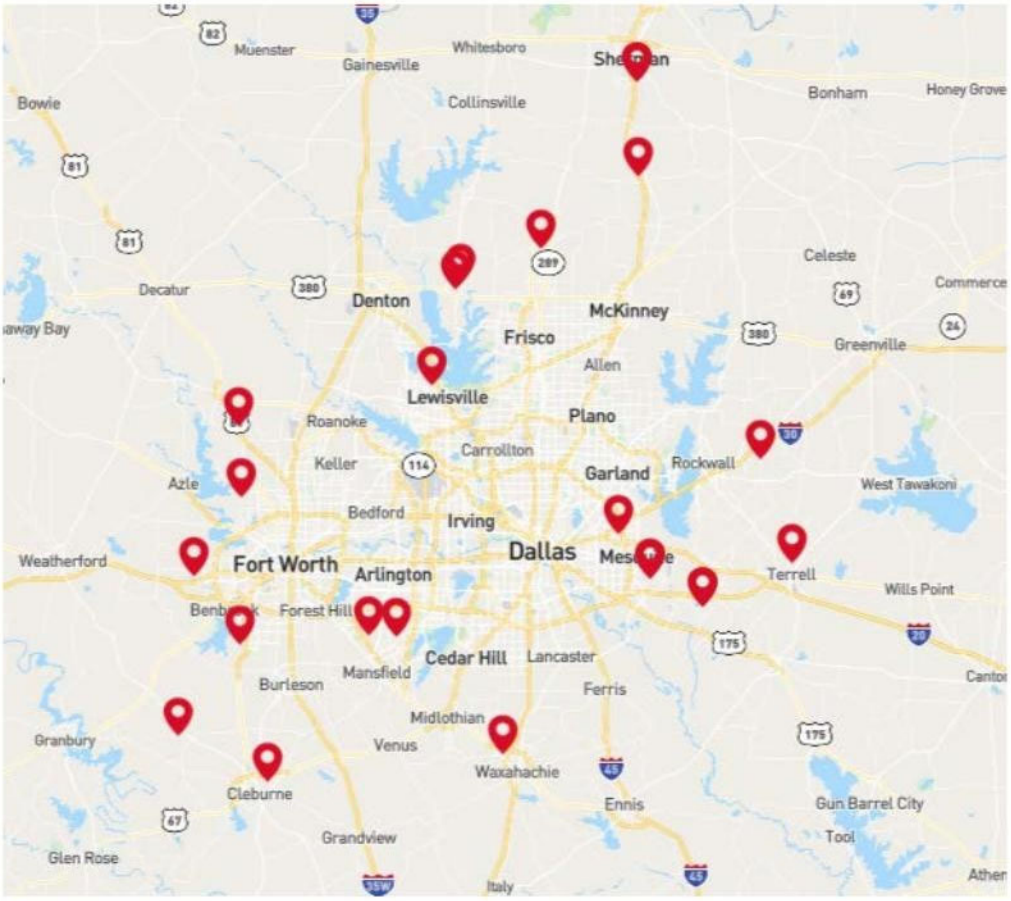
§ numbers in this column are based on shared (multiple-builder) sections; in these cases, the annual number is evenly distributed between builders in these sections

Copyright Metrostudy

metrostudy
Sales: 1-800-227-8839
A hanleywood Company

Exhibit I

HISTORYMAKER COMMUNITY LOCATION MAP (DALLAS/FT. WORTH)



Production Builder Ranking

Current Selections

Sorted By Annual Closings

Rank	Builder Name (Production)	Single-Builder Section Closings 1Q21	2Q21	3Q21	4Q21	Annual	§ Shared Annual Closings	Total Annual Closings	Production Builder Share
1	D.R. Horton Homes	937	1,210	968	1,320	**4,435**	1	**4,436**	**10.80 %**
2	Express Homes by DR H	606	795	858	832	**3,091**		**3,091**	**7.52 %**
3	Lennar Homes	580	697	674	677	**2,628**		**2,628**	**6.40 %**
4	Bloomfield Homes	363	572	596	509	**2,040**		**2,040**	**4.97 %**
5	Highland Homes	438	488	483	431	**1,840**	1	**1,841**	**4.48 %**
6	LGI Homes	446	645	362	333	**1,786**		**1,786**	**4.35 %**
7	Meritage Homes	250	333	327	291	**1,201**		**1,201**	**2.92 %**
8	First Texas Homes	269	356	265	186	**1,076**		**1,076**	**2.62 %**
9	Pulte	190	280	223	236	**929**		**929**	**2.26 %**
10	Trophy Signature Home	97	247	294	258	**896**		**896**	**2.18 %**
11	Impression Homes	209	239	150	276	**874**		**874**	**2.13 %**
12	History Maker Homes	190	254	187	215	**846**		**846**	**2.06 %**
13	Starlight Homes by As	87	254	220	259	**820**		**820**	**2.00 %**

iv. A site plan or general plan of development that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City's Comprehensive Plan, Strategic Plan, and all other City plans formally approved by City Council, as amended;

History Maker Homes will provide 141 luxury townhomes to the City of Tomball. These townhomes will consist of pristine landscaping at the front of each dwelling for a more inviting atmosphere for residents to walk through the entire community. The detention pond area will have a walkable trail to create a sense of place that coincides with the values and direction of the City of Tomball comprehensive plan. With driveways located in the rear of each unit the clutter of automobiles will be mitigated by the private alleyways. Please see the exhibits below for an understanding of the general plan and landscaping to be provided.



Exhibit I

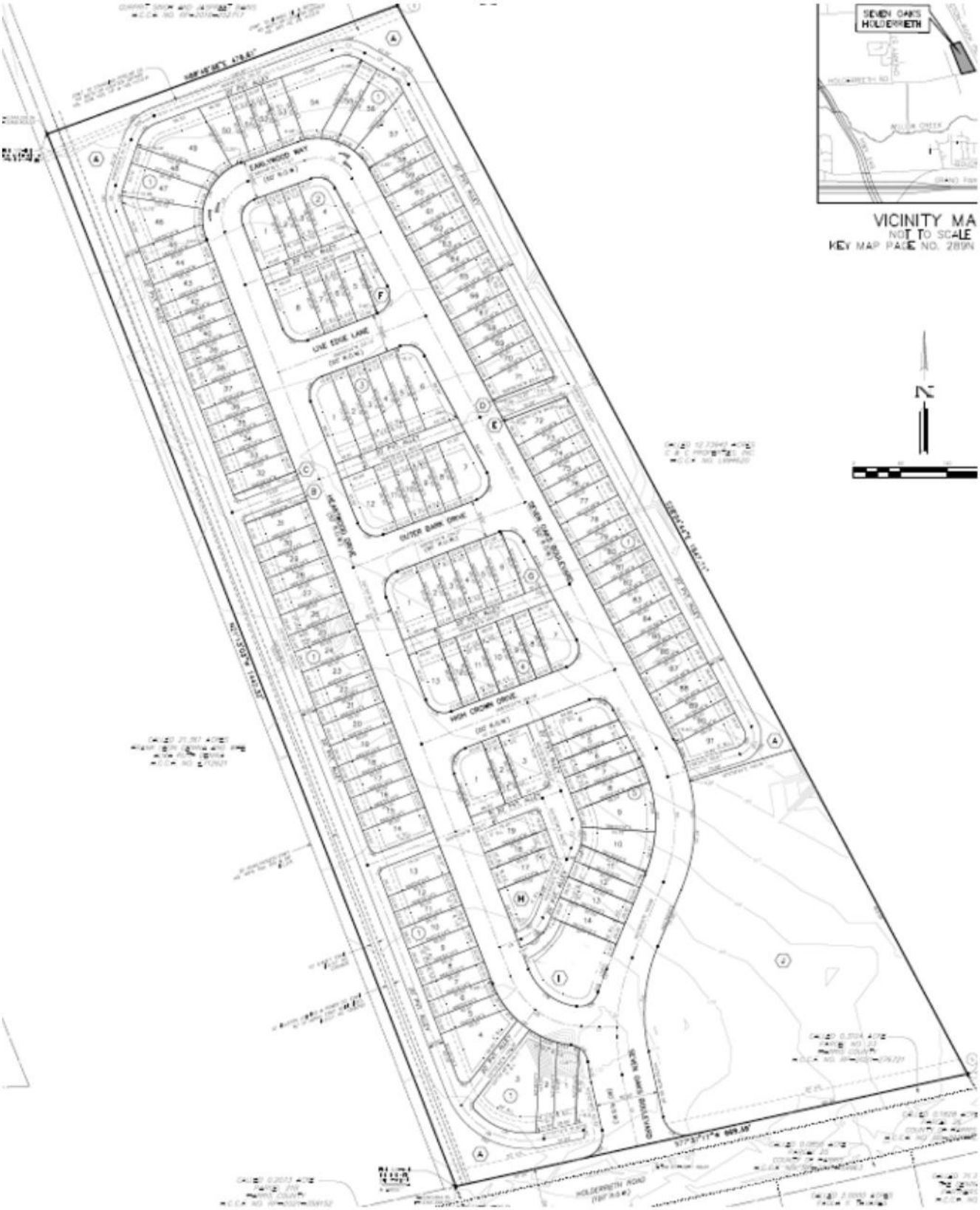

SEVEN OAKS
HOLDERRETH
VICINITY MA
NOT TO SCALE
KEY MAP PAGE NO. 289
N
EARLWOOD WAY
LIVE EDGE LANE
OUTER BANK DRIVE
HIGH CROWN DRIVE
SEVEN OAKS BOULEVARD
HOLDERRETH ROAD

Exhibit I

v. Identification of how the project will contribute to funding the expansion of arterial and connector streets, major collector roadways or highways, and trunk line utility infrastructure, as applicable when necessary to address the projected demand for services and the impacts of the development;

HistoryMaker's Seven Oaks project will contribute to and enhance the public infrastructure of Tomball in several major ways. Harris County is undertaking a major project which will widen Holderrieth Road, and replace water, sewer, and drainage facilities within the Holderrieth ROW. The Seven Oaks project has caused Harris County to agree to deepen their proposed storm sewer in this area in order to better serve the 7 Oaks community and the land around this area. This action will allow nearby properties to drain to the Holderrieth storm sewer that would have otherwise not been able to. HistoryMaker has agreed to pay for the cost to lower this storm sewer line. HistoryMaker will also be providing a left-hand turn lane which will allow traffic flow to continue while passengers are entering the Seven Oaks community. The detention Pond of Seven Oaks will also enhance the flooding characteristics of the area by detaining storm water that previously sheet flowed off site. Seven Oaks will also sport an amenity pond with walking trials that will be open for public use.

vi. Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost;

Accounts	7/1/22 Budget
Engineering Design	$ 464,785
Geotechnical Services	$ 133,000
Erosion Control	$ 52,249
Sanitary Sewer	$ 3,163,563
Paving	$ 1,684,516
Electric	$ 162,513
Misc. Cost	$ 99,443
10510-Unexpected Costs	$ 417,900
Land	$ 1,674,239
Closing Cost	$ 50,000
Interest Expense	$ 348,649
Legal - Development	$ 35,000
City Fees	$ 2,500
Excavation / Detention	$ 511,858
OS Paving	$ 33,639
Landscape	$ 722,480
HOA	$ 50,400
Taxes	$ 330,797
Development management	$ 143,000
TOTAL	**$ 10,080,531**
# of Lots	$ 141
Cost of lot	**$ 71,493**

vii. Sources and uses budget and project pro forma detailing projected cash flows over the life of the proposed District including other public sources, private financing, and developer equity contribution to the project;

PROJECT FUNDING DEBT & EQUITY

Accounts	7/1/22 Budget	Equity	Loan
Engineering Design	$ 464,785	$ 464,785	
Geotechnical Services	$ 133,000	$ 133,000	
Erosion Control	$ 52,249	$ 52,249	
Sanitary Sewer	$ 3,163,563	$ 3,163,563	
Paving	$ 1,684,516	$ 1,266,934	$ 417,582
Electric	$ 162,513		$ 162,513
Misc. Cost	$ 99,443		$ 99,443
10510-Unexpected Costs	$ 417,900		$ 417,900
Land	$ 1,674,239		$1,674,239
Closing Cost	$ 50,000		$ 50,000
Interest Expense	$ 348,649		$ 348,649
Legal - Development	$ 35,000		$ 35,000
City Fees	$ 2,500		$ 2,500
Excavation / Detention	$ 511,858		$ 511,858
OS Paving	$ 33,639		$ 33,639
Landscape	$ 722,480		$ 722,480
HOA	$ 50,400		$ 50,400
Taxes	$ 330,797		$ 330,797
Development management	$ 143,000		$ 143,000
TOTAL	**$ 10,080,531**	$ 5,080,531	$5,000,000

PROJECTS ELEGIABLE FOR REIMBURSEMENT VIA PID FUNDS

Accounts	7/1/22 Budget	Costs eligible for PID reimbursement
Engineering Design	$ 464,785	$ 428,599
Geotechnical Services	$ 133,000	$ 122,645
Erosion Control	$ 52,249	$ 52,249
Sanitary Sewer	$ 3,163,563	$ 2,917,263
Paving	$ 1,684,516	$ 1,102,345
Electric	$ 162,513	
Misc. Cost	$ 99,443	
10510-Unexpected Costs	$ 417,900	
Land	$ 1,674,239	
Closing Cost	$ 50,000	
Interest Expense	$ 348,649	
Legal - Development	$ 35,000	
City Fees	$ 2,500	
Excavation / Detention	$ 511,858	
OS Paving	$ 33,639	$ 33,639
Landscape	$ 722,480	$ 722,480
HOA	$ 50,400	
Taxes	$ 330,797	
Development management	$ 143,000	
TOTAL	**$ 10,080,531**	$ 5,379,220

SEVEN OAKS CASH FLOW

TOTAL EXPENSES															
	Accounts	Budget		Q42021	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022
A.	Engineering Design	$ 464,785.27	-		$ 33,198.95	$ 33,198.95	$33,198.95	$33,198.95	$ 33,198.95	$ 33,198.95	$ 33,198.95	$ 33,198.95	$ 33,198.95	$ 33,198.95	$ 33,198.95
B.	Geotechnical Services	$ 183,928.36	-						$ 22,991.04	$ 22,991.04	$ 22,991.04	$ 22,991.04	$ 22,991.04	$ 22,991.04	$ 22,991.04
C.	Erosion Control	$ 52,249.00	-						$ 6,531.13	$ 6,531.13	$ 6,531.13	$ 6,531.13	$ 6,531.13	$ 6,531.13	$ 6,531.13
D.	Sanitary Sewer	$2,672,108.84	-								$ 890,702.95	$ 890,702.95	$ 890,702.95		
E.	Paving	$1,626,304.85	-										$ 542,101.62	$542,101.62	$542,101.62
F.	Electric	$ 162,512.87	-												
G.	Misc. Cost	$ 77,143.22	-						$ 9,642.90	$ 9,642.90	$ 9,642.90	$ 9,642.90	$ 9,642.90	$ 9,642.90	$ 9,642.90
H.	Contingency	$ 346,972.37	-						$ 34,697.24	$ 34,697.24	$ 34,697.24	$ 34,697.24	$ 34,697.24	$ 34,697.24	$ 34,697.24
I.	Interest Expense	$ 348,649.00	-		$ 24,903.50	$ 24,903.50	$24,903.50	$24,903.50	$ 24,903.50	$ 24,903.50	$ 24,903.50	$ 24,903.50	$ 24,903.50	$ 24,903.50	$ 24,903.50
J.	Legal - Development	$ 10,000.00	-		$ 10,000.00										
K.	Misc Application Fees/Permits	$ 50,000.00	-						$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00			
L.	Environmental Report	$ 20,000.00	-	$ 20,000.00											
M.	Clearing and Demo	$ 125,663.00	-			$125,663.00									
N.	Excavation / Detention	$ 329,795.30	-						$109,931.77	$ 109,931.77	$ 109,931.77				
O.	Off Site Paving	$ 107,236.35	-								$ 53,618.18	$ 53,618.18			
P.	Landscape	$1,199,489.35	-												
Q.	HOA	$ 50,400.00	-												
	Totals	$7,827,237.79	-	$ 20,000.00	$ 68,102.45	$183,765.45	$58,102.45	$58,102.45	$254,396.52	$254,396.52	$1,198,717.65	$1,088,785.88	$1,564,769.32	$674,066.37	$674,066.37

TOTAL INCOME		
Accounts	Budget	
LOT SALE/TRANSFER TO HMH	$7,827,237.79	-

Exhibit I

	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023	1/1/2024	2/1/2024
	$ 33,198.95	$ 33,198.95	$ 33,198.95												
	$ 22,991.04														
	$ 6,531.13														
	$ 81,256.44	$ 81,256.44													
	$ 9,642.90														
	$ 34,697.24	$ 34,697.24	$ 34,697.24												
	$ 24,903.50	$ 24,903.50	$ 24,903.50												
			$399,829.78	$399,829.78	$399,829.78										
			$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	
	$213,221.19	$174,056.12	$496,829.47	$404,029.78	$404,029.78	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	
				$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57
				$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57	$328,415.57

Exhibit I

	3/1/2024	4/1/2024	5/1/2024	6/1/2024	7/1/2024	8/1/2024	9/1/2024	10/1/2024	11/1/2024	12/1/2024	1/1/2025	2/1/2025

SEVEN OAKS EXPECTED SALES		
Date	Monthly	Cumulative
3/1/2023	6	6
4/1/2023	6	12
5/1/2023	6	18
7/1/2023	6	30
8/1/2023	6	36
9/1/2023	6	42
10/1/2023	6	48
11/1/2023	6	54
12/1/2023	6	60
1/1/2024	6	66
6/1/2024	6	96
7/1/2024	6	102
9/1/2024	6	114
11/1/2024	6	126
12/1/2024	6	132
1/1/2025	6	138
2/1/2025	3	141

viii. Demonstration of financial capability, solvency, and generally the necessary capital to meet project costs through project completion;

i. This could include, but is not limited to, at least three years of financial statements, complete sources and uses budget, and letters of credit or letters of support from bank or lending institutions.

Frost BANKING INVESTMENTS INSURANCE

April 26, 2022

Frost Bank
640 Taylor Street,
Fort Worth, TX 76102

Mr. Matt Wiggins
CFO
History Maker Homes
1038 Texan Trail
Grapevine, TX 76051

Project Name: Seven Oaks
Description: 143 Townhomes Development

HMH Lifestyles, LP ("Borrower") has entered into a Loan Agreement ("Agreement") with Frost Bank ("Lender") for $5,000,000 ("loan") covering the development and improvements of the Seven Oaks Development located in Tomball, Texas.

Lender has reviewed the Borrowers financial statements, and has determined Borrower to have the necessary financial capacity to successfully complete the development of the Seven Oaks community. Lender and Borrower have worked together on past residential projects, and feel confident in Borrowers development capabilities.

Tony Holzbach

Frost Bank

Signature _____

Date 4/27/22

ix. Demonstration of previous experience developing similar scale and types of projects;

Please reference the HistoryMaker current project maps and city ranking by closings in section iii. HistoryMaker has developed and constructed homes in many communities in the Houston area as you can see in the following chart.

Houston area projects

Map No	Subdivision Name
	Artesia Village
	Balmoral/
	Balmoral/Gated
	Balmoral/THs
	Country Lake Estates Village
	Fulshear Lakes
	Harper's Preserve/East Village
	Harper's Preserve/South Village
	Hidden Creek/Preserve
	Katy Lakes
	Klein Grove
	Lakes at Mason Park
	Legends Trace/Wrights Landing
	Seabourne Landing
	Seven Oaks Holderreith
	Sienna/Sawmill Lake/Parkway
	Sierra Vista/Gated
	Summer Lakes
	Sunterra/
	Sunterra/MP
	Vanbrooke

x. Demonstration the proposed development is consistent with the zoning of the property;

i. Zoning for the proposed development must be in place prior to PID creation or concurrent with PID creation, at the discretion of the City; and

On May 19, 2021 the City of Tomball agreed to a Planned Development District which governs the land use of the 19.3375 acres which the Seven Oaks Community in located. Below is an image of the Tomball Zoning Map which shows the Seven Oaks Community as being located in PD-17.

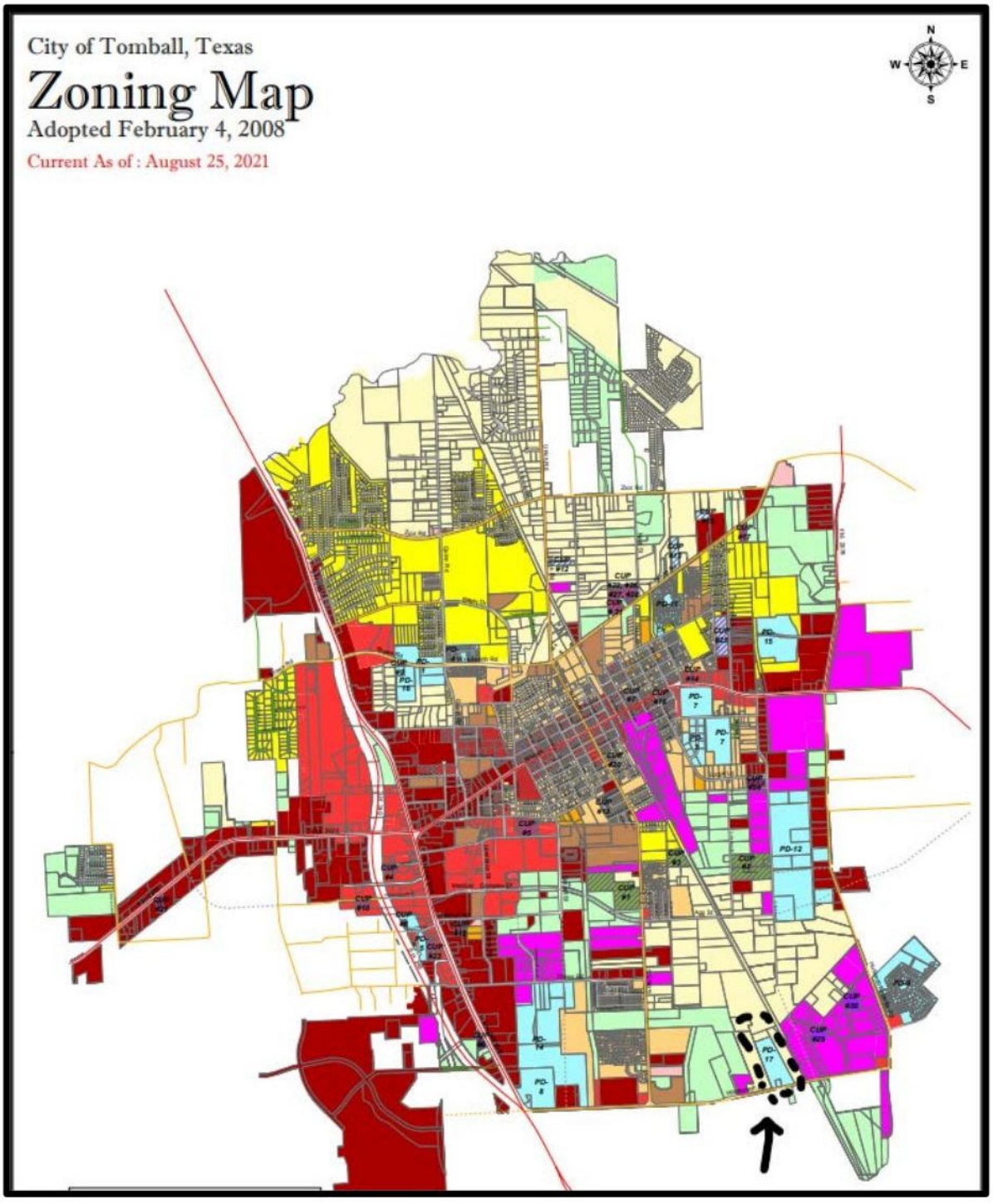


Exhibit I

xi. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate (in dollars, $).

ESTIMATED COST OF PROPOSED IMPROVEMENTS, MAX. ASSESEMENT, MAX. TAX EQUIVELENT RATE IN DOLLARS

Number of homes	141
AVG home price	$ 310,000
Annual assesement per lot	$ 2,225.00
Implied PID tax Rate (%)	0.718%

LOWEST implied PID tax in Tomball

Seven Oaks will have the lowest implied PID tax at the time of approval than any other community in Tomball (.72%). The Seven Oaks PID assessment will have a smaller financial burden on its residents than all 9 active or proposed PID's in the Tomball area.

	Project	Year Community built	Lots	Acerage	Assesement	HCAD avg. taxable value in the year after home construction	Implied PID tax at time of creation	Years (15-30)	Cash Flow or Bond Sale
1	***Seven Oaks***	***Under Development***	***141***	***19***	***$ 2,225.00***	***$ 310,000.00***	***0.72%***	***30***	***Bond Sale***
2	Raburn Reserve	Under Development	133	105	$ 3,007.15	$ 400,000.00	0.75%	30	Bond Sale
3	Yaupon Trails	2015	37	12	$ 2,390.00	$ 314,273.17	0.76%	15	Cash Flow
4	Copper Cove	2017	52	13.46	$ 1,960.00	$ 254,821.50	0.77%	15	Cash Flow
5	Grand Junction	2018	49	12.37	$ 1,800.00	$ 217,623.67	0.83%	15	Cash Flow
6	Raleigh Creek	2007	265	138	$ 2,985.00	$ 354,308.17	0.84%	15	Cash Flow
7	Timber Trails	2019	103	22.3	$2,346.00	$ 270,815.00	0.87%	15	Cash Flow
8	Wood Leaf Reserve	Under Development	299	90.54	$ 2,819.67	$ 315,000.00	0.90%	30	Bond Sale
9	Alexander Estates	2019	87	75.7	$3,030.00	$ 329,415.83	0.92%	15	Cash Flow

EXHIBIT J

CONCEPT PLAN

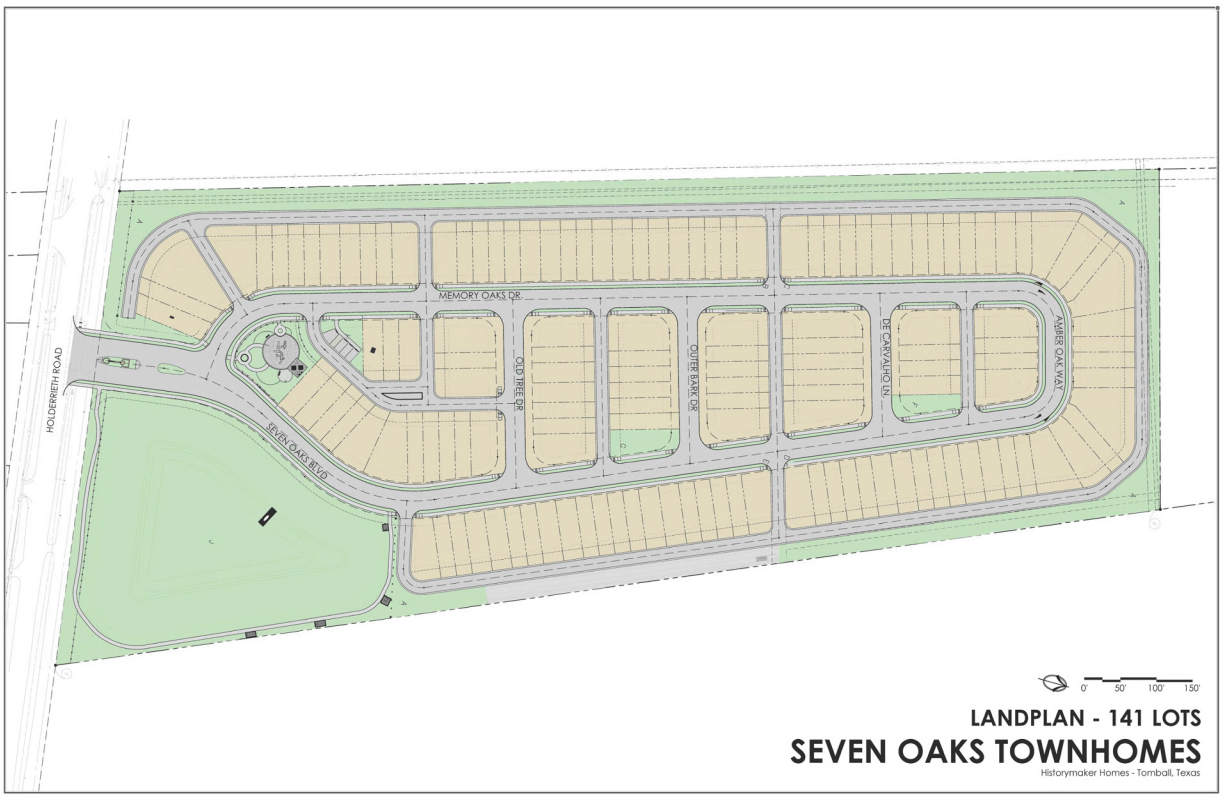


EXHIBIT K

AMENITIES

The creation of the PID for the Seven Oaks community will allow HistoryMaker to add various amenity features to the community that would otherwise not be able to be included in the project. These amenity features are listed below.

- Fenced park area
- Vehicle parking area for park
- Large children's play structure
- Park fencing for child safety
- Pavilion for shade and seating
- Grill
- Additional tree planting and landscaping
- Park benches
- 4 work out stations
- Lake Fountain
- Masonry Fencing
- Lake front iron fencing



SEVEN OAKS ADDITIONAL AMENITY FEATURES
PARK ELECTRICAL
Electrical Meter Loop & Panel (Complete & In-Place)
Conduit and Wire
PARK HARDSCAPE
Concrete Walks, 4 1/2" Thick
Large Play Structure -
3.5' Tube Steel Fence
Benches at specified locations
Mulch - Mulch Fall Surfacing @ 12" Depth
Concrete Containment Curb
20'x20' Pavilion - Polygon
Rock Charcoal Grill
Trash Receptacle
ADA Picnic Table
Picnic Table
PARK IRRIGATION
Irrigation Controller (Complete & In-Place)
Irrigation - Shrubs & Groundcover (Drip)
Irrigation -Turf (Spray)
Irrigation - Tree Bubblers (2 per Shade tree / 1 per Orn. Tree)
PARK SOFTSCAPE
Shrubs & Groundcover: Bed Preparation
Shrubs & Groundcover: Hardwood Mulch
Pit Planting Bed Preparation
Shade Tree: 45 gal.
Shrubs & Groundcover: Plant Material
Common Bermuda, Sod (includes fine grading)
FITNESS TRAIL @ POND
Benches at specified locations
Body Curl Station
Sit Up Station
Cardio Walker
Step-Up Station
Mulch - Mulch Fall Surfacing @ 12" Depth @ Exercise Stations
Concrete Containment Curb @ Exercise Stations
Pond Fountain
Electrical meter Loop & Panel (Complete & In-Place)
Conduit & Wire
5' W Concrete Walk, 4 1/2" Thick
Lake fountain
Masonry Fencing

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Consideration to approve a Professional Services Agreement for expenses incurred relating to the Seven Oaks Public Improvement District (PID 14), and authorize the City Manager to execute.

Background:

HMH Tomball Townhomes, LLC. is pursuing to develop a 19.34 acre residential development located on the north side of Holderrieth Road, and 0.598 miles west of the intersection of Holderrieth and Hufsmith-Kohrville. As part of the development, HMH Tomball Townhomes, LLC. desires to establish a Public Improvement District.

Following consideration and approval for the creation of the Public Improvement District for Seven Oaks and required Development Agreement, a Professional Services Agreement is needed to ensure payment for expenses incurred to the City relating to the established PID.

Origination: Community Development Department

Recommendation:

Staff recommends authoring the City Manager to execute a Professional Services Agreement with HMH Tomball Townhomes, LLC.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by _____

Staff Member Date City Manager Date

PROFESSIONAL SERVICES PAYMENT AGREEMENT

This Professional Services Payment Agreement (this "Agreement"), effective as of the 15th day of August, 2022 (the "Effective Date"), is made and entered into by and between the City of Tomball, Texas ("City") and HMH Tomball Townhomes, LLC. a Texas limited liability company ("Developer"), herein collectively referred to as ("Party" or "Parties").

WHEREAS, the Developer plans to develop approximately 19.34acres of land in the City into the Hidden Oaks development, and that the development of the Property shall be developed in accordance with the applicable City Regulations; and

WHEREAS, the Parties previously determined that the financing of a portion of the costs of the public improvements necessary for the development of the Property can be funded by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

WHEREAS, Developer desires to develop the Property and the City, at the behest of Developer, intends to create the Seven Oaks Public Improvement District ("PID") pursuant to the PID Act; and

WHEREAS, the Parties hereto acknowledge that the City has heretofore incurred certain costs relative to the creation of the PID and will continue to incur costs relative to (i) the creation of the PID, (ii) the adoption of a (plan relative to the Property, and (ii) the City's issuance of its bonds secured by assessments levied on a portion of the land within the PID ("PID Bonds"), including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial advisory fees, City staff time dedicated to PID matters ("City Staff Time"), and other special consultant fees (collectively, "City Expenses").

