

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



**Monday, June 17, 2024  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, June 17, 2024 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 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: 868 6515 8392 Passcode: 703036. 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 David Hinkle with Tomball Bible 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. Presentations
  - 1. Presentation to Congressman Wesley Hunt
- F. Reports and Announcements
  - 1. Announcements

I. Upcoming Events:

July TBD – Comprehensive Plan Focus Group Meeting #4 @ City Hall

July 4, 2024 – July 4th Celebration & Street Fest 4 p.m. to 9 p.m. @  
Business 249

July 12, 2024 – Kids Club 8 a.m. to 10 a.m. @ Matheson Park Pool

**2024 Swim Season (Jerry Matheson Park Pool)**

**REGULAR SEASON HOURS (Tuesday, May 28 to Sunday, August 11)**

Monday – Closed

Tuesday through Friday – 10 a.m. to 6 p.m.

Saturday and Sunday – Noon to 8 p.m.

**END OF SEASON HOURS (Weekends only)**

August 17 and 18 – Noon to 8 p.m.

August 24 and 25 – Noon to 8 p.m.

August 31 and September 1 – Noon to 8 p.m.

September 2 – 10 a.m. to 6 p.m.

G. Old Business

1. Approve, on Second Reading, Resolution No. 2024-24-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 Keep It Simple and Pink, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 103 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
2. Approve, on Second Reading, Resolution No. 2024-25-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 TCG Capital, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the expansion of a sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,750.00.

3. Adopt, on Second Reading, Ordinance 2024-17, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18-Environment, Article IV.-Noise, by deleting Section 18-192.-Maximum sound levels and modifying Section 18-195.-Defenses; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

H. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve the Minutes of the June 3, 2024, Regular City Council meeting.
2. Consider approval of an agreement by and among the City of Tomball, Tomball Tax Increment Reinvestment Zone No. 3, and the Tomball Business Improvement District No. 1 for the disbursement of tax increment funds in accordance with the Tomball Tax Increment Reinvestment Zone No. 3 Project and Finance Plans.
3. Approve request from Greater Tomball Area Chamber of Commerce for City Support and In-Kind Services for the 52<sup>nd</sup> annual Tomball Night on Market St and around downtown Tomball, on Friday, August 2, 2024.
4. Approve Resolution No. 2024-26, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 52nd annual Tomball Night event parade, to be held in Tomball, on Friday, August 2, 2024.
5. Approve a service agreement renewal with Cypress Holiday Decorating Concepts for holiday lighting services for Fiscal Year 2025, for a not-to-exceed amount of \$57,971.55 (RFP 2023-11), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures will need to be included in the Fiscal Year 2024-2025 Budget.

I. New Business

1. Presentation and discussion regarding Lizzie Lane drainage improvements.
2. Discussion and Possible action regarding TEDC Board Policy and Guidelines and possible Board Member appointments.
3. Approve the Engagement Letter with Weaver and Tidwell, L.L.P. for the Independent Audit of the City’s Financial Statements for Fiscal Year Ending September 30, 2024.
4. Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within Improvement Area #2 (IA2) in Wood Leaf Reserve in the City of Tomball, Public Improvement District Number Eleven (PID 11), established by City Council Resolution No. 2020-04.
5. Adopt, on First Reading, Ordinance Number 2024-18, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Improvement Area #2 Projects for the Wood Leaf Reserve Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date.
6. Conduct a public hearing and consideration to approve **Ordinance Amendment OAM24-01**: Request by the City of Tomball to amend Chapter 50 – Article III (*District Regulations*) by adding Section 50-70.1 – Single-Family Residential District-7.5 (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 District.

Adopt, on First Reading, Ordinance No. 2024-13, an Ordinance of the City of Tomball, Texas, amending Chapter 50 – Article III (*District Regulations*) by adding Section 50-70.1 – Single-Family Residential District SF-7.5 (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 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.

7. Conduct a public hearing and consideration to approve **Ordinance Amendment OAM24-02:** Request by the City of Tomball to amend Section(s) 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”.

Adopt, on First Reading, Ordinance No. 2024-14, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (*Zoning*) of the Tomball Code of Ordinances by amending Sections 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

8. Conduct a public hearing and consideration to approve **Zoning Case Z24-08:** Request by CHTA Development, Inc. to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 – Article III (*District Regulations*) by amending Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas; 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.

9. Conduct a public hearing and consideration to approve **Zoning Case Z24-09:** Request by Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from the Agricultural (AG) District to General Retail (GR) District. The property is generally located within the 1300 block (north side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-16, an Ordinance of the City of Tomball, Texas, amending Chapter 50 – Article III (*District Regulations*) by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from the Agricultural (AG) District to General Retail (GR) District. The property is generally located within the 1300 block (north side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; 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.

10. 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.

J. 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 13th day of June 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Tracylynn Garcia, TRMC, CMC, CPM  
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1019 for further information.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

- Presentation to Congressman Wesley Hunt

**Background:**

**Origination:** Mayor and City Secretary Office

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Sasha Luna, Assistant 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 \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

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Upcoming Events:

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- September 2 – 10 a.m. to 6 p.m.

**Background:**

**Origination:** Marketing Department

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Sasha Luna, Assistant 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 \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**RESOLUTION NO. 2024-24-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 KEEP IT SIMPLE AND PINK, 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 Ten Thousand Dollars (\$10,000.00), found by the Board to be required or suitable to promote a new business development by Keep It Simple and Pink, 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 Ten Thousand Dollars (\$10,000.00), to Keep It Simple and Pink, LLC, in accordance with an economic development agreement by and between the TEDC and Keep It Simple and Pink, LLC to promote and develop a new or expanded business enterprise, to be located at 103 W. Main Street, 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 3rd day of June, 2024.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this 17th day of June, 2024.

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Lori Klein Quinn, Mayor

ATTEST:

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Tracy Garcia, City Secretary



May 9, 2024

Subject: New Business Incentive Program

Dear Kelly Violette, CEcD, PCED, AICP  
Executive Director  
Tomball Economic Development Corporation

I hope this letter finds you well. I am writing this letter as the sole owner of Keep It Simple And Pink, LLC not only as an excited member of the community but also as a young entrepreneur since 2018. Specializing in event rentals and home baked sweets. I currently run The Party Htx which I'm blessed to say is thriving as we are vendors for larger scale companies like Lone Star college in The Woodland, Chase Bank, Houston School District & so many more! I as of right now go to clients for all their party rental needs which now opening the space i will be able to give the clients what they need. Bringing a new group to tomball.

Our goal is to take tomball to a new era through night life and daily events to give tomball what it's missing. We are extremely excited about working on this project but due to the building being a wonderful part of history we are doing our best to keep its original fixtures and let the building speak for itself. Unfortunately if we want to create the nightlife and bring something special to our roof top or indoor event we will need some renovations to hold the structure together.

Our plan is to open both down stairs locations as well as what will be the air bnb in the back apartment by june 1st with permit allowing. To do so required a larger investment. Next step is getting our rooftop up to code and evaluate the possibilities. Getting our liquor license for this as well will cost on top of this starting january our rent will be going up.

To maximize our potential I have started marketing already and plan on executing much more effort into this once doors are open on marketing material such as tote bags, hats, flyers for all the events, social media boosted posts and so much more.

While these are just a piece of the expense we are also undergoing all permit fees tied into the Cafe downstairs and occupancy permits needed. Not only would this help create a magical and jaw dropping space, it will give me the ability of having a one stop place everyone will come out to see!

I sincerely appreciate your consideration and look forward to discussing this opportunity with you. Thank you for taking the time to read this letter and hope you have an amazing day.

Sincerely,

A handwritten signature in black ink that reads "Suzanna Papaqui". The signature is written in a cursive, flowing style with large, connected letters.

Suzanna Izabella Papaqui  
Owner Keep It Simple and Pink LLC  
(346)351-0538  
[Papaquiizabella@icloud.com](mailto:Papaquiizabella@icloud.com)  
[Keepitsimpleandpink@gmail.com](mailto:Keepitsimpleandpink@gmail.com)

## AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Keep It Simple and Pink LLC** (the “Company”), 103 W Main Street, Tomball, TX 77375

### WITNESSETH:

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

**WHEREAS**, the Company proposes to lease a 2,900 square foot existing retail space located at 103 W Main Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to develop a café and event venue with two (2) full-time employees at 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 Ten Thousand Dollars (\$10,000.00), 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 two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand

Dollars (\$10,000.00). 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.

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: Keep It Simple and Pink LLC  
103 W Main Street  
Tomball, TX 77375  
Attn: Suzanna Izabella Papaqui, Owner

8.

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

9.

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

10.

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

11.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”).

**KEEP IT SIMPLE AND PINK, LLC**

By: \_\_\_\_\_

Name: Suzanna Izabella Papaqui

Title: Owner

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2024, by Suzanna Izabella Papaqui, Owner of Keep It Simple and Pink LLC, for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_January\_\_ 2024, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit "A"**  
**Legal Description of Property**

Legal: LT 24 BLK 3 TOMBALL  
Address: 103 W Main Street, Tomball, TX 77375



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1

# TOMBALL

ECONOMIC DEVELOPMENT CORP.

**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** June 3, 2024

**SUBJECT:** Keep It Simple and Pink, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Suzanna Papaqui, Owner of Keep It Simple and Pink LLC, for funding assistance through the TEDC's Rental Incentive Program for a new café and event space.

Ms. Papaqui currently operates The Party HTX, which specializes in party rental needs for events across the Houston region. She plans to utilize the Main Street space as a café and event venue and desires to add a roof-top bar and short-term vacation rental to the space. The existing building is approximately 2,900 square feet and is the former home of Ricca Boot Shop located at 103 W. Main Street, Tomball, TX.

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, not to exceed \$10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$5,000.00 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.



**NEW BUSINESS RENTAL INCENTIVE PROGRAM**

**PART A –BUSINESS OWNER APPLICATION**

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

**Business Owner Applicant Information**

Name of Business: KEEP IT SIMPLE LLC

Current Business Physical Address: 103 W MAIN ST

City, State & Zip TOMBALL TX, 77375

Mailing Address: 103 W MAIN ST

City, State & Zip TOMBALL TX, 77375

Business Phone: (346)351-0538

Business Website: \_\_\_\_\_

Business Owner Name: SUZANNA PAPAQUI

Applicant's Name (if different): \_\_\_\_\_

Position /Title: OWNER

Phone and Email: (346)351-0538

Nature of Business: CAFE/VENUE

NAICS Code: \_\_\_\_\_

Legal Form of Business:

- Sole Proprietor
- Partnership Number of Partners \_\_\_\_\_
- Corporation
- Limited Liability Corp
- Other \_\_\_\_\_

Days and Hours of Operation

Days Open: 6 A WEEK

Hours Open: 10-12

Business Start/Opening Date JUNE 1, 2024

## Employees

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week): 1

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

No  Yes  (please explain)

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## Moving and Space Improvement Cost and Funding Information

### Investment Data

Tenant Space Improvement (finish)	\$ <u>6,000</u>
Landlord Space Improvement (finish)	\$ _____
Equipment and Display	\$ <u>4,000</u>
Product Stock (for Opening)	\$ <u>3,000</u>
Marketing (First Year)	\$ <u>1,000</u>

### Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>12,000</u>
Funds from other sources*	\$ _____
Total estimated cost to move/expand	\$ <u>26,000</u>

\* Source of Funding and Amounts Self Employed 26,000

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## New Lease Property Information

Address of space to be leased: 103 W MAIN ST

---

Total amount of square feet to be leased and occupied: 2,900

Term of lease (minimum 3 years): 3 years

Gross rental rate \$ 5,000 per month \$ 1.73 per s.f.