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment for Professional Services. Within ten (10) days of receipt of request by the City, Developer shall deposit with the City $50,000.00 (the "Deposit") for payment of the City Expenses relative to creating the PID and to fund the review and adoption of the Service and Assessment Plan ("SAP") and issuing the PID Bonds. Further:

(a) City agrees to hold the Deposit in a separate interest bearing account maintained by the City which may only be used to pay the City Expenses.

(b) City agrees that all City Expenses relating to third-party consultants that are to be paid from the Deposit shall be evidenced by invoices that describe the work performed by person, date, billing rate and amount of time to perform such task. Within ten (10) business days after receipt of each invoice for City

Expenses (and before such invoice is paid), the City shall forward such invoice to the Developer. If the Developer reasonably requests additional information in clarification or support of such invoice, the City/consultant shall provide the same, if available. The Developer shall have ten (10) business days after receipt during which to review each invoice and to make objections. If the Developer objects to any portion of an invoice, the City, the Developer and those providing the services shall attempt to resolve the dispute within a reasonable period of time; however, if not withstanding their collective good faith efforts the dispute cannot be timely resolved, the City may pay such invoice, including any disputed amounts, within thirty (30) days from the date of the invoice using the funds from the Deposit.

(c) Developer agrees that in the event the Deposit falls below $10,000.00 upon request from the City, Developer shall advance to the City an additional amount necessary to cause the amount on deposit with the City to equal no less than $25,000.00 or the projected remaining City Expenses (excluding City Staff Time), whichever is less.

(d) In the event the Deposit is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) business days in addition to the remittance of the additional funds as provided above.

(e) In the instance that deposits of additional funds are not timely made, the City shall have no obligation to incur any additional City Expenses until such deposit is made.

(f) The City will pay City Expenses (other than City Staff Time) out of the Deposit and keep accounting of all charges for City Expenses incurred, including City Staff Time. Upon the termination of this Agreement any unused portion of the Deposit shall be returned to Developer (including all interest earned on the Deposit).

(h) Any monies paid to the City's bond counsel or financial advisor from the Deposit may be reimbursed to the Developer at closing of the PID Bonds.

2. No Obligation to Adopt a SAP or Issue PID Bonds. Developer acknowledges that the City has no obligation to adopt a SAP or to issue any PID Bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether the SAP or PID Bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City and the Developer, as the case may

be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay the City Expenses incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds. At the closing of the sale of the first series of PID Bonds, this Agreement shall automatically terminate and any remaining portion of the Deposit shall be refunded to Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement may only be amended by written instrument approved by the Parties.

6. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by electronic transmission received by the other Party of by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

City:

City of Tomball

401 Market Street

Tomball, TX 77375

Developer:

Attn: Chet Wignall
History Maker Homes
7906 N. Sam Houston Parkway West, Suite 102
Houston, Texas 77064

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Harris County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Execution. The City Manager is hereby authorized to execute and delivery this Agreement in substantially the form presented to the City Council with such changes as he may deem appropriate.

13. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purcasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/flo-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity than controls, is controlled by, or is under common control with the Developer and exists to make a profit.

14. Anti-Israel Boycott. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

15. Petroleum. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

16. Firearms. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person,

corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

CITY OF TOMBALL, TEXAS

By_____

Date: _____

DEVELOPER

HMH TOMBALL TOWNHOMES, LLC.

By:_____

Name: Michael J Pizzitola_____

Title: Vice President_____

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to consider Proposed Assessments against Pine Trails in the City of Tomball, Public Improvement District Number Thirteen (PID 13), established by City Council Resolution No. 2021-25.

Background:

Pursuant to Chapter 372 of the Local Government Code, a single public hearing will be conducted to establish the levy assessment for each lot in the Pine Trails subdivision located within Public Improvement District Number Thirteen (PID 13).

Notice of the Public Hearing was provided to the property owners, as required, and proper publication was made in the official newspaper and the City's website.

The first reading of the Ordinance will follow the public hearing; the second reading of the ordinance will be presented to Council at the regular Council meeting on September 6, 2022.

Origination: Community Development Department

Recommendation:

Conduct Public Hearing to consider Proposed Assessments against Pine Trails for Public Improvement District Number Thirteen (PID 13).

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS

MONDAY, AUGUST 15, 2022

6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER PROPOSED ASSESSMENTS AGAINST PINE TRAILS OF TOMBALL SUBDIVISION PROPERTIES IN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER THIRTEEN ESTABLISHED BY CITY COUNCIL RESOLUTION NO. 2021-25.

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Tomball, Texas (the "City"), in accordance with Chapter 372 Local Government Code the Assessment Roll for Pine Trails of Tomball subdivision properties in the City of Tomball Public Improvement District Number Thirteen has been prepared and is on file and open for public inspection in the office of the City Secretary. A public hearing on the assessment will be held at 6:00 p.m. on August 15, 2022, in the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The public improvements include the construction of water lines, sanitary sewers, storm sewers and drainage, gas lines, street paving, detention facilities, open space and amenities, erosion control, as well as engineering, contingency provisions, financing, and administrative costs._
BOUNDARIES: The boundaries are described in the plat of Pine Trails of Tomball, a Subdivision of 13.3775 Acres of Land out of the Joseph House League Survey, Abstract No. 34, City of Tomball, Harris County, Texas.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is $2,447,550. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Adopt, on First Reading, Ordinance Number 2022-27, an Ordinance of the City Council of Tomball, Texas, approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision.

Background:

Public infrastructure improvements are complete for Pine Trails of Tomball Subdivision within Public Improvement District Number Thirteen created by the City in 2021. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll must be approved by City Council that will levy the assessment on each of the lots. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost*	Total Annual Payment
$ 33,378.51	$3,108.00	15 years	$ 155.40	$ 3,263.40

($60 of the annual administration cost is for City of Tomball administration as shown in the Service and Assessment Plan.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a $0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot. It is estimated that the average price of the homes to be constructed will be $420,000. The annual assessment payment $3,108.00 is the equivalent of a $0.74 tax rate on a $420,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA

firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

PID TERMS AND AMORTIZATION

Duration (in years)	15
Interest Rate	4.50%
Annual Payment Amount	$3,108.00
Total Lifetime Payments	$46,620.00
Total Principal	$33,378.51
Total Interest	$13,241.49

Payment	Principal	Interest	Payment	Payments collected	Principal Balance
					$33,378.51
1	$1,605.97	$1,502.03	$3,108.00		$31,772.54
2	$1,678.24	$1,429.76	$3,108.00		$30,094.31
3	$1,753.76	$1,354.24	$3,108.00		$28,340.55
4	$1,832.68	$1,275.32	$3,108.00		$26,507.88
5	$1,915.15	$1,192.85	$3,108.00		$24,592.73
6	$2,001.33	$1,106.67	$3,108.00		$22,591.40
7	$2,091.39	$1,016.61	$3,108.00		$20,500.02
8	$2,185.50	$922.50	$3,108.00		$18,314.52
9	$2,283.85	$824.15	$3,108.00		$16,030.67
10	$2,386.62	$721.38	$3,108.00		$13,644.05
11	$2,494.02	$613.98	$3,108.00		$11,150.03
12	$2,606.25	$501.75	$3,108.00		$8,543.78
13	$2,723.53	$384.47	$3,108.00		$5,820.25

	14	$2,846.09	$261.91	$3,108.00	$2,974.16
	15	$2,974.16	$133.84	$3,108.00	$0.00
TOTAL		$33,378.51	$13,241.49	$46,620.00	

Origination: Community Development Department

Recommendation:

Adopt Ordinance Number 2022-27, an Ordinance Levying and Assessment approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision, on First Reading.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN FOR THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT THIRTEEN, PINE TRAILS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") is authorized pursuant to Texas Local Government Code, Chapter 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

WHEREAS, the City has received a petition (the "Petition") requesting the creation of the City of Tomball Public Improvement District Number Thirteen (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City passed and adopted Resolution No. Resolution 2021-25 establishing the City of Tomball Public Improvement District Number Thirteen; and

WHEREAS, the City Council wishes to adopt the Service and Assessment Plan with respect to the PID.

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID, and the Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF MARCH 2022. .

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF MARCH 2022. .

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein- Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Thirteen
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2021-25 creating the Public Improvement District Number Thirteen ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement ("Agreement") executed between the developer and the City.

A. Pine Trails of Tomball

Pine Trails of Tomball Subdivision contains 13.38 acres of land and will contain 50 lots within the PID. The public improvements authorized under this Plan for Pine Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,668,925
Financing Costs (15 years @ 4.5%)	$662,075
Total Improvements	$2,331,000
Administration (5%)	$116,550
Total Costs (15 years)	$2,447,550

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2021. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 4.5% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	City Annual Administrative Cost	Annual Administrative Cost	Total Annual Payment
$ 33,378.51	$3,108.00	15 years	$60.00	$ 95.40	$ 3,263.40

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been

improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or by full improvement valuation on the Harris County Appraisal District rolls. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A

Two ten-acre tracts of land in the Southwest corner of that certain 100-acre tract out of the Western portion of the East 1/2 of Joseph House League, Abstract No. 34, in Harris County, Texas, described in Deed from Henry W. Hoffman, et al to Albert B. Metzler, et al recorded in Volume 914, Page 619 of the Deed Records of Harris County, Texas described as follows:

TRACT ONE:

That certain 10 acre tract of land set apart to Julia Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said 100 acre tract, above referred to;

THENCE North along the West line of said 100 acre tract a distance of 599.5 feet to a point for the Northwest corner, same being the Southwest corner of the 10 acre tract set apart to Max R. Metzler in the above mentioned Partition Deed;

THENCE East along the dividing line between the said Julia Metzler tract and the Max R. Metzler tract a distance of 726.385 feet to their common East corner, same being the Northwest corner of the 10 acre tract set apart to Ida Metzler Ramsey in said Partition Deed;

THENCE South along the West line of said Ida Metzler Ramsey 10 acre tract a distance of 599.5 feet to a point for corner in the South line of said Metzler 100 acre tract;

THENCE West along said South line a distance of 726.385 feet to the PLACE OF BEGINNING.

TRACT TWO:

That certain 10 acre tract of land set apart to Max R. Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the 10 acre tract set apart to Julia Metzler in said Partition Deed said point being located 599.5 feet North of the Southwest corner of said Metzler 100 acre tract;

THENCE East along the North line of said Julia Metzler 10 acre tract 726.385 feet to the Northeast corner thereof, same being the Southwest corner of the 10 acre tract set apart to John J. Metzler in said Partition Deed;

THENCE North along the West line of said John J. Metzler 10 acre tract a distance of 599.5 feet to a point for corner, same being the Southeast corner of the 10 acre tract set apart to Olga Wolk in said Partition Deed;

THENCE West along the South line of said Olga Wolk 10 acre tract 726.385 feet to the Southwest corner thereof in the West line of said Metzler 100 acre tract;

THENCE South along said West line a distance of 599.5 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT those certain 6.292 acre and 0.1028 acre tracts conveyed to the City of Tomball by Deeds recorded under Clerk's File Nos. Y538668 and Y976041, respectively, of the Real Property Records of Harris County, Texas.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Adopt, on First Reading, Ordinance Number 2022-28, an Ordinance of the City Council of Tomball, Texas, Levying the Assessment against properties within the City of Tomball Public Improvement District Thirteen (PID 13), Pine Trails Subdivision.

Background:

Public infrastructure improvements are complete for Pine Trails of Tomball Subdivision within Public Improvement District Number Thirteen created by the City in 2021. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll must be approved by City Council that will levy the assessment on each of the lots. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost*	Total Annual Payment
$ 33,378.51	$3,108.00	15 years	$ 155.40	$ 3,263.40

($60 of the annual administration cost is for City of Tomball administration as shown in the Service and Assessment Plan.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a $0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot. It is estimated that the average price of the homes to be constructed will be $420,000. The annual assessment payment $3,108.00 is the equivalent of a $0.74 tax rate on a $420,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA

firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

PID TERMS AND AMORTIZATION

Duration (in years)	15
Interest Rate	4.50%
Annual Payment Amount	$3,108.00
Total Lifetime Payments	$46,620.00
Total Principal	$33,378.51
Total Interest	$13,241.49

Payment	Principal	Interest	Payment	Payments collected	Principal Balance
					$33,378.51
1	$1,605.97	$1,502.03	$3,108.00		$31,772.54
2	$1,678.24	$1,429.76	$3,108.00		$30,094.31
3	$1,753.76	$1,354.24	$3,108.00		$28,340.55
4	$1,832.68	$1,275.32	$3,108.00		$26,507.88
5	$1,915.15	$1,192.85	$3,108.00		$24,592.73
6	$2,001.33	$1,106.67	$3,108.00		$22,591.40
7	$2,091.39	$1,016.61	$3,108.00		$20,500.02
8	$2,185.50	$922.50	$3,108.00		$18,314.52
9	$2,283.85	$824.15	$3,108.00		$16,030.67
10	$2,386.62	$721.38	$3,108.00		$13,644.05
11	$2,494.02	$613.98	$3,108.00		$11,150.03
12	$2,606.25	$501.75	$3,108.00		$8,543.78
13	$2,723.53	$384.47	$3,108.00		$5,820.25

	14	$2,846.09	$261.91	$3,108.00	$2,974.16
	15	$2,974.16	$133.84	$3,108.00	$0.00
TOTAL		$33,378.51	$13,241.49	$46,620.00	

Origination: Community Development Department

Recommendation:

Adopt Ordinance Number 2022-28, an Ordinance Levying and Assessment against properties within the City of Tomball Public Improvement District Number Thirteen (PID 13), Pine Trails Subdivision, on First Reading.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS LEVYING AN ASSESSMENT AGAINST PROPERTIES WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT THIRTEEN, PINE TRAILS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") is authorized pursuant to Texas Local Government Code, Chapter 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Thirteen (the "PID"), adopted a Service and Assessment Plan (the "Plan") for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, inter alia, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that

this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF MARCH 2022. .

COUNCILMAN FORD _____
COUNCILMAN STOLL _____
COUNCILMAN DUNAGIN _____
COUNCILMAN TOWNSEND _____
COUNCILMAN PARR _____

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF MARCH 2022. .

COUNCILMAN FORD _____
COUNCILMAN STOLL _____
COUNCILMAN DUNAGIN _____
COUNCILMAN TOWNSEND _____
COUNCILMAN PARR _____

_____
Lori Klein- Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Public Improvement District Number Thirteen
Pine Trails of Tomball Subdivision Assessment Roll
City of Tomball, Texas

OWNER	Block	Lot	Principal	Term	Interest Rate	Annual Payment	City Admin Fee	Admin Fee	Total Annual Payment
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	1	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	2	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	3	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	4	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	5	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	6	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	7	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	8	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	9	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	10	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	11	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	12	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	13	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	14	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	15	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	16	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	17	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	18	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	19	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	20	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	21	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	22	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	23	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	24	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	25	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	26	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	27	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	28	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	29	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	30	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	31	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	32	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	1	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	2	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	3	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	4	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	5	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	6	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	7	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	8	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	9	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	10	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	11	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
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CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	15	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	16	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	17	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	18	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Consideration to approve Resolution 2022-34 a Resolution of the City of Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Raburn Reserve Public Improvement District; Setting a Date for the Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.

Background:

Resolution 2022-34 accepts the Preliminary Service and Assessment Plan for the Raburn Reserve Public Improvement District (TPID 10) and sets the date for the Public Hearing on the proposed levy of assessments for September 6, 2022.

Origination: Community Development Department

Recommendation:

Staff recommends approving Resolution 2022-34 and calling for the Public Hearing on September 19, 2022.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO.

* * * * * * * * *

WHEREAS, on July 26, 2019, Raburn Commercial Resources, LLC a Texas limited liability company (the "Petitioner"), the owner of approximately 103.7 acres within the corporate limits of the City, submitted and filed with the City Secretary of the City a petition (the "Petition") requesting the establishment of a PID to be known as the Reserve at Raburn Public Improvement District (the "District") within the corporate limits of the City; and

WHEREAS, on July 26, 2019, the City Council of the City (the "City Council") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the proposed boundaries of the District that was liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on October 7, 2019 as amended on November 4, 2019 and December 7, 2020 to add additional land pursuant to notice and public hearings (collectively the "Creation Resolution") and published the Creation Resolution as authorized by the Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after each such publication; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an “Improvement Area”); and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for certain public improvements (the "Authorized Improvements") within Improvement Area #2 of the District (the "Preliminary Plan"), such Preliminary Plan attached hereto as Exhibit B, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Authorized Improvements within Improvement Area #2; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the cost of an Authorized Improvement to be assessed against property within Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area #2 of the District because of the Authorized Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the District that states the assessment against each parcel of land within Improvement Area #2 of the District (the "Assessment Roll") and such Assessment Roll is attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Authorized Improvements for Improvement Area #2 of the District, the City Council notes that the Preliminary Plan and proposed Assessment Roll may be changed as the City Council deems appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council; and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #2 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of assessments against such property in the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act.

NOW, THEREFORE, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS**

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 6:00 p.m. on September 19, 2022 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law), to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan (the "Final Plan") and final Assessment Roll (the "Final Roll") for the District. After all objections made at such hearing have been heard, the City Council may (i) levy the assessments as special assessments against each parcel of property in the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an assessment in the proposed Final Roll as reflected on the tax rolls of the Harris County Appraisal District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the assessments, purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The City Council may amend a proposed assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearing substantially in the form attached as Exhibit A. Such publication shall occur before the 10th day before the date of the Public Hearing.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for the District and the levy of the proposed assessments, including costs of collection, penalties and interest on delinquent assessments. At the Public Hearing, the City Council will hear and pass on any objections to the

Preliminary Service and Assessment Plan and the proposed Assessment Roll and the levy of the proposed assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed assessment on any parcel in the District. After all objections, if any, have been heard and passed upon, the City may (i) levy the assessments as special assessments against each parcel of property in Improvement Area #2 of the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Roll. The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the September 19, 2022 meeting of the City Council.

PASSED, APPROVED, AND RESOLVED this 15th day of August 2022.

_____
Lori Klein-Quinn
Mayor

ATTEST:

_____
Doris Speer
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Consideration to Approve Zoning Case P22-222: Request from DeLisa Kik to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Addition from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located at 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case P22-222**

Adopt, on First Reading, Ordinance No. 2022-19, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Addition from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located at 201 Holderrieth Boulevard, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: DeLisa Kik

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member	Date	City Manager	Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P22-213: Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

Zoning Case P22-222: Request from DeLisa Kik to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Tomball from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

Community Development Department

Notice of Public Hearing

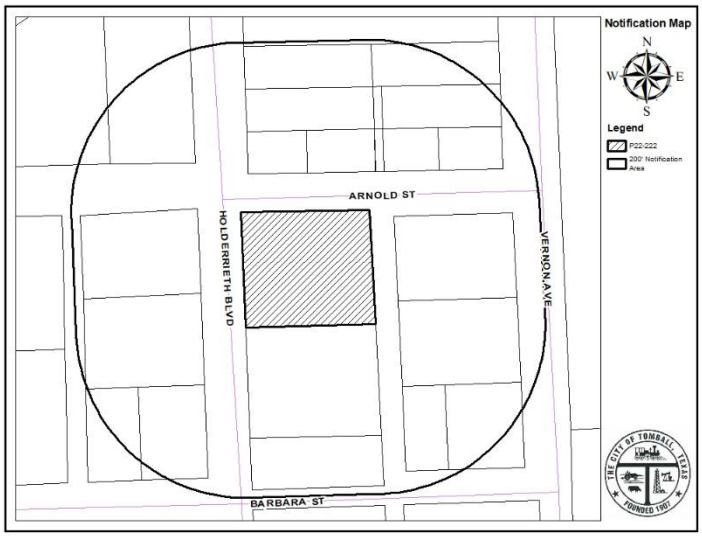
YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P22-222

APPLICANT/OWNER: DeLisa Kik

LOCATION: The property is located 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Tomball from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU).



CONTACT: Jared Smith, City Planner
PHONE: (281) 290-1491
E-MAIL: jasmith@tomballtx.gov

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

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

Planning & Zoning Commission
Public Hearing:
Monday, August 8, 2022 @ 6:00 PM

City Council Public Hearing:
***Monday, August 15, 2022 @ 6:00 PM**

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

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

Public Comment Form

(Please type or use black ink)

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

Please return to:
City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name: _____
(please print)
Address: _____

_____

Signature: _____

Date: _____

_____ I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-222. (Please state reasons below)**

_____ I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-222. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:
Monday, August 8, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:
Monday, August 15, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

_____

_____

_____

_____

_____

You may also comment via email to jasmith@tomballtx.gov.
Please reference the case number in the subject line.
For questions regarding this request please call Jared Smith @ 281-290-1491.

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Rezoning Case:	P22-222
Property Owner(s):	DeLisa Kik
Applicant(s):	DeLisa Kik
Legal Description:	Lots 11, 12, and the north ½ of Lot 10 in Block 2 of Main Street Tomball
Location:	201 Holderrieth Boulevard (Exhibit "A")
Area:	0.40 acres
Comp Plan Designation:	Neighborhood Commercial (Exhibit "B")
Present Zoning:	Single-Family 6 District (Exhibit "C")
Request:	Rezone from the Single-Family 6 District to the Old Town & Mixed-Use District

Adjacent Zoning & Land Uses:

North: Single-Family 6 District/Single-family residence(s)

South: Single-Family 6 District/Single-family residence

West: Old Town & Mixed Use/Single-family residence

East: Single-Family 6 District/Single-family residence

BACKGROUND

The subject property has been located within the city limits of Tomball since 1938. The Harris County Appraisal District suggests that the single-family residence located on the subject property was built in 1956. The property has been located within a Single Family Residential 6 zoning district since 2008 when the City of Tomball adopted zoning. According to information provided by the applicant, the reason for this zone change request is to promote a wider range of land uses to increase the marketability of the property as they intend to sell the property in the near future.

ANALYSIS

The subject property is approximately 0.40 acres, located in the 200 block on the east side of Holderrieth Boulevard. Properties north, east, and south of the subject site are within the Single Family Residential 6 zoning district and these properties are currently occupied by single-family residences. West of the subject property, west of Holderrieth Boulevard, are existing single-family residences located within the Old Town & Mixed Use zoning district.

Comprehensive Plan Recommendation: The Future Land Use Plan within the Comprehensive Plan designates the subject property as "Neighborhood Commercial". According to the Comprehensive Plan, the Neighborhood Commercial land use category is intended for commercial uses that are developed with the appropriate context, scale, and design to complement residential development. These areas are intended to be accessible by both vehicles and pedestrians.

The Comprehensive Plan identifies restaurants, retail, professional services, clinics, and offices within the Neighborhood Commercial land use.

According to the Comprehensive Plan, Office, General Retail and Planned Developments are considered appropriate zoning districts within the Neighborhood Commercial land use.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: "Neighborhood commercial development should be located adjacent to an intersection of a collector street or greater function classification. Neighborhood commercial could be appropriate as a stand-alone development or as part of mixed-use planned unit development."

Staff Review Comments:
Although the request to rezone to Old Town & Mixed Use (OT & MU) is not in direct conformance with the Neighborhood Commercial Future Land Use category. Rezoning to Old Town & Mixed Use will achieve the intent of this land use category. According to Section 50-79 (*Old Town and Mixed-Use District*), the nature of the Old Town & Mixed Use District "is a mixture of retail, commercial and other non-residential uses, along with single-family homes and multiple-family uses. The City's Comprehensive Plan endorses the continuation of the mixture of uses in these areas." Additionally, this area "is intended to provide a zoning mechanism for a variety of uses in the original town site and those areas that have a diverse mixture of uses." This zone change will promote the goal of encouraging development with a mixture of uses in a walkable environment. According to the Comprehensive Plan "locating community facilities, services, and limited commercial services within and near existing neighborhoods has the potential to create mutually-beneficial synergies and higher quality of life." This request also serves to achieve the community livability goal of encouraging the expansion of Old Town so that it continues to grow as the City grows. Given the proximity to existing commercial land uses and Tomball Intermediate School, this requested zone change will further encourage the mixture of land uses within the immediate area and will not be contrary to the Comprehensive Plan or the Future Land Use Plan. Furthermore, the character of development promoted by Old Town & Mixed Use zoning is intended to be compatible with nearby single-family residential land uses.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on July 25, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P22-222.

P&Z RECOMMENDATION

Approval (4 Vote Aye, 0 Vote Nay)

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan Map
C. Zoning Map
D. Site Photo
E. Zone Change Permitted Use Comparison Chart
F. Rezoning Application

Exhibit "A"
Aerial Location map

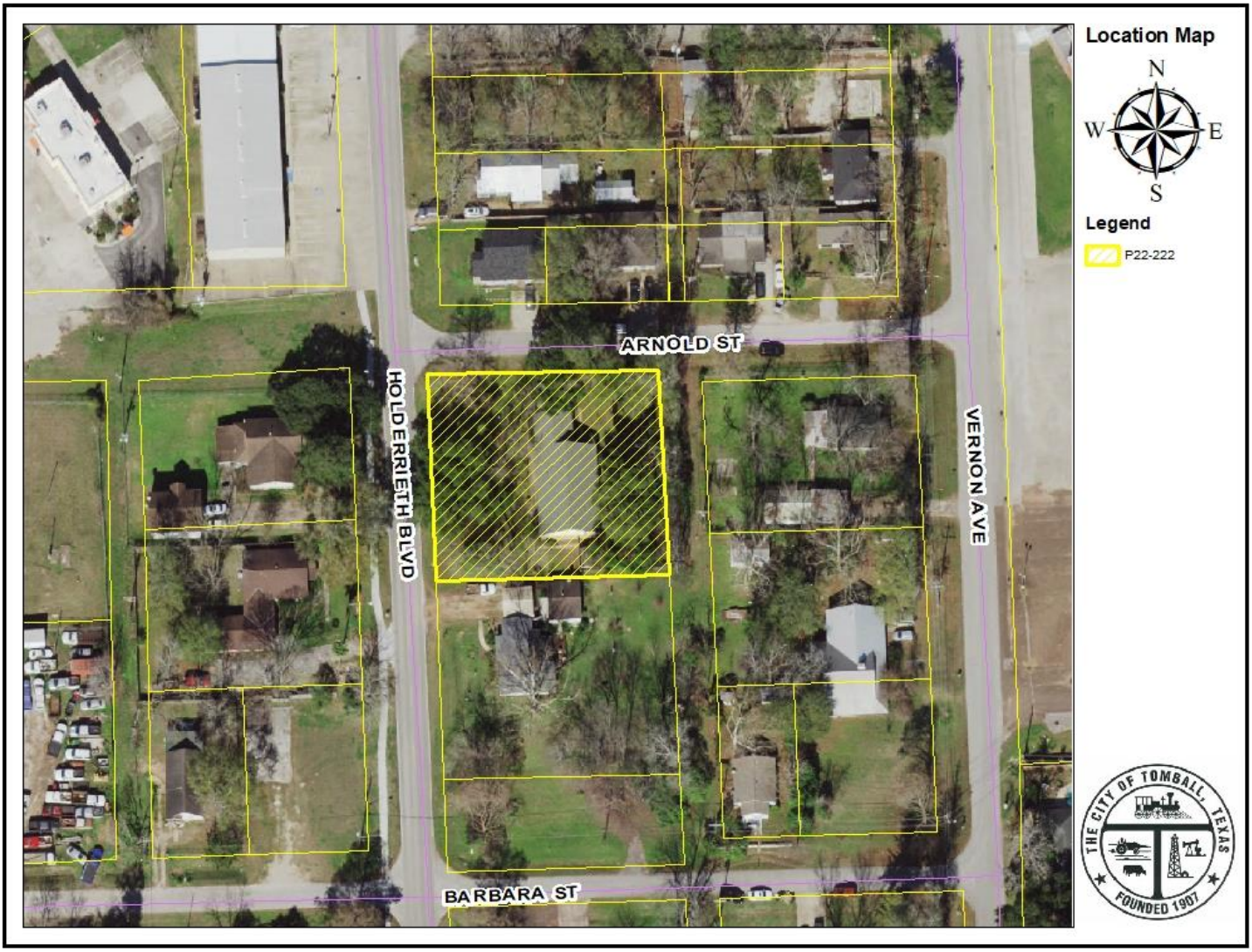


Exhibit "B"
Future Land Use Plan Map

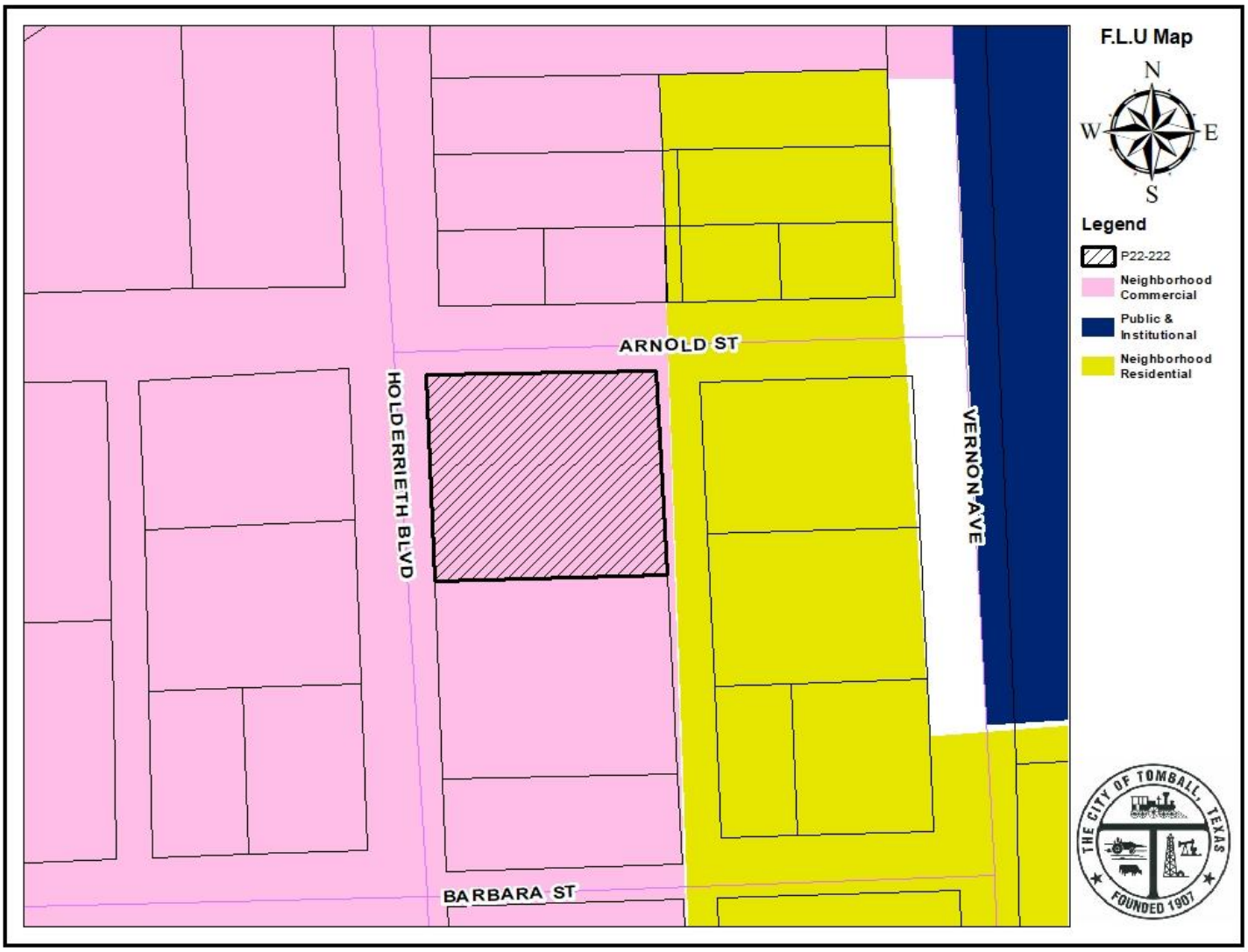


Exhibit "C"
Zoning Map



Exhibit “D”
Site Photo



Exhibit "E"
Zone Change Permitted Use Comparison Chart

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&MU	
Agriculture			
Bulk Grain and/or feed storage			1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	None
Feed and grain store/farm supply store ‡		C	1 space per 500 square feet
Flour and other grain mills			1 space per 1,000 square feet
Livestock, wholesale/auction			None
Livestock sales/auction			None
Stable, commercial			1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡	C		None
Residential			
Accessory building/structure (business or industry) ‡		P	None
Accessory building/structure (residential) ‡	P	P	None
Accessory dwelling	C	P	None
Garage/accessory dwelling ‡	C	P	None
Caretaker's, guard's residence ‡		P	1 space per caretaker/guard
Dwelling, four-family (quadraplex) (defined under Multiple-family dwelling) ‡		P	2 spaces per dwelling
Dwelling, HUD code-manufactured home ‡		C	2 spaces per dwelling
Dwelling, industrialized home ‡	P	C	2 spaces per dwelling
Dwelling, multiple-family ‡		P	2 spaces per dwelling
Dwelling, single-family attached ‡		P	2 spaces per dwelling
Dwelling—Single-family detached ‡	P	P	2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡		P	2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡		P	2 spaces per dwelling
Home occupation ‡	P	P	None
Residential use ‡	P	P	2 spaces per dwelling
Private street subdivision	P	P	None
Office			
Clinic, emergency care		C	1 space per 150 square feet
Clinic, medical and/or dental		P	1 space per 300 square feet
Credit agency		P	1 space per 300 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Bank, savings and loan, or credit union (no motor bank services)		P	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)		P	1 space per 300 square feet
Office, professional and general business ‡		P	1 space per 300 square feet
Office, parole-probation		C	1 space per 300 square feet
Office showroom/warehouse ‡		P	1 space per 300 square feet
Security monitoring company (no outside storage)		P	1 space per 300 square feet
Telemarketing agency		C	1 space per 250 square feet
Telephone exchange/switching station ‡		C	1 space per 500 square feet
Temporary real estate field office	P	P	4 spaces
Model home (including sales office)	P	P	2 spaces per model
Personal and Business			
Ambulance service		C	1 space per 500 square feet
Automobile driving school (including defensive driving)		P	1 space per classroom seat
Barber/beauty shop (no related school/college)		P	1 space per 200 square feet
Bed and breakfast inn ‡	C	P	2 spaces plus one per guest room
Check cashing service			1 space per 100 square feet
Dance hall/dancing facility ‡		P	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	C	P	1 space per 100 square feet
Fortunetelling and similar activities ‡			1 space per 300 square feet
Funeral home ‡		C	See Section 50-112
Greenhouse (non-retail/hobby)	P	P	None
Health club (indoor)		P	1 space per 300 square feet
Health club (outdoor)		P	1 space per 300 square feet
Hotel‡		C	See Section 50-112
Motel‡		C	See Section 50-112
Laundromat/washateria/self-service ‡		P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡		P	1 space per 200 square feet
Loan service (payday/auto title)			1 space per 100 square feet
Mailing service (private)		P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Pharmacy (retail only)		P	1 space per 200 square feet
Reception venue		P	1 space: 4 seats
Recreational vehicle park			
Rehabilitation care facility (halfway house) ‡	C	C	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	C	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)		P	1 space per 200 square feet
Sexually oriented business			
Tattoo or body piercing studio ‡			1 space per 200 square feet
Wedding chapel		P	1 space per four seats
Retail			
Antique shop (no outside sales or storage) ‡		P	1 space per 500 square feet
Antique shop (with outside storage)		P	1 space per 500 square feet
Apparel shop		P	1 space per 200 square feet
Art gallery/museum/dealer ‡		P	1 space per 500 square feet
Artist or photography studio		P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡		P	1 space per 200 square feet
Bakery, retail (with drive-through)		P	1 space per 200 square feet
Bakery (wholesale) ‡		P	1 space per 500 square feet
Bird and pet shops (retail only)		P	1 space per 200 square feet
Book/stationery shop (retail only) ‡		P	1 space per 200 square feet
Brewpub		P	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡		P	1 space per 1,000 square feet
Carpenter shop		P	1 space per 500 square feet
Catering service		P	1 space per 500 square feet
Consignment shop		P	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡		C	See Section 50-112