Additional lease terms and other monthly charges: STARTING JANUARY TAXES AND INSU  
WILL BE ADDED

---

Indicate any rate increases: UNKNOWN EXACT AMOUNT ABOUT 500-700 more

---



## Certification

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

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

Suzanna Papaqui

Printed Name of Principal Owner



Signature

05/09/2024

Date

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

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

**For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or [kviolette@tomballtxedc.org](mailto:kviolette@tomballtxedc.org).**



**NEW BUSINESS RENTAL INCENTIVE PROGRAM**

**PART B – PROPERTY OWNER/LANDLORD APPLICATION**

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

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

Property Address: 103 W MAIN ST

Property Owner of Record: BUTTERBEE ACQUISITIONS, LLC

Mailing Address: \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: HEATH@TEXASMULCHASTERS.CO

Name(s) of Authorized Signatories: Nolan Butterfras

Name of Management Company: \_\_\_\_\_

Name of Representative/Contact Person: \_\_\_\_\_

Management Company Address: \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of proposed business at site:

KEEP IT SIMPLE AND PINK LLC

Name of business owner:

Suzanna Papaqui

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SITE & LEASE INFORMATION**

Total amount of square feet to be leased and occupied by business: 2,900

Term of lease: 3 years

Gross rental rate \$5,000 per month \$1.73 per s.f.

Additional lease terms and other monthly charges: STARTING JANUARY TAXES AND INSU

Indicate any rate increases: UNKOWN EXACT AMOUNT ABOUT 500-700

Is the subject space currently vacant? Yes  No

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

Name of previous tenant: RICCO

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

**CERTIFICATIONS**

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

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

Other Properties: YES  NO  N/A

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

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

Other Properties: YES  NO  N/A

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

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

Other Properties: YES  NO  N/A

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

YES (Please explain on supplemental sheet)

NO

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

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

Nolan Butterfras

---

Printed Name of Property Owner/Landlord



---

Signature

05/09/2024

---

Date



# COMMERCIAL LEASE

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CONCERNING THE LEASED PREMISES AT 103 W Main St Tomball TX 77375  
between Butterbee Acquisitions, LLC (Landlord)  
and Suzanna Izabella Papaqui (Tenant).

### Table of Contents

<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>	<u>ADDENDA &amp; EXHIBITS (check all that apply)</u>
1.	Parties .....	2	<input type="checkbox"/> Exhibit _____
2.	Leased Premises .....	2	<input type="checkbox"/> Exhibit _____
3.	Term .....	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses .....	3	<input checked="" type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit .....	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes .....	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities .....	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance .....	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours .....	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance .....	7	<input checked="" type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs .....	8	<input type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord .....	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition .....	9	<input type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition .....	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs .....	9	<input checked="" type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations .....	11	<input type="checkbox"/> _____
17.	Liens .....	11	<input type="checkbox"/> _____
18.	Liability .....	11	<input type="checkbox"/> _____
19.	Indemnity .....	11	<input type="checkbox"/> _____
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### COMMERCIAL LEASE

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**1. PARTIES:** The parties to this lease are:

Landlord: Butterbee Acquisitions, LLC; and  
Tenant: Suzanna Izabella Papaqui

**2. LEASED PREMISES:**

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number \_\_\_\_\_ containing approximately \_\_\_\_\_ square feet of rentable area ("rsf") in \_\_\_\_\_ (project name) at \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:

(2) **Single-Tenant Property:** The real property containing approximately 2,900 square feet of rentable area ("rsf") at: 103 W Main St, Tomball, TX 77375 (address) in Tomball (city), Harris (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area  will  will not be adjusted if re-measured.

**3. TERM:**

A. **Term:** The term of this lease is 36 months and 0 days, commencing on: 5/1/2024 (Commencement Date) and ending on 5/31/2027 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: , , and Tenant: , \_\_\_\_\_

Commercial Lease concerning: 103 W Main St Tomball TX 77375

such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 15 day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

**4. RENT AND EXPENSES:**

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit n/a or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
5/1/2024	12/31/2027	5,000.00 / rsf / month	/ rsf / year	5,000.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before 6/1/2024

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Commercial Lease concerning: 103 W Main St Tomball TX 77375

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 75.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

*(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)*

- J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is 100 %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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Initialed for Identification by Landlord:  , and Tenant: , \_\_\_\_\_

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Commercial Lease concerning: 103 W Main St Tomball TX 77375

- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3). Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

- (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year \_\_\_\_\_ for:  taxes;  insurance;  CAM;  structural; and  \_\_\_\_\_.
- (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ \_\_\_\_\_ per square foot per year for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  \_\_\_\_\_.
- (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  \_\_\_\_\_.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is \_\_\_\_\_ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	/ rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

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Initialed for Identification by Landlord: , , and Tenant: , \_\_\_\_\_

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Commercial Lease concerning: 103 W Main St Tomball TX 77375

**5. SECURITY DEPOSIT:**

- A. Upon execution of this lease, Tenant will pay \$ 5,000.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

**6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

**7. UTILITIES:**

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. After-Hours HVAC Charges: "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

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Initialed for Identification by Landlord:  , and Tenant: ,

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Commercial Lease concerning: 103 W Main St Tomball TX 77375

- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$\_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

**8. INSURANCE:**

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
  - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
    - (a) \$1,000,000; or
    - (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.
  - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
  - (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
  - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
  - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other:  
Party events and Air B&B

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Initialed for Identification by Landlord: , , and Tenant: , \_\_\_\_\_

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Commercial Lease concerning: 103 W Main St Tomball TX 77375

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*:

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
  - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7)
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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**12. ACCESS BY LANDLORD:**

- A. During Tenant’s normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant’s normal business hours if: (1) entry is made with Tenant’s permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant’s business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a “For Lease” or similarly worded sign on the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT’S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant’s expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. “Surrender” means vacating the leased premises and returning all keys and access devices to Landlord. “Normal wear and tear” means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant’s expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.  Landlord  Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party’s guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, and other structural components.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Fascia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other: _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) Storage yards and storage buildings.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(21) Cranes and related systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(22) _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant  is  is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

**16. ALTERATIONS:**

A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

**17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

**18. LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

**19. INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**20. DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
  - (1) any lost rent;
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - (3) repairs to the leased premises for use beyond normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
  - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
  - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
  - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
  - (9) any other recovery to which Landlord may be entitled under this lease or under law.

**21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

**22. HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

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**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
  - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

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**28. CASUALTY LOSS:**

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

**29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

**30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

**31. REPRESENTATIONS:**

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: N/A

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not

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arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

**32. BROKERS:**

A. The brokers to this lease are:

Principal Broker: Better Homes & Garden Gary Greene Cooperating Broker: \_\_\_\_\_

Agent: Crystal Graham Agent: \_\_\_\_\_

Address: 8817 Louetta Rd Address: \_\_\_\_\_  
Spring TX 77379

Phone & Fax: 281-831-8334 Phone & Fax: \_\_\_\_\_

E-mail: crystalgraham@att.net E-mail: \_\_\_\_\_

License No.: 360784 License No.: \_\_\_\_\_

Principal Broker: *(Check only one box)*  
 represents Landlord only.  
 represents Tenant only.  
 is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Principal Broker and:  
 Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Cooperating Broker and:  
 Principal Broker  Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

**33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

**34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

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and a copy to: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Landlord also consents to receive notices by e-mail at: heath@texasmulchmasters.com

Tenant at the leased premises,

and to: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

and a copy to: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Tenant also consents to receive notices by e-mail at: papaquizzabella@icloud.com

**35. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

Landlord will be responsible for the HVAC system the first 6 months of the lease. After that the tenant shall be responsible. Rent the first year shall be \$5,000. The next year (2025) rent shall be adjusted to include the property taxes & insurance. This shall be prorated and added to the monthly rent. It shall be reviewed and adjusted each year starting each January of the lease. Tenant shall have possession to the property starting May 1, 2024. Prorated rent shall apply May 15-31. Rent for May 2024 shall be \$2,833.33. June 2024 shall start the full rental amount \$5,000.

**36. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
  - E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
  - F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
  - G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
  - H. **Force Majeure:** If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
  - I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.
  - J. **Counterparts:** If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- 37. EFFECTIVE DATE:** The effective date of this lease is the date the last party executes this lease and initials any changes.
- 38. LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: N/A

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Commercial Lease concerning: 103 W Main St Tomball TX 77375

**Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

Landlord: Butterbee Acquisitions, LLC

Tenant: Suzanna Izabella Papaqui

By: \_\_\_\_\_

By: \_\_\_\_\_

By (signature):   
Printed Name: Heath Beeman  
Title: \_\_\_\_\_ Date: 04/27/2024

By (signature):   
Printed Name: Izabella Papaqui  
Title: Tenant Date: 04/27/2024

By: \_\_\_\_\_

By: \_\_\_\_\_

By (signature):   
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: 04/27/2024

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_



# COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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## REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT

103 W Main St

Tomball

TX 77375

**NOTICE:** These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, walks, and landscaped areas.

- A. ~~Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.~~
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. ~~The Property may not be used for lodging or sleeping quarters in any manner.~~
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10 Initialed for Identification by Landlord:  , and Tenant: , \_\_\_\_\_

Landlord's Rules and Regulations concerning 103 W Main St Tomball TX 77375

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:  
Tenant must follow City, County & State codes & zoning.  
No open flames, propane tanks, space heaters, sparklers or fireworks on the property.

(TXR-2108) 1-26-10 Initialed for Identification by Landlord:  , and Tenant: ,



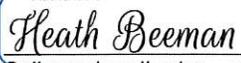
### INTERMEDIARY RELATIONSHIP NOTICE

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**To:** Butterbee Acquisitions, LLC Nolan Butterfras (Seller or Landlord)  
**and** Suzanna Izabella Papaqui (Prospect)  
**From:** BHG Gary Greene (Broker's Firm)  
**Re:** 103 W Main St Tomball TX 77375 (Property)  
**Date:** 04/27/2024

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker  will  will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:  
 \_\_\_\_\_ to the owner; and  
 \_\_\_\_\_ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional Information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

Authentisign  
  
 Seller or Landlord Heath Beeman 04/27/24 Date  
  
 Seller or Landlord Nolan Butterfras 04/27/24 Date

Authentisign  
  
 Prospect Izabella Papaqui 04/27/24 Date  
 \_\_\_\_\_ Date  
 Prospect \_\_\_\_\_ Date



# Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>BHGRE Gary Greene</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>475512</u> License No.	<u>brokerage@garygreene.com</u> Email	<u>713-456-6644</u> Phone
<u>Mark Woodroof</u> Designated Broker of Firm	<u>415360</u> License No.	<u>brokerage@garygreene.com</u> Email	<u>713-456-6644</u> Phone
<u>Sharon Teusink</u> Licensed Supervisor of Sales Agent/ Associate	<u>302669</u> License No.	<u>Sharon@GaryGreene.com</u> Email	<u>281-444-5140</u> Phone
<u>Crystal Graham</u> Sales Agent/Associate's Name	<u>360784</u> License No.	<u>crystalgraham@att.net</u> Email	<u>281-831-8334</u> Phone

Authentisign  04/27/24  
 Buyer/Tenant/Seller/Landlord Initials Heath Beeman Date 04/27/24  
 Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

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# Regular City Council Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Approve, on Second Reading, Resolution No. 2024-25-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 TCG Capital, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the expansion of a sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,750.00.

**Background:**

First Reading passed and approved during the June 3, 2024, Regular City Council meeting.

On May 14, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors approved, as a Project of the Corporation, an economic development performance agreement with TCG Capital, LLC for assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2024-25-TEDC

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member-TEDC Date Executive Director-TEDC Date

**RESOLUTION NO. 2024-25-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 TCG CAPITAL, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Twenty Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), found by the Board to be required or suitable to promote a new business development by TCG Capital, LLC; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Twenty Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), to TCG Capital, LLC, in accordance with an economic development agreement by and between the TEDC and TCG Capital, LLC to promote and develop a new or expanded business enterprises, located at 19220 Thisis Ln., 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 3rd day of June, 2024.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this 17th day of June, 2024.