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Copy shop ‡		P	1 space per 200 square feet
Drinking establishment		P	
Drug store (retail only)		P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡		P	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive through service) ‡		P	
Eating establishment (with drive-through service) ‡		P	
Electronic goods (retail only)		P	1 space per 200 square feet
Florist shop (retail only) ‡		P	1 space per 200 square feet
Food or grocery store		P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡		P	1 space per 500 square feet
Furniture store (new and used) ‡		P	1 space per 200 square feet
General retail stores (no outside storage)		P	1 space per 200 square feet
Gift or card shop (retail only)		P	1 space per 200 square feet
Hardware store		P	1 space per 400 square feet
Hobby and crafts store (retail only)		P	1 space per 200 square feet
Home improvement center		P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store		P	1 space per 200 square feet
Market, open air, flea		P	1 space per 200 square feet
Meat and fish market (retail only)		P	1 space per 200 square feet
Mobile Food Court ‡		C	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor
Motion picture studios, commercial films		P	1 space per 300 square feet
Motion picture theater (indoors)		P	See Section 50-112
Nursery ‡		P	1 space per 1,000 square feet of sales area
Garden shop ‡		P	1 space per 200 square feet
Painting and refinishing shop		P	1 space per 500 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Piano and musical instruments (retail only)		P	1 space per 200 square feet
Shoe repair shop (retail only)		P	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)		P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only		C	1 space per 500 square feet
Trophy engraving		P	1 space per 300 square feet
Upholstery shop (nonauto)		P	1 space per 200 square feet
Used merchandise		P	1 space per 200 square feet
Video rental/sales		P	1 space per 200 square feet
Transportation and Auto Services			
Airport or landing field ‡			1 space per 500 square feet
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)			1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)		C	1 space per 300 square feet
Auto accessories (retail sales only)		P	1 space per 200 square feet
Auto body repair/painting		P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡			See Section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)		C	See Section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡			See Section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display		C	See Section 50-112
Auto glass repair/tinting		P	1 space per 200 square feet
Auto interior shop/upholstery		P	1 space per 200 square feet
Auto muffler shop		P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Auto paint shop		P	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)		P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)			1 space per 200 square feet
Auto rental		C	1 space per 200 square feet
Auto repair (major) ‡		C	1 space per 200 square feet
Auto repair (minor) ‡		P	1 space per 200 square feet
Auto storage or auto auction ‡			1 space per 1,000 square feet
Auto tire sales (indoor)		P	1 space per 200 square feet
Auto wrecker service		C	1 space per 200 square feet
Automobile assembly		C	1 space per 1,000 square feet
Automobile parts manufacturing		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡		P	3 spaces per washing capacity of module
Automobile wash (self-service) ‡		P	3 spaces per washing capacity of module
Bike sales and/or repair		P	1 space per 500 square feet
Bus or truck storage			1 space per 1,000 square feet
Gasoline station			See Section 50-112
Motor freight transportation, storage, and terminal		C	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡			See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display		C	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	C	C	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display			See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display		C	See Section 50-112
Railroad team tracks, unloading docks, and spurs		C	None
Railroad yards, round house or shop		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Taxi/limousine service		C	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡		P	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡			1 space per 1,000 square feet
Transfer station (refuse/pick-up) ‡			1 space per 500 square feet
Transit terminal ‡			See Section 50-112
Truck and bus leasing ‡		C	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡			1 space per 1,000 square feet
Truck stop ‡		C	1 space per 1,000 square feet
Truck terminal ‡		C	See Section 50-112
Amusement and Recreation			
Amusement, commercial (indoor) ‡		C	1 space per 100 square feet
Amusement, commercial (outdoor) ‡		C	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡		C	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡		C	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)		C	1 space per 200 square feet
Bingo facility		P	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)		C	4 spaces per lane
Dinner theatre		P	1 space per three seats or bench seating space
Drive-in theater		C	1 space per speaker
Golf driving range		C	See Section 50-112
Golf course (private) ‡	C	C	6 spaces per hole
Golf course (publicly owned) ‡	P	P	6 spaces per hole
Playfield or stadium (private)		P	1 space per three seats
Recreational vehicle park/campground ‡		C	1.5 per RV pad
Skating rink		P	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	1 space for each 100 square feet of gross water surface and deck area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Swimming pool, commercial ‡		P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	2 spaces per court
Tennis court (private/lighted)	C	C	2 spaces per court
Institutional/Governmental			
Adult day care (business)			
Antenna (commercial)			
Antenna (noncommercial)			
Armed services recruiting center		P	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡		P	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house		C	1 space per 100 square feet
Broadcast station (with tower)			
Broadcast towers (commercial)			
Cellular communications tower/PCS			
Cemetery and/or mausoleum ‡	C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡		P	1 space per three children
Church/temple/place of worship ‡	P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club		P	See Section 50-112
Community center (public)	C	P	See Section 50-112
Community home ‡	P	P	1 space per 300 square feet
Community or social buildings ‡	C	P	1 space per 300 square feet
Country club (private) ‡	C	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Earth satellite dish (private, less than 3 feet in diameter)			
Electric power plant		C	1 space per 1,000 square feet
Electrical substation ‡	C	C	1 space per 1,000 square feet
Exhibition hall ‡		C	1 space per 100 square feet
Fair ground or rodeo ‡		C	1 space per 1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	1 space per 10 children plus 1 space per teacher

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Fraternal organization ‡		P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Fraternity or sorority house ‡		C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	C	P	1 space per 300 square feet
Heliport ‡		C	3 spaces
Helistop		C	3 spaces
Hospital ‡		P	1 space per bed
Household care facility ‡	P	P	1 space per 6 clients
Household care institution			1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡		C	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	C	P	1 space per 200 square feet
Municipal facility or use ‡	P	P	1 space per 300 square feet
Museum	C	P	See Section 50-112
Park and/or playground (private) ‡	P	P	
Park and/or playground (public, municipal) ‡	P	P	
Penal or correctional institutions		C	1 space per 500 square feet
Post office (governmental)	P	P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)		C	1 space per 4 seats
Radio, television and communications towers			
Rectory/parsonage	P	P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡			
Riding academy	C	C	1 space per five stalls
Sanitary landfill (private)			1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)		P	1 space per three students, based on design
School, college or university	C	P	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡		P	1 space per student
School, public or denominational ‡	P	P	See Section 50-112
School, other than public or denominational ‡		P	
Sheltered care facility ‡		C	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡			

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Skilled nursing facility ‡		C	See Section 50-112
Studio for radio and/or television (no towers) ‡		P	1 space per 200 square feet
~~Commercial and Wholesale Trade~~			
Animal kennel (outdoor pens)			1 space per 500 square feet
Appliance repair		P	1 space per 500 square feet
Book binding		P	1 space per 500 square feet
Carpet and rug cleaning plant		C	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)			1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡		C	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)		P	1 space per 1,000 square feet
Construction contractor with storage yard			1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles		P	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official.)	P	P	None
Distribution center ‡		C	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)		P	1 space per 1,000 square feet
Electronic assembly		C	1 space per 1,000 square feet
Electro-plating/electro-typing		C	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)		P	1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening		C	1 space per 500 square feet
Fur/hide tanning and finishing			1 space per 1,000 square feet
Heating and air conditioning sales/services		C	1 space per 1,000 square feet
Iron works (ornamental)			1 space per 1,000 square feet
Lawnmower repair and/or sales		C	1 space per 500 square feet
Loading or storage tracks		C	None
Locksmith		C	1 space per 500 square feet
Machine shop		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Maintenance and repair service for buildings/janitorial		C	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡		C	1 space per 1,000 square feet
Mattress, making and renovating		C	1 space per 1,000 square feet
Milk depot, wholesale			1 space per 1,000 square feet
Mini-warehouse/self storage ‡		C	See Section 50-112
Mortuary		C	See Section 50-112
Moving and storage company		C	1 space per 1,000 square feet
News printing		C	1 space per 1,000 square feet
Outdoor sales as a primary use ‡			1 space per 5,000 square feet of land area
Pawn shop ‡		C	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡		P	1 space per 200 square feet
Plumbing shop		C	1 space per 200 square feet
Printing equipment, supplies and repairs		C	1 space per 500 square feet
Propane sales filling (retail)		C	1 space per 200 square feet
Publishing and printing company		P	1 space per 500 square feet
Quick lube/oil change/minor inspection		P	1 space per 200 square feet
Salvage storage yard ‡			5 per acre
Scientific and industrial research laboratories (hazardous) ‡			1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡		P	1 space per 300 square feet
Scrap metal storage yard			5 space per acre
Security systems installation company		C	1 space per 300 square feet
Sheet metal shop			1 space per 1,000 square feet
Storage of cement, sands and gravel			1 space per 5,000 square feet of storage area
Storage of used lumber and building materials			1 space per 5,000 square feet of storage area
Taxicab storage and repair			1 space per 500 square feet
Taxidermist			1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡		P	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡		C	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Vacuum cleaner sales and repair ‡		P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡		P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡			1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡		C	1 space per 1,000 square feet
Welding shop		C	1 space per 1,000 square feet
Wholesale trade, nondurable goods		C	1 space per 1,000 square feet
Woodworking shops		C	1 space per 1,000 square feet
Wrecking materials yard ‡			1 space per 1,000 square feet
and Heavy Manufacturing/Industrial			
Acid manufacture			1 space per 1,000 square feet
Adhesives and sealants manufacture			1 space per 1,000 square feet
Aircraft parts manufacture			1 space per 1,000 square feet
Airplane repair and manufacturing			1 space per 1,000 square feet
Animal processing and slaughter			1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law			1 space per 1,000 square feet
Artificial flower manufacture			1 space per 1,000 square feet
Asphalt paving and roofing material manufacture			1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood			1 space per 1,000 square feet
Bag manufacturing			1 space per 1,000 square feet
Battery manufacture			1 space per 1,000 square feet
Bleaching/chorine powder manufacture			2 spaces per 1,000 square feet
Boiler manufacture and repair			1 space per 1,000 square feet
Bottling works			1 space per 1,000 square feet
Broom manufacture			1 space per 1,000 square feet
Candy and other confectionary products manufacture			1 space per 1,000 square feet
Canning and preserving factory			1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Canvas and related products manufacture			1 space per 1,000 square feet
Casein manufacture			1 space per 1,000 square feet
Celluloid and similar cellulose manufacture			1 space per 1,000 square feet
Cement manufacture			1 space per 1,000 square feet
Ceramic products manufacture			1 space per 500 square feet
Chalk manufacture			1 space per 1,000 square feet
Chemicals (agricultural) manufacture			1 space per 1,000 square feet
Chemicals (industrial) manufacture			1 space per 1,000 square feet
Clothing manufacture			1 space per 500 square feet
Coffee roasting			
Coffin manufacture			1 space per 1,000 square feet
Cold storage plants/locker			1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡			1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡			1 space per 5,000 square feet of land
Crematory			1 space per 1,000 square feet
Culvert manufacture			1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture			1 space per 1,000 square feet
Dairy products manufacture			1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)			1 space per 1,000 square feet
Dye manufacture			1 space per 1,000 square feet
Dyeing plant			1 space per 1,000 square feet
Electric lamp manufacture			1 space per 1,000 square feet
Elevator manufacture			1 space per 1,000 square feet
Enameling and painting			1 space per 1,000 square feet
Engraving plant			1 space per 1,000 square feet
Envelope manufacture			1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&ME	
Farm/garden machinery and equipment manufacture			1 space per 1,000 square feet
Fats and oils (animal) manufacture			1 space per 1,000 square feet
Feed manufacture			1 space per 500 square feet
Felt manufacture			1 space per 1,000 square feet
Food processing ‡			1 space per 1,000 square feet
Footwear manufacture			1 space per 500 square feet
Foundry, all types			1 space per 1,000 square feet
Furnace manufacture			1 space per 1,000 square feet
Fixtures manufacture			1 space per 1,000 square feet
Furniture manufacture			1 space per 1,000 square feet
Gases (industrial) manufacture			1 space per 1,000 square feet
Glucose manufacture			1 space per 1,000 square feet
Hair products factory (other than human)			1 space per 1,000 square feet
Heavy machinery sales and storage ‡			1 space per 1,000 square feet
Ice cream/ice manufacture			1 space per 1,000 square feet
Kerosene manufacture or storage			1 space per 1,000 square feet
Laboratory equipment manufacturing ‡			1 space per 1,000 square feet
Leather products manufacture			1 space per 1,000 square feet
Lumber mill/yard			1 space per 1,000 square feet
Machinery manufacture			1 space per 1,000 square feet
Marble working and finishing			1 space per 1,000 square feet
Meat packing plant			1 space per 1,000 square feet
Metal cans and shipping containers manufacture			1 space per 1,000 square feet
Metal products, stamping and manufacture			1 space per 1,000 square feet
Mirror resilvering			1 space per 200 square feet
Office equipment manufacture			1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&MU	
Oil compounding and barreling			1 space per 1,000 square feet
Oilcloth manufacture			1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture			1 space per 1,000 square feet
Paint manufacture and/or mixing			1 space per 1,000 square feet
Paper and paper pulp manufacture			1 space per 1,000 square feet
Paper products and paper box manufacture			1 space per 1,000 square feet
Pecan processing			1 space per 1,000 square feet
Petroleum and petroleum products refining			1 space per 1,000 square feet
Petroleum distribution/storage ‡			1 space per 1,000 square feet
Plastic products, molding, casting and shaping			1 space per 1,000 square feet
Poultry hatchery			1 space per 1,000 square feet
Poultry slaughtering and processing			1 space per 1,000 square feet
Printing ink manufacture			1 space per 1,000 square feet
Reduction of fats, ores, metals, garbage, offal, etc.; rendering plant			1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions			1 space per acre
Rug and carpet manufacture			1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡			1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture			1 space per 1,000 square feet
Sign manufacturing (no outside storage)			1 space per 1,000 square feet
Sign manufacturing (with outside storage)			1 space per 1,000 square feet
Snuff manufacture			1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture			1 space per 1,000 square feet
Starch manufacture			1 space per 1,000 square feet
Steel works, blast furnaces and rolling mills			1 space per 1,000 square feet
Stone cutting or crushing			1 space per 5,000 square feet of land area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	SF-6	OT&MU	
Stone, clay, glass and concrete Products (other than handicrafts) manufacture			1 space per 1,000 square feet
Textile products manufacture			1 space per 1,000 square feet
Tire retreading and recapping			1 space per 1,000 square feet
Truck manufacture			1 space per 1,000 square feet
Waste paper products manufacture			1 space per 1,000 square feet
Water distillation			1 space per 1,000 square feet
White lead manufacture			1 space per 1,000 square feet
Wood container manufacture			1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar			1 space per 1,000 square feet
Wood preserving manufacture and treatment			1 space per 1,000 square feet
Wood products manufacture			1 space per 1,000 square feet

); Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

Exhibit "F"
Rezoning Application

RECEIVED (KC)
06/28/2022

Revised: 4/13/2020

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

Applicant

Name: DeLisa Kik Title: Ms.
Mailing Address: 312 Roy Ct W City: Keller State: Texas
Zip: 76248 Contact:
Phone: (801) 309-8298 Email: dlisak@aol.com

Owner

Name: DeLisa Kik Title: Ms.
Mailing Address: 312 Roy Ct W City: Keller State: Texas
Zip: 76248 Contact:
Phone: (801) 309-8298 Email: dlisak@aol.com

Engineer/Surveyor (if applicable)

Name: Title:
Mailing Address: City: State:
Zip: Contact:
Phone: ( ) Fax: ( ) Email:

Description of Proposed Project: Zoning change

Physical Location of Property: 201 Holderrieth Blvd
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: LTS 11 12 & N 1/2 of LT 10 BLK 2 MAIN STREET TOMBALL
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF 6

Current Use of Property: Single Family Residence

Proposed Zoning District: OT & MU

Proposed Use of Property: Planning to sell property

HCAD Identification Number: 0670990020010 Acreage: 0.4

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X _____ 06/27/2023

Signature of Applicant **Date**

X _____ 06/27/2023

Signature of Owner **Date**

Revised: 4/13/2020

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- ☐ **Completed application form**
- ☐ ***Copy of Recorded/Final Plat**
- ☐ **Check for $400.00 + $10.00 per acre (Non-Refundable)**
- ☐ **Letter stating reason for request and issues relating to request**
- ☐ **Conceptual Site Plan (if applicable)**
- ☐ **Metes & Bounds of property**
- ☐ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

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

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

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

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

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

From: D <dlisak@aol.com>
Sent: Friday, July 15, 2022 3:22 PM
To: Jared Smith
Subject: Re: 201 Holderrieth Blvd.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I did send it, but can't seem to find it. So here it is.

I would like to change the zoning of 201 Holderrieth Blvd. in order to make the house more marketable. I don't have to plans to do anything with the house at this time other than sell it. Since the area is surrounded by old town mixed use, it will be keeping up with the way the neighborhood is progressing.

Thank you,
DeLisa Kik

No. 189453

Wm. Holderrieth To - - -

Dedication & Map

State of Texas, County of Harris. That I, Wm. Holderrieth, owner of the property subdivided in this map of Main Street Addition, do hereby make subdivision of said property according to the lines, lots and streets thereon shown, and designate said subdivision as Main Street Addition, and being located in the Jos. House League, in Harris County, Texas, and I do hereby dedicate to the public use all the streets & alleys shown thereon forever. Witness my hand in Tomball, Harris County, Texas, this 26 day of Oct. A.D., 1938.

Wm. Holderrieth

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared Wm. Holderrieth, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office at Tomball, Harris County, Texas, this 26 day of Oct., A.D.1938.

Geo. T. Southwell, Notary Public
in and for Harris County, Texas. (Seal)

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared A. C. Stimson, who, under oath, said that he knows the location of the Main Street Addition subdivision and that said Main Street Addition as hereon delineated is beyond the five mile limit of the City of Houston and does not come under the jurisdiction of the City Planning Commission. A. C. Stimson

Subscribed and sworn to before me, the undersigned authority, on this 26 day of October A.D. 1938.

W. A. Bauer, Notary Public
in and for Harris County, Texas. (Seal)

State of Texas, County of Harris. This is to certify that I, A.C. Stimson, County Surveyor, have surveyed and platted the above subdivision, and all street and block corners are properly marked with iron pipes and this plat is a true and correct copy of that survey and plat made by me. The southeast corner of this subdivision is located 384.5' North and 1236.7' West of the southeast corner of the Jos. House League as generally recognized.

A.C. Stimson, County Surveyor

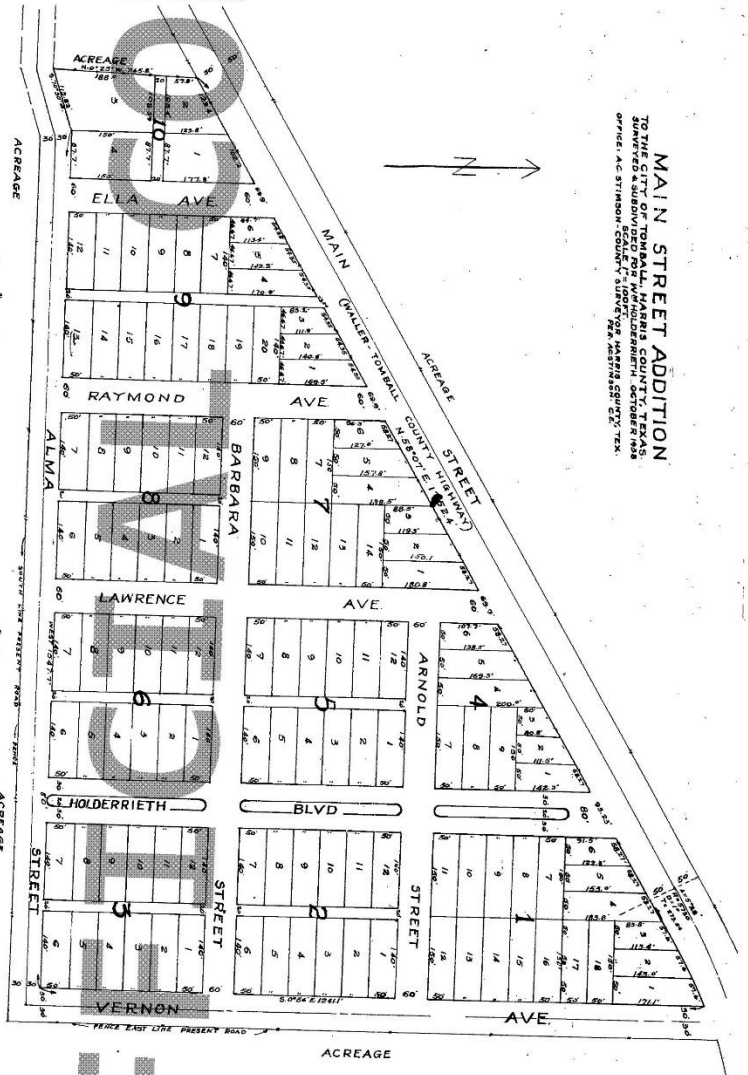
Approved: Hugo W. H. Zapp, Co. Engr.

This is to certify that Wm. Holderrieth, the subdivider, has complied with all conditions necessary, as provided by law, in subdividing this property.

Roy Hofheinz, County Judge. (Seal)
R. H. Spencer, Commissioner Precinct No. 1.
Beatrice Massey, Commissioner Precinct No. 2.
Wm. Tautenhahn, Commissioner Precinct No. 3.
Tom A. Graham, Commissioner Precinct No. 4.

Filed for record Dec. 22,1938 at 9.25 o'clock A.M.
Recorded Dec. 27, 1938 at 9:15 o'clock A. M.

Henry M.Dudley, Clerk
County Court, Harris County,Texas.
By Marguerite Bradley Deputy.



UNOFFICIAL COPY

43

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.40 ACRES OF LAND LEGALLY DESCRIBED AS BEING ALL OF LOTS 12, 11, AND THE NORTH ½ OF LOT 10 IN BLOCK 2 OF MAIN STREET ADDITION FROM SINGLE FAMILY RESIDENTIAL (SF-6) TO OLD TOWN & MIXED USE (OT & MU). LOCATED AT 201 HOLDERRIETH BOULEVARD, PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

Whereas, DeLisa Kik has requested that approximately 0.40 acres of land legally described as being all of Lots 12, 11 & the north ½ of Lot 10 in Block 2 of Main Street Addition, located at 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

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

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Single Family Residential - 6 District to the Old Town & Mixed Use subject to the regulations, restrictions, and conditions hereafter set forth.

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

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

Old Town & Mixed Use District as described above.

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15th DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6th DAY OF SEPTEMBER 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

EXHIBIT “A”



Location: 201 Holderrieth Boulevard

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:
Consideration to Approve Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas

Conduct Public Hearing on **Zoning Case P22-226**

Adopt, on First Reading, Ordinance No. 2022-20, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, providing for severability; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: Maple Group, LTD represented by Cross Engineering

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____

Staff Member	Date	City Manager	Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P22-213: Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

Zoning Case P22-222: Request from DeLisa Kik to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Tomball from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

Community Development Department

Notice of Public Hearing

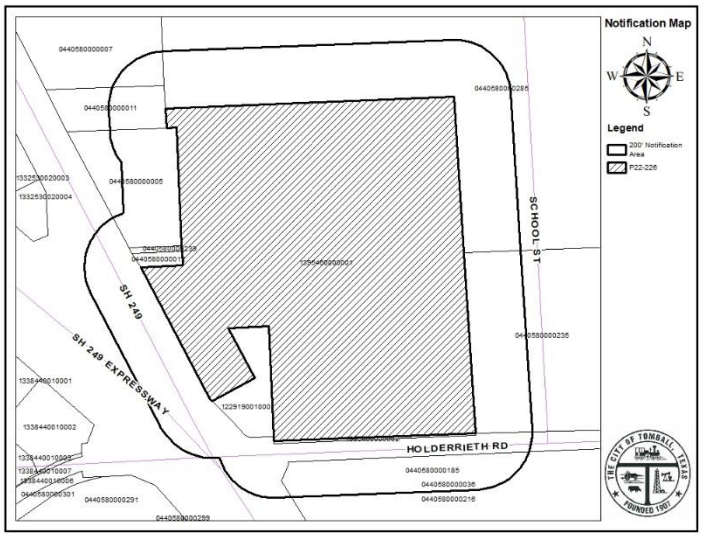
YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P22-226

APPLICANT/OWNER: Maple Group, LTD represented by Cross Engineering

LOCATION: The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C).



CONTACT: Jared Smith, City Planner
PHONE: (281) 290-1491
E-MAIL: jasmith@tomballtx.gov

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

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

Planning & Zoning Commission
Public Hearing:
Monday, August 8, 2022 @ 6:00 PM

City Council Public Hearing:
***Monday, August 15, 2022 @ 6:00 PM**

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

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

Public Comment Form

(Please type or use black ink)

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

Please return to:
City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name: Stuart A. Rathe
(please print)
Address: 917 Franklin St., Ste. 550
Houston, TX 77002

Signature: Stuart A Rathe

Date: July 27, 2022

X I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-226. (Please state reasons below)**

____ I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-226. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:
Monday, August 8, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:
Monday, August 15, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to jasmith@tomballtx.gov.
Please reference the case number in the subject line.
For questions regarding this request please call Jared Smith @ 281-290-1491.

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Rezoning Case:	P22-226
Property Owner(s):	Maple Group, LTD
Applicant(s):	Cross Engineering
Legal Description:	Reserve "A", in Maple Group
Location:	Northeast corner of the intersection of Holderrieth Road and the State Highway 249 frontage road. (Exhibit "A")
Area:	25.87 acres
Comp Plan Designation:	Corridor Commercial (Exhibit "B")
Present Zoning and Use:	Planned Development (PD# 8) (Exhibit "C") / Vacant (Exhibit "D")
Request:	Rezone to the Commercial District

Adjacent Zoning & Land Uses:

North: Planned Development (PD #14)/Single-Family Residential Subdivision

South: N/A (ETJ)/Vacant Land

West: Commercial (C) & Planned Development (PD #8)/Retail, Office, and Martial Arts

East: Commercial (C) & Planned Development (PD #14)/Single-Family Residential Subdivision & Vacant Land

BACKGROUND

The subject property has been within the city limits since 1960 (Ordinance#1960-01) and has remained vacant since that time. The property was rezoned from Commercial to Planned Development District #8 in 2014 (Ordinance #2014-39). This planned development was intended to promote a mixed-use development that would include multi-family apartments along with commercial land uses along the State Highway 249 frontage road and Holderrieth Road. Although this planned development was adopted by ordinance the site has remained undeveloped. The applicant is requesting to rezone the property back to its original Commercial zoning classification to allow the construction of a large retail store on the subject property.

ANALYSIS

The subject property is approximately 25.87 acres, located at the northeast corner of the intersection of Holderrieth Road and State Highway 249. Property north and northeast of the subject site is located within Planned Development District #14. In June of 2022, the City of Tomball Planning & Zoning Commission approved the Final Plat of Wood Leaf Reserve, Section 2, a subdivision comprised of single-family detached homes within this segment of Planned Development #14. East of the subject property is vacant land that is within a Commercial zoning district. West of the subject site are properties that are located within Commercial zoning and are occupied by retail and office land uses. Southeast of the site is a property that is within Planned Development #8, which is occupied by buildings that predate this Planned Development; the site is occupied by a martial arts facility. South of the subject property on the south side of Holderrieth Road is vacant land that is outside the limits of the City of Tomball.

Comprehensive Plan Recommendation:

The Future Land Use Map within the Comprehensive Plan designates the subject property as "Corridor Commercial." According to the Comprehensive Plan, this Corridor Commercial land use category is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. This land use category typically is comprised of varying lot sizes and intensities predominately serving the automobile. While these areas will likely always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations.

The Comprehensive Plan identifies regional commercial, personal service offices, multi-family, retail, entertainment, dining, hotels, and brew pub/distilleries to be appropriate land uses within the Corridor Commercial land use.

According to the Comprehensive Plan, Office, General Retail, Commercial, Mixed Use, Multi-Family, and Planned Developments are considered appropriate zoning districts within the Corridor Commercial land use category.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: "Development should gain primary access from an arterial street. Pedestrian enhancements should be a focus with comfort and safety taking priority. New development should include improved standards for building form and architecture, buffering, landscaping, and signage."

Staff Review Comments:

The request to rezone the subject property to Commercial is in accordance with the Corridor Commercial land use identified on the Future Land Use Map. According to the Comprehensive Plan this land use category is intended for nonresidential uses along high-traffic, regionally serving thoroughfares. Further, the City of Tomball Code of Ordinance states that convenient access to major thoroughfares is a primary consideration for Commercial zoning districts. The subject site is located at the intersection of Medical Complex Drive (minor arterial) and State Highway 249 (expressway). Commercial land uses are often located at intersections such as this because they provide convenient access and exposure to higher volumes of traffic. Lastly, this change in zoning may promote the Comprehensive Plans goal of promoting development that creates complimentary relationships between differing land uses. According to the Comprehensive Plan, locating commercial services within and near existing and proposed neighborhoods has the potential to be mutually beneficial.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on July 25, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION:

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-226.

P&Z RECOMMENDATION:

Approval (4 Vote Aye, 0 Vote Nay)

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan Map
C. Zoning Map
D. Site Photo
E. Zoning District Permitted Use Comparison Chart
F. Planned Development District #8 Ordinance
G. Rezoning Application

Exhibit "A"
Aerial Location Map

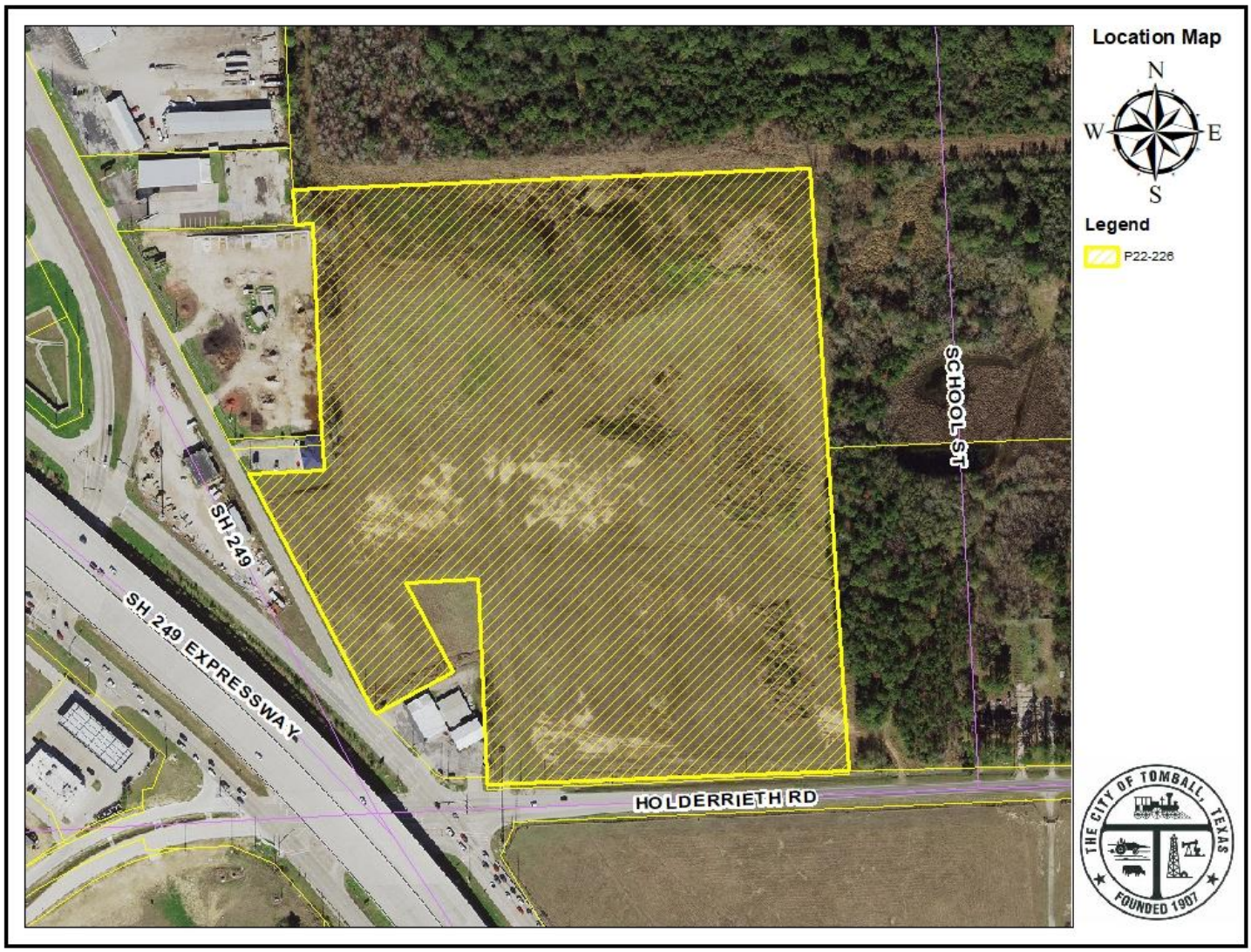


Exhibit "B"
Future Land Use Plan Map

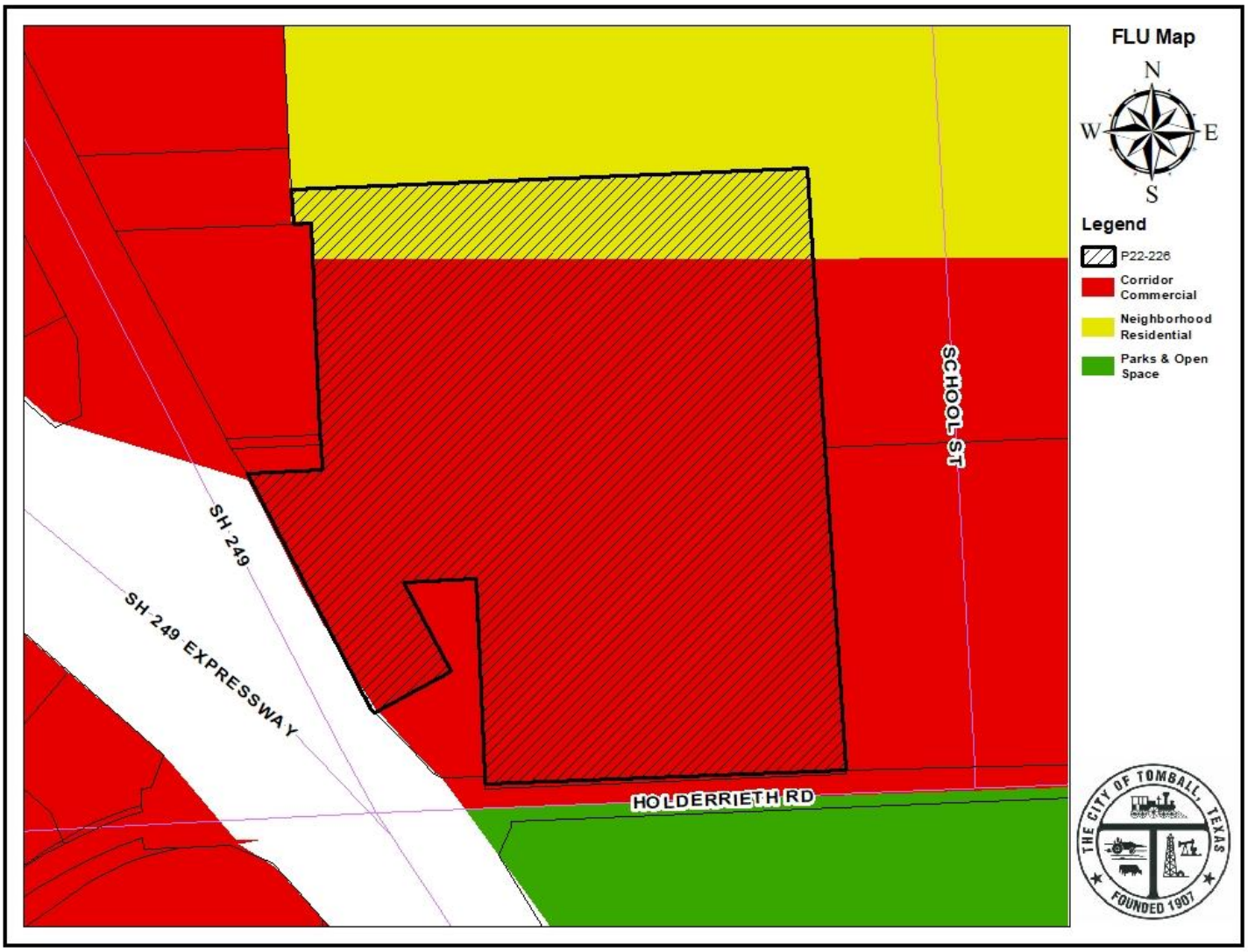


Exhibit "C"
Zoning Map

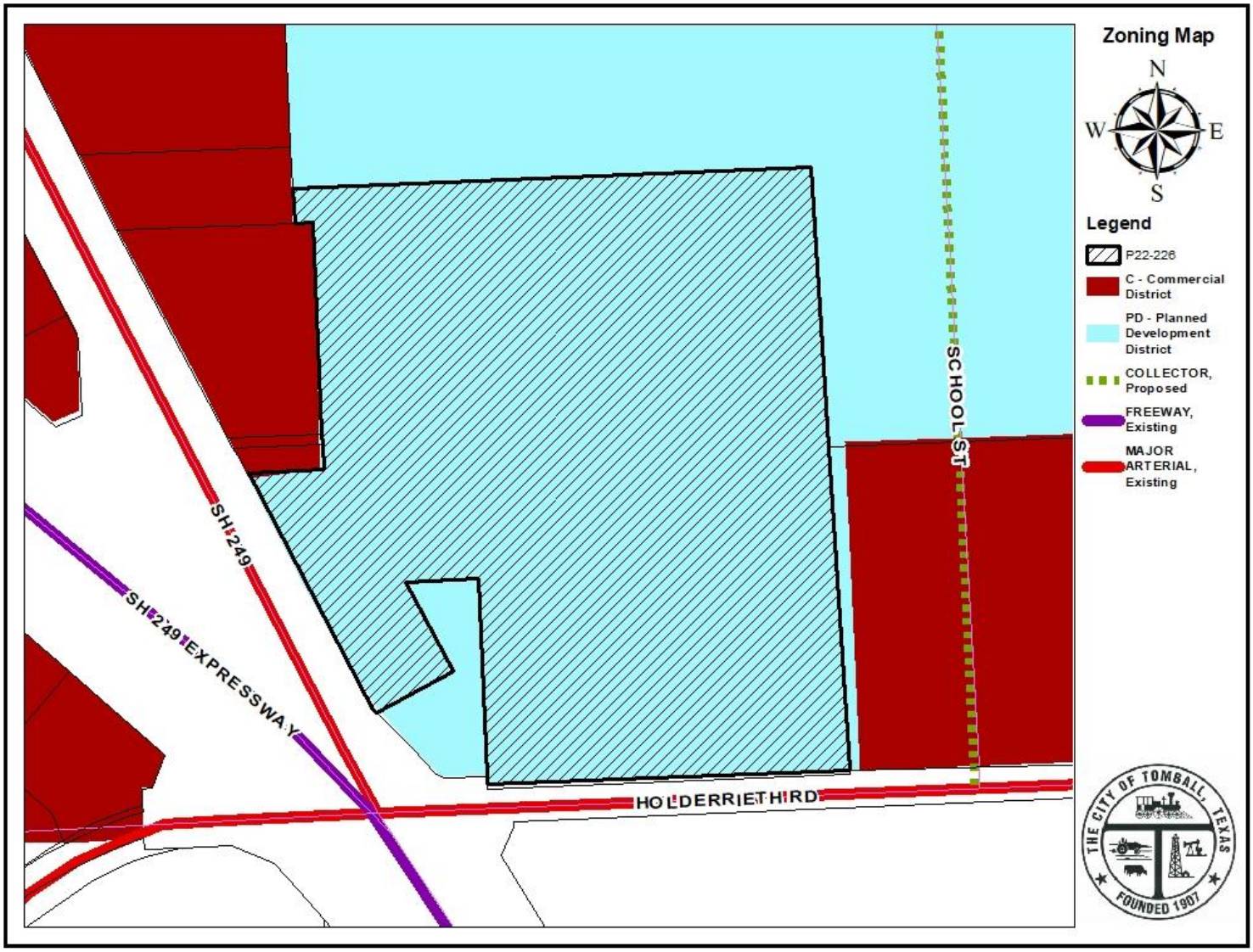


Exhibit “D”
Site Photo(s)





Exhibit "E"
Zoning District Permitted Use Comparison Chart

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Agriculture			
Bulk Grain and/or feed storage		C	1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	None
Feed and grain store/farm supply store ‡	C	P	1 space per 500 square feet
Flour and other grain mills			1 space per 1,000 square feet
Livestock, wholesale/auction			None
Livestock sales/auction			None
Stable, commercial			1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡			None
Residential			
Accessory building/structure (business or industry) ‡	P	P	None
Accessory building/structure (residential) ‡			None
Accessory dwelling			None
Garage/accessory dwelling ‡			None
Caretaker's, guard's residence ‡	P	P	1 space per caretaker/guard
Dwelling, four-family (quadraplex) (defined under Multiple-family dwelling) ‡			2 spaces per dwelling
Dwelling, HUD code-manufactured home ‡			2 spaces per dwelling
Dwelling, industrialized home ‡			2 spaces per dwelling
Dwelling, multiple-family ‡			2 spaces per dwelling
Dwelling, single-family attached ‡			2 spaces per dwelling
Dwelling—Single-family detached ‡			2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡			2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡			2 spaces per dwelling
Home occupation ‡	P	P	None
Residential use ‡	C	C	2 spaces per dwelling
Private street subdivision	C	C	None
Office			
Clinic, emergency care	P	P	1 space per 150 square feet
Clinic, medical and/or dental	P	P	1 space per 300 square feet
Credit agency	P	P	1 space per 300 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Bank, savings and loan, or credit union (no motor bank services)	P	P	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)	P	P	1 space per 300 square feet
Office, professional and general business ‡	P	P	1 space per 300 square feet
Office, parole-probation	P	P	1 space per 300 square feet
Office showroom/warehouse ‡	C	P	1 space per 300 square feet
Security monitoring company (no outside storage)	P	P	1 space per 300 square feet
Telemarketing agency	C	C	1 space per 250 square feet
Telephone exchange/switching station ‡	P	P	1 space per 500 square feet
Temporary real estate field office	P	P	4 spaces
Model home (including sales office)	P	C	2 spaces per model
Personal and Business			
Ambulance service	C	P	1 space per 500 square feet
Automobile driving school (including defensive driving)	P	P	1 space per classroom seat
Barber/beauty shop (no related school/college)	P	P	1 space per 200 square feet
Bed and breakfast inn ‡	P	P	2 spaces plus one per guest room
Check cashing service	C	C	1 space per 100 square feet
Dance hall/dancing facility ‡	C	C	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	P	P	1 space per 100 square feet
Fortunetelling and similar activities ‡			1 space per 300 square feet
Funeral home ‡	C	P	See Section 50-112
Greenhouse (non-retail/hobby)			None
Health club (indoor)	P	P	1 space per 300 square feet
Health club (outdoor)	P	P	1 space per 300 square feet
Hotel‡	P	P	See Section 50-112
Motel‡		C	See Section 50-112
Laundromat/washateria/self-service ‡	P	P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡	P	P	1 space per 200 square feet
Loan service (payday/auto title)	C	C	1 space per 100 square feet
Mailing service (private)	P	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Pharmacy (retail only)	P	P	1 space per 200 square feet
Reception venue	P	P	1 space: 4 seats
Recreational vehicle park			
Rehabilitation care facility (halfway house) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)	P	P	1 space per 200 square feet
Sexually oriented business			
Tattoo or body piercing studio ‡		C	1 space per 200 square feet
Wedding chapel	P	P	1 space per four seats
Retail			
Antique shop (no outside sales or storage) ‡	P	P	1 space per 500 square feet
Antique shop (with outside storage)	C	P	1 space per 500 square feet
Apparel shop	P	P	1 space per 200 square feet
Art gallery/museum/dealer ‡	P	P	1 space per 500 square feet
Artist or photography studio	P	P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡	P	P	1 space per 200 square feet
Bakery, retail (with drive-through)	P	P	1 space per 200 square feet
Bakery (wholesale) ‡		P	1 space per 500 square feet
Bird and pet shops (retail only)	P	P	1 space per 200 square feet
Book/stationery shop (retail only) ‡	P	P	1 space per 200 square feet
Brewpub	P	P	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡	C	P	1 space per 1,000 square feet
Carpenter shop	C	P	1 space per 500 square feet
Catering service	P	P	1 space per 500 square feet
Consignment shop	C	P	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡	P	P	See Section 50-112

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Copy shop ‡	P	P	1 space per 200 square feet
Drinking establishment	P	P	
Drug store (retail only)	P	P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡	C	P	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive through service) ‡	P	P	
Eating establishment (with drive-through service) ‡	C	P	
Electronic goods (retail only)	P	P	1 space per 200 square feet
Florist shop (retail only) ‡	P	P	1 space per 200 square feet
Food or grocery store	P	P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡	P	P	1 space per 500 square feet
Furniture store (new and used) ‡	P	P	1 space per 200 square feet
General retail stores (no outside storage)	P	P	1 space per 200 square feet
Gift or card shop (retail only)	P	P	1 space per 200 square feet
Hardware store	P	P	1 space per 400 square feet
Hobby and crafts store (retail only)	P	P	1 space per 200 square feet
Home improvement center	P	P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store	P	P	1 space per 200 square feet
Market, open air, flea		C	1 space per 200 square feet
Meat and fish market (retail only)	P	P	1 space per 200 square feet
Mobile Food Court ‡	C	C	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor
Motion picture studios, commercial films	C	P	1 space per 300 square feet
Motion picture theater (indoors)	P	P	See Section 50-112
Nursery ‡	P	P	1 space per 1,000 square feet of sales area
Garden shop ‡	P	P	1 space per 200 square feet
Painting and refinishing shop	C	P	1 space per 500 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Piano and musical instruments (retail only)	P	P	1 space per 200 square feet
Shoe repair shop (retail only)	P	P	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)	P	P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only	C	P	1 space per 500 square feet
Trophy engraving	P	P	1 space per 300 square feet
Upholstery shop (nonauto)	P	P	1 space per 200 square feet
Used merchandise	P	P	1 space per 200 square feet
Video rental/sales	P	P	1 space per 200 square feet
Transportation and Auto Services			
Airport or landing field ‡			1 space per 500 square feet
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)	P	P	1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)	P	P	1 space per 300 square feet
Auto accessories (retail sales only)	P	P	1 space per 200 square feet
Auto body repair/painting	C	P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡	P	P	See Section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)	P	P	See Section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡	C	P	See Section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display	C	P	See Section 50-112
Auto glass repair/tinting	P	P	1 space per 200 square feet
Auto interior shop/upholstery	C	P	1 space per 200 square feet
Auto muffler shop	C	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Auto paint shop	C	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	C	P	1 space per 200 square feet
Auto rental	P	P	1 space per 200 square feet
Auto repair (major) ‡	C	P	1 space per 200 square feet
Auto repair (minor) ‡	P	P	1 space per 200 square feet
Auto storage or auto auction ‡		C	1 space per 1,000 square feet
Auto tire sales (indoor)	P	P	1 space per 200 square feet
Auto wrecker service		P	1 space per 200 square feet
Automobile assembly			1 space per 1,000 square feet
Automobile parts manufacturing		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	P	P	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	C	P	3 spaces per washing capacity of module
Bike sales and/or repair	P	C	1 space per 500 square feet
Bus or truck storage		P	1 space per 1,000 square feet
Gasoline station	P	P	See Section 50-112
Motor freight transportation, storage, and terminal		P	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	P	P	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	P	P	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	P	P	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	P	P	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	P	P	See Section 50-112
Railroad team tracks, unloading docks, and spurs		P	None
Railroad yards, round house or shop		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Taxi/limousine service	C	P	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡		P	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡		C	1 space per 1,000 square feet
Transfer station (refuse/pick-up) ‡		C	1 space per 500 square feet
Transit terminal ‡		P	See Section 50-112
Truck and bus leasing ‡		P	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡		P	1 space per 1,000 square feet
Truck stop ‡		C	1 space per 1,000 square feet
Truck terminal ‡		P	See Section 50-112
Amusement and Recreation			
Amusement, commercial (indoor) ‡	C	P	1 space per 100 square feet
Amusement, commercial (outdoor) ‡	C	P	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡		C	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡	C	P	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)	C	P	1 space per 200 square feet
Bingo facility	C	P	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)	P	P	4 spaces per lane
Dinner theatre	P	P	1 space per three seats or bench seating space
Drive-in theater		C	1 space per speaker
Golf driving range	C	P	See Section 50-112
Golf course (private) ‡	C	C	6 spaces per hole
Golf course (publicly owned) ‡	P	P	6 spaces per hole
Playfield or stadium (private)	C	P	1 space per three seats
Recreational vehicle park/campground ‡		C	1.5 per RV pad
Skating rink	P	P	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	1 space for each 100 square feet of gross water surface and deck area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Swimming pool, commercial ‡	P	P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	2 spaces per court
Tennis court (private/lighted)	C	C	2 spaces per court
Institutional/Governmental			
Adult day care (business)			
Antenna (commercial)			
Antenna (noncommercial)			
Armed services recruiting center	P	P	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡	P	P	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house	C	P	1 space per 100 square feet
Broadcast station (with tower)			
Broadcast towers (commercial)			
Cellular communications tower/PCS			
Cemetery and/or mausoleum ‡	C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡	P	P	1 space per three children
Church/temple/place of worship ‡	P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club	P	P	See Section 50-112
Community center (public)	P	P	See Section 50-112
Community home ‡			1 space per 300 square feet
Community or social buildings ‡	P	P	1 space per 300 square feet
Country club (private) ‡	C	C	10 spaces plus 1 per 300 square feet above 2,000 square feet
Earth satellite dish (private, less than 3 feet in diameter)			
Electric power plant		C	1 space per 1,000 square feet
Electrical substation ‡	C	C	1 space per 1,000 square feet
Exhibition hall ‡	C	P	1 space per 100 square feet
Fair ground or rodeo ‡		C	1 space per 1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	1 space per 10 children plus 1 space per teacher

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Fraternal organization ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Fraternity or sorority house ‡	C	C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	P	P	1 space per 300 square feet
Heliport ‡	C	C	3 spaces
Helistop	C	C	3 spaces
Hospital ‡	P	P	1 space per bed
Household care facility ‡			1 space per 6 clients
Household care institution	P	P	1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡	C	C	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	P	P	1 space per 200 square feet
Municipal facility or use ‡	P	P	1 space per 300 square feet
Museum	P	P	See Section 50-112
Park and/or playground (private) ‡	P	P	
Park and/or playground (public, municipal) ‡	P	P	
Penal or correctional institutions		P	1 space per 500 square feet
Post office (governmental)	P	P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)	P	P	1 space per 4 seats
Radio, television and communications towers			
Rectory/parsonage	P	P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡			
Riding academy	C	C	1 space per five stalls
Sanitary landfill (private)			1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)	P	P	1 space per three students, based on design
School, college or university	P	P	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡	P	P	1 space per student
School, public or denominational ‡	P	P	See Section 50-112
School, other than public or denominational ‡	P	P	
Sheltered care facility ‡	C	C	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡			

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Skilled nursing facility ‡	C	P	See Section 50-112
Studio for radio and/or television (no towers) ‡	P	P	1 space per 200 square feet
Commercial and Wholesale Trade			
Animal kennel (outdoor pens)		C	1 space per 500 square feet
Appliance repair	P	P	1 space per 500 square feet
Book binding		P	1 space per 500 square feet
Carpet and rug cleaning plant	C	P	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)			1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡	C	P	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)	P	P	1 space per 1,000 square feet
Construction contractor with storage yard		P	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles	P	P	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official.)	P	P	None
Distribution center ‡		P	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)	P	P	1 space per 1,000 square feet
Electronic assembly		P	1 space per 1,000 square feet
Electro-plating/electro-typing		P	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)	P	P	1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening	C	P	1 space per 500 square feet
Fur/hide tanning and finishing			1 space per 1,000 square feet
Heating and air conditioning sales/services	C	P	1 space per 1,000 square feet
Iron works (ornamental)		C	1 space per 1,000 square feet
Lawnmower repair and/or sales	C	P	1 space per 500 square feet
Loading or storage tracks		P	None
Locksmith	P	P	1 space per 500 square feet
Machine shop		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Maintenance and repair service for buildings/janitorial	C	P	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡		C	1 space per 1,000 square feet
Mattress, making and renovating		P	1 space per 1,000 square feet
Milk depot, wholesale		P	1 space per 1,000 square feet
Mini-warehouse/self storage ‡	C	P	See Section 50-112
Mortuary	C	P	See Section 50-112
Moving and storage company		P	1 space per 1,000 square feet
News printing		P	1 space per 1,000 square feet
Outdoor sales as a primary use ‡	C	P	1 space per 5,000 square feet of land area
Pawn shop ‡		P	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡	P	P	1 space per 200 square feet
Plumbing shop	C	P	1 space per 200 square feet
Printing equipment, supplies and repairs	C	P	1 space per 500 square feet
Propane sales filling (retail)	C	P	1 space per 200 square feet
Publishing and printing company	C	P	1 space per 500 square feet
Quick lube/oil change/minor inspection	P	P	1 space per 200 square feet
Salvage storage yard ‡			5 per acre
Scientific and industrial research laboratories (hazardous) ‡		C	1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡	C	P	1 space per 300 square feet
Scrap metal storage yard			5 space per acre
Security systems installation company	C	P	1 space per 300 square feet
Sheet metal shop		P	1 space per 1,000 square feet
Storage of cement, sands and gravel		C	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials		C	1 space per 5,000 square feet of storage area
Taxicab storage and repair		P	1 space per 500 square feet
Taxidermist	C	P	1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡	P	P	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡	C	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Vacuum cleaner sales and repair ‡	P	P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P	P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡		C	1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡	C	P	1 space per 1,000 square feet
Welding shop	C	P	1 space per 1,000 square feet
Wholesale trade, nondurable goods	C	P	1 space per 1,000 square feet
Woodworking shops	C	P	1 space per 1,000 square feet
Wrecking materials yard ‡			1 space per 1,000 square feet
Light and Heavy Manufacturing/Industrial			
Acid manufacture			1 space per 1,000 square feet
Adhesives and sealants manufacture		C	1 space per 1,000 square feet
Aircraft parts manufacture			1 space per 1,000 square feet
Airplane repair and manufacturing			1 space per 1,000 square feet
Animal processing and slaughter		C	1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law		C	1 space per 1,000 square feet
Artificial flower manufacture	C	P	1 space per 1,000 square feet
Asphalt paving and roofing material manufacture			1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood		P	1 space per 1,000 square feet
Bag manufacturing		P	1 space per 1,000 square feet
Battery manufacture			1 space per 1,000 square feet
Bleaching/chorine powder manufacture			2 spaces per 1,000 square feet
Boiler manufacture and repair			1 space per 1,000 square feet
Bottling works		P	1 space per 1,000 square feet
Broom manufacture		P	1 space per 1,000 square feet
Candy and other confectionary products manufacture	C	P	1 space per 1,000 square feet
Canning and preserving factory		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Canvas and related products manufacture		P	1 space per 1,000 square feet
Casein manufacture			1 space per 1,000 square feet
Celluloid and similar cellulose manufacture			1 space per 1,000 square feet
Cement manufacture			1 space per 1,000 square feet
Ceramic products manufacture	C	P	1 space per 500 square feet
Chalk manufacture			1 space per 1,000 square feet
Chemicals (agricultural) manufacture			1 space per 1,000 square feet
Chemicals (industrial) manufacture			1 space per 1,000 square feet
Clothing manufacture		P	1 space per 500 square feet
Coffee roasting		C	
Coffin manufacture		C	1 space per 1,000 square feet
Cold storage plants/locker		P	1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡			1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡	C	P	1 space per 5,000 square feet of land
Crematory			1 space per 1,000 square feet
Culvert manufacture			1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture		C	1 space per 1,000 square feet
Dairy products manufacture		C	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)			1 space per 1,000 square feet
Dye manufacture			1 space per 1,000 square feet
Dyeing plant		C	1 space per 1,000 square feet
Electric lamp manufacture		C	1 space per 1,000 square feet
Elevator manufacture			1 space per 1,000 square feet
Enameling and painting		C	1 space per 1,000 square feet
Engraving plant		P	1 space per 1,000 square feet
Envelope manufacture		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Farm/garden machinery and equipment manufacture		C	1 space per 1,000 square feet
Fats and oils (animal) manufacture			1 space per 1,000 square feet
Feed manufacture		C	1 space per 500 square feet
Felt manufacture			1 space per 1,000 square feet
Food processing ‡		C	1 space per 1,000 square feet
Footwear manufacture		C	1 space per 500 square feet
Foundry, all types			1 space per 1,000 square feet
Furnace manufacture			1 space per 1,000 square feet
Fixtures manufacture		C	1 space per 1,000 square feet
Furniture manufacture		C	1 space per 1,000 square feet
Gases (industrial) manufacture			1 space per 1,000 square feet
Glucose manufacture			1 space per 1,000 square feet
Hair products factory (other than human)			1 space per 1,000 square feet
Heavy machinery sales and storage ‡		C	1 space per 1,000 square feet
Ice cream/ice manufacture		P	1 space per 1,000 square feet
Kerosene manufacture or storage			1 space per 1,000 square feet
Laboratory equipment manufacturing ‡			1 space per 1,000 square feet
Leather products manufacture		C	1 space per 1,000 square feet
Lumber mill/yard			1 space per 1,000 square feet
Machinery manufacture		C	1 space per 1,000 square feet
Marble working and finishing		C	1 space per 1,000 square feet
Meat packing plant			1 space per 1,000 square feet
Metal cans and shipping containers manufacture		C	1 space per 1,000 square feet
Metal products, stamping and manufacture		C	1 space per 1,000 square feet
Mirror resilvering		C	1 space per 200 square feet
Office equipment manufacture		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Oil compounding and barreling			1 space per 1,000 square feet
Oilcloth manufacture			1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture		P	1 space per 1,000 square feet
Paint manufacture and/or mixing		C	1 space per 1,000 square feet
Paper and paper pulp manufacture			1 space per 1,000 square feet
Paper products and paper box manufacture		P	1 space per 1,000 square feet
Pecan processing		C	1 space per 1,000 square feet
Petroleum and petroleum products refining			1 space per 1,000 square feet
Petroleum distribution/storage ‡		C	1 space per 1,000 square feet
Plastic products, molding, casting and shaping		P	1 space per 1,000 square feet
Poultry hatchery			1 space per 1,000 square feet
Poultry slaughtering and processing			1 space per 1,000 square feet
Printing ink manufacture			1 space per 1,000 square feet
Reduction of fats, ores, metals, garbage, offal, etc.; rendering plant			1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions			1 space per acre
Rug and carpet manufacture		C	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡		C	1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture			1 space per 1,000 square feet
Sign manufacturing (no outside storage)		C	1 space per 1,000 square feet
Sign manufacturing (with outside storage)		C	1 space per 1,000 square feet
Snuff manufacture			1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture			1 space per 1,000 square feet
Starch manufacture			1 space per 1,000 square feet
Steel works, blast furnaces and rolling mills			1 space per 1,000 square feet
Stone cutting or crushing			1 space per 5,000 square feet of land area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Stone, clay, glass and concrete Products (other than handicrafts) manufacture			1 space per 1,000 square feet
Textile products manufacture		C	1 space per 1,000 square feet
Tire retreading and recapping		C	1 space per 1,000 square feet
Truck manufacture			1 space per 1,000 square feet
Waste paper products manufacture			1 space per 1,000 square feet
Water distillation		P	1 space per 1,000 square feet
White lead manufacture			1 space per 1,000 square feet
Wood container manufacture		C	1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar			1 space per 1,000 square feet
Wood preserving manufacture and treatment			1 space per 1,000 square feet
Wood products manufacture		C	1 space per 1,000 square feet

); Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

Exhibit "F"
Planned Development #8

ORDINANCE NO. 2014-39

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS ZONING ORDINANCE, BY APPROVING A PLANNED DEVELOPMENT DISTRICT OF APPROXIMATELY 27.16 ACRES OF LAND, LEGALLY DESCRIBED AS TRACTS 2M & 4N, ABSTRACT 632, C.V. PILLOT AND RESERVE A, BLOCK 1, KENNETH LEE; WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS PLANNED DEVELOPMENT – 8 (PD-8) DISTRICT; ADOPTING A CONCEPT PLAN AND REGULATIONS APPLICABLE TO PD-8 DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

Whereas, the property owners have requested that approximately 27.16 acres of land, legally described as Tracts 2M & 4N, Abstract 632, C.V. Pillot and Reserve A, Block 1, Kenneth Lee, generally located north of Holderrieth Road, east of State Highway 249 Business, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, the property owners have presented an application to the City for a Planned Development District to allow the construction of a mixed use development; and

Whereas, the Planned Development application consists of an application for Planned Development District (Exhibit "A"); request letter (Exhibit "B"); and concept plan (Exhibit "C") attached to and made a part of this Ordinance; and

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

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

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

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

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

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

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Ordinance are true and correct.

Section 2. The zoning classification of the Property is hereby changed from the Commercial District to the PD-8 District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball shall be revised and amended to show the designation of the Property as PD-8 District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification of the Property, to PD-8 District as described above.

Section 5. PD-8 shall be subject to the following additional limitations, restrictions, and covenants:

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

B. Tracts A, B, C, & D:

    1. Permitted Uses: Any use permitted by right in the General Retail District

    2. Maximum Height:

        i. Main Building: 3-stories, not to exceed 45-feet

        ii. Accessory Building: 1-story, not to exceed 15-feet

    3. Minimum Lot Size:

        i. Area: 6,000 square feet

        ii. Width: 60-feet

iii. Depth: 100-feet

4. Minimum Building Setback:

    i. Front: 25-feet; 35-feet when adjacent to arterial street

    ii. Side:

        1. Main Building: 5-feet; 25-feet when adjacent to property zoned for single-family residential purposes; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street

        2. Accessory Building: 5-feet; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street

    iii. Rear:

        1. Main Building: 5-feet; 60-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district

        2. Accessory Building: 5-feet; 30-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district

5. Maximum Lot Coverage: 50 percent

6. Maximum Impervious Coverage: 80 percent

7. Minimum Screening, Buffering, and Fencing:

    i. All screening, buffering, and fencing shall adhere to Section 50-115 of Tomball Code of Ordinances.

    ii. All refuse containers shall be screened on four sides.