---

Lori Klein Quinn, Mayor

ATTEST:

---

Tracylynn Garcia, City Secretary

# TOMBALL

ECONOMIC DEVELOPMENT CORP.

**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** June 3, 2024

**SUBJECT:** TCG Capital, LLC

**ITEM TYPE:** Action

---

The Tomball Economic Development Corporation has received a request from Jorge Campos, Managing Member of TCG Capital, LLC, for assistance with infrastructure costs related to the development of a 100-stall parking lot expansion and related drainage facilities for Element Sportsplex.

In 2020, the TEDC Board of Directors approved a grant agreement with TCG Capital, LLC for the development of a 44,000 square-foot sports facility on approximately 2.986 acres located at 19220 Theis Ln., Tomball, Texas, 77375. The facility opened in 2021 and is home to Texas Legacy Volleyball Club, which hosts numerous tournaments throughout the year.

Due to high tournament attendance and limited parking, Mr. Campos has purchased an adjacent 3-acre tract to expand the parking and drainage facilities. The estimated capital investment for the project is \$535,000.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. If the agreement between the TEDC and TCG Capital, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$26,750, based on 5% of the actual expenditures for the eligible infrastructure improvements.

Date: May 9, 2024

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

RE: Element Sportsplex – Request for Grant

To Whom It May Concern:

I would like to formally request a grant to assist with infrastructure and site construction costs of an expansion of parking for Element Sportsplex – located at 12920 Theis Lane, Tomball, TX.

**Overview Project**

I plan to build a 100 parking lot expansion, detention, drainage to expand our existing parking. We have limited the tournaments given the parking lot stress. In the past 2 years we have hosted various events including Creators League events, volleyball tournaments, basketball tournaments and other events. However, given the large number of spectators and to minimize street parking we would like to expand our parking lot. We have purchased 3 acres to the north of the existing facility and would like to add parking on this tract to support tournaments and other events.

Other opportunities that we would focus on would be hosting tournaments for basketball or volleyball games including local or statewide. We have hired full time and part time staff as we are able to host additional events we will hire additional full time and part time staff.

**Project Costs and Timing**

The total project cost is estimated to be \$535,000 all of which will be devoted to site and infrastructure costs.

	<b>Cost</b>
3 acre tract (already purchased)	\$250,000
Building Cost (budget)	\$535,000
<b>Total Project Cost</b>	<b>\$785,000</b>

The construction is estimated to be completed in phases with final completion expected by Q3 2024.

**Benefits to Tomball**

We firmly believe this facility will provide a huge benefit to the city of Tomball both economically as well as intangibly. The benefits to Tomball include:

1. Ability to host more frequent and larger events attracting outsiders to Tomball
2. Increased tourism traffic throughout the year (will create additional demand for hotels, shopping and eating) – tournaments expected to be held throughout the year
3. Increased need for staff to support outreach and hosting tournaments
4. Increased property tax revenue to the City and schools

I am fully committed to maintaining a first class indoor sports facility and want to build a great reputation throughout all of Texas. With this parking expansion we will have one of the best facilities in town with ample parking. I request that you approve this grant request and look forward to discussing.

All the Best,

A handwritten signature in black ink, appearing to read 'Jorge Campos', written over a horizontal line.

Jorge Campos  
TCG Capital, LLC, Managing Member  
Email: [jorge@tcgcap.com](mailto:jorge@tcgcap.com)  
Phone: 713-202-8759

Scenario 1 with Client Data

**Project Type:** Business Retention & Expansion  
**Industry:** Entertainment  
**Prepared By:** Tomball EDC

**Purpose & Limitations**

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

**Introduction**

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

**Existing & Expanded Operations**

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF TOMBALL			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
<b>JOBS</b>			
Direct	2.0	2.5	4.5
Spin-off	0	0.4	0.4
<b>Jobs Total</b>	<b>2.0</b>	<b>2.9</b>	<b>4.9</b>
<b>SALARIES</b>			
Direct	\$1,094,972	\$1,071,626	\$2,166,598
Spin-off	\$0	\$394,237	\$394,237
<b>Salaries Total</b>	<b>\$1,094,972</b>	<b>\$1,465,862</b>	<b>\$2,560,835</b>

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS			
NET BENEFITS			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
City of Tomball	\$155,320	\$75,288	\$230,608
Harris County	\$178,075	\$38,541	\$216,616
Tomball ISD	\$544,381	\$33,919	\$578,300
Lone Star College	\$54,990	\$9,474	\$64,464
Port of Houston	\$2,933	\$505	\$3,439
Harris County ESD #8	\$45,903	\$7,908	\$53,811
Harris County Hospital District	\$73,301	\$12,628	\$85,930
Harris County Department of Education	\$2,453	\$423	\$2,876
Harris County Flood Control	\$15,868	\$2,734	\$18,602
	<b>\$1,073,225</b>	<b>\$181,420</b>	<b>\$1,254,645</b>

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

## Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	2.5	0.4	<b>2.9</b>
Annual Salaries/Wages at Full Ops (Yr 4)	\$119,386	\$43,920	<b>\$163,306</b>
Salaries/Wages over 10 Years	\$1,071,626	\$394,237	<b>\$1,465,862</b>
Taxable Sales/Purchases in City of Tomball	\$834,847	\$4,928	<b>\$839,775</b>

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.1	0.0	<b>0.1</b>
New residents in City of Tomball	0.2	0.0	<b>0.2</b>
New residential properties constructed in City of Tomball	0.0	0.0	<b>0.0</b>
New students to attend local school district	0.0	0.0	<b>0.0</b>

Totals may not sum due to rounding

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$1,116	\$250,000	\$535,000	\$0	\$0	\$785,000	<b>\$786,116</b>
2	\$1,707	\$255,000	\$545,700	\$0	\$0	\$800,700	<b>\$802,407</b>
3	\$1,741	\$260,100	\$556,614	\$0	\$0	\$816,714	<b>\$818,455</b>
4	\$2,961	\$265,302	\$567,746	\$0	\$0	\$833,048	<b>\$836,009</b>
5	\$3,020	\$270,608	\$579,101	\$0	\$0	\$849,709	<b>\$852,729</b>
6	\$3,080	\$276,020	\$590,683	\$0	\$0	\$866,703	<b>\$869,784</b>
7	\$3,142	\$281,541	\$602,497	\$0	\$0	\$884,037	<b>\$887,179</b>
8	\$3,205	\$287,171	\$614,547	\$0	\$0	\$901,718	<b>\$904,923</b>
9	\$3,269	\$292,915	\$626,838	\$0	\$0	\$919,753	<b>\$923,021</b>
10	\$3,334	\$298,773	\$639,375	\$0	\$0	\$938,148	<b>\$941,482</b>

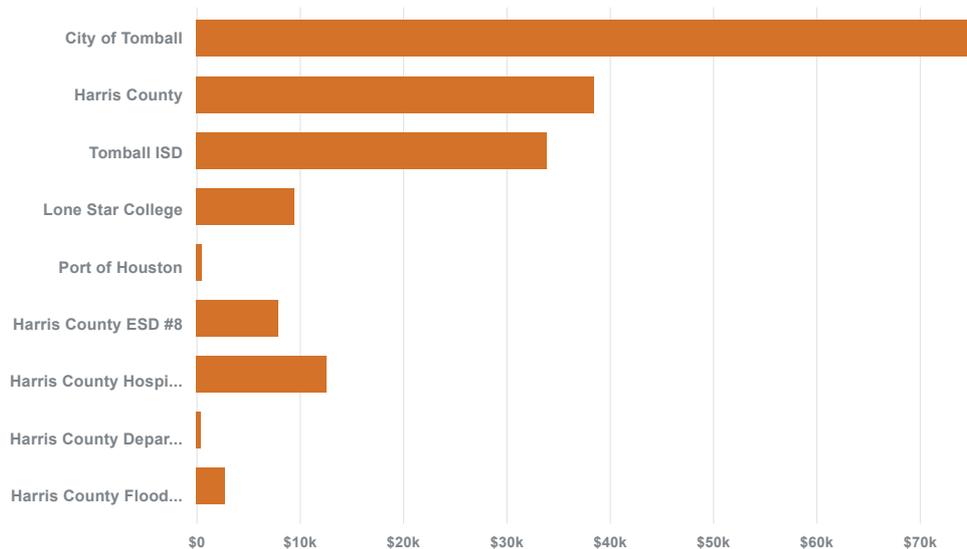
## Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$99,648	(\$24,360)	\$75,288	\$58,183
Harris County	\$42,176	(\$3,635)	\$38,541	\$29,550
Tomball ISD	\$91,954	(\$58,035)	\$33,919	\$25,983
Lone Star College	\$9,474	\$0	\$9,474	\$7,252
Port of Houston	\$505	\$0	\$505	\$387
Harris County ESD #8	\$7,908	\$0	\$7,908	\$6,054
Harris County Hospital District	\$12,628	\$0	\$12,628	\$9,667
Harris County Department of Education	\$423	\$0	\$423	\$324
Harris County Flood Control	\$2,734	\$0	\$2,734	\$2,093
<b>Total</b>	<b>\$267,450</b>	<b>(\$86,030)</b>	<b>\$181,420</b>	<b>\$139,493</b>

\*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

Net Benefits Over the Next 10 Years



## Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$26,750	\$26,750
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star College	\$0	\$0
Port of Houston	\$0	\$0
Harris County ESD #8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
<b>Total</b>	<b>\$26,750</b>	<b>\$26,750</b>

# City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

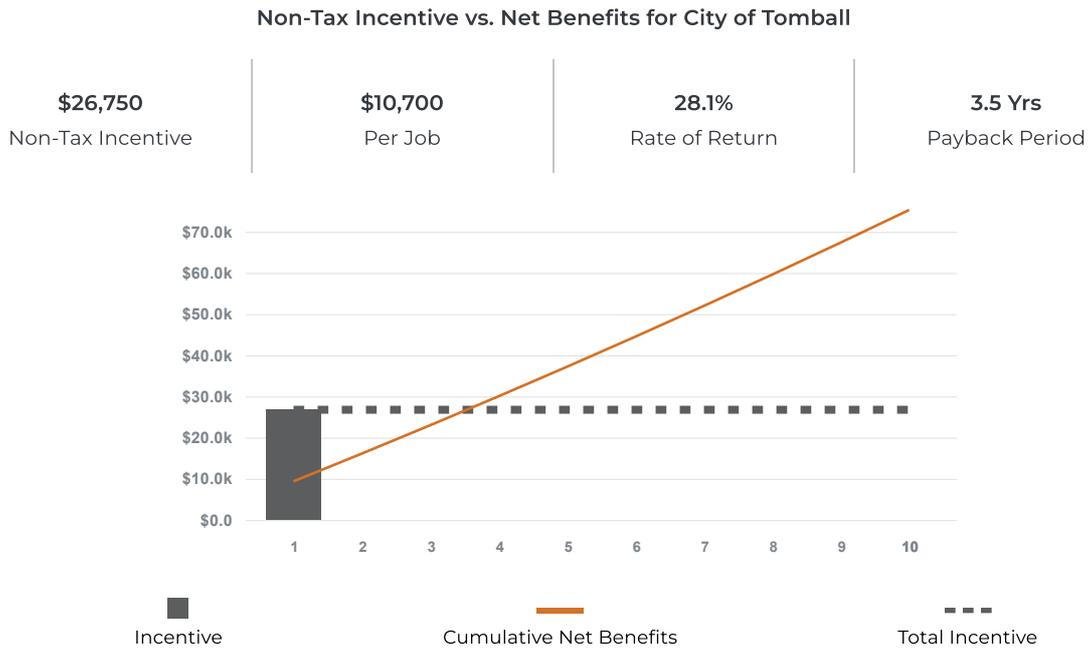
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$16,429	\$366	\$16,795
Real Property Taxes	\$25,212	\$0	\$25,212
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$78	\$78
Hotel Occupancy Taxes	\$33,534	\$0	\$33,534
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$14,098	\$1,100	\$15,198
Utility Franchise Fees	\$810	\$63	\$873
Miscellaneous Taxes and User Fees	\$7,382	\$576	\$7,958
<b>Benefits Subtotal</b>	<b>\$97,465</b>	<b>\$2,183</b>	<b>\$99,648</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$7,073)	(\$550)	(\$7,623)
Cost of Utility Services	(\$15,527)	(\$1,211)	(\$16,737)
<b>Costs Subtotal</b>	<b>(\$22,599)</b>	<b>(\$1,761)</b>	<b>(\$24,360)</b>
<b>Net Benefits</b>	<b>\$74,865</b>	<b>\$422</b>	<b>\$75,288</b>