8. Minimum Off-Street Parking and Loading:

    i. All off-street parking and loading areas shall adhere to Section 50-112 of the Tomball Code of Ordinances.

    ii. The minimum number of off-street parking stalls and loading areas shall be per Sections 50-82 and 50-112 of the Tomball Code of Ordinances.

9. Minimum Landscaping:

    i. Landscaping shall be provided per Section 50-113 of the Tomball Code of Ordinances.

10. Additional Requirements: Articles 1; 2; Sections 50-63, 50-64, 50-65, 50-66, and 50-67; and Article 4, Tomball Code of Ordinances.

C. Tract E (Multi-Family):

1. Permitted Uses: Multiple-family dwellings and accessory structures.

2. Maximum Height:

    i. Main Building: 3-stories, not to exceed 45-feet

    ii. Accessory Building: 1-story, not to exceed 15-feet

    iii. Clubhouse: 2-stories, not to exceed 27-feet

3. Maximum Dwelling Units Per Acre: 20; 26 when all parking spaces are constructed as covered or enclosed spaces

4. Minimum Lot Size:

    i. Area: 10 acres

    ii. Width: 120-feet

    iii. Depth: 200-feet

5. Minimum Building Setback:

    i. Front: 25-feet; 35-feet when adjacent to arterial street

    ii. Side:

        1. Main Building: 5-feet; 50-feet when adjacent to property zoned for single-family residential purposes; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street

        2. Accessory Building: 5-feet; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street

iii. Rear:

1. Main Building: 15-feet; 50-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district

2. Accessory Building: 5-feet; 30-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district

6. Minimum Building Separation:

   i. 1-Story Building: 15-feet for buildings without openings; 20-feet for buildings with openings

   ii. 2-Story Building: 20-feet for buildings without openings; 30-feet for buildings with openings

   iii. Over 2-Story Building: 30-feet

   iv. Between Main and Accessory Buildings: 10-feet

7. Minimum Floor Area Per Dwelling Unit:

   i. Efficiency: 500 square feet

   ii. 1-Bedroom: 670 square feet

   iii. 2 or More Bedroom: 800 square feet plus 125 square feet for every bedroom over two

8. Maximum Lot Coverage: 50 percent

9. Maximum Impervious Coverage: 50 percent

10. Minimum Percent of Lot Area Dedicated to Green Space and Recreational Area: 50 percent

11. Minimum Screening, Buffering, and Fencing:

    i. All screening, buffering, and fencing shall adhere to Section 50-115 of Tomball Code of Ordinances.

    ii. A minimum 6-foot tall solid fence, wall, or opaque screening device shall be constructed on the side/rear of any multi-family dwelling complex adjacent to a single-family zoned property

iii. All refuse containers shall be screened on four sides.

12. Minimum Off-Street Parking and Loading:

i. All off-street parking and loading areas shall adhere to Section 50-112 of the Tomball Code of Ordinances.

ii. 1 off-street parking stall shall be provided per bedroom

13. Minimum Landscaping:

i. Landscaping shall be provided per Section 50-113 of the Tomball Code of Ordinances.

14. Additional Requirements:

i. Articles 1; 2; Sections 50-63, 50-64, 50-65, 50-66, and 50-67; and Article 4, Tomball Code of Ordinances.

ii. Walkways: A four-foot-wide paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles. Sidewalks of concrete cement or other masonry construction shall be provided between the dwelling units and all community facilities provided for residents in accordance with applicable city standards and specifications. All walks shall be lighted at night with a minimum intensity of two footcandles' illumination.

iii. Building length: Buildings shall not exceed 200 feet in length.

iv. Oversized parking areas: Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided and approved by the City. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.

v. Signage: Address numbers. All buildings containing residential units shall provide signage which clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.

vi. Lighting: All parking areas shall have appropriate lighting and shall be positioned such that lights are shielded and do not adversely impact adjacent residential areas.

vii. Gated/secured entrances: Gated/secured entrances shall be in accordance with the design standards for gated/secured entrances on private streets as adopted.

viii. Streets or driveways: Each multifamily dwelling complex shall have driveways constructed of concrete cement or hot mixed asphalt, shall be curbed and guttered in accordance with existing requirements of the city, and shall be at least 28 feet in width throughout. All driveways shall be lighted at night with a minimum intensity of two foot-candles' illumination.

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

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

Section 8. City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Tex.Gov't. Code ch. 551.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF NOVEMBER 2014.

COUNCILMAN HUDGENS	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	NAY
COUNCILMAN QUINN	AYE

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF DECEMBER 2014.

COUNCILMAN HUDGENS	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	NAY
COUNCILMAN QUINN	AYE

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "G"
Rezoning Application

Revised: 4/13/2020

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

Applicant
Name: CROSS ENGINEERING Title: PRESIDENT
Mailing Address: 1955 Raymond Drive City: NORTHBROOK State: IL
Zip: 60062 Contact: STEPHEN CROSS
Phone: (847) 4980800 Email: scross@crossengineering.net

Owner
Name: MAPLE GROUP, LTD Title: PARTNER
Mailing Address: 917 FRANKLIN ST City: HOUSTON State: TX
Zip: 77002 Contact: STUART RATHE
Phone: (713) 236 1800 Email: SRATHE@mapledevelopment.com

Engineer/Surveyor (if applicable)
Name: WINKELMANN & ASSOCIATES, INC Title: PRESIDENT
Mailing Address: 6750 HILLCREST PLAZA DR #215 City: DALLAS State: TX
Zip: 75230 Contact: MICHAEL CLARK
Phone: (214) 801 7216 Fax: (____) _____ Email: mclark@winkelmann.com

Description of Proposed Project: Commercial Wholesale WAREHOUSE / fuel center

Physical Location of Property: NEC HOLDERRIETH ROAD @ TOMBALL PKWY
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: SEE ATTACHED – RESERVE A MAPLEGROUP
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: PD. (8)

Current Use of Property: VACANT

Proposed Zoning District: C (COMMERCIAL)

Proposed Use of Property: WHOLESALE WAREHOUSE / FUEL CENTER

HCAD Identification Number: 683989 Acreage: 25.876

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

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X _____ 6/28/22

Signature of Applicant — Date

X _____ 6/28/22

Signature of Owner — Date

Revised: 4/13/2020

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- ☑ Completed application form
- ☑ *Copy of Recorded/Final Plat
- ☐ Check for $400.00 + $10.00 per acre (Non-Refundable)
- ☑ Letter stating reason for request and issues relating to request
- ☑ Conceptual Site Plan (if applicable)
- ☑ Metes & Bounds of property
- ☑ Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:

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

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

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

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

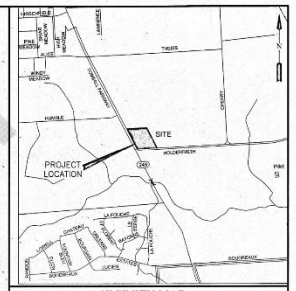
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

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

RP-2018-60514	FILED
2/13/2018 HCCMP2 130.00	2/13/2018 3:05 PM Stan Stanart COUNTY CLERK



VICINITY MAP
SCALE: 1" = 4,500'

STATE OF TEXAS
COUNTY OF HARRIS

WE, MAPLE GROUP, LTD., A TEXAS LIMITED PARTNERSHIP ACTING BY AND THROUGH JEFFERY C. STALLONES, GENERAL PARTNER BEING AN OFFICER OF MAPLE GROUP, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS HEREINAFTER REFERRED TO AS OWNERS OF THE 26.0385 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF MAPLE GROUP, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION AND ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR THE PURPOSES 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, OWNER HAVE DEDICATED AND BY THESE PRESENTS TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PROPOSES FOREVER AND UNOBSTRUCTED AERIAL EASEMENT FIVE FEET (5') 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 PROVIDED THAT DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NEW DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITH-OUT BACKWATER AND IN NO INSTANCE HAVE A DRAINAGE OPENING OF LESS THAN ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (16" DIAMETER) WITH CULVERTS OR BRIDGES TO BE PROVIDED FOR ALL PRIVATE DRIVEWAYS OR WALKWAYS CROSSING SUCH DRAINAGE FACILITIES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ? ANY DRAINAGE EASEMENTS, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE MAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS 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 STRUCTURES.

IN TESTIMONY WHEREOF, THE MAPLE GROUP, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JEFFERY C. STALLONES, ITS GENERAL PARTNER, THEREUNTO AUTHORIZED THIS 8th DAY OF JANUARY 2018.

MAPLE GROUP, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: _____
JEFFERY C. STALLONES, GENERAL PARTNER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFFERY C. STALLONES, GENERAL PARTNER OF MAPLE GROUP, LTD., A TEXAS LIMITED PARTNERSHIP KNOWN TO ME TO BE THE PERSON WHOSE NAME IS 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 AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8th DAY OF JANUARY 2018.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, GEORGE COLLISON, 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 ACCURATELY MAP 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.

_____
GEORGE COLLISON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4461

GEORGE COLLISON
4461
REGISTERED PROFESSIONAL LAND SURVEYOR

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF MAPLE GROUP IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF TOMBALL SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT

THIS 12th DAY OF JANUARY, 2018.

BY: _____
BARBARA TAGLE, CHAIRMAN

BY: _____
DARRELL E. ROQUEMORE, VICE CHAIRMAN

I, STAN STANART, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORDATION IN MY OFFICE ON FEB 13 2018, AT 3:05 O'CLOCK P M., AND DULY RECORDED ON FEB 13 2018, AT 3:05 O'CLOCK P M., AND AT FILM CODE NO. 682905 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

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
683069
FILM CODE: _____
MAPLE GROUP
THIS IS PAGE 1 OF 3 PAGES
SCANNED Camera ID:4400
KEY MAP: _____

MAPLE GROUP

A SUBDIVISION OF 26.0385 ACRES OF LAND SITUATED IN THE C.M. PILLOT SURVEY, ABSTRACT 632, CITY OF TOMBALL, HARRIS COUNTY, TEXAS

1 RESERVE (25.8748 ACRES) 0 LOTS 0 BLOCKS

JANUARY 3, 2018 JOB NO. 2524-0000-310

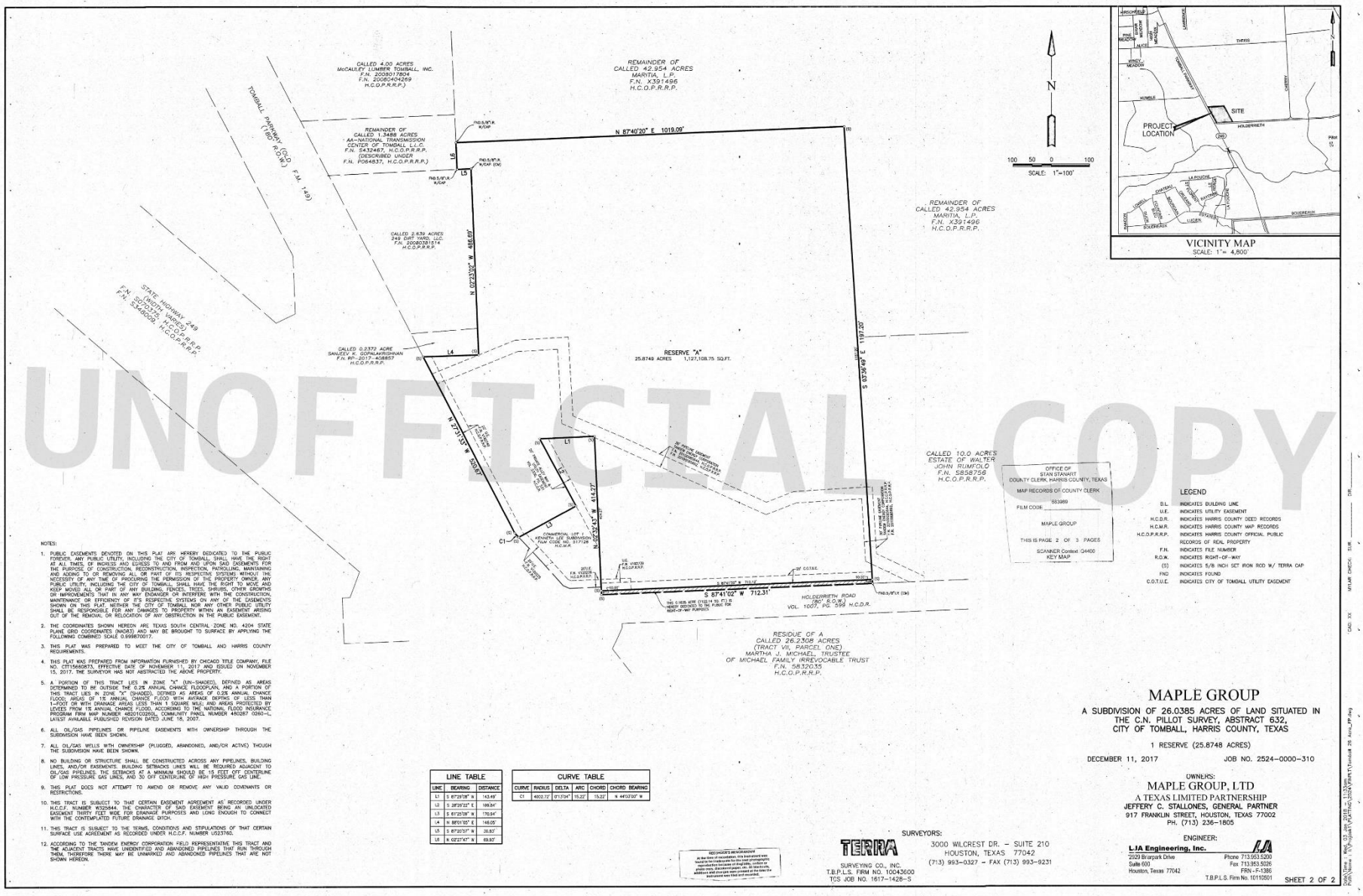
OWNERS:
MAPLE GROUP, LTD.,
A TEXAS LIMITED PARTNERSHIP
JEFFERY C. STALLONES, GENERAL PARTNER
917 FRANKLIN STREET, HOUSTON, TEXAS 77002
PH. (713) 236-1805

ENGINEER:
LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

SURVEYORS:
TERRA SURVEYING CO., INC.
T.B.P.L.S. FIRM NO. 10043600
TCS JOB NO. 1617-1428-S
3000 WILCREST DR. - SUITE 210
HOUSTON, TEXAS 77042
(713) 993-0327 - FAX (713) 993-9231

SHEET 1 OF 2

UNOFFICIAL COPY



UNOFFICIAL COPY

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILM CODE 583999
MAPLE GROUP
THIS IS PAGE 2 OF 3 PAGES
SCANNER Control: 124400
KEY MAP

LEGEND

B.L.	INDICATES BUILDING LINE
U.E.	INDICATES UTILITY EASEMENT
H.C.D.R.	INDICATES HARRIS COUNTY DEED RECORDS
H.C.M.R.	INDICATES HARRIS COUNTY MAP RECORDS
H.C.O.P.R.R.P.	INDICATES HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
F.N.	INDICATES FILE NUMBER
R.O.W.	INDICATES RIGHT-OF-WAY
(S)	INDICATES S/8 INCH SET IRON ROD W/ TERRA CAP
FND	INDICATES FOUND
C.O.T.U.E.	INDICATES CITY OF TOMBALL UTILITY EASEMENT

NOTES:

1. 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 IT'S 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.
2. 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 0.99987007.
3. THIS PLAT WAS PREPARED TO MEET THE CITY OF TOMBALL AND HARRIS COUNTY REQUIREMENTS.
4. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY CHICAGO TITLE COMPANY, FILE NO. GT115680873, EFFECTIVE DATE OF NOVEMBER 11, 2017 AND ISSUED ON NOVEMBER 15, 2017. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
5. A PORTION OF THIS TRACT LIES IN ZONE "X" (UN-SHADED), DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A PORTION OF THIS TRACT LIES IN ZONE "X" (SHADED), DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1-FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NUMBER 48201C0285L, COMMUNITY PANEL NUMBER 480267 0285-L, LATEST AVAILABLE PUBLISHED REVISION DATED JUNE 18, 2007.
6. ALL OIL/GAS PIPELINES OR PIPELINE EASEMENTS WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN.
7. ALL OIL/GAS WELLS WITH OWNERSHIP (PLUGGED, ABANDONED, AND/OR ACTIVE) THOUGH THE SUBDIVISION HAVE BEEN SHOWN.
8. NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED ACROSS ANY PIPELINES. BUILDING LINES, AND/OR EASEMENTS. BUILDING SETBACKS 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 OFF CENTERLINE OF HIGH PRESSURE GAS LINE.
9. THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE ANY VALID COVENANTS OR RESTRICTIONS.
10. THIS TRACT IS SUBJECT TO THAT CERTAIN EASEMENT AGREEMENT AS RECORDED UNDER H.C.C.F. NUMBER W325844, THE CHARACTER OF SAID EASEMENT BEING AN UNLOCATED EASEMENT THIRTY FEET WIDE FOR DRAINAGE PURPOSES AND LONG ENOUGH TO CONNECT WITH THE CONTEMPLATED FUTURE DRAINAGE DITCH.
11. THIS TRACT IS SUBJECT TO THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN SURFACE USE AGREEMENT AS RECORDED UNDER H.C.C.F. NUMBER U523765.
12. ACCORDING TO THE TANDEM ENERGY CORPORATION FIELD REPRESENTATIVE THIS TRACT AND THE ADJACENT TRACTS HAVE UNIDENTIFIED AND ABANDONED PIPELINES THAT RUN THROUGH THEM, THEREFORE THERE MAY BE UNMARKED AND ABANDONED PIPELINES THAT ARE NOT SHOWN HEREON.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 87°29'08" W	143.49'
L2	S 28°28'22" E	189.84'
L3	S 61°25'09" W	170.94'
L4	N 88°01'55" E	140.05'
L5	S 87°20'57" W	35.83'
L6	N 02°23'47" W	69.93'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	4802.73'	01°37'04"	15.27'	15.27'	N 44°03'00" W

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

SURVEYORS:
TERRA
SURVEYING CO., INC.
T.B.P.L.S. FIRM NO. 10043600
TCS JOB NO. 1617-1428-S
3000 WILCREST DR. - SUITE 210
HOUSTON, TEXAS 77042
(713) 993-0327 - FAX (713) 993-9231

MAPLE GROUP

A SUBDIVISION OF 26.0385 ACRES OF LAND SITUATED IN THE C.N. PILLOT SURVEY, ABSTRACT 632, CITY OF TOMBALL, HARRIS COUNTY, TEXAS

1 RESERVE (25.8748 ACRES)

DECEMBER 11, 2017 JOB NO. 2524-0000-310

OWNERS:
MAPLE GROUP, LTD
A TEXAS LIMITED PARTNERSHIP
JEFFERY C. STALLONES, GENERAL PARTNER
917 FRANKLIN STREET, HOUSTON, TEXAS 77002
PH. (713) 236-1805

ENGINEER:
LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386
T.B.P.L.S. Firm No. 10110501

SHEET 2 OF 2

Date/Time: Apr 03, 2018 - 1:13pm
Path/Name: V:\Projects\2524-0000-310\Draft\Plat 26 Acre_FP.dwg
DGN: DWG: XREF: CHECK: SUR: DIR:

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:
MAPLE GROUP LTD A TEXAS LTD PARTNERSHIP
917 FRANKLIN ST STE 330
HOUSTON , TX 77002-1741

Legal Description
TRS 2M & 4N
ABST 602 C V PILLOT

Parcel Address: 0 HOLDERRIETH RD
Legal Acres: 25.9500

Account Number: 044-058-000-0272

Certificate No: 12101192
Certificate Fee: $10.00

Print Date: 01/24/2018
Paid Date:
Issue Date: 01/24/2018
Operator ID: DRUSLEY

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2017. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:
MAPLE GROUP LTD A TEXAS LTD PARTNERSHIP
917 FRANKLIN ST STE 330
HOUSTON , TX 77002-1741

2017 Value:	3,391,146
2017 Levy:	680,164.76
2017 Levy Balance:	80.00
Prior Year Levy Balance:	$0.00
Total Levy Due:	$0.00
P&I + Attorney Fee:	$0.00
Total Amount Due:	$0.00

Certified Tax Unit(s):
40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education
45 Lone Star College System
85 City of Tomball
679 Emergency Service Dist #6 (E.M.S.)

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILM CODE 683090
MAPLE GROUP
THIS IS PAGE 3 OF 3 PAGES
SCANNER Context ID4400

Reference (GF) No:
Issued By:
ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

53.1.00

UNOFFICIAL COPY

TAX CERTIFICATE FOR ACCOUNT : 0440580000272
AD NUMBER: 0440580000272
GF NUMBER:
CERTIFICATE NO : 2220047

DATE : 1/19/2018
FEE : $10.00

COLLECTING AGENCY
Kristi Williams
PO Box 276
Tomball TX 77377-0276

PROPERTY DESCRIPTION
TRS 2M & 4NABST 602 C V PILLO
1

0000000 HOLDERRIETH RD
25.95 ACRES

REQUESTED BY
LJA ENGINEERING

TX

PROPERTY OWNER
MAPLE GROUP LTD A TEXAS LTD PAR

917 FRANKLIN ST STE 550
HOUSTON TX 770021741

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTION DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO ADVALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

CURRENT VALUES

LAND MKT VALUE:	3,391,146	IMPROVEMENT:	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	3,391,146	LIMITED VALUE:	0
EXEMPTIONS:			
LAW/JURIS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2017	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
						2017 SUB TOTAL	80.00

TOTAL CERTIFIED TAX DUE 1/2018 : $ 0.00

ISSUED TO : LJA ENGINEERING
ACCOUNT NUMBER: 0440580000272

CERTIFIED BY TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2018 tax year have not been calculated as of the above date.

PROPERTY DESCRIPTION

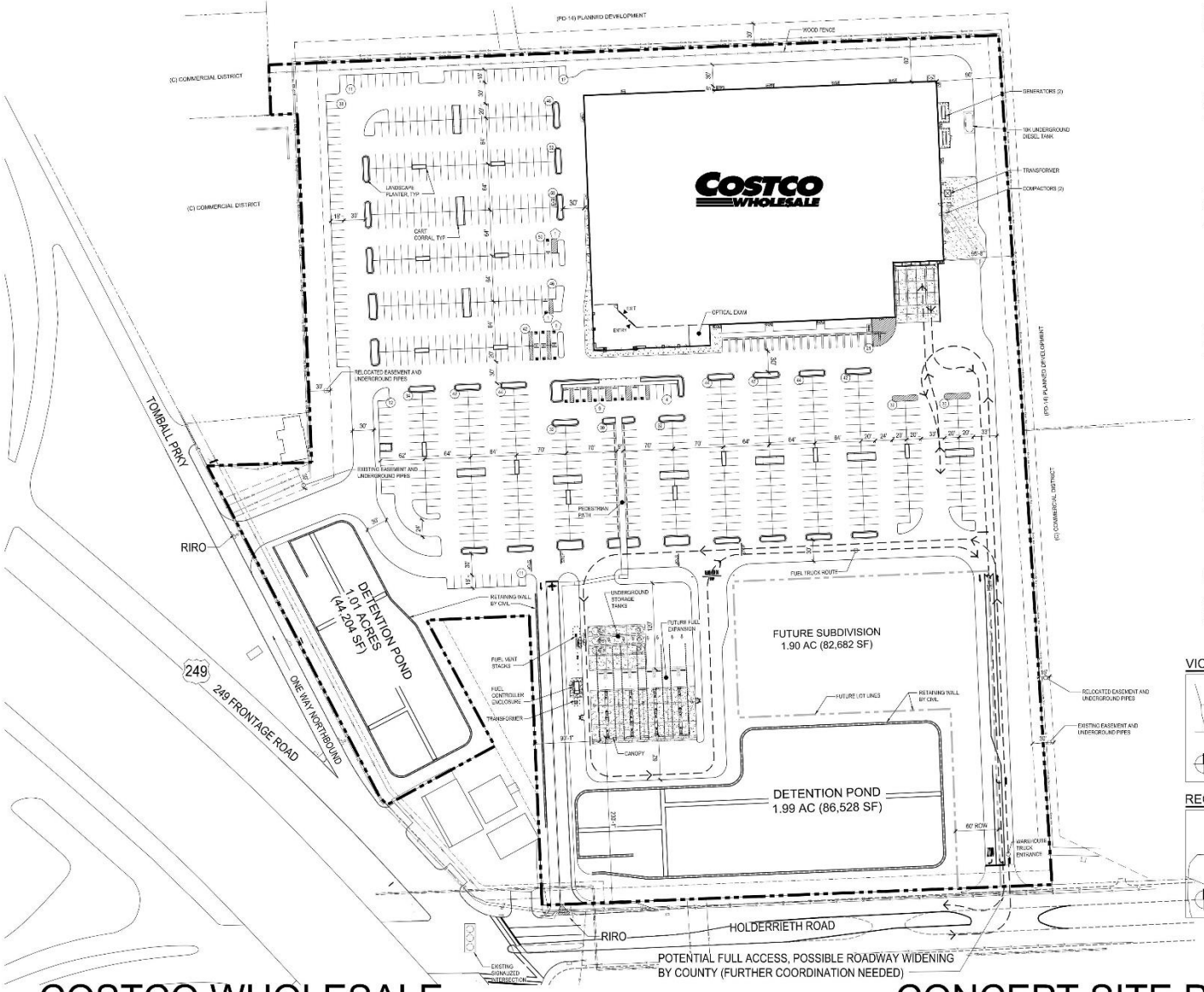
STATE OF TEXAS

COUNTY OF HARRIS

BEING all of Reserve "A" of Maple Group, an addition to the City of Tomball, Harris County, Texas, according to the plat thereof recorded in Film Code No. 683989, Map Records, Harris County, Texas.

CONTAINING 25.876 acres or 1,127,139 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 14th day of January, 2022, utilizing a G.P.S. bearing related to the Texas Coordinate System, South Central Texas Zone (4204), NAD 83, grid values from the GeoShack VRS network.



PROJECT DATA

CLIENT:	COSTCO WHOLESALE 999 LAKE DRIVE ISSAQUAH, WA 98027
PROJECT ADDRESS:	NEC OF HWY 249 & HOLDERRIETH RD TOMBALL, TX

SITE DATA:

TOTAL COSTCO SITE AREA:	25.88 ACRES (1,127,119 SF)
INCLUDES:	
WAREHOUSE SITE AREA:	20.98 ACRES (913,705 SF)
DETENTION POND:	3.00 ACRES (130,732 SF)
FUTURE SUBDIVISION	1.90 ACRES (82,682 SF)
JURISDICTION:	CITY OF TOMBALL
ZONING:	COMMERCIAL
SETBACKS: WAREHOUSE:	FRONT: 770' SIDE: 90' REAR: 60'
FUEL FACILITY:	FRONT: 230' SIDE: 90'
BOUNDARIES INFORMATION:	THIS PLAN HAS BEEN PREPARED BY USING CIVIL ALTA SURVEY BY WINKELMANN DATED 02/24/2022

BUILDING DATA:

TOTAL WAREHOUSE FOOTPRINT AREA:	161,119 SF
INCLUDES:	
NET SALES FLOOR	**151,496 SF**
NET MECHANICAL / FIRE	2,429 SF
NET OPEN VESTIBULE	4,934 SF
BUILDING ENVELOPE	2,260 SF
WAREHOUSE HEIGHT:	33'-0"
TOTAL FUEL CANOPY AREA:	8,127 SF
FUEL CANOPY HEIGHT:	18'-6"
TOTAL FUEL ENCLOSURE AREA:	192 SF
FUEL ENCLOSURE HEIGHT:	9'-0"

PARKING DATA:

TOTAL PARKING:	861 STALLS
INCLUDES:	
10' WIDE STALLS	844 STALLS
ACCESSIBLE STALLS	17 STALLS
NUMBER OF STALLS PER 1000 SF OF BUILDING AREA:	5.35 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

VICINITY MAP



0 25' 50' 100'
1" = 50'-0"

COSTCO WHOLESALE
TOMBALL, TX

REGIONAL MAP



1501 Second Ave, Ste 700
Seattle, WA 98101
206.962.5408
MG2.com
MG2

22-5567-01
JUNE 28, 2022

CONCEPT SITE PLAN

DD11-04

COSTCO WHOLESALE

TOMBALL, TEXAS

CONCEPT SITE PLAN

JUNE 28, 2022

ORDINANCE NO. 2022-20

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 25.87 ACRES OF LAND BEING ALL OF RESERVE "A" IN MAPLE GROUP SUBDIVISION FROM THE PLANNED DEVELOPMENT DISTRICT #8 (PD-8) TO THE COMMERCIAL (C) DISTRICT, BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HOLDERRIETH ROAD AND STATE HIGHWAY 249 FRONTAGE ROAD; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

Whereas, Maple Group LTD, has requested that approximately 25.87 acres of land legally described as being Reserve "A" in Maple Group Subdivision, located at the northeast corner of the intersection of Holderrieth Road and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

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

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Planned Development District #8 to the Commercial subject to the regulations, restrictions, and conditions hereafter set forth.

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

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

Commercial District as described above.

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15th DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6th DAY OF SEPTEMBER 2022.

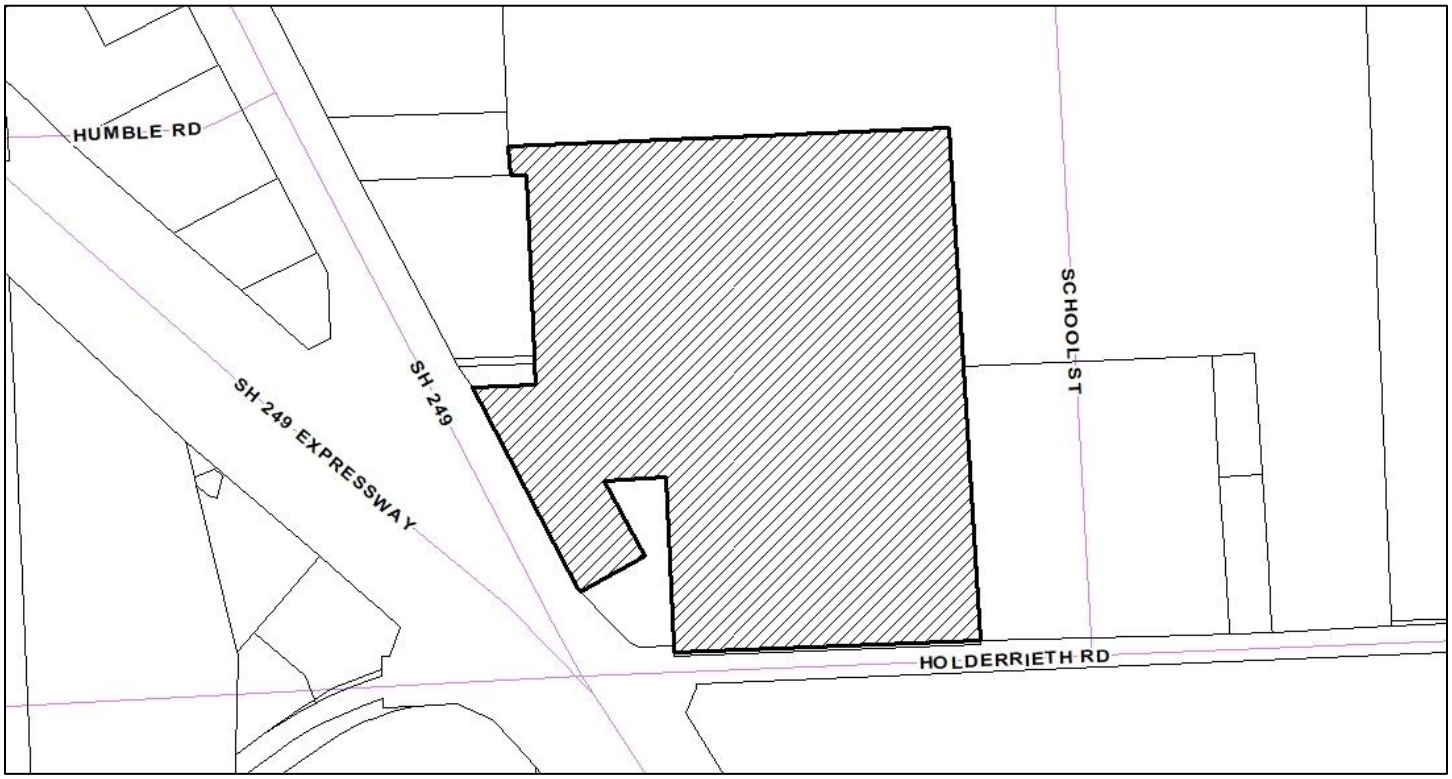
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Doris Speer, City Secretary

EXHIBIT “A”



Location: Reserve “A” of Maple Group Subdivision

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Consideration to Approve Zoning Case P22-266: Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

Conduct Public Hearing on **Zoning Case P22-266**

Adopt, on First Reading, Ordinance No. 2022-25, an ordinance of the City of Tomball, Texas, amending Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: City of Tomball

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Case P22-266: Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

Case P22-267: Request by the City of Tomball to amend Section(s) 40-65 (*Streets; specific standards*) of the Tomball Code of Ordinances by adding/revising the right-of-way widths for roadways classifications.

Case P22-268: Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval)* of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

Case P22-269: Request by the City of Tomball to amend Chapter 40, Article III (*Subdivision Design Standards)* of the Tomball Code of Ordinances by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

Case P22-270: Request by the City of Tomball to amend Section 40-74 (*Lots, general provisions*) and 40-75 (*Minimum Lot Sizes)* of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-266

Section(s): 50-33 (*Board of Adjustments*) & 50-34 (*Amendments to Zoning Chapter and Districts, Administrative Procedures*)

Subject: Increase Notification Area for Public Hearing(s)

BACKGROUND

The City of Tomball Code of Ordinance currently requires the City to notify all owners of properties within 200-feet of properties which are subject to a zone change request or request that is to be considered by the Board of Adjustment. This proposed amendment will increase the notification area to require the City of Tomball to notify all owners of properties within 300 feet. City Council requested this amendment in efforts to reach more people in the immediate area of where public hearing requests and possible changes to our City guiding documents, giving them an opportunity for their voice to be heard.

NOTICE OF PUBLIC HEARING:

A public hearing notice was published in the Potpourri on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):

50-33:

REMOVE:

~~(i) *Procedures*~~

~~(3) Notice and public hearing. The board of adjustments shall hold a public hearing for consideration of the variance or special exception request no later than 60 calendar days after the date the application for action, or an appeal, is filed. Notice shall be published in the official local newspaper before the 15th calendar day prior to the public hearing. Written notice of the public hearing for a variance or exception shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 200 feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail.~~

ADD:

(i) *Procedures.*

(3) *Notice and public hearing.* The board of adjustments shall hold a public hearing for consideration of the variance or special exception request no later than 60 calendar days after the date the application for action, or an appeal, is filed. Notice shall be published in the official local newspaper before the 15th calendar day prior to the public hearing. Written notice of the public hearing for a variance or exception shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within **300** feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail.

50-34

REMOVE:

~~*(c) Notice of public hearing.*~~

~~*(1) Public hearing for zoning changes involving real property.*~~

~~*(c)* Written notice of the public hearing before the planning and zoning commission shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 200 feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail. If written notice as required is not sent before the tenth calendar day prior to the date of the hearing, then the hearing must be delayed until this notice requirement is met.~~

ADD:

(c) Notice of public hearing.

(1) Public hearing for zoning changes involving real property.

(c)Written notice of the public hearing before the planning and zoning commission shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within **300** feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail. If written notice as required is not sent before the tenth calendar day prior to the date of the hearing, then the hearing must be delayed until this notice requirement is met.

ORDINANCE NO. 2022-25

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 50-33 (BOARD OF ADJUSTMENTS), AND SECTION 50-34 (AMENDMENTS TO ZONING CHAPTER AND DISTRICTS, ADMINISTRATIVE PROCEDURES, AND ENFORCEMENT, OF ARTICLE II, ADMINISTRATION, OF CHAPTER 50, ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

***** ***** ***** ***** ***** *****

WHEREAS, the City Staff presented the proposed text amendment regarding an increase in the notification area for public hearings to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; now, therefore,

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

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

Section 2. Article II, Administration, of Chapter 50, Zoning of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6th DAY OF SEPTEMBER, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
DORIS SPEER, City Secretary

AMEND: Section 50-33 (Board of Adjustments (BOA))_

REVISE: Delete and Add the following entries

DELETE:

(i) Procedures

~~(3) Notice and public hearing. The board of adjustments shall hold a public hearing for consideration of the variance or special exception request no later than 60 calendar days after the date the application for action, or an appeal, is filed. Notice shall be published in the official local newspaper before the 15th calendar day prior to the public hearing. Written notice of the public hearing for a variance or exception shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 200 feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail.~~

ADD*:*

(i) Procedures

(3) *Notice and public hearing.* The board of adjustments shall hold a public hearing for consideration of the variance or special exception request no later than 60 calendar days after the date the application for action, or an appeal, is filed. Notice shall be published in the official local newspaper before the 15th calendar day prior to the public hearing. Written notice of the public hearing for a variance or exception shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 300 feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail.

AMEND: Section 50-34 (Amendments to zoning chapter and districts, administrative procedures, and enforcement)

REVISE: Delete and Add the following entries

DELETE:

(c) Notice of public hearing.

(1) Public hearing for zoning changes involving real property.

(c) ~~Written notice of the public hearing before the planning and zoning commission shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 200 feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail. If written notice as required is not sent before the tenth calendar day prior to the date of the hearing, then the hearing must be delayed until this notice requirement is met.~~

ADD:

(c) Notice of public hearing.

(1) Public hearing for zoning changes involving real property.

(c)Written notice of the public hearing before the planning and zoning commission shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that is located within the area of application and within 300 feet of any property affected thereby, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail. If written notice as required is not sent before the tenth calendar day prior to the date of the hearing, then the hearing must be delayed until this notice requirement is met.

-END-

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:
Consideration to Approve Zoning Case P22-268: Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval)* of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

Conduct Public Hearing on **Zoning Case P22-268**

Adopt, on First Reading, Ordinance No. 2022-23, an ordinance of the City of Tomball, Texas, amending Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval)* of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: City of Tomball

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

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Case P22-268: Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval)* of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

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

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Jared Smith
Jared Smith
City Planner

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Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-268

Section(s): 40-28 & 40-30

Subject: Remove/Revise Plat Review Schedule

BACKGROUND

The City of Tomball Code of Ordinance specifies an application deadline for plat reviews which gives staff 7 days to review plats prior to the Planning & Zoning Commission's consideration of the plat. State law grants municipalities 30 days to act on plats, whether it is to approve, approve with conditions or deny the plat based on findings by City staff and the Planning & Zoning Commission. Further, the current process has City staff recommending approval of plats to the Planning & Zoning Commission with a list of graphic revisions. Therefore the plat that is ultimately recorded may differ graphically from the plat that is approved by the Commission. This amendment is to provide ample time for the review of plats, as well as ensure that the plat that is presented to the Planning & Zoning Commission is the plat that is going to be recorded if approved.

NOTICE OF PUBLIC HEARING:

A notice of public hearing was published in the paper on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):

40-28 – Application for Preliminary Plat Approval:

REMOVE:

~~*(1) Submittal date and time.* All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the city secretary no later than 12:00 noon, seven days prior to the next regularly scheduled commission meeting. Materials received after 12:00 noon on the date specified in this article shall automatically be placed on the agenda of the second regularly scheduled planning and zoning commission meeting following submittal.~~

~~*(2) Copies required.* The applicant shall provide 20 24-inch by 36-inch paper prints from the original drawing of the plat reproduced on white paper with blue or black lines, each of which shall be folded to 8½ inches by 12 inches, and indicating the title block in the lower right-hand corner of the plat.~~

~~*(3) Filing fees.* An application for final plat approval shall be accompanied by a nonrefundable application fee tendered in the form of a certified check and made payable to the "City of Tomball, Texas," in the amount as is specified in the city's schedule of fees as currently established or as hereafter adopted by resolution of the city council from time to time.~~

~~*(4) Encumbrances information.* An application for preliminary plat approval shall be accompanied by a title opinion or a statement or certificates, either in a separate writing or on the face of the plat, and properly executed by the applicant or the person who prepared the plat, certifying that all existing encumbrances other than liens, such as various types of easements, fee strips, or significant topographical features such as lakes, ponds, bayous or other bodies of water; creeks, streams, gullies, ravines, ditches, or other natural drainageways; and any known fault lines, on the land being platted, are fully shown and accurately identified on the face of the plat, and further stating whether the plat being submitted includes all of the contiguous land that the subdivider owns directly or indirectly, or has a legal or beneficial interest in, or whether the subdivider owns or has a legal interest in any adjacent property. If the subdivider owns or has a legal interest in any adjacent property, the extent of such ownership and a boundary description of the land involved shall also be provided.~~

~~*(5) Notice to utilities.* Evidence of notice to all utility companies that provide service to the area encompassed by the proposed subdivision, whether public or private, shall accompany each application for preliminary plat approval. Such notice shall contain a statement of the intent to subdivide, the intended use of the property within the subdivision, and shall have attached to such notice a copy of the preliminary plat that is filed within the city.~~

ADD:

(1) *Submittal date and time.* All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the Community Development Director or their designee. The Community Development Director or their designee shall determine the completeness of all plat applications. A Plat application submitted by the application deadline specified on the Plat Review Calendar kept by the Community Development Office that is deemed to be complete by the Community Development Director or their designee shall be placed on the agenda for the next regularly scheduled meeting of the Planning & Zoning Commission for consideration.

(2) *Time Period for Action.* All preliminary plat applications shall be acted upon within thirty (30) days from the official filing date unless a waiver is submitted in accordance with Subsection (a).

(a) *Waiver of Right to 30-day Action.*

(1) The Community Development Director or their designee shall be the official decision-maker for a Waiver of Right to 30-Day Action.

(2) An applicant may request a Waiver of Right to 30-day Action relating to the decision time of thirty (30) days mandated by State law. Such requests must be submitted on the official

Waiver of Right to 30-day Action form provided by the Community Development Office.

(3) Waiver requests must be received by the Community Development Director or their designee prior to the Planning & Zoning Commission meeting at which action would have to be taken (based on the 30-day State law requirement).

(4) The granting of a Waiver of Right to 30-day Action shall not be deemed in any way a waiver to any requirement within this Code of Ordinances.

(5) The Waiver of Right to 30-day Action may postpone consideration of plats for a period not to exceed 30 days from the date that the waiver is received by the City. In the event that the Waiver of Right to 30-day Action expires, the plat shall be considered void by the City of Tomball and a separate plat application will be required for review by the City and consideration by the Planning & Zoning Commission.

(3) City Review.

a) The City staff shall meet to review each preliminary plat application to be placed on the agenda of the forthcoming meeting of the Planning & Zoning Commission. The City shall make comments on either.
   i. Approval of the plat
   ii. Denial of the plat
   iii. Approval of the Plat with conditions

a) All comments detailing necessary conditions/revisions, or reasons for denial of the plat will be returned to the applicant following the official city review of the plat.

(4) Resubmittal Following City Review.

a) At least five (5) days prior to the meeting of the Planning & Zoning Commission during which the plat is scheduled for action, the applicant shall provide to the Community Development Director or their designee a revised plat. The Community Development Director or their designee shall review the revised plat for compliance with comments from previous review(s) by the City.

b) Revised plats submitted to the Community Development Director or their designee at least five (5) days prior to the meeting of the Planning & Zoning Commission during which the plat is scheduled for action will be placed on the agenda for consideration by the Commission, for approval, approval with conditions, or denial based on staff findings.

c) In the event that a revised plat is not submitted at least five (5) days prior to the meeting of the Planning & Zoning Commission and no Waiver of Right for 30-Day Action is submitted by the applicant, the plat shall be subject to denial by the Planning & Zoning Commission due to insufficient time for review by staff.

(5) Filing fees. An application for preliminary plat approval shall be accompanied by a nonrefundable application fee tendered in the form of a check and made payable to the "City of Tomball, Texas," in the amount as is

specified in the city's schedule of fees as currently established or as hereafter adopted by resolution of the city council from time to time.

(6) *Encumbrances information.* An application for preliminary plat approval shall be accompanied by a title opinion or a statement or certificates, either in a separate writing or on the face of the plat, and properly executed by the applicant or the person who prepared the plat, certifying that all existing encumbrances other than liens, such as various types of easements, fee strips, or significant topographical features such as lakes, ponds, bayous or other bodies of water; creeks, streams, gullies, ravines, ditches, or other natural drainageways; and any known fault lines, on the land being platted, are fully shown and accurately identified on the face of the plat, and further stating whether the plat being submitted includes all of the contiguous land that the subdivider owns directly or indirectly, or has a legal or beneficial interest in, or whether the subdivider owns or has a legal interest in any adjacent property. If the subdivider owns or has a legal interest in any adjacent property, the extent of such ownership and a boundary description of the land involved shall also be provided.

(7) *Notice to utilities.* Evidence of notice to all utility companies that provide service to the area encompassed by the proposed subdivision, whether public or private, shall accompany each application for preliminary plat approval. Such notice shall contain a statement of the intent to subdivide, the intended use of the property within the subdivision, and shall have attached to such notice a copy of the preliminary plat that is filed within the city.

40-30 – Application for final plat approval:

REMOVE*:*

~~*(1) Time for filing.* All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the city secretary no later than 12:00 noon, seven days prior to the next regularly scheduled commission meeting. Materials received after 12:00 noon on the date specified in this section shall automatically be placed on the agenda of the second regularly scheduled commission meeting following submittal.~~

~~*(2) Copies required.* The applicant shall provide 20 24-inch by 36-inch paper prints from the original drawing of the plat reproduced on white paper with blue or black lines, each of which shall be folded to 8½ inches by 12 inches, and indicating the title block in the lower right-hand corner of the plat.~~

~~*(3) Filing fees.* An application for final plat approval shall be accompanied by a nonrefundable application fee tendered in the form of a certified check and made payable to the "City of Tomball, Texas," in the amount as is specified in the city's schedule of fees as currently established or as hereafter adopted by resolution of the city council from time to time.~~

ADD:

(1) *Submittal date and time*. All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the Community Development Director or their designee. The Community Development Director or their designee

shall determine the completeness of all plat applications. A Plat application submitted by the application deadline specified on the Plat Review Calendar kept by the Community Development Office that is deemed to be complete by the Community Development Director or their designee shall be placed on the agenda for the next regularly scheduled meeting of the Planning & Zoning Commission for consideration.

(2) *Time Period for Action.* All final plat applications shall be acted upon within thirty (30) days from the official filing date unless a waiver is submitted in accordance with Subsection (a).

(a) *Waiver of Right to 30-day Action.*

i. The Community Development Director or their designee shall be the official decision-maker for a Waiver of Right to 30-Day Action.

ii. An applicant may request a Waiver of Right to 30-day Action relating to the decision time of thirty (30) days mandated by State law. Such requests must be submitted on the official Waiver of Right to 30-day Action form provided by the Community Development Office.

iii. Waiver requests must be received by the Community Development Director prior to the Planning & Zoning Commission meeting at which action would have to be taken (based on the 30-day State law requirement).

iv. The granting of a Waiver of Right to 30-day Action shall not be deemed in any way a waiver to any requirement within this Code of Ordinances.

(6) The Waiver of Right to 30-day Action may postpone consideration of plats for a period not to exceed 30 days from the date that the waiver is received by the City. In the event that the Waiver of Right to 30-day Action expires, the plat shall be considered void by the City of Tomball and a separate plat application will be required for review by the City and consideration by the Planning & Zoning Commission.

(3) *City Review.*

a. The City staff shall meet to review each final plat application to be placed on the agenda of the forthcoming meeting of the Planning & Zoning Commission. The City shall make comments on either.

i. Approval of the plat

ii. Denial of the plat

iii. Approval of the Plat with conditions

b. All comments detailing necessary conditions/revisions, or reasons for denial of the plat will be returned to the applicant following the official city review of the plat.

(4) Resubmittal Following City Review.

a. At least five (5) days prior to the meeting of the Planning & Zoning Commission during which the plat is scheduled for action, the applicant shall provide to the Community Development Director or their designee a revised plat. The Community Development Director or their designee shall review the revised plat for compliance with comments from previous review(s) by the City.

b. Revised plats submitted to the Community Development Director or their designee at least five (5) days prior to the meeting of the Planning & Zoning Commission during which the plat is scheduled for action will be placed on the agenda for consideration by the Commission, for approval, approval with conditions, or denial based on staff findings.

c. In the event that a revised plat is not submitted at least five (5) days prior to the meeting of the Planning & Zoning Commission and no Waiver of Right for 30-Day Action is submitted by the applicant, the plat shall be subject to denial by the Planning & Zoning Commission due to insufficient time for review by staff.

(5) Filing fees. An application for final plat approval shall be accompanied by a nonrefundable application fee tendered in the form of a check and made payable to the "City of Tomball, Texas," in the amount as is specified in the city's schedule of fees as currently established or as hereafter adopted by resolution of the city council from time to time.

(6) Encumbrances information. An application for final plat approval shall be accompanied by a title opinion or a statement or certificates, either in a separate writing or on the face of the plat, and properly executed by the applicant or the person who prepared the plat, certifying that all existing encumbrances other than liens, such as various types of easements, fee strips, or significant topographical features such as lakes, ponds, bayous or other bodies of water; creeks, streams, gullies, ravines, ditches, or other natural drainage ways; and any known fault lines, on the land being platted, are fully shown and accurately identified on the face of the plat, and further stating whether the plat being submitted includes all of the contiguous land that the subdivider owns directly or indirectly, or has a legal or beneficial interest in, or whether the subdivider owns or has a legal interest in any adjacent property.

(7) *Notice to utilities.* Evidence of notice to all utility companies that provide service to the area encompassed by the proposed subdivision, whether public or private, shall accompany each application for final plat approval. Such notice shall contain a statement of the intent to subdivide, the intended use of the property within the subdivision, and shall have attached to such notice a copy of the final plat that is filed within the city.

ORDINANCE NO. 2022-23

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 40-28 (APPLICATION FOR PRELIMINARY PLAT APPROVAL), AND 40-30 (APPLICATION FOR FINAL PLAT APPROVAL) OF ARTICLE II, PROCEDURE FOR SUBMISSION OF PLATS, OF CHAPTER 40, SUBDIVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

*** * * * * ***

WHEREAS, the City Staff presented the proposed text amendment regarding the plat review schedule to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; now, therefore,

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

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

Section 2. Article II, Procedures For Submission of Plats, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6th DAY OF SEPTEMBER, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
DORIS SPEER, City Secretary

Exhibit "A"

AMEND: Section 40-28 (Application for Preliminary Plat Approval)

REVISE: Delete and Add the following entries in alphabetical order and renumber accordingly:

DELETE:

~~*(1) Submittal date and time.* All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the city secretary no later than 12:00 noon, seven days prior to the next regularly scheduled commission meeting. Materials received after 12:00 noon on the date specified in this article shall automatically be placed on the agenda of the second regularly scheduled planning and zoning commission meeting following submittal.~~

~~*(2) Copies required.* The applicant shall provide 20 24-inch by 36-inch paper prints from the original drawing of the plat reproduced on white paper with blue or black lines, each of which shall be folded to 8½ inches by 12 inches, and indicating the title block in the lower right-hand corner of the plat.~~

~~*(3) Filing fees.* An application for final plat approval shall be accompanied by a nonrefundable application fee tendered in the form of a certified check and made payable to the "City of Tomball, Texas," in the amount as is specified in the city's schedule of fees as currently established or as hereafter adopted by resolution of the city council from time to time.~~

~~*(4) Encumbrances information.* An application for preliminary plat approval shall be accompanied by a title opinion or a statement or certificates, either in a separate writing or on the face of the plat, and properly executed by the applicant or the person who prepared the plat, certifying that all existing encumbrances other than liens, such as various types of easements, fee strips, or significant topographical features such as lakes, ponds, bayous or other bodies of water; creeks, streams, gullies, ravines, ditches, or other natural drainageways; and any known fault lines, on the land being platted, are fully shown and accurately identified on the face of the plat, and further stating whether the plat being submitted includes all of the contiguous land that the subdivider owns directly or indirectly, or has a legal or beneficial interest in, or whether the subdivider owns or has a legal interest in any adjacent property. If the subdivider owns or has a legal interest in any adjacent property, the extent of such ownership and a boundary description of the land involved shall also be provided.~~

~~*(5) Notice to utilities.* Evidence of notice to all utility companies that provide service to the area encompassed by the proposed subdivision, whether public or private, shall accompany each application for preliminary plat approval. Such notice shall contain a statement of the intent to subdivide, the intended use of the property within the subdivision, and shall have attached to such notice a copy of the preliminary plat that is filed within the city.~~

ADD*:*

(1) *Submittal date and time*. All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the Community Development Director or their designee. The Community Development Director or their designee shall determine the completeness of all plat applications. A Plat application submitted by the application deadline specified on the Plat Review Calendar kept by the Community Development Office that is deemed to be complete by the Community Development Director or their designee shall be placed on the agenda for the next regularly scheduled meeting of the Planning & Zoning Commission for consideration.

(2) *Time Period for Action.* All preliminary plat applications shall be acted upon within thirty (30) days from the official filing date unless a waiver is submitted in accordance with Subsection (a).

(a) *Waiver of Right to 30-day Action.*

i. The Community Development Director or their designee shall be the official decision-maker for a Waiver of Right to 30-Day Action.

ii. An applicant may request a Waiver of Right to 30-day Action relating to the decision time of thirty (30) days mandated by State law. Such requests must be submitted on the official Waiver of Right to 30-day Action form provided by the Community Development Office.

iii. Waiver requests must be received by the Community Development Director or their designee prior to the Planning & Zoning Commission meeting at which action would have to be taken (based on the 30-day State law requirement).

iv. The granting of a Waiver of Right to 30-day Action shall not be deemed in any way a waiver to any requirement within this Code of Ordinances.

v. The Waiver of Right to 30-day Action may postpone consideration of plats for a period not to exceed 30 days from the date that the waiver is received by the City. In the event that the Waiver of Right to 30-day Action expires, the plat shall be considered void by the City of Tomball and a separate plat application will be required for review by the City and consideration by the Planning & Zoning Commission.

(3) *City Review.*

a) The City staff shall meet to review each preliminary plat application to be placed on the agenda of the forthcoming meeting of the Planning & Zoning Commission. The City shall make comments on either.

i. Approval of the plat
ii. Denial of the plat
iii. Approval of the Plat with conditions

a) All comments detailing necessary conditions/revisions, or reasons for denial of the plat will be returned to the applicant following the official city review of the plat.

(4) *Resubmittal Following City Review.*

a) At least five (5) days prior to the meeting of the Planning & Zoning Commission during which the plat is scheduled for action, the applicant shall provide to the Community Development Director or their designee a revised plat. The Community Development Director or their designee shall review the revised plat for compliance with comments from previous review(s) by the City.

b) Revised plats submitted to the Community Development Director or their designee at least five (5) days prior to the meeting of the Planning & Zoning Commission during which the plat is scheduled for action will be placed on the agenda for consideration by the Commission, for approval, approval with conditions, or denial based on staff findings.

c) In the event that a revised plat is not submitted at least five (5) days prior to the meeting of the Planning & Zoning Commission and no Waiver of Right for 30-Day Action is submitted by the applicant, the plat shall be subject to denial by the Planning & Zoning Commission due to insufficient time for review by staff.

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AMEND: Section 40-30 (Application for Final Plat Approval)

REVISE: Delete and Add the following entries in alphabetical order and renumber accordingly:

DELETE:

~~*(1) Time for filing.* All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the city secretary no later than 12:00 noon, seven days prior to the next regularly scheduled commission meeting. Materials received after 12:00 noon on the date specified in this section shall automatically be placed on the agenda of the second regularly scheduled commission meeting following submittal.~~

~~*(2) Copies required.* The applicant shall provide 20 24-inch by 36-inch paper prints from the original drawing of the plat reproduced on white paper with blue or black lines, each of which shall be folded to 8½ inches by 12 inches, and indicating the title block in the lower right-hand corner of the plat.~~

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ADD*:*

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(a) *Waiver of Right to 30-day Action.*

i. The Community Development Director or their designee shall be the official decision-maker for a Waiver of Right to 30-Day Action.

ii. An applicant may request a Waiver of Right to 30-day Action relating to the decision time of thirty (30) days mandated by State law. Such requests must be submitted on the official Waiver of Right to 30-day Action form provided by the Community Development Office.

iii. Waiver requests must be received by the Community Development Director prior to the Planning & Zoning Commission meeting at which action would have to be taken (based on the 30-day State law requirement).

iv. The granting of a Waiver of Right to 30-day Action shall not be deemed in any way a waiver to any requirement within this Code of Ordinances.

vi. The Waiver of Right to 30-day Action may postpone consideration of plats for a period not to exceed 30 days from the date that the waiver is received by the City. In the event that the Waiver of Right to 30-day Action expires, the plat shall be considered void by the City of Tomball and a separate plat application will be required for review by the City and consideration by the Planning & Zoning Commission.

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   i. Approval of the plat
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b. All comments detailing necessary conditions/revisions, or reasons for denial of the plat will be returned to the applicant following the official city review of the plat.

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b. Revised plats submitted to the Community Development Director or their designee at least five (5) days prior to the meeting of the Planning & Zoning Commission during which the plat is scheduled for action will be placed on the agenda for consideration by the Commission, for approval, approval with conditions, or denial based on staff findings.
c. In the event that a revised plat is not submitted at least five (5) days prior to the meeting of the Planning & Zoning Commission and no Waiver of Right for 30-Day Action is

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-END-

Subdivision Plat Review Calendar for 2022					
Plat Application, Construction Plans, and Drainage Plans Deadline Due by 5 p.m. (Start of Application Review Check)	Official City Acceptance and Application Filing Date (Start of 30-day Shotclock)	Plat Review Comments Due	Final Draft of Plats and All Other Documents Due by 5 p.m.	Agenda Posted	P&Z Meeting
1st Monday of the Month*	- 28 days Monday*		- 5 days Wednesday*	-3 days Friday	Meeting Date Monday
6-Dec-21	13-Dec-21	23-Dec-21	5-Jan-22	7-Jan-22	10-Jan-22
3-Jan-22	17-Jan-22	27-Jan-22	9-Feb-22	11-Feb-22	14-Feb-22
7-Feb-22	14-Feb-22	24-Feb-22	9-Mar-22	11-Mar-22	14-Mar-22
7-Mar-22	14-Mar-22	24-Mar-22	6-Apr-22	8-Apr-22	11-Apr-22
4-Apr-22	11-Apr-22	21-Apr-22	4-May-22	6-May-22	9-May-22
2-May-22	16-May-22	26-May-22	8-Jun-22	10-Jun-22	13-Jun-22
6-Jun-22	13-Jun-22	23-Jun-22	6-Jul-22	8-Jul-22	11-Jul-22
4-Jul-22	11-Jul-22	21-Jul-22	3-Aug-22	5-Aug-22	8-Aug-22
1-Aug-22	15-Aug-22	25-Aug-22	7-Sep-22	9-Sep-22	12-Sep-22
5-Sep-22	12-Sep-22	22-Sep-22	5-Oct-22	7-Oct-22	10-Oct-22
3-Oct-22	17-Oct-22	27-Oct-22	10-Nov-22	11-Nov-22	14-Nov-22
7-Nov-22	14-Nov-22	24-Nov-22	7-Dec-22	9-Dec-22	12-Dec-22
*Submittal Deadlines may vary depending on holidays.					

Staff Use Only

Subdivision: _____

Date Received: _____

WAIVER OF RIGHT FOR 30-DAY ACTION

As the applicant and/or representative of the:

☐Preliminary Plat

☐Final Plat

☐Minor Plat

☐Replat

For the proposed subdivision identified as:

Click or tap here to enter text.

I hereby waive the right for action on the plat within thirty (30) days of the submittal date of the plat. The plat and associated plans will be submitted to Community Development Services no later than 5 p.m. on the Wednesday prior to the desired Planning & Zoning Commission meeting to provide adequate time for staff review and scheduling purposes.

_____

Signature of Property Owner or Agent

FOR MORE INFORMATION, PLEASE CONTACT:

COMMUNITY DEVELOPMENT SERVICES
500 JAMES STREET
TOMBALL, TEXAS 77375
(281) 290-1491
JASMITH@TOMBALLTX.GOV

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Conduct Public Hearings for the following Zoning Case:

- **Zoning Case P22-267:** Request by the City of Tomball to amend Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: City of Tomball

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Case P22-266: Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

Case P22-267: Request by the City of Tomball to amend Section(s) 40-65 (*Streets; specific standards*) of the Tomball Code of Ordinances by adding/revising the right-of-way widths for roadways classifications.

Case P22-268: Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval)* of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

Case P22-269: Request by the City of Tomball to amend Chapter 40, Article III (*Subdivision Design Standards)* of the Tomball Code of Ordinances by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

Case P22-270: Request by the City of Tomball to amend Section 40-74 (*Lots, general provisions*) and 40-75 (*Minimum Lot Sizes)* of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-267

Section(s): 40-65 (*Streets; Specific Standards*)

Subject: Add/Revise Right-of-Way Widths for Roadway Classifications

BACKGROUND

Section 40-65 (b) in the City of Tomball Code of Ordinance provides desired right-of-way widths for the varying street classifications found within the City of Tomball. The right-of-way widths listed do not align with the current City of Tomball construction design standards for streets. This proposed amendment is to remove the existing "Right-of-way width, widening" section of the code of ordinance and replace with a table that outlines standard and minimum desired right-of-way widths that are in alignment with our current design standards.

NOTICE OF PUBLIC HEARING:

A public hearing notice was published in the Potpourri on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):

40-65:

REMOVE:

~~(b) *Right-of-way width, widening*. The width of the right-of-way to be dedicated for any street shall be as follows:~~

~~(1) *Local streets*. The width of the right-of-way for local streets shall be not less than 80 feet. Provided, however, a right-of-way width of not less than 60 feet may be approved if there is also dedicated a ten-foot-wide drainage and utility easement immediately adjacent to each side of such local street, which, in combination, would total 80 feet in width, and an open ditch drainage system is provided for such street. In those instances where a proposed subdivision is located adjacent to an existing public street with a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision to accommodate the development of the street to a total right-of-way width of not less than 60 feet. Notwithstanding the foregoing, the planning and zoning commission may, on written application, in its discretion authorize a street right-of-way width of not less~~

~~than 50 feet for a local street where such street cannot reasonably be made to continue or extend onto an existing, approved, proposed, or possible future street, is so located that logically it could not be extended to connect with an existing, approved, or proposed street, there is not a likelihood that it would inhibit the ability of the city to provide emergency services from fire, police, medical, or other rescue personnel, the street provides access to single-family residential properties only, and the total length of such street does not exceed 700 feet.~~

~~(2) *Collector streets.* The width of the right-of-way for collector streets shall be not less than 80 feet.~~

~~(3) *Arterial streets.* The width of the right-of-way for arterial streets shall be not less than 100 feet.~~

ADD:

(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be in accordance with Table 40-65.1:

Table 40-65.1

Street Type	Standard Right-of-Way Width**	Minimum Right-of-Way*
Alley	20'	15'
Local	60'	50'
Collector	60'	60'
Minor Arterial	80'	80'
Major Arterial	100'	100'

*The Purpose of the minimum right-of-way is to accommodate pre-existing situations in developed areas where it is impractical to require the standard width. The minimum local street right-of-ways width may be utilized within single-family residential subdivisions if the street right-of-way serves as the shortest direct path to a roadway of higher classification (i.e. collector or arterial) for no more than 25-dwelling units.

**The standard right-of-way width for major arterial sections of Medical Complex Drive & Agg Road shall be 120'.

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 40-65 (STREETS; SPECIFIC STANDARDS), OF ARTICLE III, DESIGN STANDARDS, OF CHAPTER 40, SUBDIVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

***** ***** ***** ***** ***** *****

WHEREAS, the City Staff presented the proposed text amendment regarding street right-of-way standards to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; now, therefore,

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

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

Section 2. Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6th DAY OF SEPTEMBER, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
DORIS SPEER, City Secretary

AMEND: Section 40-65 (Streets; specific standards)

REVISE: Delete and Add the following entries in alphabetical order and renumber accordingly:

DELETE:

~~(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be as follows:~~

~~(1) *Local streets.* The width of the right-of-way for local streets shall be not less than 80 feet. Provided, however, a right-of-way width of not less than 60 feet may be approved if there is also dedicated a ten-foot-wide drainage and utility easement immediately adjacent to each side of such local street, which, in combination, would total 80 feet in width, and an open ditch drainage system is provided for such street. In those instances where a proposed subdivision is located adjacent to an existing public street with a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision to accommodate the development of the street to a total right-of-way width of not less than 60 feet. Notwithstanding the foregoing, the planning and zoning commission may, on written application, in its discretion authorize a street right-of-way width of not less than 50 feet for a local street where such street cannot reasonably be made to continue or extend onto an existing, approved, proposed, or possible future street, is so located that logically it could not be extended to connect with an existing, approved, or proposed street, there is not a likelihood that it would inhibit the ability of the city to provide emergency services from fire, police, medical, or other rescue personnel, the street provides access to single-family residential properties only, and the total length of such street does not exceed 700 feet.~~

~~(2) *Collector streets.* The width of the right-of-way for collector streets shall be not less than 80 feet.~~

~~(3) *Arterial streets.* The width of the right-of-way for arterial streets shall be not less than 100 feet.~~

ADD:

(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be in accordance with Table 40-65.1:

Table 40-65.1

Street Type	Standard Right-of-Way Width**	Minimum Right-of-Way*
Alley	20'	15'
Local	60'	50'
Collector	60'	60'
Minor Arterial	80'	80'
Major Arterial	100'	100'

*The Purpose of the minimum right-of-way is to accommodate pre-existing situations in developed areas where it is impractical to require the standard width. The minimum local street right-of-ways width may be utilized within single-family residential subdivisions if the street right-of-way serves as the shortest direct path to a roadway of higher classification (i.e. collector or arterial) for no more than 25-dwelling units.