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



# Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$30,090	\$0	\$30,090
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$732	\$732
Hotel Occupancy Taxes	\$9,581	\$0	\$9,581
Miscellaneous Taxes and User Fees	\$976	\$796	\$1,773
<b>Benefits Subtotal</b>	<b>\$40,648</b>	<b>\$1,528</b>	<b>\$42,176</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$2,000)	(\$1,634)	(\$3,635)
<b>Costs Subtotal</b>	<b>(\$2,000)</b>	<b>(\$1,634)</b>	<b>(\$3,635)</b>
<b>Net Benefits</b>	<b>\$38,647</b>	<b>(\$106)</b>	<b>\$38,541</b>

Annual Fiscal Net Benefits for Harris County

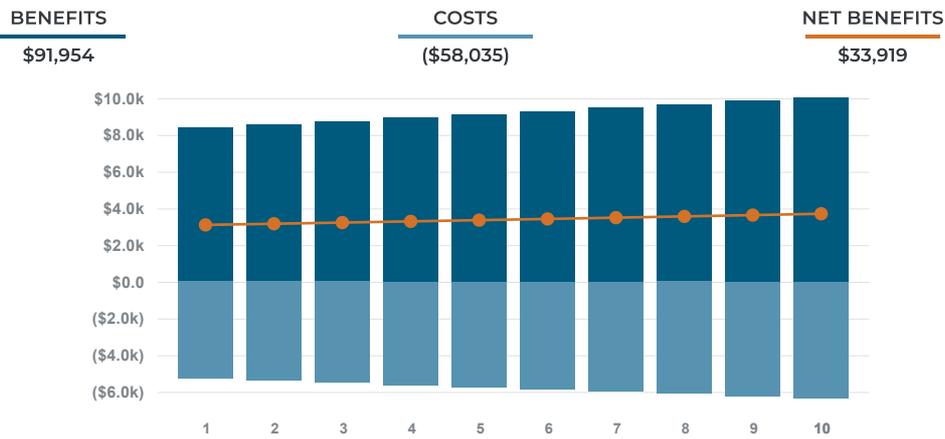


# Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$91,560	\$0	\$91,560
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$90	\$90
Addtl. State & Federal School Funding	\$0	\$304	\$304
<b>Benefits Subtotal</b>	<b>\$91,560</b>	<b>\$394</b>	<b>\$91,954</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$295)	(\$295)
Reduction in State School Funding	(\$57,683)	(\$57)	(\$57,739)
<b>Costs Subtotal</b>	<b>(\$57,683)</b>	<b>(\$352)</b>	<b>(\$58,035)</b>
<b>Net Benefits</b>	<b>\$33,877</b>	<b>\$42</b>	<b>\$33,919</b>

Annual Fiscal Net Benefits for Tomball ISD



# Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$9,249	\$0	\$9,249
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$225	\$225
<b>Benefits Subtotal</b>	<b>\$9,249</b>	<b>\$225</b>	<b>\$9,474</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$9,249</b>	<b>\$225</b>	<b>\$9,474</b>

Annual Fiscal Net Benefits for Lone Star College



# Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$493	\$0	\$493
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$12	\$12
<b>Benefits Subtotal</b>	<b>\$493</b>	<b>\$12</b>	<b>\$505</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$493</b>	<b>\$12</b>	<b>\$505</b>

Annual Fiscal Net Benefits for Port of Houston



# Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$7,720	\$0	\$7,720
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$188	\$188
<b>Benefits Subtotal</b>	<b>\$7,720</b>	<b>\$188</b>	<b>\$7,908</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$7,720</b>	<b>\$188</b>	<b>\$7,908</b>

Annual Fiscal Net Benefits for Harris County ESD #8

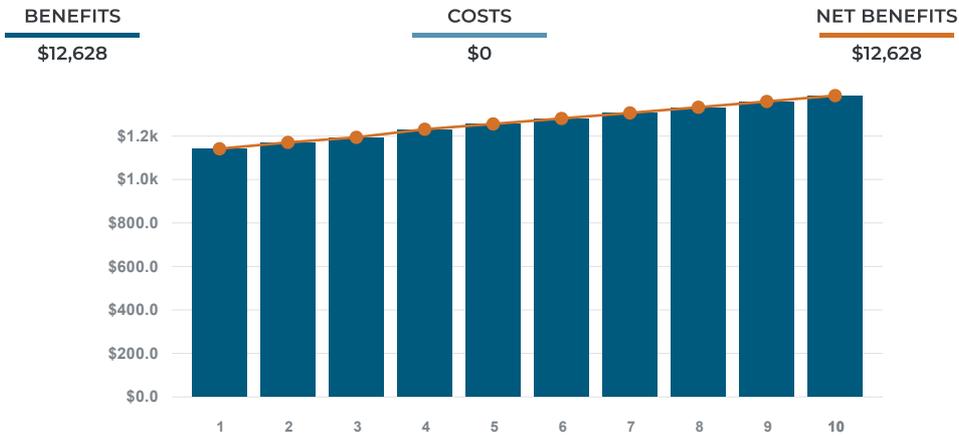


# Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$12,329	\$0	\$12,329
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$300	\$300
<b>Benefits Subtotal</b>	<b>\$12,329</b>	<b>\$300</b>	<b>\$12,628</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$12,329</b>	<b>\$300</b>	<b>\$12,628</b>

Annual Fiscal Net Benefits for Harris County Hospital District



# Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$413	\$0	\$413
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$10	\$10
<b>Benefits Subtotal</b>	<b>\$413</b>	<b>\$10</b>	<b>\$423</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$413</b>	<b>\$10</b>	<b>\$423</b>

Annual Fiscal Net Benefits for Harris County Department of Education

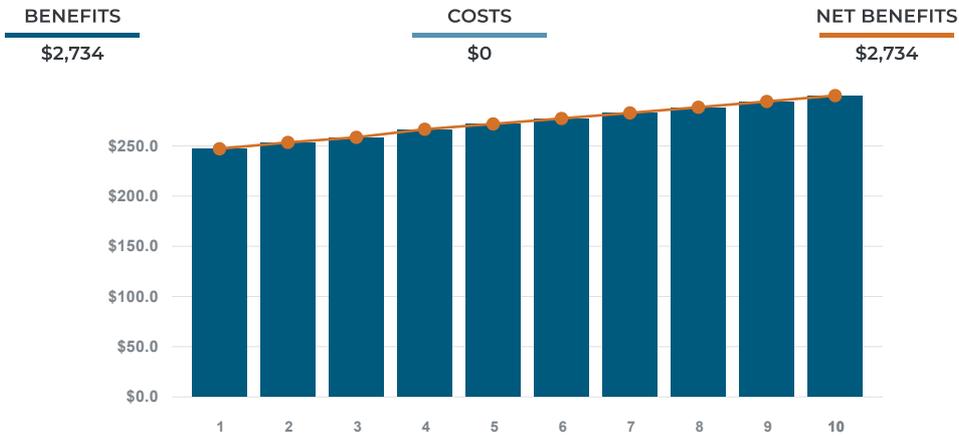


# Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,669	\$0	\$2,669
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$65	\$65
<b>Benefits Subtotal</b>	<b>\$2,669</b>	<b>\$65</b>	<b>\$2,734</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$2,669</b>	<b>\$65</b>	<b>\$2,734</b>

Annual Fiscal Net Benefits for Harris County Flood Control



## Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

713940 FITNESS AND RECREATIONAL SPORTS CENTERS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.179
Earnings Multiplier	(Type II Direct Effect)	1.3679

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

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

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

## About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website [www.impactdatasource.com](http://www.impactdatasource.com)

## AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **TCG Capital, LLC** (the “Company”), 9303 Stratford Place, Tomball, TX 77375.

### WITNESSETH:

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

**WHEREAS**, the Company owns and operates a 44,000 square-foot indoor sports facility located at 19220 Theis Ln., Tomball, Texas 77375 and has purchased an adjacent 3-acre tract (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend Five Hundred and Thirty-Five Thousand Dollars (\$535,000) to construct a 100-stall parking lot expansion and related site and drainage improvements (the “Improvements”) on the site; and

**WHEREAS**, the Company also proposes to create two (2) new full-time employment positions in Tomball in conjunction with the expansion of its business operations on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Twenty-Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), or an amount equal to up to five percent (5%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property; and

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

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

1.

The Company covenants and agrees that it will operate and maintain the proposed business on the Property for a term of at least five (5) years and will create two (2) additional full-time positions at the Property. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Improvements up to the amount of Twenty-Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), or an amount equal to up to five percent (5%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City’s occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary

plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

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

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

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, lessees, affiliates, and subsidiaries,

and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

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: TCG Capital, LLC  
9303 Stratford Place  
Tomball, Texas 77375  
Attn: Jorge Campos  
TCG Capital, LLC, Managing Member

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.

11.

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

12.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date").

**TCG Capital, LLC**

By: \_\_\_\_\_  
Name: Jorge Campos  
Title: Managing Member

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by Jorge Campos, Managing Member, TCG Capital, LLC., for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2024, by \_\_\_\_\_, President of the Board of Directors of the Tomball  
Economic Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit A**  
**Legal Description of Property**

Legal Information: TR 1A BLK 1 SWINGHAMMER HAUCK



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1

# City Council Meeting Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Adopt, on Second Reading, Ordinance 2024-17, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18-Environment, Article IV.-Noise, by deleting Section 18-192.-Maximum sound levels and modifying Section 18-195.-Defenses; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

**Background:**

First Reading passed and approved during the June 3, 2024, Regular City Council meeting.

At the May 20<sup>th</sup> Joint Workshop, City Staff was directed to omit the following regulations in Chapter 18-Environment, Article IV.-Noise:

- Section 18-192 pertaining to octave band center frequencies.
- Section 18-195 pertaining to a defense to the provisions of the Article IV.-Noise “by spectators and participants at lawfully scheduled amphitheater event”.

All other existing noise provisions in Chapter 18 are proposed to remain unchanged, including the maximum permissible sound levels specified in Section 18-191 which prohibits the generation of any sound of such a nature as to cause persons occupying or using any property other than the property upon which the sound is being generated to be aware of sympathetic vibrations or resonance caused by the sound. Also, any sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others is considered a violation.