**The standard right-of-way width for major arterial sections of Medical Complex Drive & Agg Road shall b

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Conduct Public Hearings for the following Zoning Cases:

- **Zoning Case P22-269:** Request by the City of Tomball to amend Chapter 40, Article III (Subdivision Design Standards) of the Tomball Code of Ordinance by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: City of Tomball

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Case P22-266: Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

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At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

Community Development Department

Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-269

Section(s): Chapter 40, Article III (*Design Standards*)

Subject: Add Sec. 40-81 (*Driveways and Access Management*)

BACKGROUND

The City of Tomball's Code of Ordinance does not currently specify driveway separation requirements, nor does it call out cross-access easement requirements/recommendations. Ingress & egress points to and from properties are essential to site development. Each driveway that serves a parcel of land introduces an accident potential point. Therefore, minimum driveway separation requirements and ordinances that encourage shared access agreements between adjoining property owners are often adopted to help mitigate and reduce accident potential for motor vehicles, pedestrians, and bicyclists. This proposed addition to the code of ordinance is to adopt driveway standards, specifically by formally addressing driveway designs, spacing requirements and encouraging/requiring shared access driveways.

NOTICE OF PUBLIC HEARING:

A public hearing notice was published in the Potpourri on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):

ADD:

40-81.- Driveway and Access Management

(a) *Other Standards.* Driveway approaches, curbs, gutters, pavements and appurtenances on public property and other facilities to provide access to abutting properties in the City and ETJ in connection with platting or building construction shall be constructed, provided, altered or repaired in accordance with the City of Tomball Design, Details, and Construction Standards and as prescribed by the standards outlined within this Division.

(b) *All Driveway Approaches.* All driveway approaches shall comply with the following standards.

(1) *Sidewalks to Be Removed.* Where a driveway approach is designed to cross an existing sidewalk, the sidewalk included in the driveway approach area shall be removed and reconstructed as a driveway approach unless the City Engineer has determined that the section of the sidewalk fully complies with the requirements of this section for driveway approaches. The area across the driveway will be jointed and edged as a sidewalk. The depth and design for the sidewalk will be consistent

with the driveway-approved design and will be consistent with the ADA regulations.

(2) *Removal of Curb and Gutter.* Where a driveway approach is to be constructed at a location where a curb and gutter is in place, the curb and gutter shall be removed to the nearest existing construction joint or a new construction joint formed by other methods as may be approved by the City Engineer. The driveway approach shall be constructed in accordance with the City's Design, Details and Construction Standards.

(3) *Drainage.* Driveway approaches shall be designed to prevent the entrance of water from the street onto private property, except that a drainage system may be provided within the property to handle water coming from the street. Driveway approaches and related drainage systems shall be constructed in accordance with the City's Design, Details, and Construction Standards.

(4) *Radius.* Driveway approaches shall be constructed with return radii in accordance with the standards outlined in Table 40-81.1. The driveway radius shall not extend in front of the adjacent property.

(5) *Design Criteria.*

(a) For all gated driveways the gate shall be set back a minimum of 25-feet from the edge of the street pavement. Locking mechanisms for vehicular gates shall be subject to approval by the City Fire Marshal or his/her designee.

(b) Driveway construction shall not occur without a driveway permit.

(c) Divided entrances to parking lots in nonresidential and multifamily developments shall have a minimum ingress lane of 18 feet, a minimum landscaped median width of 5 feet for an unbroken distance of at least 100 feet, and a minimum egress lane of 22 feet. All divided entrances shall be a maximum of 45 feet in width.

(d) Residential driveways shall have a minimum separation equal to the sum of the required curb returns for the two driveways.

(c) All driveway approach dimensions shall comply with Table 40-81.1.

Table 40-81.1

Driveway	Land Use	Width (ft.)		Curb Return (ft.)	
		Minimum	Maximum	Minimum	Maximum
Type I	Single-Family Residential, Duplex	12'	24'	5'	15'
Type II (One Way)	Multi-Family, Commercial	20'	20'	10'	15'
Type II (Two Way)	Multi-Family, Commercial	24'	40'	10'	15'

(d) *Type II Driveway Approaches.* Type II driveway approaches shall comply with the following standards and with Table 40-81.1

(1) *Number of Driveway Approaches.* On local streets, not more than one (1) driveway approach shall be permitted on any parcel of property with a frontage of one hundred feet (100') or less. On collector streets no more than one (1)

driveway approach shall be permitted on any parcel of property with a frontage of one hundred and fifty feet (150') or less. For arterials, no more than one (1) driveway approach shall be permitted on any parcel of property with a frontage of three hundred feet (300') or less. Except that additional openings may be permitted with the approval of the Community Development Director or their designee for the necessity and convenience of the public.

(2) *Driveway Separation.* Driveway approaches shall be separated by a minimum distance, as measured between the edge of the driveway and the adjacent driveway or street right-of-way, as required by Table 40-81.2.

Table 40-81.2

Street Type	Minimum Separation Between Drives (feet)*	Minimum Separation from Intersection (feet)*
Arterial	200'	150'
Minor Arterial	150'	100'
Collector	100'	75'
Local	25'	50'

*Separation may be reduced, at the discretion of the Community Development Director or their designee, where right-in/right-out only driveways are used. Such drives must be on a median-separated road or be designed to physically prevent vehicles from making a left turn.

Notes:

a) Single-family and two-family developments are exempt from these standards on local and collector streets.

b) Where a property at a corner does not have the necessary frontage to accommodate the required spacing from the intersection, or an interior property does not have adequate width to meet the spacing requirements from an existing driveway on adjacent property, a common access easement with adjacent properties shall be utilized to obtain the necessary spacing. Where site limitations preclude such common access easements, or where cooperation of adjacent property owners cannot be obtained (within a period of 90 days), the City Engineer may authorize a noncompliant driveway, which should be spaced as far from the intersection as practical.

c) Where there is a signalized "T" intersection on the opposite side of the street, the spacing requirements shall apply.

(3) *Angle of Driveway Approach.* The angle of the driveway approach with the curb line shall be approximately ninety degrees (90˚) for two-way driveways or forty-five degrees (45˚) to ninety degrees (90˚) for one-way driveways.

(4) *Driveway Approaches at Intersections.* Corner parcels less than one hundred and fifty feet (150') in length along the right-of-way shall combine access with the adjoining property, wherever possible. Where it can be shown that access is effectively denied to a corner parcel because of the required distance from the corner of the intersecting right-of-way and combined access is not available from the adjoining property, a variation to the requirement may be granted by the City Engineer, provided the applicant demonstrates that a variation will not create a traffic hazard.

(5) *Driveway Approaches in Existing On-Street Angle or Head-In Parking Areas.* Driveway approaches shall not be constructed in existing on-street angle or

head-in parking areas unless all curb is restored to a standard location along the roadway in front of the premises.

(e) *Shared Driveways and Cross-Access Drives.*

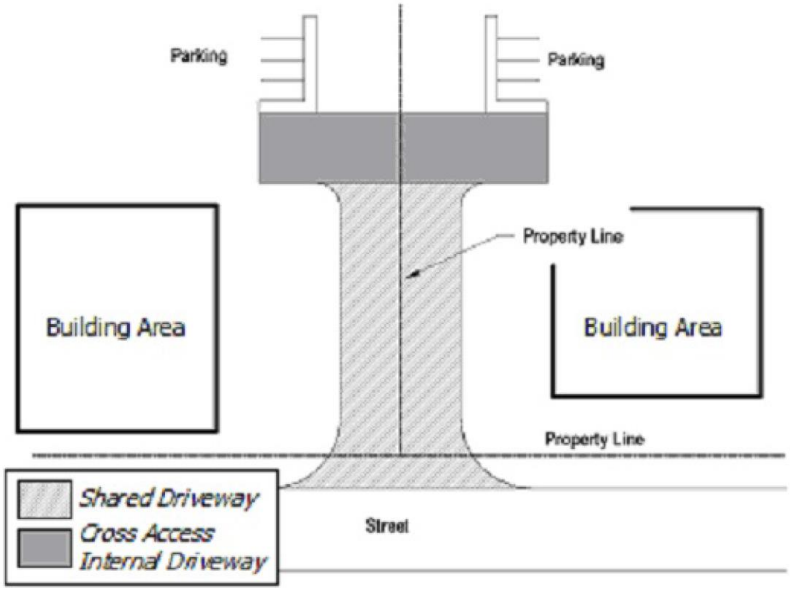
(1) Shared access for all driveways are encouraged by the City in order to ensure public safety access by providing mutual/common access to a median opening, to minimize the number of driveway cuts on streets, thereby maintaining street mobility, and to facilitate traffic flow between adjacent lots. (See Figure 40-81.1)

a. Arterial Streets. Shared mutual access easement(s) for driveway(s) may be required by the City between driveways on adjacent lots fronting on arterial streets.

b. The location and dimensions of shared access easements shall be determined by the Community Development Director and City Engineer.

c. Such easements shall be noted on the Preliminary Plat and Final Plat when possible as "Open and Unobstructed Cross Access Easement".

Figure 40-81.1



ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY ADDING SECTION 40-81 (DRIVEWAY AND ACCESS MANAGEMENT) TO ARTICLE III, DESIGN STANDARDS OF CHAPTER 40, SUBDIVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

*** * * * * ***

WHEREAS, the City Staff presented the proposed text amendment regarding driveway and access management to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; now, therefore,

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

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

Section 2. Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6th DAY OF SEPTEMBER, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
DORIS SPEER, City Secretary

AMEND: Article III of Chapter 40 (Design Standards: Subdivisions)

REVISE: Add the following entries in alphabetical order and renumber accordingly:

ADD:

40-81.- Driveway and Access Management

(a) *Other Standards.* Driveway approaches, curbs, gutters, pavements and appurtenances on public property and other facilities to provide access to abutting properties in the City and ETJ in connection with platting or building construction shall be constructed, provided, altered or repaired in accordance with the City of Tomball Design, Details, and Construction Standards and as prescribed by the standards outlined within this Division.

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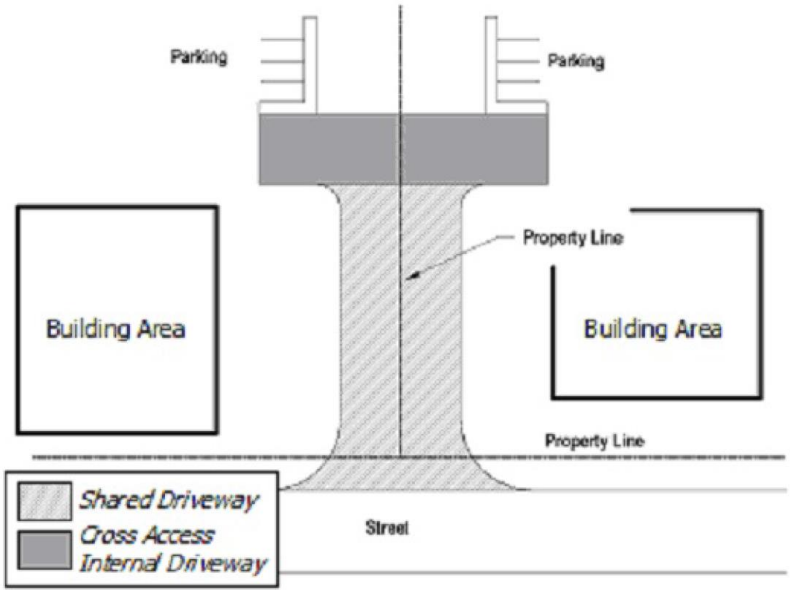
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Figure 40-81.1



-END-

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Conduct Public Hearings for the following Zoning Cases:

- **Zoning Case P22-270: Request by the City of Tomball to amend Section 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.**

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: City of Tomball

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022

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At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-270

Section(s): 40-74 (*Lots, general provisions*)

Subject: Revise/add language to address lot designs

BACKGROUND

Section 40-74 in the City of Tomball Code of Ordinance provides general provisions for lot designs within subdivisions. This proposed amendment seeks to revise/add to this section to further clarify and address minimum lot dimensions and arrangements. Specifically addressing irregularly shaped lots, double frontage lots, residential lots backing up to non-residential land uses, and restricting direct residential lot access to and from major thoroughfares.

NOTICE OF PUBLIC HEARING:

A public hearing notice was published in the Potpourri on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):

40-74:

REMOVE:

~~(3) *Key or flag-shaped lots.* For the purposes of this section, a key or flag-shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this chapter and other applicable regulations of the city and provided that no portion of any such lot is less than 50 feet in width.~~

~~(4) *Street access limitations.* Rear and side vehicular driveway access from lots to adjacent streets designated as major thoroughfares or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be noted directly upon the plat and adjacent to the lots in question.~~

~~(5) Lot and block identification. All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire~~

~~subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.~~

ADD:

(3) *Irregularly shaped lots (Flag, Key, and Cul-De-Sac Lots).*

a) Irregularly shaped lots shall provide a reasonable building pad without encroachment into front, side or rear yard setbacks or into any type of easement.
b) The rear width of irregularly shaped lots shall be sufficient to provide access for all necessary utilities. When alleys are present, there must be sufficient width for access for driveways and solid waste collection and a minimum twenty-foot (20') alley frontage.
c) Flag/key-shaped lots shall adhere to the following standards:
    1) For this section, a key or flag-shaped lot is any irregularly shaped lot that accesses the principal building site via a long narrow strip of land connecting to a public street. These lots often resemble flags on a flag pole, a key, or some other lot shape of comparable irregularity.
    2) Such lots shall have a minimum flag "pole" width of thirty feet (30').
    3) No more than two (2) dwelling units may share a common driveway on residential flag lots.
        i. Each flag lot must display an address at their closest point of access to a public street for emergency responders.
d) Cul-de-sac or "eyebrow" lots shall adhere to the following standards:
    1) For this section, a cul-de-sac or eyebrow lot is any lot that has the majority of its frontage along the curved radius of a street.
    2) Minimum lot frontages shall be as follows:
        i. Residential lots: 30'
        ii. Nonresidential lots: 45'
        iii. Nonresidential lot frontage may be reduced to 30' if the proposed plat reflects appropriately dimensioned easements for joint driveway access by two abutting lots.
    3) Minimum lot widths for lots with predominate frontage on the curved radius of a street shall be measured as the linear distance of the curved front building line (see Figure 40-74.1), and shall be shown on the final plat. Lot widths for all lots shall be as set forth in the respective zoning district.

Figure 40-74.1

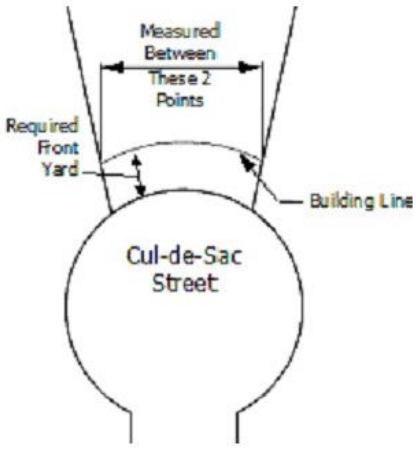


Figure 40-74.1 Measuring Lot Width of a Curved Lot

e) The City reserves the right to disapprove any lot which, in its sole opinion, will not be suitable or desirable for the purpose intended or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties.

(4) *Double Frontage Lots.*

a) Double-frontage lots shall be avoided, except where they may be essential to provide separation of residential development from arterial streets or to overcome a specific disadvantage or hardship created by topography or other factors.
b) Double frontage lots shall be subject to street side setbacks along each street side boundary. Setbacks shall be in accordance with applicable zoning districts as outlined in Chapter 50 of this Ordinance or in accordance with standards outlined in Section 40-74.7 for properties located within the ETJ.
c) Lots in Single-family (SF) residential districts and Duplex (D) (two-family) residential districts may abut a street on both the front and rear boundaries, under the following conditions:
    i. One lot boundary must abut an arterial street or expressway.
    ii. A reservation or easement at least ten feet (10') wide, across which there shall be a non-access easement designated along the property boundary adjacent to the arterial street or expressway.
    iii. The lot shall not have more than one-half (1/2) of its perimeter along streets.

(5) *Extra Lot Depth & Width.*

a) Lot Depth. Under the following circumstance(s), the minimum depth of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.
    i. Where the rear of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line, public recreational facility,

industrial or commercial zoning district, the minimum depth shall be one hundred and twenty feet (120').

b) Lot Width. Under the following circumstance(s), the minimum width of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.

i. Where the side of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line, public recreational facility, industrial or commercial zoning district, the minimum width shall be seventy feet (70').

(6) *Street access limitations.*

a) Driveway access from residential lots to adjacent streets designated as major thoroughfares (i.e. Arterials & Collectors), or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be illustrated as non-access easements directly upon the plat and along the property line adjacent to the street frontage in question.

i. *Exception:* The City Engineer and Community Development Director may approve such driveways when no other means of public street access is available to residential lots.

(7) *Building Lines.*

a) Street side building lines shall be shown for all lots on all plats submitted for land within the City's ETJ in accordance with the following:

i. Boundary adjacent to expressway (without a frontage road): 40'
ii. Boundary adjacent to expressway (with frontage road): 35'
iii. Boundary adjacent to arterial street: 35'
iv. Boundary adjacent to minor street: 25'

(8) *Lot and block identification.* All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY ADDING SECTION 40-74 (LOTS, GENERAL PROVISIONS) TO ARTICLE III, DESIGN STANDARDS OF CHAPTER 40, SUBDIVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

*** * * * * ***

WHEREAS, the City Staff presented the proposed text amendment regarding lots, general provisions to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; now, therefore,

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

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

Section 2. Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6th DAY OF SEPTEMBER, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
DORIS SPEER, City Secretary

Exhibit “A”

AMEND: Section 40-74 (Lots, general provisions)

REVISE: Delete & Add the following entries in alphabetical order and renumber accordingly:

DELETE:

~~(3) *Key or flag-shaped lots.* For the purposes of this section, a key or flag-shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this chapter and other applicable regulations of the city and provided that no portion of any such lot is less than 50 feet in width.~~

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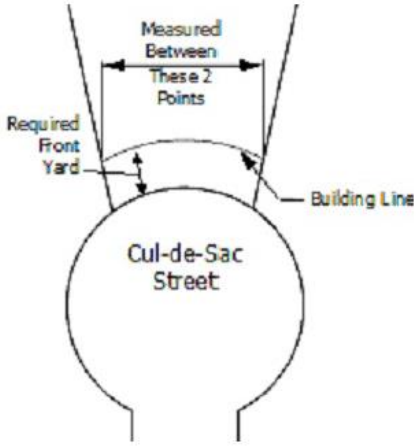


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-END-

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Receipt of the Certified Estimate, Tax Assessor-Collector Certification of Collection Rate, and Tax Rate Calculations and Approve Resolution No. 2022-39, a Resolution of the City of Tomball, Texas, Acknowledging Receipt of the 2022 Certified Estimated Taxable Value, the 2022 Certification of Estimated Collection Rate from the Harris County Tax Assessor-Collector, and the 2022 Tax Rate Calculation Worksheet as Calculated by the Harris County Tax Assessor-Collector based on the Certified Estimated Taxable Value and Related Information; and Containing Related Provisions

Background:

Chapter 26 of the Texas Property Tax Code outlines the following property tax related items that must be submitted to the governing body: the estimated taxable values, certified collection rate, and tax rate calculation worksheet that includes the applicable tax rate calculations based on the estimate taxable values.

Origination: Finance Director

Recommendation:

Approve Resolution 2022-39 taking the following actions:

1. Accept the 2022 Certified Estimated Taxable Value
2. Accept the 2022 Certification of Estimated Collection Rate from the Harris County Tax Assessor-Collector
3. Accept the 2022 Tax Rate Calculation Worksheet as calculated by the Harris County Tax Assessor-Collector based on the Certified Estimated Taxable Value
    - No-New-Revenue tax rate is $0.293584 per $100 valuation
    - Voter-Approval tax rate is $0.288368 per $100 valuation
    - De Minimus tax rate is $0.284822 per $100 valuation

Party(ies) responsible for placing this item on agenda: Katherine Tapscott, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

Signed Katherine Tapscott 8/8/2022 Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2022-39

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, ACKNOWLEDGING RECEIPT OF THE 2022 CERTIFIED ESTIMATED TAXABLE VALUE, THE 2022 CERTIFICATION OF ESTIMATED COLLECTION RATE FROM THE HARRIS COUNTY TAX ASSESSOR-COLLECTOR, AND THE 2022 TAX RATE CALCULATION WORKSHEET AS CALCULATED BY THE HARRIS COUNTY TAX ASSESSOR-COLLECTOR BASED ON THE CERTIFIED ESTIMATED TAXABLE VALUE AND RELATED INFORMATION; AND CONTAINING RELATED PROVISIONS.

* * * * * * * * * *

WHEREAS on August 15, 2022, the City Council of the City of Tomball (the "Taxing Unit") received the certified estimated taxable value and related information from its assessor and collector of taxes;

WHEREAS the City Council desires to proceed with the steps necessary to levy ad valorem taxes; **NOW THEREFORE;**

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

SECTION 1. The matters described in the preamble of this resolution are found and determined to be true and correct and are adopted, ratified and confirmed.

SECTION 2. All actions by the assessor and collector of taxes prior to this date, with respect to such calculations and publications are approved, ratified and confirmed in all respects.

SECTION 3. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

SECTION 4. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the reminder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

SECTION 5. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

SECTION 6. This resolution shall take effect immediately upon its adoption and signature.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 15TH DAY OF AUGUST 2022.

LORI KLEIN QUINN, Mayor

ATTEST:

Doris Speer, City Secretary

Harris County Appraisal District

13013 Northwest Freeway
Houston TX 77040
Telephone: (713) 812-5800

P.O. Box 920975
Houston TX 77292-0975
Information Center: (713) 957-7800

CERTIFICATE OF EXCELLENCE IN ASSESSMENT ADMINISTRATION

Office of Chief Appraiser

July 25, 2022

Board of Directors
Mike Sullivan, Chairman
Martina Lemond Dixon, Secretary
Al Odom, Assistant Secretary
Ann Harris Bennett, Director
Tax Assessor-Collector, Ex-Officio Director
Jim Robinson, Director
Jonathan Cowen, Director
Kathy Blueford-Daniels, Director

Chief Appraiser
Roland Altinger
Deputy Chief Appraiser
Jason Cunningham
Taxpayer Liaison Officer
Teresa S. Terry

Honorable Gretchen Fagan
Mayor
City of Tomball
401 Market Street
Tomball, TX 77375-4697

Re: 2022 Sec. 26.01(a-1) Estimate
City of Tomball

Dear Mayor Fagan:

As required by Texas Tax Code Sec. 26.01(a-1), we have prepared an estimate of taxable value for the above taxing jurisdiction for 2022.

While we have taken our best estimate of potential hearing loss into account, 2022 protests are still being received and formal hearings held during the next several months may cause further value reductions. Also, if fewer protests are filed, your value could possibly increase.

Your final taxable value will also be impacted by late-filed exemption applications, late applications for productivity valuation, correction motions under Tax Code Sec. 25.25, immediate residential homestead exemptions granted pursuant to Tax Code Sec. 11.42(f), and possible post-ARB appeals through binding arbitration, appeals to district court, or appeals to the State Office of Administrative Hearings.

Given these limitations, the estimated 2022 taxable value for the taxing unit identified above is:

$2,633,559,152

The enclosed worksheet also provides additional estimated values that may be useful in your tax rate calculations.

Please do not hesitate to contact your HCAD jurisdiction coordinator or my office if you have questions regarding this estimate or other matters affecting appraisal district operations.

Sincerely,

Roland Altinger

Roland Altinger
Chief Appraiser

ANN HARRIS BENNETT
Tax Assessor-Collector
www.hctax.net

July 21, 2022

Ms. Katherine Tapscott
City of Tomball
501 James Street
Tomball, TX 77375

Reference: Truth-In-Taxation

Dear Ms. Tapscott:

The following information is provided for City of Tomball's 2022 Truth-In-Taxation calculations, in accordance with the certification requirements of the Texas Property Tax Code (Tax Code) §26.04, on the Comptroller's Tax Rate Calculation Worksheets.

Per Tax Code §§26.04(b), (h), (h-1) and (h-2), if the 2022 anticipated collection rate is lower than the actual collection rates in any of the prior three years, use the lowest actual collection rate from that year. However, if the 2022 anticipated rate is higher than at least one of the rates in the prior three years, use the 2022 anticipated rate. Note that the rate can be greater than 100%. I hereby certify your anticipated collection rate for 2022 is 96.95% based on the following collection rates:

Anticipated Tax Year 2022 = 96.95%
Tax Year 2021 = 96.95%
Tax Year 2020 = 100.62%
Tax Year 2019 = 100.29%

I hereby certify the amount of debt taxes collected in excess of the anticipated amount in the preceding year equals $0.00. Tax Code §26.012(10) and 26.04(b)

I hereby certify the total amount of refunds issued in the preceding year equals $269,194.58. Tax Code §26.012(13)

The Chief Appraiser will provide certified estimates on July 25, 2022.

Should you have any questions, or need further assistance, please call Jessica Adkins our Jurisdiction Coordinator at (713) 274-8172.

We look forward to working with you during the Truth-In-Taxation process.

Sincerely,

Ann Harris Bennett

Ann Harris Bennett
Harris County Tax Assessor-Collector

2022 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Tomball	713-274-8000
Taxing Unit Name	Phone *(area code and number)*
1001 Preston, Suite 100, Houston, Texas 77002	www.hctax.net
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2021 total taxable value.** Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 1,861,212,075
2.	**2021 tax ceilings.** Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 0
3.	**Preliminary 2021 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 1,861,212,075
4.	**2021 total adopted tax rate.**		$ 0.333339 /$100
5.	**2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.**		
	A. **Original 2021 ARB values:**	$ 224,710,061	
	B. **2021 values resulting from final court decisions:**	- $ 196,123,364	
	C. **2021 value loss.** Subtract B from A.[3]		$ 28,586,697
6.	**2021 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2021 ARB certified value:**	$ 394,465,129	
	B. **2021 disputed value:**	- $ 131,655,265	
	C. **2021 undisputed value.** Subtract B from A.[4]		$ 262,809,864
7.	**2021 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 291,396,561

[1] Tex. Tax Code § 26.012(14)
[2] Tex. Tax Code § 26.012(14)
[3] Tex. Tax Code § 26.012(13)
[4] Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 2,152,608,636
9.	**2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.** Enter the 2021 value of property in deannexed territory. [5]	$ 0
10.	**2021 taxable value lost because property first qualified for an exemption in 2022.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use 2021 market value: $ 21,857,627 **B. Partial exemptions.** 2022 exemption amount or 2022 percentage exemption times 2021 value: + $ 4,377,083 **C. Value loss.** Add A and B. [6]	$ 26,234,710
11.	**2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.** Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. **A. 2021 market value:** $ 5,276,474 **B. 2022 productivity or special appraised value:** - $ 52,798 **C. Value loss.** Subtract B from A. [7]	$ 5,223,676
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 31,458,386
13.	**2021 captured value of property in a TIF.** Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 0
14.	**2021 total value.** Subtract Line 12 and Line 13 from Line 8.	$ 2,121,150,250
15.	**Adjusted 2021 total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 7,070,621
16.	**Taxes refunded for years preceding tax year 2021.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. [9]	$ 269,195
17.	**Adjusted 2021 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 7,339,816
18.	**Total 2022 taxable value on the 2022 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values:** $ 0 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0 **D. Tax increment financing:** Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 0 **E. Total 2022 value.** Add A and B, then subtract C and D.	$ 0

[5] Tex. Tax Code § 26.012(15)
[6] Tex. Tax Code § 26.012(15)
[7] Tex. Tax Code § 26.012(15)
[8] Tex. Tax Code § 26.03(c)
[9] Tex. Tax Code § 26.012(13)
[10] Tex. Tax Code § 26.012(13)
[11] Tex. Tax Code § 26.012, 26.04(c-2)
[12] Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A. 2022 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 737,243,026 **B. 2022 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 1,896,316,126 **C. Total value under protest or not certified.** Add A and B.	$ 2,633,559,152
20.	**2022 tax ceilings.** Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the home-steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$ 0
21.	**2022 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 2,633,559,152
22.	**Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.** Include both real and personal property. Enter the 2022 value of property in territory annexed. [18]	$ 10,564,545
23.	**Total 2022 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to exist-ing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2022. [19]	$ 122,921,734
24.	**Total adjustments to the 2022 taxable value.** Add Lines 22 and 23.	$ 133,486,279
25.	**Adjusted 2022 taxable value.** Subtract Line 24 from Line 21.	$ 2,500,072,873
26.	**2022 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ 0.293584 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. [21]	$ /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2021 M&O tax rate.** Enter the 2021 M&O tax rate.	$ 0.177557 /$100
29.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,152,608,636

[13] Tex. Tax Code § 26.01(c) and (d)
[14] Tex. Tax Code § 26.01(c)
[15] Tex. Tax Code § 26.01(d)
[16] Tex. Tax Code § 26.012(6)(B)
[17] Tex. Tax Code § 26.012(6)
[18] Tex. Tax Code § 26.012(17)
[19] Tex. Tax Code § 26.012(17)
[20] Tex. Tax Code § 26.04(c)
[21] Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
30.	**Total 2021 M&O levy.** Multiply Line 28 by Line 29 and divide by $100		$ 3,822,107
31.	**Adjusted 2021 levy for calculating NNR M&O rate.**		
	A. **M&O taxes refunded for years preceding tax year 2021.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021.	+ $ 143,390	
	B. **2021 taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0.	– $ 0	
	C. **2021 transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	+/- $ 0	
	D. **2021 M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	$ 143,390	
	E. Add Line 30 to 31D.		$ 3,965,497
32.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*		$ 2,500,072,873
33.	**2022 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.		$ 0.158615 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23]		
	A. **2022 state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. **2021 state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
35.	**Rate adjustment for indigent health care expenditures.** [24]		
	A. **2022 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose.	$ 0	
	B. **2021 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code § 26.044
[24] Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25]	
	A. **2022 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose . . . . . $ 0	
	B. **2021 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. . . . . $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . $ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100. . . . . $ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.	$ 0.000000 /$100
37.	**Rate adjustment for county hospital expenditures.** [26]	
	A. **2022 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. . . . . $ 0	
	B. **2021 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. . . . . $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . $ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100. . . . . $ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	$ 0.000000 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.	
	A. **Amount appropriated for public safety in 2021.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year . . . . . $ 0	
	B. **Expenditures for public safety in 2021.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . . $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100 . . . . . $ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
39.	**Adjusted 2022 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	$ 0.158615 /$100
40.	**Adjustment for 2021 sales tax specifically to reduce property values.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . $ 4,954,379	
	B. Divide Line 40A by Line 32 and multiply by $100 . . . . . $ 0.198169 /$100	
	C. Add Line 40B to Line 39.	$ 0.356784 /$100
41.	**2022 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	$ 0.369271 /$100

[25] Tex. Tax Code § 26.0442
[26] Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2022 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. [27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ 0.000000 /$100
42.	**Total 2022 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount $ 7,074,323 **B.** Subtract **unencumbered fund amount** used to reduce total debt. – $ 3,575,000 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) – $ 0 **D.** Subtract **amount paid** from other resources – $ 761,685 **E. Adjusted debt.** Subtract B, C and D from A.	$ 2,737,638
43.	**Certified 2021 excess debt collections.** Enter the amount certified by the collector. [29]	$ 0
44.	**Adjusted 2022 debt.** Subtract Line 43 from Line 42E.	$ 2,737,638
45.	**2022 anticipated collection rate.** **A.** Enter the 2022 anticipated collection rate certified by the collector. [30] 96.95 % **B.** Enter the 2021 actual collection rate. 96.95 % **C.** Enter the 2020 actual collection rate. 100.62 % **D.** Enter the 2019 actual collection rate. 100.29 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [31]	96.95 %
46.	**2022 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 2,823,762
47.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,633,559,152
48.	**2022 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.107222 /$100
49.	**2022 voter-approval tax rate.** Add Lines 41 and 48.	$ 0.476493 /$100
D49.	***Disaster Line 49 (D49):* 2022 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ /$100

[27] Tex. Tax Code § 26.042(a)
[28] Tex. Tax Code § 26.012(7)
[29] Tex. Tax Code § 26.012(10) and 26.04(b)
[30] Tex. Tax Code § 26.04(b)
[31] Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	$ 0.000000 /$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	$ 0
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2021.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 4,954,379
53.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 2,633,559,152
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ 0.188125 /$100
55.	**2022 NNR tax rate, unadjusted for sales tax.** [35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.293584 /$100
56.	**2022 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	$ 0.293584 /$100
57.	**2022 voter-approval tax rate, unadjusted for sales tax.** [36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$ 0.476493 /$100
58.	**2022 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ 0.288368 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ 0
60.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 2,633,559,152
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ 0.000000 /$100
62.	**2022 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ 0.288368 /$100

[32] Tex. Tax Code § 26.041(d)
[33] Tex. Tax Code § 26.041(i)
[34] Tex. Tax Code § 26.041(d)
[35] Tex. Tax Code § 26.04(c)
[36] Tex. Tax Code § 26.04(c)
[37] Tex. Tax Code § 26.045(d)
[38] Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; [40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [42]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**2021 unused increment rate.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0.000000 /$100
64.	**2020 unused increment rate.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0.000000 /$100
65.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$ 0.000000 /$100
66.	**2022 unused increment rate.** Add Lines 63, 64 and 65.	$ 0.000000 /$100
67.	**2022 voter-approval tax rate, adjusted for unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ 0.288368 /$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2022 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ 0.158615 /$100
69.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,633,559,152
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ 0.018985 /$100
71.	**2022 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.107222 /$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ 0.284822 /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

[39] Tex. Tax Code § 26.013(a)
[40] Tex. Tax Code § 26.013(c)
[41] Tex. Tax Code §§ 26.0501(a) and (c)
[42] Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code § 26.063(a)(1)
[44] Tex. Tax Code § 26.012(8-a)
[45] Tex. Tax Code § 26.063(a)(1)
[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2021 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.333339 /$100
74.	**Adjusted 2021 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. **- or -** If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. [48] Enter the final adjusted 2021 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0.000000 /$100
75.	**Increase in 2021 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ 0.333339 /$100
76.	**Adjusted 2021 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,121,150,250
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ 7,070,621
78.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,500,072,873
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100. [49]	$ 0.000000 /$100
80.	**2022 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ 0.288368 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.293584 /$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 26

Voter-approval tax rate ..... $ 0.288368 /$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: 58

De minimis rate. ..... $ 0.284822 /$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. [50]

print here ▶ Harris County Tax Assessor-Collector
Printed Name of Taxing Unit Representative

sign here ▶
Taxing Unit Representative Date

[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)
[50] Tex. Tax Code §§ 26.04(c-2) and (d-2)

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Discussion and Possible Action to Approve Possible Amendments to Administrative Policy No. 2, entitled *"Special Events & Fireworks Events"*

Background:

Administrative Policy No. 2, entitled *"Special Events & Fireworks Events",* was approved by Council on August 1, with the addition of the language on page 3: "Procedures: 2.b. Sparklers shall not be approved or permits shall be revoked if the Keetch-Byram Drought Index is above 625".