**Origination:** Community Development Department

**Recommendation:** Approval

**Party(ies) responsible for placing this item on agenda:** Craig T. Meyers, P.E.

**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. 2024-17**

**ADOPT, ON FIRST READING, ORDINANCE 2024-17, AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 18-ENVIRONMENT, ARTICLE IV.-NOISE, BY DELETING SECTION 18-192.-MAXIMUM SOUND LEVELS AND MODIFYING SECTION 18-195.-DEFENSES; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to amend the City’s noise regulations as set forth herein; 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.** The Code of Ordinances is amended by deleting Chapter 18-Environment, Article IV.-Noise, Section 18-192.-Maximum sound levels as follows:

**Sec. 18-192. Maximum sound levels.**

(a) ~~All industrial or commercial businesses within the city limits shall conform to the maximum sound levels as set out in this section. Sound levels shall be measured with a sound level meter and an associated octave band analyzer, both manufactured in accordance with the specifications prescribed by the American Standards Association. Noise emission from any commercial or industrial operation shall not cause sound pressure levels greater than those listed in the table below, measured at any point at the commercial or industrial operation's boundary, either at ground level or at a habitable elevation, whichever is more restrictive.~~

Octave Band Center Frequency (HZ)	Sound Pressure Level (dB)*
31.5	85
63	71
125	61
250	52
500	47
1000	44
2000	39
4000	37
8000	35

\*re: 0.0002 microbar

(b) ~~The sound level produced by any industry shall not exceed the limits established in this section.~~

**Section 3.** The Code of Ordinances is amended by modifying Chapter 18-Environment, Article IV.-Noise, Section 18-195.-Defenses as follows:

**Sec. 18-195. Defenses.**

The following defenses shall apply to any offense established in this article:

- (1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger, or attempted crime.
- (2) The sound was produced by an authorized emergency vehicle.
- (3) The sound was produced by emergency work.
- (4) The sound was generated:
  - a. At a lawfully scheduled stadium event;
  - b. By a parade and spectators and participants on the parade route during a lawful parade;
  - ~~c. By spectators and participants at lawfully scheduled amphitheater event;~~
  - d. By patrons and participants using cannons and gunfire during historical battle re-enactments for which a pyrotechnic permit was obtained and the explosives were inspected by the fire marshal;
  - e. By a pyrotechnic display that was inspected and approved by the fire marshal; or
  - f. By spectators and participants of an event, fun run, race, festival, fiesta, or concert that was sponsored or cosponsored by the city.

**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.

**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 than 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 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 3<sup>RD</sup> DAY OF JUNE 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

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 17<sup>TH</sup> DAY OF JUNE 2024.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor  
City of Tomball

ATTEST:

\_\_\_\_\_  
Tracy Garcia, City Secretary  
City of Tomball

# City Council Meeting Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Approve the Minutes of the June 3, 2024, Regular City Council meeting.

**Background:**

**Origination:** City Secretary Office

**Recommendation:**

Approve Minutes

**Party(ies) responsible for placing this item on agenda:** Sasha Luna, Assistant City Secretary

**FUNDING (IF APPLICABLE)**

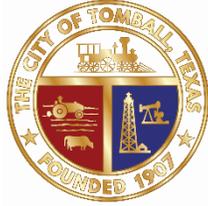
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

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



**Monday, June 03, 2024  
6:00 PM**

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

**PRESENT**

Council 1 John Ford  
Council 2 Paul Garcia  
Council 3 Dane Dunagin  
Council 4 Lisa A. Covington  
Council 5 Randy Parr

**OTHERS PRESENT**

City Manager - David Esquivel  
Assistant City Manager - Jessica Rogers  
City Attorney - Loren Smith  
City Secretary - Tracylynn Garcia  
Assistant City Secretary - Sasha Luna  
Director of Community Development - Craig Meyers  
Director of Marketing & Tourism - Chrislord Templonuevo  
Project Manager - Meagan Mageo  
IT Director - Tom Wilson  
Finance Director - Katherine Tapscott  
Fire Chief - Joe Sykora  
Police Captain - Brandon Patin  
Police Captain - Shon Davis  
City Hall Intern - Ki Provencher

- B. Invocation - Led by Pastor Richard Jennings with River of Praise Church

- C. Pledges to U.S. and Texas Flags by TFD Chief J. Sykora

- 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.]*

Bill Sumner  
12321 Zion Rd. - TEDC Board appointment  
Tomball, Texas 77375

Mike Fagan  
1314 Pine Brook - noise ordinance  
Tomball, Texas 77375

Gretchen Fagan  
1314 Pine Brook - noise ordinance  
Tomball, Texas 77375

Colleen Pye  
207 Florence St - noise ordinance  
Tomball, Texas 77375

Laura Wilson  
24161 Spring Dr. - TEDC Board and staff  
Hockley, Texas 77447

Janet Toth  
606 East Pecan Dr. - Fallen tree on property  
Tomball, Texas 77375

E. Reports and Announcements

1. Announcements

I. Upcoming Events:

June 13, 2024 – Mayors Kaffeeklatsch 8:30 a.m. to 10 a.m. @ Community Center

June 14, 2024 – Kids Club – HTX Soccer 8 a.m. to 10 a.m. @ Broussard Park

July TBD – Focus Group Meeting #4 @ City Hall

July 4, 2024 – July 4th Celebration & Street Fest 4 p.m. to 9 p.m. @ Business 249

**2024 Swim Season (Jerry Matheson Park Pool)**

**REGULAR SEASON HOURS (Tuesday, May 28 to Sunday, August 11)**

Monday – Closed

Tuesday through Friday – 10 a.m. to 6 p.m.

Saturday and Sunday – Noon to 8 p.m.

**END OF SEASON HOURS (Weekends only)**

August 17 and 18 – Noon to 8 p.m.

August 24 and 25 – Noon to 8 p.m.

August 31 and September 1 – Noon to 8 p.m.

September 2 – 10 a.m. to 6 p.m.

F. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.905 acres of land legally described as Reserve “A”, Block 3 of Pine Meadows from Single Family Residential – 6 (SF-6) to Neighborhood Retail (NR). The property is located at 12703 Theis Lane, at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; 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.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to adopt, on Second Reading, Ordinance No. 2024-11.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

- G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

Items 2 and 3 were pulled at the request of Council and were voted on separately.

1. Approve the Minutes of the May 20, 2024, Special Joint City Council and Planning and Zoning Commission meeting and the Regular City Council meeting.
2. Approve, on First Reading, Resolution No. 2024-24-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 Keep It Simple and Pink, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 103 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve, on First Reading, Resolution No. 2024-24-TEDC.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Voting Nay: Council 2 Garcia

Motion carried 4 votes yea, 1 vote nay.

3. Approve, on First Reading, Resolution No. 2024-25-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 TCG Capital, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the expansion of a sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,750.00.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve, on First Reading, Resolution No. 2024-25-TEDC.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

4. Approve the purchase of information technology hardware, software, and consulting services from Waypoint Business Solutions through the Choice Partners Cooperative (Contract #22/041KN-02) for a not-to-exceed amount of \$152,896.67 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. The purchases are included in the FY 2023-2024 Budget.
5. Approve a contract with B & C Constructors, LP through a 1GPA Contract (Contract No. 19-03DP) for a not-to-exceed amount of \$158,070.06, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.
6. Approve a purchase from Aqua-Metric Company, for Sensus water meters and installation, as an exclusive authorized distributor of Sensus water meter products, for a not-to-exceed amount of \$400,000 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.
7. Approve a purchase from Equipment Controls Company, Inc. for gas meters and transmitters, as an exclusive authorized distributor of Sensus products, for a not-to-exceed amount of \$622,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve items 1 and 4 through 7.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

#### H. New Business

1. Discussion and possible action to schedule City Council Strategic Planning Workshop and Orientation.

As discussed, the following Strategic Planning Workshop dates were confirmed:

June 19, 2024, from 1 p.m. to 5 p.m.

June 20, 2024, from 8 a.m. to Noon

2. Discussion and possible action to approve the proposed changes to the Board, Commission, and Committee Appointment Process.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to approve Option B – 60 days.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

3. Elect Officers for the 2024 Tomball Legacy Fund, Inc. Board of Directors as Required under Sec. 4.02, Bylaws

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to appoint Paul Garcia and Lisa A. Covington to the Board of Directors of the Tomball Legacy Fund.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

4. Presentation of the Tomball Economic Development Corporation (TEDC) 2023-2024 Annual Report.
5. Approve the Tomball Economic Development Corporation (TEDC) 2024-2025 Strategic Work Plan.

Motion made by Council 1 Ford, Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

6. Adopt, on First Reading, Ordinance 2024-17, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18-Environment, Article IV.-Noise, by deleting Section 18-192.-Maximum sound levels and modifying Section 18-195.-Defenses; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to adopt, on First Reading, Ordinance No. 2024-17.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

7. 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. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee- Members of the Tomball Economic Development Corporation (TEDC) Board of Directors

Executive Session started: 8:01 p.m.

Executive Session ended: 9 p.m.

I. Adjournment

Motion made by Council 1 Ford, Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr.

Motion carried unanimously.

PASSED AND APPROVED this 17<sup>th</sup> day of June 2024.

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Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

---

Lori Klein Quinn  
Mayor

SHAPED BY CULTURE.  
DRIVEN BY COMMERCE.  
CONNECTED BY COMMUNITY.



## GET IN TOUCH

Phone

281-401-4086

Social Media

@tomballtxedc

Website

[www.tomballtxedc.org](http://www.tomballtxedc.org)

Address

29201 Quinn Road, Suite B  
Tomball, Texas 77375

CELEBRATING

30

YEARS



# ABOUT TOMBALL ECONOMIC DEVELOPMENT CORPORATION

The TEDC utilizes multiple tools to attract and retain businesses, such as developed infrastructure, tax incentives, and improvement grants. The Corporation collaborates with existing companies and local partners on key initiatives to address critical business and community needs.

Tomball's premier location and business-friendly mindset make it an ideal place for economic investment and ensures Tomball is a place where corporate industry and family-owned businesses prosper.

The Tomball Economic Development Corporation (TEDC) is governed by a seven-member Board of Directors appointed by Tomball City Council. Focused on attracting new businesses and industry, promoting business retention and expansion, and coordinating economic development efforts in Tomball, the TEDC strengthens the overall economic environment of Tomball and helps the community thrive through measured growth generating jobs, boosting revenue, and enhancing the quality of life in Tomball.

*The TEDC was formed in November 1994 as a Type B Corporation after the citizens of Tomball voted to pass a ½ cent sales tax dedicated to economic development.*

# BOARD OF DIRECTORS

	<b>Gretchen Fagan</b> PRESIDENT		<b>Chad Degges</b> VICE PRESIDENT		<b>William E. Sumner</b> SECRETARY
	<b>Richard Bruce</b> TREASURER		<b>Lisa Covington</b> BOARD MEMBER		<b>Jim Engelke</b> BOARD MEMBER
			<b>Brock Hendrickson</b> BOARD MEMBER		

*Since its founding in 1994, the TEDC Board of Directors has consisted of seven members appointed by Tomball City Council. Directors serve a two year term and may be reappointed by City Council at the end of each term.*

## 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.

# TEDC STAFF

	<b>Kelly Violette,</b> CEcD, PCED, AICP EXECUTIVE DIRECTOR		<b>Tiffani Wooten,</b> CEcD ASSISTANT DIRECTOR
	<b>Tori Gleason,</b> PCED ECONOMIC DEVELOPMENT COORDINATOR		<b>McKayley Dannelley</b> ADMINISTRATIVE ASSISTANT

# EXECUTIVE DIRECTOR'S MESSAGE

This year, Tomball Economic Development Corporation (TEDC) celebrates 30 years of smart, measured growth and economic progress for all in Tomball – success founded on collaboration. Collaborative efforts created hundreds of million in capital investment and thousands of new jobs in the last 30 years.

The 2023-2024 annual report showcases successes of the TEDC Board of Directors, TEDC staff, City of Tomball, and our economic and workforce development partners.

TEDC started the fiscal year with a sold out Business & Technology Park, a nationally recognized project. Weeks later we secured the 4.63-acre First Baptist Church property centered in Old Town Tomball for future development.

Throughout the year, we witnessed industrial development along Grand Parkway and Tomball Parkway and the emergence of large and small retail stores, shops, and e-commerce businesses – all creating jobs and expanding our economy.

We are working in partnership with the City of Tomball to implement the Livable Centers Downtown Plan. Together, we are creating a more inviting and accessible downtown with safer walkways and amenities. The first phase of the alleyway project is underway and will provide enhanced lighting, entryway features and stamped concrete to provide more appealing pedestrian connections for visitors and residents. The Old Town Tomball Business Alliance was established by the downtown merchants to promote the rich tapestry of activities and events within the heart of our city.

Workforce partners continue to prepare workers for careers. Tomball ISD students entered their first year of a P-TECH program to develop workers for emerging healthcare careers. The launch of the TEDC Summer Youth Employment Program will further drive career opportunities.

Collaboration with our partners ensures plans are in line with how businesses, residents and visitors want to enjoy Tomball. Working together, Tomball is prepared for the next 30 years!

Sincerely,  
 Kelly Violette, CEcD, PCED, AICP  
 Executive Director

*Kelly Violette*



*Kelly Violette was hired as Executive Director in 2011. Under her leadership, Tomball has recruited hundreds of projects leading to nearly \$500 million in capital investment and more than 5,000 jobs created. The creation and build out of Tomball Business & Technology Park highlights these efforts, with a diverse 815,000 square feet of development spanning the 99.5-acre park. Violette is a Certified Economic Developer (CEcD), Professional Community and Economic Developer (PCED), and Certified Planner (AICP).*

# STRATEGIC WORK PLAN

The 2023-2024 Strategic Work Plan detailed goals for the TEDC staff and board to achieve through collaboration with local businesses, strategic partners, and key stakeholders. Developed from the 2020-2024 Strategic Plan, the areas of focus were designed to maintain Tomball's robust economic success. Execution of the goals has created stronger business partnerships, new workforce initiatives, and a heightened demand for development in Tomball.

## BUSINESS RETENTION & EXPANSION (BRE)

Continually Engage and Assist in the Success of Tomball Businesses

## ATTRACTION AND RECRUITMENT

Recruit and Secure New Businesses and Industry Suitable for Tomball

## DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

Encourage Quality Investment in Tomball's Old Town

## EDUCATION AND WORKFORCE DEVELOPMENT

Partner With Local and Regional Education Institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and Local Industries to Further Develop Youth Workforce Programs and Workforce Initiatives

# OPERATING REVENUE

FY 2024 ADOPTED



# BUSINESSES IMPROVEMENT GRANTS (BIG)

2023-2024



**61**

660 SINCE 2010  
BUSINESSES ASSISTED



**\$259,539.16**

\$10,289,692.17 SINCE 2010  
PROPERTY IMPROVEMENTS



**\$322,880.85**

\$2,321,883.31 SINCE 2010  
LANDSCAPING IMPROVEMENTS



**\$288,858.81**

\$3,262,226.08 SINCE 2010  
FAÇADE IMPROVEMENTS



**\$172,607.78**

\$1,587,325.59 SINCE 2010  
SIGNAGE IMPROVEMENTS



**\$205,390.19**

\$1,152,945.05 SINCE 2010  
MEGA IMPROVEMENTS



**\$350,029.04**

\$3,663,275.75 SINCE 2010  
TEDC INVESTMENT



**\$1,249,276.79**

\$18,614,072.20 SINCE 2010  
TOTAL PROJECT CAPITAL INVESTMENT

The Livable Centers Downtown Plan was adopted in 2009 to preserve, promote, and enhance Old Town Tomball. The plan focuses on infrastructure improvements in Old Town Tomball to improve walkability and boost commerce. The plan details enhancements needed to improve Old Town, while maintaining the charm and character of the district.

## ALLEYWAY ENHANCEMENTS

Partnering with the City of Tomball, TEDC is redeveloping commercial alleyways throughout Old Town to foster a livable, walkable, and connected community. An amenities package funded by the TEDC will beautify the alleyways. These amenities include entry arch gateways; decorative string lights; masonry seat walls; lighted entry markers; planter pots, soil, flowers and drip irrigation; and lighting and electrical.

Phase 1 of the project is nearing completion. Enhanced lighting and larger outdoor spaces provide larger, more appealing areas for visitors and residents to gather, increasing Old Town's viability as a food, retail, and entertainment destination.



BEFORE - NORTH 100 BLOCK



CURRENT PROGRESS - NORTH 100 BLOCK



RENDERING - NORTH 100 BLOCK



THE WEIRD SISTER - BEFORE



THE WEIRD SISTER - AFTER

The Business Improvement Grant Program was created in 2010 to help commercial property owners and businesses make high-quality improvements in Tomball. TEDC has approved more than \$3.6 million in matching grant funds for projects totaling nearly \$19 million. During the past 12 months, 61 businesses have received BIG assistance leading to more than \$1.2 million in capital investment.

**ESTABLISHED 2011**

*Tomball Business & Technology Park was established in 2011 when TEDC purchased 99.5 acres, with the first project commencing in 2015.*

**AUGUST 2016**

*In 2016 GE Betz, Inc. purchased 5.5 acres to develop a 42,718 square foot state-of-the-art research and development facility that has since been sold to Veolia Water.*

**NOVEMBER 2018**

*In 2018 Dkota Investments, Inc. (Bimbo Bakeries) purchased 4 acres for a 20,402 square foot distribution facility.*

**JANUARY 2021**

*In 2021 CCJ Collaborations (Paradigm Brewing Company) purchased 4.65 acres to develop a 10,500 square foot brewery.*



**99.5** TOTAL ACRES  
**90 MILLION** PRIVATE CAPEX  
**815K** TOTAL SQUARE FEET  
**718+** JOBS CREATED

**JULY 2022**

*In 2022 West Woodland Business Park, LLC purchased 2.36 acres to develop a 27,375 square foot spec office warehouse space.*

**JULY 2015**

*In 2015 Packers Plus Energy Services (USA), Inc. purchased 17.36 acres to develop a 50,000 square foot US headquarters facility that has since been sold to ThisCar.*

**MAY 2018**

*In 2018 Nickson Industrial, Ltd. initially purchased 6.1 acres to develop a spec building and has since purchased an additional 12.45 acres and developed a total of 181,246 square feet of spec building space.*

**DECEMBER 2018**

*In 2018 Hoelscher Properties (Hoelscher Weatherstrip) purchased 16.78 acres to develop a 194,195 square foot headquarter distribution facility.*



**DECEMBER 2021**

*In 2021 KTB Properties, LLC (Techsico) purchased 2.52 acres to develop a 16,100 square foot corporate headquarters facility.*

**MARCH 2022**

*In 2022 Ralco Houston, Ltd. (Billiard Factory) purchased 4.70 acres to develop a 69,720 square foot corporate headquarters facility.*

**MAY 2023**

*In 2023 Christmas Interests, LLC (Metal Zinc Manufacturing & Walsh Albert) purchased 17.67 acres to develop an approximately 200,000 square foot office warehouse corporate headquarters facility.*

# TOMBALL BUSINESS & TECHNOLOGY PARK

2023 marked a milestone year for TEDC-owned Tomball Business & Technology Park, as the final available lot in the Park was sold. Tomball Business & Technology Park witnessed its first project in 2016 and has experienced tremendous growth ever since.

The 99.5-acre Park, a top 10 industrial park in the United States according to Business Facilities, is responsible for more than \$90 million in capital investment and the creation of more than 700 jobs. Nearly 815,000 square feet of development is spread throughout the Park, housing a diverse collection of domestic and international businesses.

Conveniently located near Grand Parkway and Tomball Parkway, the Park has thrived on location and its quick access to Tomball's amenities. The success of the Tomball Business & Technology Park has spurred industrial, commercial, and residential development in and around Tomball.

# OLD TOWN FACADE IMPROVEMENT GRANTS

The Old Town Facade Improvement Grant Program launched in 2020 to promote the renovation, rehabilitation, restoration, and enhancement of facades in Old Town Tomball.



**\$95,105.97**  
PROJECT TOTALS

\$1,236,052.96 SINCE 2020



**\$47,552.98**  
TEDC GRANT TOTALS

\$369,877.04 SINCE 2020

TEDC's strategic objective to encourage quality investment in Old Town Tomball has manifested via a successful Old Town Facade Improvement Grant (FIG) Program. Ten FIG projects have commenced since the program was initiated, generating more than \$1.2 million in capital investment in Tomball's cultural hub. TEDC has approved nearly \$370,000 in matching grant funds since 2020, including more than \$47,000 in 2023-24 alone to implement façade improvement projects in Old Town Tomball.



SYLVIA'S WOOD FIRE PIZZA GRANT RECIPIENT



SYLVIA'S KITCHEN

# PROJECT GRANTS

2023-2024

ECONOMIC DEVELOPMENT BY THE NUMBERS



**10**

PROJECTS



**485,980**

SQFT



**391**

JOBS CREATED



**50**

JOBS RELOCATED



**\$41,719,698**

CAPITAL INVESTMENT



**\$844,861**

TEDC INVESTMENT

Since 2006, the TEDC has approved 134 project grants totaling more than \$15 million to deliver economic growth in Tomball.

**PROJECTS:**

- THE GARZA AGENCY
- T & R HARMON, LLC DBA CRAVING KERNELS
- FIRST COMMUNITY CREDIT UNION
- IC STAR SOLAR (USA), LLC

- DELLA CASA PASTA
- LOMA HEALTH & WELLNESS, PLLC
- HEADQUARTERS TOO, LLC
- BILLIARD FACTORY
- WR TRANSFORMERS, INC.
- SYLVIA'S WOOD FIRE PIZZA, LLC

# GROW TOMBALL

Grow Tomball, an initiative launched by the TEDC to promote local businesses, continued its momentum in 2023-2024. As part of the TEDC's robust business retention and expansion (BRE) efforts, Grow Tomball shares the unique stories of Tomball businesses through written content, video testimonials, and podcasts.

The TEDC was honored by the International Economic Development Council (IEDC) with a 2023 Gold Excellence Award in the Multimedia/Video Promotion division for its "Success Stories" campaign showcasing Tomball businesses. The award was announced at IEDC's Annual Conference in Dallas.

The videos and articles feature Kinsley Armelle, Veolia Water Technologies, and Tejas Chocolate + Barbecue, highlighting their unique stories and reasons for calling Tomball home. TEDC is continuing the Grow Tomball efforts by authoring new success stories every quarter and incorporating video storytelling with select features.

Success Stories began in 2020 as an effort to highlight local businesses finding unique ways to succeed during the Covid-19 pandemic. Video was introduced to the campaign in 2022.



Kinsley Armelle Success Story



Veolia Success Story



Tejas Success Story

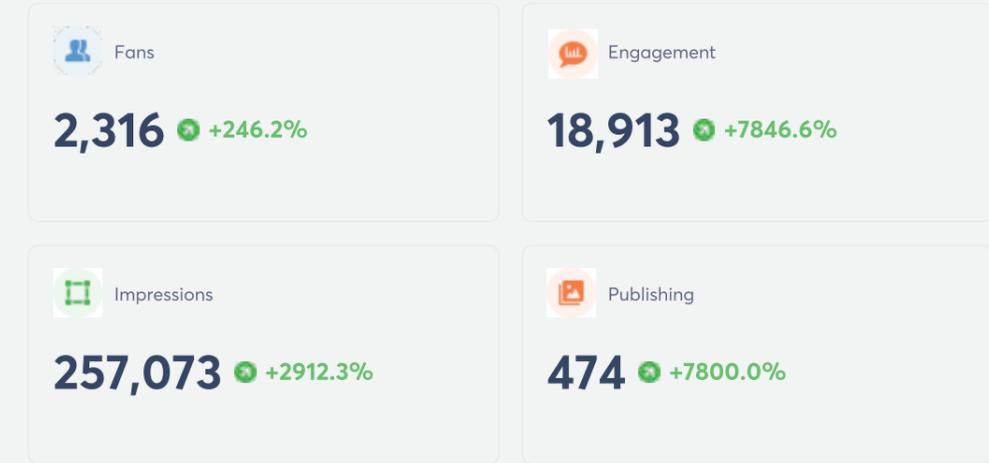
# THE IMPACT OF SOCIAL MEDIA

A goal outlined in the TEDC's 2023-2024 strategic work plan was to expand social media reach. Social media is one of the top ways to connect with constituents and stakeholders, therefore, an active and robust social media presence helps economic development efforts. At the direction of marketing partner Beefy Marketing, TEDC utilizes Facebook, X (formerly Twitter), Instagram and LinkedIn to amplify its message to reach new audiences.