Councilman Dunagin requested additional consideration be given to the use of sparklers in events such as weddings; Councilman Stoll seconded the request.

Origination: Fire Department

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

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

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

Signed Doris Speer 8/3/2022 Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT	NUMBER:	EFFECTIVE DATE:	
SPECIAL EVENTS AND FIREWORKS	2	August 1, 2022	PAGE 1 OF 4
	REVISED:	APPROVED BY CITY MANAGER: August 1, 2022	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: August 1, 2022	

SPECIAL EVENTS

DEFINITION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the City of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures, fireworks, or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the City of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance ($1,000,000 minimum) must be provided by the event organizer naming the City of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.
10. If Fireworks are a part of the event, a Fireworks Event Application shall accompany the Special Event Application.

SUBJECT	NUMBER:	EFFECTIVE DATE:	
SPECIAL EVENTS AND FIREWORKS	2	August 1, 2022	PAGE 2 OF 4
	REVISED:	APPROVED BY CITY MANAGER: August 1, 2022	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: August 1, 2022	

An application to stage an event within the City of Tomball shall be filed with the Community Events Coordinator at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council.

Request for permission to use a public venue for the following type of event (please check one):

Festival ___ Community Event ___ Arts & Crafts Event ___ Music Event ___ Other (specify) ____

_____

1. Event title: _____
2. Sponsoring entity: _____
3. Is this organization based in Tomball: Yes ___ No ___
4. Is this organization *non-profit* ___ or *for-profit* ___ *Attach 501 (c) (3) tax exemption if applicable
5. Contact: _____ Phone: _____
6. Contact address: _____
7. Contact email: _____
8. Event date: _____
9. Event times: Start _____ Finish _____ Set-up _____ Breakdown _____
10. Is this event for charity? Yes ___ No ___
11. If yes, what charity? _____ Tax ID _____
12. If yes, what percentage of net proceeds will be donated to the charity? ____
13. On-site contact: _____ Mobile Phone: _____
14. Estimated number of attendees: _____
15. Detailed site map in attached: Yes ___ No ___
16. Is this event open to the public: Yes ___ No ___
17. Admission fee: $_____ Free ___
18. Time at which event staff will begin to arrive: _____
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.

Initial_____

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.

Initial_____

21. Name of insurance carrier: _____
22. Are Fireworks included in your event? _____No _____ Yes (Must submit Fireworks Event Application)

SUBJECT	NUMBER:	EFFECTIVE DATE:	
SPECIAL EVENTS AND FIREWORKS	2	August 1, 2022	PAGE 3 OF 4
	REVISED:	APPROVED BY CITY MANAGER: August 1, 2022	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: August 1, 2022	

FIREWORKS EVENT

DEFINITION: Any non-sanctioned city event, including but not limited to wedding, party, or other gathering, involving the use of any firework. A firework is defined as any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether specially designated and defined or not.

PROCEDURES: Several procedures and guidelines must be followed before any non-city sanctioned event may take place involving fireworks. Those include, but are not limited to, the following:

1. A completed Fireworks Application must be submitted to the Tomball Fire Department at least 90 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures, fireworks, or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, location, a detailed site map, hours of fireworks show, type of fireworks show (aerial or ground effects). **THIS DOES NOT CONSTITUTE A PERMIT FROM THE FIRE MARSHAL'S OFFICE.**
    a. Aerial Fireworks Shooting Sites shall not be within
        i. 1000 feet of a structure on an abutting property
        ii. 500 feet of a lot line where livestock are present
    b. Sparklers shall not be approved or permits shall be revoked if the Keetch-Byram Drought Index is above 625
3. If approved by the Tomball Fire Department, the proposed event will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
4. If approved by the Tomball City Council, no less than 14 days prior to the event the applicant's state licensed pyro-technician shall submit appropriate documentation for permitting to the Tomball Fire Department Fire Prevention Division for permitting.
    a. A nominal plan review fee will be charged according to the most recent City of Tomball Council adopted Fee Schedule.
5. Failure to comply with these guidelines may result in a fine not to exceed $2000.

SUBJECT	NUMBER:	EFFECTIVE DATE:	
SPECIAL EVENTS AND FIREWORKS	2	August 1, 2022	PAGE 4 OF 4
	REVISED:	APPROVED BY CITY MANAGER: August 1, 2022	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: August 1, 2022	

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council and permitted by the Tomball Fire Department.

Request for permission to conduct and Fireworks Show for the following type of event (please check one):

Festival ___ Community Event ___ Wedding ___ Music Event ___ Other (specify) ____

_____

1. Event title: _____
2. Contact: _____ Phone: _____
3. Contact address: _____
4. Contact email: _____
5. Event date: _____
6. Firework Show Event times: Start _____ Finish _____ Set-up _____ Breakdown _____
7. Fireworks Show Type (Check All that Apply): _____ Aerial _____ Ground Effects
8. State -Licensed Fireworks Provider: _____ Phone: _____
9. On-site contact: _____ Mobile Phone: _____
10. Estimated number of attendees: _____
11. Detailed site map is attached: Yes ___ No ___
12. Is this event open to the public: Yes ___ No ___
13. Admission fee: $_____ Free ___

Impact Promotional Services, LLC
dba Got You Covered Work Wear & Uniforms
(817)336-0692 Ext: 106-Accounting
1212 E Lancaster Avenue
Fort Worth TX 76102-2004
United States

Sales Order

#SO21535

5/3/2022

Bill To

Joe Sykora
Tomball Fire Department
1200 Rudel Rd
Tomball TX 77375
United States

Ship To

Joe Sykora
Tomball Fire Department
1200 Rudel Rd
Tomball TX 77375
United States

TOTAL

$321.16

Payment Method	Sales Rep	PO #	Shipping Method	Ship Date	Due Date	Customer Phone
	Joseph Braaksma	B. Spradley - New Hire		5/17/2022		(281) 290-1440

Quantity	Item	Rate	Amount
2	**8676-DARK NAVY-LG-REG** BLAUER FLEXRS SS SUPERSHIRT Dept left Emt-B right Driver operator badge left chest namestrip right chest collar insignia	$66.39	$132.78
1	**8676-DARK NAVY-LG-REG** BLAUER FLEXRS SS SUPERSHIRT Dept left Emt-B right	$66.39	$66.39
1	**4665-DARK NAVY-LG-REG** BLAUER Lightweight Softshell Jacket Dept left Emt-B right Driver operator badge left chest namestrip right chest	$82.99	$82.99
4	**EMT-B Patch (E1752N)** TEXAS EMT EMERGENCY MEDICAL TECHNICIAN EA	$3.50	$14.00
3	**Namestrip Flex - Navy** Namestrip Flex - Navy B. SPRADLEY 1611	$6.00	$18.00
2	**PE1351** Premier Fire Scramble Collar Insignia Patch (Silver/Midnight)A	$3.50	$7.00

Subtotal	$321.16
Tax Total (0%)	$0.00
Total	$321.16

Order Notes

Memo
Buy Board 670-22

SO21535

Impact Promotional Services, LLC
dba Got You Covered Work Wear & Uniforms
(817)336-0692 Ext: 106-Accounting
1212 E Lancaster Avenue
Fort Worth TX 76102-2004
United States

Sales Order

#SO19666

3/17/2022

Bill To

Victoria Cluck
Tomball Police Department
400 Fannin St
Tomball TX 77375
United States

Ship To

Victoria Cluck
Tomball Police Department
400 Fannin St
Tomball TX 77375
United States

TOTAL

$1,422.41

Payment Method	Sales Rep	PO #	Shipping Method	Ship Date	Due Date	Customer Phone
	Joseph Braaksma	New Hire Rush		3/31/2022	3/25/2022	(281) 290-1325

Quantity	Item	Rate	Amount
3	**8676-DARK NAVY-MD-REG** BLAUER FLEXRS SS SUPERSHIRT Dept both Silver badge left chest embr name right chest collar embr	$66.39	$199.17
2	**8671-DARK NAVY-15.5X33** BLAUER FLEXRS LONG SLEEVE SUPERSHIRT Dept both silver badge left chest embr name right chest collar embr	$70.54	$141.08
5	**HOUSTON EMBROIDERY NAME 1 LINE** A. AGUILAR 1610 3/8"	$6.00	$30.00
5	**HOUSTON - COLLAR EMBROIDERY** COLLAR EMBROIDERY T.P.D. 1610	$12.00	$60.00
5	**8666-DARK NAVY-32-REG** BLAUER FLEXRS Covert Tactical Pants 32 Inseam	$74.69	$373.45
1	**4660-DARK NAVY-MD-REG** BLAUER SOFTSHELL FLEECE JACKET Dept both silver badge embr name right chest HT "POLICE" silver reflective on back	$124.49	$124.49
5	**HOUSTON EMBROIDERY NAME 1 LINE** A. AGUILAR 1610 3/8"	$6.00	$30.00
1	**HOUSTON HEAT SEAL-REFLECTIVE-1 LINE** HEAT SEAL REFLECTIVE 1 LINE POLICE	$12.00	$12.00
2	**74369-KHAKI-32X32** 5.11 STRYKE PANT W/FLEX-TAC	$72.25	$144.50
1	**736-BLACK/F YEL-MD-REG** BLAUER REVERSIBLE RAINCOAT HT "POLICE" silver reflective on both sides	$186.74	$186.74

SO19666

Impact Promotional Services, LLC
dba Got You Covered Work Wear & Uniforms
(817)336-0692 Ext: 106-Accounting
1212 E Lancaster Avenue
Fort Worth TX 76102-2004
United States

Sales Order

#SO19666

3/17/2022

Quantity	Item	Rate	Amount
2	**HOUSTON HEAT SEAL-REFLECTIVE-1 LINE** HEAT SEAL REFLECTIVE 1 LINE POLICE	$12.00	$24.00
1	**123-BLACK-S/M** BLAUER Snap On Rain Hood	$14.44	$14.44
1	**8133-D. NAVY/F YEL-MD-REG** BLAUER COLORBLOCK PERFORMANCE POLO Dept both Badge patch left chest HT "POLICE" silver reflective on back	$70.54	$70.54
1	**HOUSTON HEAT SEAL-REFLECTIVE-1 LINE** HEAT SEAL REFLECTIVE 1 LINE POLICE	$12.00	$12.00

Subtotal	$1,422.41
Tax Total (0%)	$0.00
Total	$1,422.41

Order Notes

Memo
Buy Board 670-22

SO19666

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

Topic:

Authorize the City Manager to execute a purchase order with Impact Promotional Services, d.b.a Got You Covered Workwear and Uniforms for public safety uniforms through the BuyBoard Cooperative Purchasing Network Contract #670-22 in the not to exceed amount of $115,000, and approving the associated expenditure of funds.

Background:

Impact Promotional Services, d.b.a Got You Covered Work Wear & Uniforms has an active BuyBoard Contract, #670-22 for public safety uniforms. As a member of the BuyBoard Cooperative, the City has made purchases on the BuyBoard contract in the past, which met the City's Purchasing and Bidding Policy and the statutory purchasing requirements of Texas Local Government Code 271.102. At this time, the City intends to make additional purchases of goods under this contract.

After extensive testing from both the fire and police departments over the past year, both agencies opted to wear the same uniform items. This has lead both agencies to utilize the same vendor. The changes in the uniforms coupled with new firefighters and police officers coming on board has caused the total annual spent with this vendor to exceed $50,000. The total cost to outfit a firefighter is approximately $950.The total cost to outfit a police officer is approximately $3,100.

Both the Fire and Police Departments purchase uniform items from this vendor including but not limited to:

1. Uniform Shirts
2. Uniform T-Shirts
3. Uniform Pants
4. Baseball Caps
5. Shorts
6. Boots
7. Dress Uniforms including hats, coats, shirts, pants, shoes
8. Protective Vests
9. Name Tags
10. Badges
11. Collar Brass
12. Duty Gear (ie: holsters, handcuff cases, belts, magazine carriers)
13. Honor Guard Uniforms
14. Patches
15. Batons
16. OC Spray
17. Rain Coats
18. Traffic Vests

The fiscal year 2021-2022 annual amount spent with Impact Promotional Services, d.b.a Got You Covered Work Wear & Uniforms is approaching $50,000. Per the City's adopted Purchasing and Bidding Policy, expenditures in excess of $50,000 require approval of the City Council. Future annual purchases from this vendor are expected to exceed the $50,000 threshold.

Origination: Fire Department

Recommendation:

Staff recommends authorizing the City Manager to execute a contract with Impact Promotional Services d.b.a Got You Covered Workwear and Uniforms for the purchase of public safety uniforms purchases through the BuyBoard Cooperative Purchasing Network Contract #670-22 in the not to exceed amount of $115,000, and approving the associated expenditure of funds.

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: # 100-XXX-6107

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

Signed Joe Sykora 07/19/2022 Approved by _____

Staff Member Date City Manager Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

4/28/2022

Sent Via Email: rhonda@gycuniforms.com

Rhonda L Harvey
Got You Covered Work Wear & Uniforms
1212 E Lancaster Ave
Fort Worth, Texas 76102

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

4/29/2022

Sent Via Email: rhonda@gycuniforms.com

Rhonda L Harvey
Got You Covered Work Wear & Uniforms
1212 E Lancaster Ave
Fort Worth, TX 76086

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Uniforms and Accessories

Proposal Due Date/Opening Date and Time: December 16, 2021, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 670-22

Anticipated Cooperative Board Meeting Date: April 2022

Contract Term: June 1, 2022, through May 31, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms	12/7/2021
Name of Proposing Company	Date
1212 E Lancaster Ave	Rhonda L Harvey
Street Address	Signature of Authorized Company Official
Fort Worth Texas 76102	Rhonda L Harvey
City, State, Zip	Printed Name of Authorized Company Official
817 336 0692 ext 111	Director Sales & Operations
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
817 549 3911	75-2926987
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: RLH

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☑ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: QLH

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms	1212 E Lancaster Ave		
City	**State**	**Zip Code**	
Fort Worth	TX	76102	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☑ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☑ Yes ☐ No

Initial: QTL

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: QLH

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☑ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: AJL

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: RLH

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: RLH

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: RJH

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☑ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: RTL

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☑ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** RLH

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initi

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: RLH

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: QZH

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms

Company Name

Rhonda L Harvey

Signature of Authorized Company Official

Rhonda L Harvey, Director Sales & Operations

Printed Name and Title

12/7/2021

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Impact Promotional Services LLC
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☑ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-2926987
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

dba Got You Covered Work Wear & Uniforms

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

IMPACT PROMOTIONAL SERVICES, LLC

2 Business name/disregarded entity name, if different from above

DBA GOT YOU COVERED WORK WEAR & UNIFORMS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1212 E LANCASTER AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code

FORT WORTH, TX 76102

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	2	9	2	6	9	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/4/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ $500,000 . (The period of the 12-month period is Jan 2021/ Dec 2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other Texas Share November 2021	Y		Uniforms Duty Gear

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 15% **Proposed Discount (%):** 15% All GYC Products

Explanation: Current offer 15% select brands, New Offer All GYC Brand List at 15% off List price

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Fort Worth, City of	Alma Izaguirre	817-392-6825	alma.izaguirre@fortworthtexas.gov	0-20%	500 units or more
2.	Grand Prairie, City of	Crystal Payton	972-237-8790	cpayton@gptx.org	0-20%	500 units or more
3.	North Texas Toll Authority	Babette Marchetti	214-224-2331	bmarchetti@ntta.org	0-25%	500 units or more
4.	UNT Health Science Center	Jospeh Killingsworth	817-735-2210	joseph.killingsworth@unthsc.edu	0-20%	
5.	Tier One Security	Chris Horvath	214-251-8722 ext 104	chris.horvath@terioneus.com	0-10%	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☑ **NO** ☐ If YES, please explain:

Embroidery, alterations, screen and heat press production elements may be offered at a better rate on quantities of 100 or more. Quantity purchases of 500 or more units in a single style increase discount to 20%.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Impact Promotional Service, LLC
dba Got You Covered Work Wear and Uniforms
1212 E Lancaster Avenue, Fort Worth, TX 76102
(817) 336-0692
info@gycuniforms.com

Company Information

Impact Promotional Services, LLC
DBA Got You Covered Work Wear & Uniforms
1212 E. Lancaster Avenue
Fort Worth, TX 76102

FEIN: 75-2926987
DUNS #00-690-2686
RESALE: 17529269874

Impact Promotional Services, Inc., was founded March 13, 2001. The legal entity changed to Impact Promotional Services, LLC, dba Got You Covered Workwear and Uniforms on April 1, 2017.

Owner's Information

Robert "Bob" M. McCarthy Sr., 50% Owner
Elizabeth McCarthy, 50% Owner
Email: rmccarthy@gycuniforms.com

Bank Information

Origin Bank
3200 W. 7th Street
Fort Worth, Texas 76107

Travis Hanes
682.286.1893

Contact Information

Robert McCarthy, President		Email: rmccarthy@gycuniforms.com
Director of Operations/Fort Worth Location:	Rhonda Harvey	Email: rhonda@gycuniforms.com
General Manager/Houston Location:	Kyle Miller	Email: kylemiller@gycuniforms.com
Accounting Manager:	Carole Loman	Email: cloman@gycuniforms.com
Accounts Receivable Contact:	Cophea Morton	Email: ar@gycuniforms.com
Sales Service and Information:		Email: info@gycuniforms.com
Invoices may be delivered to:		Email: ap@gycuniforms.com

A purchase order number is required on all invoices. Invoices without a purchase order number will be returned.

Trade References

Blauer
20 Aberdeen Street
Boston, MA 02215
Contact: Owen Polleys
Phone: 800.225.6715
Fax: 617.536.6948
Account No: 6300
Email: opolleys@blauer.com

5.11
62789 Collection Center Drive
Chicago, IL 60693-0627
Contact: Victoria Sioxson
Phone: 866.451.1726
Fax: 209.552.7358
Account No: USA20235
Email: VictoriaS@511tactical.com

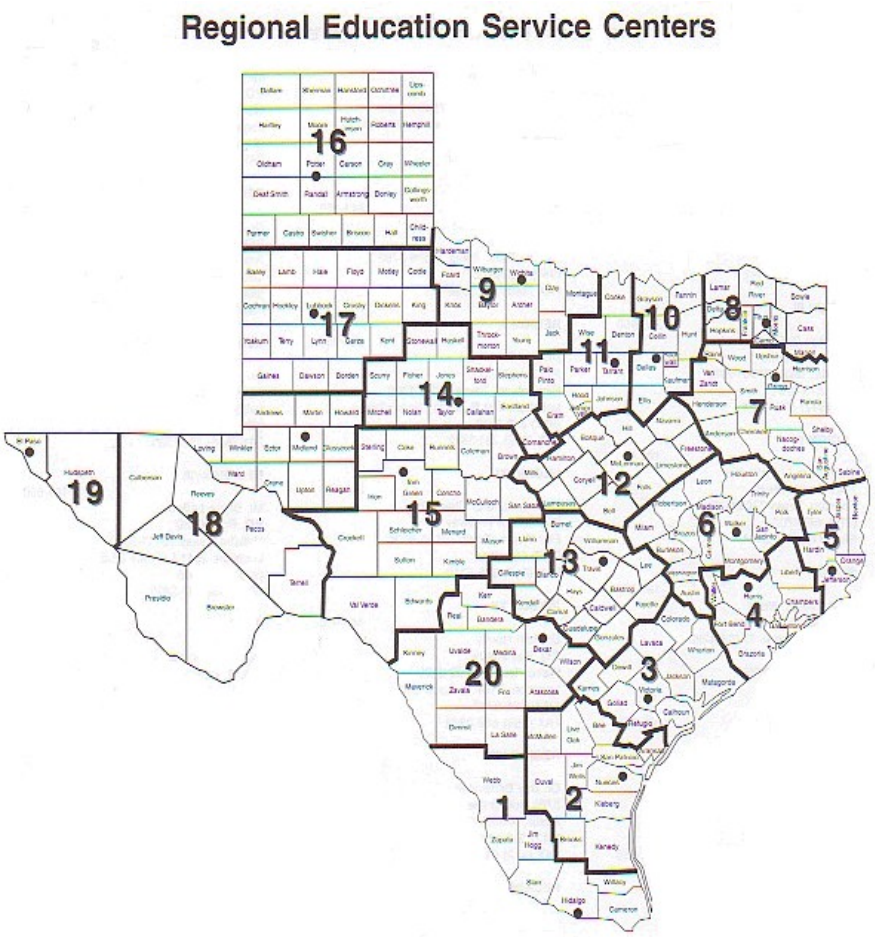
Premier Emblem & Insignia
2111 West Avenue
San Antonio, TX 78201
Phone: 800.823.4774
Fax: 800.631.2774
Account No: D-IMP 105
Email: terri@premier-emblem.com

Point Blank
2102 SW 2nd. Street
Pompano Beach, FL 33069
Phone: 800.413.5155
Account No: GYC1200
Email: djonas@pbearmor.com

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms	670-22
Name of Vendor	Proposal Invitation Number
Rhonda L Harvey	Rhonda L Harvey
Signature of Authorized Company Official	Printed Name of Authorized Company Official

12-7-2021

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
GYC Uniforms - Fort Worth	Rhonda L Harvey	1212 E Lancaster Ave Ft Worth, Texas 76102 817 336 0692 817 549 3911(f) rhonda@gycuniforms.com
GYC Uniforms - Houston	Kyle Miller	10795 Hammerly Blvd Ste 330 Houston Tx 77043 346 433 8800 817 549 3911(f) kylemiller@gycuniforms.com

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Founded March 13, 2001 - as Impact Promotional Services Inc

Legal entity change April 1, 2017 to Impact Promotional Services LLC dba Got You Covered Workwear & Uniforms

20 Years in business

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Executive Team - 2 Owner/President, 2 Diretor/GM, 1 Accounting Manager - 5 personnel with 5-30 years experience in their fields

Store Teams Fort Worth/Houston - 3 outside Sales- 2 Account Managers - 1 AR Admin - 2 Store managers - 4 Sales Floor Reps - 12 personnel

Warehouse/Production Teams - 1 OPS Manager- 3 Pick/Pull Team- 2 ship/receiving - 5 Seamstress - 3 Embroiderers - 2 - Heat Press - 16 personnel

Store Personnel and Production Warehouse have experience ranging from 1-20 years experience in their fields

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Currently all Buy Board Contract information is shared with all prospective and existing customers. This is provided through email and one on one visits

with the agencies. We have recently launched our new website and would like to be able to share through our site if permissable. We currently participate

with at least 4 conferences annually where we also share this contract information.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

In business 20 years, no bankruptcy or insolvency. DUNS 00-690-2686

Insurance Coverage documents attached

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Not Applicable

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Not Applicable

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Not Applicable

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms

Rhonda L Harvey

Signature of Vendor Authorized Representative

Printed Name: Rhonda L Harvey

Title: Director Sales & Operations

Date: 12-7-2021

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications, Evaluation Items and** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered***.**

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.**

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms**, **Related Supplies and Accessories**.
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
11. Discount (%) off catalog/pricelist for Purchase of **Food Service Uniforms, Related Supplies and Accessories**.
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories**.
13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories**.
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories**.
15. Discount (%) off catalog/pricelist for Purchase of **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above**.

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories**.
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories**.
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories**.
22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories**.

23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats.**
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.**
27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above.

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS

1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

29. **Uniform Clothing Rental: Executive Shirt;** long sleeve; 100% cotton; BuyBoard weekly rental unit price.
30. **Uniform Clothing Rental: Industrial Work Shirt;** long sleeve, synthetic blend; BuyBoard weekly rental unit price.
31. **Uniform Clothing Rental: Industrial Work Shirt;** stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.
32. **Uniform Clothing Rental: Button Down Shirt;** long sleeve; 100% cotton; BuyBoard weekly rental unit price.
33. **Uniform Clothing Rental: Industrial Pants;** synthetic blend; BuyBoard weekly rental unit price.
34. **Uniform Clothing Rental: Executive Slacks;** Cotton; BuyBoard weekly rental unit price.
35. **Uniform Clothing Rental: Blue Denim Jeans;** Cotton; BuyBoard weekly rental unit price.

ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)

36. **4X6 Floor Mat**; per item; BuyBoard weekly rental unit price.
37. **Dry Mop;** Treated; 36 inches, per item; BuyBoard weekly rental unit price.
38. **Name Tags**; per item; BuyBoard weekly rental unit price.
39. **Prep Charges**; per item; BuyBoard weekly rental unit price.
40. **Emblem**; per item (print or embroidery); BuyBoard weekly rental unit price.
41. **Emblem 2**; per item (print or embroidery); BuyBoard weekly rental unit price.
42. **Environmental Fee**
43. **Energy Surcharge**
44. **Initial Set Up Charges**
45. **Swing Suit Charges**
46. **Minimum Stop Size Fee**
47. **Image Guard Fee**
48. **Deposit Charge**

670-22
Got You Covered Uniforms
Impact Promotional Services
Supplier Response

Event Information

Number: 670-22
Title: Uniforms and Accessories
Type: Request for Proposal
Issue Date: 10/14/2021
Deadline: 12/16/2021 04:00 PM (CT)
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 670-22
Uniforms and Accessories
Proposal Due Date and Time: December 16, 2021, at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system**.

1. **View and download the forms.**

- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

2. **To submit completed proposal.**

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown
  below to submit your proposal online.

- For additional assistance click this link View our Proposal Submission Instructions.

New Vendor? Visit vendor.buyboard.com and click
“Register/Login/Submit Proposal.”
Click Register now as a new supplier/vendor, so you don’t miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the
vendor’s responsibility to obtain the information.

Got You Covered Uniforms Information

Contact: Rhonda L Harvey
Address: 1212 E Lancaster Ave
Fort Worth, TX 76102
Phone: (817) 336-0692
Fax: (817) 877-5673
Email: rhonda@gycuniforms.com
Web Address: gycuniforms.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rhonda L Harvey
Signature

rhonda@gycuniforms.com
Email

Submitted at 12/16/2021 10:33:30 AM

Requested Attachments

BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories proposal-no-670-22_Signed.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist GYCUniforms_670-22_20211215.xlsx

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed BUYBOARD2022_PPT_GYC.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile GYC.Operations.Size.Scope_2021.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W9_March2021.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Exemption Letter *No response*

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

Response Attachments

GYC_Alteration_Price_List.xlsx

GYC Alteration/Embroidery Services Price List

GYC Company Information-Trade References - FW-Houston_.docx

GYC Company Information - Trade References

GYC Assumed Name Certificate dba Got You Covered Work Wear Uniforms.pdf

Assumed Name Certificate for dba

AcordCOI_BuyBoard_2022.pdf

Acord COI GYC

COI-Buy Board--RMR.pdf

COI GYC RMR

GYC_Return_Policy.docx

GYC Return Policy

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 75-2926987
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
3	**No Israel Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes
4	**No Excluded Nation or Foreign Terrorist Organization Certification** Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes

5	**MWBE/HUB Status Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*
6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business (Yes)*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Rhonda L Harvey
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address rhonda@gycuniforms.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 1212 E Lancaster Ave

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Fort Worth

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

Texas

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

76102

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

817-336-0692

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

111

21 **Company Website**

Company Website (www.XXXXX.com)

www.gycuniforms.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

rhonda@gycuniforms.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Rhonda L Harvey

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

817-336-0692

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

111

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

cmouton@gycuniforms.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Cophea Mouton

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

817-336-0692

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

106

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

info@gycuniforms.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Rhonda Harvey

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

8173360692

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

111

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

cmouton@gycuniforms.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Cophea Mouton

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

817-336-0692

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

106

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Impact Promotional Services LL

44 **Invoice Company Department Name**

Invoice Company Department Name

Impact Promotional Services LL

45 **Invoice Contact Name**

Invoice Contact Name

Carole Loman

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1212 E Lancaster Ave

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Fort Worth

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

76086

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

682-499-7799

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

817-549-3911

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

cloman@gycuniforms.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

ap@gycuniforms.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

76102

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

8173360692

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

rhonda@gycuniforms.com

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

return policy attached

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

GYC Work Wear & Uniforms

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77	**Region 2** Region 2 - Corpus Christi ☐ *Region 2 (2)*
78	**Region 3** Region 3 - Victoria ☐ *Region 3 (3)*
79	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*

89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name GYC Work Wear & Uniforms

98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☑ Arkansas (AR)
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☑ Colorado (CO)
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*

110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☑ Louisiana (LA)
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (ME)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*

122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*

134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☑ Oklahoma (OK)
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☑ Texas (TX)
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*

146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1	**Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

2 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

9 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

10 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

11 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Food Service Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

12 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

13 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

14 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

15 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

16 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

18 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS - Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS - Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Industrial Towels.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Industrial Mats.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS -** Discount (%) off catalog/pricelist for **of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 1 -**Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)

☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

30

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 2 -Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)

☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

31 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 3 -**Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

32

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 4 -Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

33

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 5 -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

34

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 6 -Executive Slacks; Cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

35

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

36

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

37

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

38 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 10 -** Name Tags; per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

39 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 11 -** Prep Charges; per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

40

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

41

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 13 - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

42

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 14 - Environmental Fee.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

43 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 15 -** Energy Surcharge.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

44 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 16 -** Initial Set Up Charges.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

45

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

46 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 18 -** Minimum Stop Size Fee.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

47

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

48 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 20 -** Deposit Charge.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

Response Total: $0.00

GYC Uniforms - Return Policy

If for any reason you are not completely satisfied with your purchase, simply return the item to us within 30 days of receipt in its original condition. If the item has been worn or washed or has been customized in any of the following ways: with emblems, altered; silkscreen or embroidery please call us to advise us of the return and the reason for the return. Depending on the nature of the return a small service charge may be applied to your return.

If the packing slip is no longer available, call us to discuss your return so that we can be ready to receive the items properly. Please return the item(s) via a traceable or insured method to prevent the package from being lost in the mail. We are not responsible for returned items that are lost in transit.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 15, 2022

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

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

- Sec. 551.076 – Deliberation regarding Security Devices

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed Doris Speer 8-10-2022 Approved by

Staff Member Date City Manager Date