Social media posts include infographics, photos, videos, statistics, links, tips, and testimonials to help drive traffic and increase engagement. Since May 2023, TEDC's social media channels have generated more than 274,245 impressions and 14,511 engagements. This represents a 99% increase from the twelve months prior.

The expanded awareness of the TEDC's efforts is leading to a more prominent message of economic success in Tomball. Social media helps us tell our story and we are doing that better than ever.

TEDC revamped its social media efforts in November 2022 leading to extensive increases in publishing, engagement, and followers.



Social Media	New fans/followers	Engagement	Impressions
Facebook Tomball Economic Development	266	15K	179K
Instagram Tomball Economic Development	363	2.4K	58K
LinkedIn Tomball Economic Development	159	1.8K	20K

# PROJECTS & DEVELOPMENTS



## Lone Star Development (Hufsmith-Kohrville Business Park)

Hufsmith-Kohrville Business Park, developed by Lone Star Development, is a 3.79-acre flex project that opened in March 2024. The 44,000 square-foot business park is designed to offer retail, warehouse, and office space. Retail will occupy 11,000 square feet with the remaining 33,000 square feet spread among 22 suites within three flex warehouse buildings.

Lone Star Development expects the project to create 135 new or relocated jobs and deliver more than \$7.4 million in capital investment. The company received a \$122,722 grant from the TEDC to assist with infrastructure costs.



## Church Holdings, Inc.

Houston-based Church Holdings, Inc. is developing Tomball Commerce Center, a 6.93-acre project located near the intersection of Hufsmith-Kohrville Road and Spell Road. The commerce center, which is being constructed in four phases, will consist of six buildings totaling more than 86,000 square feet.

The project is responsible for \$10.1 million in capital investment and is expected to create approximately 135 new jobs. Church Holdings received a \$426,639 incentive from TEDC.



## BCS Tomball Main, LLC

BCS Tomball Main, LLC is redeveloping property at the corner of Highway 249 and FM 2920 into a multi-use retail development. Phase I of the project, which covers 0.43-acres, has an estimated \$2 million capital investment and expects to create 38 jobs.

TEDC approved a \$123,094 grant to BCS Tomball Main to assist with infrastructure costs on Phase I. Salad and Go, occupying 783 square feet, will be located on the redeveloped site.



## Headquarters TOO, LLC (The Field- Retail Center)

Headquarters TOO, LLC, owners and developers of The Field, shared office space in Tomball, developed an adjacent retail center to attract commercial tenants. The 1.7-acre project offers 15,500 square feet of space constructed along Graham Drive, near the heart of Tomball.

The project expects to generate 74 new jobs and is responsible for \$3.1 million in capital investment. A \$102,459 infrastructure grant was approved by the TEDC.

## P-TECH PROGRAM LAUNCHED, RECOGNIZED

TEDC continues to evolve and initiate acclaimed workforce development programs that meet the growing needs of business and industry in Tomball. Completing its first year and already recognized with a Texas Economic Development Council Workforce Excellence Award, Tomball ISD's Pathways in Technology Early College High School (P-TECH) initiative focuses on developing skilled professionals to meet the high demand of healthcare related jobs.

Approved by the Texas Education Agency, the P-TECH program is a unique collaboration between industry partner HCA Houston Healthcare Tomball, Tomball ISD, and Lone Star College-Tomball. The TEDC worked closely with these partners to design and launch the program that is training its first class of 25 high school students and providing students immediate access to healthcare jobs upon graduation.



*The Tomball Economic Development Corporation (TEDC) has been at the forefront of workforce innovation since 2018, emphasizing strategic community partnerships to bolster local economic growth. With a commitment to fostering a skilled workforce, this innovative P-TECH program represents a pioneering approach in Texas, being the first concentrating on healthcare as a vital sector. This program is a testament to TEDC's broader agenda to nurture talent and create direct pathways to employment, setting a statewide example of workforce development that is responsive to industry trends and community needs.*

## SUMMER YOUTH PROGRAM

A strategic initiative of the TEDC, the Summer Youth Employment Program aims to enhance career awareness and readiness among young adults in Tomball. Offering paid summer employment across various industries, the program provides hands-on experience and exposure to real-world work environments.

Businesses within the City of Tomball can receive up to \$4,000 in grant funds to hire two summer interns over a seven-week period. Significantly, within the first few weeks of launch, a dozen businesses applied for nineteen of the twenty available internship spots.

This innovative initiative is complemented by ongoing TEDC workforce programs, including Teacher Externship Programs that integrate industry strategies into the classroom. Additionally, partnerships such as the new Teen Space with Lone Star College-Tomball, the Youth Job Board on the TEDC Website, and Career Fairs serve to introduce Tomball students to a wide array of career opportunities.



The Tomball EDC, educational institutions, local businesses, and community leaders, all play key roles in developing the talent pipeline. The TEDC invites you to scan the QR code to view the featured youth employment opportunities on our website as we work together to build and sustain a robust, well-trained, and highly skilled workforce.



## TEDC BRINGS HOME THREE IEDC AWARDS

The TEDC earned a gold and two silver awards from International Economic Development Council's (IEDC) Excellence in Economic Development program. TEDC received a prestigious Gold Excellence Award in the Multimedia/Video Promotion division for its "Success Stories" campaign showcasing Tomball businesses. A pair of Silver Excellence Awards were presented to TEDC in the categories of Annual Report and General Purpose Print Promotion. The awards were announced in September at IEDC's Annual Conference in Dallas.



TORI, TIFFANI, AND KELLY AT ANNUAL IEDC EVENT



TORI ACCEPTING IEDC AWARDS

## TEXAS EDC HONORS TOMBALL EDC ACCOMPLISHMENTS

The Tomball EDC was recognized for economic excellence by the Texas Economic Development Council in June for exceptional contribution to community workforce programs. The Workforce Excellence Award recognized Tomball Independent School District's P-TECH initiative focused on developing health professionals. Texas EDC also honored Tomball EDC as a recipient of its annual Economic Excellence Recognition at the 2024 Winter Conference in San Antonio. The Economic Excellence Recognition program acknowledges economic development organizations that meet a desired threshold of professionalism.



TORI, KARLA, TIFFANI + KELLY



KARLA + TIFFANI ACCEPT WORKFORCE AWARD

Over the years, the Tomball Economic Development Corporation (TEDC) has been distinguished with over 10 prestigious awards from the International Economic Development Council (IEDC) and has proudly received more than 20 accolades from the Texas Economic Development Council. These honors underscore the TEDC's unwavering commitment to excellence and their enduring success in driving impactful projects that stimulate economic growth and prosperity.

## PARTNER WITH US

The TEDC is eager to help existing Tomball businesses expand and new businesses locate in Tomball. You can access information on available properties, resources, incentives, and more by scanning the QR codes below.

For additional assistance and to learn what the TEDC can do for your business, please contact the TEDC staff at 281-401-4086.

### BUSINESS IMPROVEMENT GRANT

The Business Improvement Grant (BIG) is a grant program designed to help commercial property owners and businesses make high quality exterior improvements to buildings and property in Tomball.



### OLD TOWN FAÇADE IMPROVEMENT GRANT

The Old Town Façade Improvement Grant (FIG) program promotes economic development by offering economic incentives for renovation, rehabilitation, restoration, and enhancement of facades and structures in Old Town Tomball.



### AVAILABLE PROPERTIES

Utilize our property search tool to find the perfect home for your business. A wide range of sites and buildings, from retail to industrial, can be filtered and sorted to your desire. If you cannot find what you are looking for using the search tool, contact the TEDC staff for more property information.



### INCENTIVES

Tomball offers competitive incentive programs for existing companies looking to expand and new businesses looking to locate in the city. The City of Tomball has an attractive tax abatement program and the TEDC provides performance-based cash incentives for job creation, targeted infrastructure, and other improvements. The State of Texas also has programs for new and existing businesses.



### WORKFORCE

The TEDC has a strategic commitment to develop and maintain a talented workforce in Tomball. Working with business, education, and community partners, the TEDC provides opportunities to develop and attract premium talent to Tomball.



### TOMBALL JOB SEARCH

The Tomball EDC, through a unique partnership with LinkedIn, offers job seekers an easy way to search for jobs in Tomball. Job seekers can search by experience level or by industry. Click on the links below to begin your search today.



### E-NEWSLETTER

The TEDC keeps you updated on the latest happening around economic development in Tomball. Sign up for the TEDC's quarterly newsletter to learn about new projects, workforce development initiatives, and staff updates.



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

#### Topic:

Consider approval of an agreement by and among the City of Tomball, Tomball Tax Increment Reinvestment Zone No. 3, and the Tomball Business Improvement District No. 1 for the disbursement of tax increment funds in accordance with the Tomball Tax Increment Reinvestment Zone No. 3 Project and Finance Plans.

#### Background:

On December 6, 2021, the City Council adopted Ordinance No. 2021-39 establishing Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) for the purposes of dedicating incremental tax revenue from the designated area in support of eligible project costs and approved a Development Agreement with LIT Interchange 249 Business Park, LLC for the construction of certain public improvements. The City Council later approved the final Project and Finance Plan for TIRZ No. 3 in November 2023, which adopted the TIRZ eligible project costs.

Pursuant to those agreements, the City of Tomball authorized TIRZ revenues to be transferred to Tomball Business Improvement District No. 1 for eligible project costs or to pay debt service on obligations issued by the District to pay for eligible project costs.

This agreement sets the terms of that reimbursement by outlining the reimbursement procedures and processes by and between the TIRZ, the City, and the Business Improvement District. In general, all TIRZ revenue will be deposited into the City's TIRZ Special Revenue Fund as collected each year and will be disbursed based on the following priorities:

1. City administrative fees or costs, not to exceed 5% of each year's tax increment;
2. Amounts pledged or required for the payment of bonds issued by the District for eligible project costs;
3. Administrative costs of the District, related to the Zone;
4. Payments of other District obligations relating to the Zone.

This agreement requires the approval of both the TIRZ Board and the City Council.

**Origination:** City Manager's Office

#### Recommendation:

Staff recommends approval of the agreement.

**Party(ies) responsible for placing this item on agenda:** Jessica Rogers, Assistant City Manager

#### FUNDING (IF APPLICABLE)

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



**AGREEMENT BY AND AMONG  
THE CITY OF TOMBALL, TEXAS;  
TATAX INCREMENT REINVESTMENT ZONE NO. 3, CITY OF TOMBALL,  
TEXAS; AND  
TOMBALL BUSINESS IMPROVEMENT DISTRICT NO. 1**

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

**THIS AGREEMENT** (this “Agreement”), effective as of \_\_\_\_\_, 2024, is made by and between the **CITY OF TOMBALL, TEXAS**, a general law city in the State of Texas (the “City”); **TAX INCREMENT REINVESTMENT ZONE NUMBER 3, CITY OF TOMBALL, TEXAS**, a reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code (the “Zone”); and the **TOMBALL BUSINESS IMPROVEMENT DISTRICT NO. 1**, a municipal management district and political subdivision of the State of Texas (the “District”).

**RECITALS**

**WHEREAS**, by Ordinance No. 2021-39 (the “Designation Ordinance”), the City created the Zone pursuant to Chapter 311, Texas Tax Code (the “TIRZ Act”); and

**WHEREAS**, the Board of Directors of the Zone (“Zone Board”) and the city council of the City has each approved and adopted a Project Plan and a Reinvestment Zone Financing Plan, for the Zone; and

**WHEREAS**, by Resolution No. 2021-44, the City has consented to the creation of the District for the purpose of designing, constructing and financing certain public infrastructure and related functions and activities; and

**WHEREAS**, the City and the Zone Board have determined that, pursuant to Sec. 311.010(f), Texas Tax Code, it will be advisable to have the District assist the Zone Board in the implementation of the Project Plan and the Reinvestment Zone Financing Plan and provide the other services set forth in this Agreement, including the construction of improvements and the issuance of its bonds to facilitate the Plan;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the City, the Zone and the District agree as follows:

**I.  
DEFINITIONS**

Definitions. The terms "Agreement," "District," "City," "Zone," and "Zone Board," have the meanings set forth in the preamble hereof, and the following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

"Captured Appraised Value" shall mean the total appraised value of property in the Zone as of January 1 of any year less the Tax Increment Base of the Zone, all as defined in the TIRZ Act.

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

"City Manager" shall mean the city manager of the City, or such person as he or she shall designate.

"County" shall mean Harris County, Texas.

"Developer" shall mean a person who is developing, or proposes to develop, a TIRZ Project within the Zone and may include natural persons, private entities, public or private not-for-profit corporations, the City, a school district, a hospital, Harris County, the State of Texas, any other governmental bodies, or any other kind of person.

"Development Financing Agreement" shall mean an agreement between the District and a Developer relating to the development, construction, remodeling, or rehabilitation of a TIRZ Project.

"Financing Plan" shall mean the reinvestment zone financing plan for the Zone as amended from time to time pursuant to the TIRZ Act, as adopted by the Zone Board and approved by the City Council.

"District Obligations" shall mean the notes, bonds, or other contractual obligations that the District may incur from time to time pursuant to **Article III** hereof and includes, without limitation, Development Financing Agreements.

“Project Cost” shall mean those costs of public works and improvements and other costs for which payment can be made pursuant to the TIRZ Act that are identified in the TIRZ Plan.

“Project Plan” shall mean the project plan for the Zone as it may be amended from time to time pursuant to the terms of the TIRZ Act, as adopted by the Zone Board and approved by the City Council.

“Projects” shall mean any project for which moneys in the Tax Increment Fund can be used pursuant to the TIRZ Act and which has been approved in the TIRZ Plan.

“Tax Increment” shall mean the amount of property taxes collected each year by each Taxing Unit participating in the Zone (to the extent of their participation) on the Captured Appraised Value. The City’s Tax Increment participation rate is 75% of the property taxes collected each year on the Captured Appraised Value as set forth in the Designation Ordinance.

“Tax Increment Base” shall mean the total appraised value of all real property taxable by the City and located in the Zone as of January 1, 2021, the year in which the Zone was effective and designated as a reinvestment zone, plus the total appraised value of all real property taxable by the City and the other Taxing Units participating in the Zone and annexed to the Zone determined as of January 1 of the year in which any future area is annexed to the Zone.

“Tax Increment Fund” shall mean the Tax Increment Fund created by the City for the Zone into which all Tax Increments shall be deposited by the City.

“Taxing Unit” shall mean the City and any other Taxing Unit that participates in the TIRZ.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ Revenue” shall mean the Tax Increments paid by the City to the District pursuant to this Agreement.

“TIRZ Revenue Bonds” shall mean the bonds of the District secured and payable in whole or in part from a pledge of the TIRZ Revenue.

“TIRZ Plan” shall mean the Project Plan and the Financing Plan.

## II. SCOPE OF SERVICES BY DISTRICT

To the extent of available funds in the Tax Increment Fund (as further described in Article IV below) and subject to the limitations of this Agreement, the District shall assist the City by implementing the TIRZ Plan with respect to the District, including the financing and construction of the Projects and carrying out such other services related to the TIRZ as may be requested by the City Manager. Such services may include, without limitation, management and administration of the Zone, assistance with the enlargement of the Zone and amendments to the TIRZ Plan, preparation of tax rolls and documentation and coordination with other taxing units, construction and monitoring of infrastructure projects, purchase of equipment and supplies, and buying and selling real property as necessary to implement the Plans and as permitted by the TIRZ Act. The District may provide the services required by this Agreement through staff, subcontractors, and consultants. Actions of the District with respect to the Zone carried out prior to the date of this Agreement are hereby ratified and approved.

## III. POWERS OF THE DISTRICT

A. General Statement. The District has the authority to enter into District Obligations with Developers and enter into contracts with consultants and others to be paid from TIRZ Revenue pursuant to this Agreement, and further, the District may issue TIRZ Revenue Bonds; provided that nothing in this Agreement shall be construed to authorize the District to expend any of the TIRZ Revenue received pursuant to this Agreement for any costs other than Project Costs.

B. Power to Incur District Obligations. Subject to the provisions of this Article, the District shall have the power from time to time to issue and incur District Obligations and enter into contracts with consultants upon such terms and conditions as the District Board shall determine to be necessary or desirable to implement the TIRZ Plan. The District Obligations may be in the form of a Development Financing Agreement with the Developer who agrees to construct improvements or other facilities included in the TIRZ Plan in exchange for the obligation of the District to repay the Developer for such costs from Bond proceeds and future payments made by the City and the Zone to the District pursuant to this Agreement.

C. Approval of Bonds and Other Obligations. Provided that the District is in compliance with the terms and conditions of this Agreement, the District may issue TIRZ Revenue Bonds. Prior to the issuance of TIRZ Revenue Bonds, the District shall provide to the City documentation that such bonds are being issued

in compliance with the Finance Plan and list of approved projects. The approval by the City Council of the District's issuance TIRZ Revenue Bonds, which approval shall not be unreasonably withheld, conditioned or delayed, shall be delegated to the City Manager. TIRZ Revenue Bonds shall be deemed approved by the City after the expiration of 30 days from the submission of a District written request for approval to the City, unless the City objects in writing and absolves the District's failure to comply with the terms or conditions of this Agreement.

D. Use of Tax Increments. The District Tax Increment shall be applied in the following order of priority (i) City administrative costs, fees or services related to the administration of the Zone, in an amount not to exceed 5% of each year's Tax Increment; (ii) amounts pledged or required for the payment of outstanding TIRZ Revenue Bonds, including TIRZ Revenue Bonds in the process of issuance and refunding TIRZ Revenue Bonds, (iii) administrative costs of the District relating to the Zone, and (iv) payments of other District Obligations relating to the Zone.

E. Pledge of Revenue Fund. The District may pledge and assign all or a part of the Tax Increment to the owners and holders of TIRZ Revenue Bonds and to Developers pursuant to a Development Financing Agreement for Projects. Subject to paragraph C above, the Zone and the City consents to any assignment and pledge consistent with this Agreement and approves the terms and conditions of the instruments assigning or pledging the proceeds to be received by the District pursuant to this Agreement, as may have been previously or hereinafter entered into.

#### IV. DUTIES AND RESPONSIBILITIES OF THE CITY AND THE ZONE

A. Tax Increment Fund. The City has established and will maintain a separate Tax Increment Fund in the City treasury into which Tax Increments attributable to the Zone shall be deposited. During the term of this Agreement, Tax Increments shall be paid to the District from the Tax Increment Fund as herein provided.

B. Collection and Payment of Tax Increments by the City and the Zone. In consideration of the services and Projects to be provided by the District, the City and the Zone covenant and agree that they will, as authorized under the TIRZ Act and other applicable laws, continuously collect the Tax Increments from the Taxing Units whose participation in the Zone is reflected in the TIRZ Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. To the extent the City and the Zone may legally do so, the City

and the Zone also covenant and agree that they will not permit a reduction in the Tax Increments paid by the Taxing Units except to the extent provided in the agreement with the Taxing Unit executed at the time the Taxing Unit agrees to participate in the Zone. In addition, the City covenants and agrees that it will not dissolve the District and that any repeal of the right and power to collect the Tax Increments will not be effective until all the TIRZ Revenue Bonds or other District Obligations have been paid in full or until they are legally defeased; provided, however, that no TIRZ Revenue Bonds, shall be issued with a maturity date later than December 31, 2052 . The City and the Zone further covenant and agree that they will make all payments as set forth in **Article V** below, without counterclaim or offset, minus any amount retained pursuant to the provisions set forth in **Article V** below. All such payments shall be in full compliance with the adopted Project/Finance Plan.

C. Limitation of Source of Payment. The City and the Zone shall have no financial obligation to the District other than as provided in this Agreement or in other agreements between the City, the Zone and the District. **THE OBLIGATION OF THE CITY AND THE ZONE TO THE DISTRICT UNDER THIS AGREEMENT IS LIMITED TO THE TAX INCREMENTS THAT ARE ACTUALLY COLLECTED BY THE CITY. THIS AGREEMENT SHALL CREATE NO OBLIGATION ON THE CITY OR THE ZONE THAT IS PAYABLE FROM TAXES OR OTHER MONEYS OF THE CITY OTHER THAN THE TAX INCREMENTS THAT ARE ACTUALLY COLLECTED BY THE CITY.** The obligation of the City and the Zone to the District under this Agreement shall be subject to the rights of any of the holders of TIRZ Revenue Bonds or other obligations that have heretofore or are hereafter issued by the City, the County, the District, and any other Taxing Units that are payable from or secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City, the County, and the other Taxing Units.

D. Obligations of City and the Zone to be Absolute. The obligation of the City and the Zone to make the payments set forth in this Agreement shall be absolute and unconditional, and until such time as this Agreement, TIRZ Revenue Bonds, and the contractual obligations of the District incurred pursuant to this Agreement have been fully paid or provision for payment thereof shall have been made in accordance with their terms (or, with respect to the Tax Increments, the date of expiration of the Zone, if earlier), the City and the Zone will not suspend or discontinue any payments provided for in this Agreement and will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the failure of the District to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement except as provided in **Article XVII**. Nothing contained in this section shall be construed to release the District from

performance of any of the agreements on its part contained in this Agreement, and in the event the District shall fail to perform any such agreement on its part, the City may institute such action against the District as the City may deem necessary to compel performance so long as this action does not abrogate the obligations of the City and the Zone to make the payments set forth in this Agreement to pay the TIRZ Revenue Bonds or to meet its District Obligations to Developers.

**V.  
CITY PAYMENT TO DISTRICT**

The City, on behalf of itself and the Zone, will pay the District, not later than the first business day of each calendar quarter during the term of this Agreement, all monies then available in the Tax Increment Fund, subject to the retention by the City of an amount equal to the City's direct administrative costs connected with the Zone and as provided in the TIRZ Plan, not to annually exceed five percent (5%) of each year's annual Tax Increment Revenue. The District shall deposit the payments received pursuant to this Section into a separate District account and use the monies in the such account for payment of its TIRZ-related costs, its obligations to the holders of its TIRZ Revenue Bonds, its obligations to Developers pursuant to a Development Financing Agreement, or its other contractual obligations. Tax Increment revenues not received by the City in any particular calendar year after payment to the District will be held by the City and included in the following year's payment. Likewise, any reduction in Tax Increment revenues realized in any particular year as a result of property value reductions in the Zone will be deducted in the following year's payment. The obligation to make these payments shall survive a termination of this Agreement as provided by **Article XVII** hereof.

**VI.  
ACCOUNTING AND AUDITS**

A. Accounts, records, and accounting reports. The District will maintain books of records and accounts in which full, true, and proper entries will be made on all dealings, transactions, business, and matters that in any way affect or pertain to the operation of the Zone, and the allocation and application of funds provided hereunder. All such records shall be maintained in accordance with accounting generally accepted principles and shall be clearly identified and readily accessible. The District shall provide free access to the books and records at all times to the City and the Zone or their representatives and shall permit them to examine and audit the same and make copies thereof. The District shall further allow the City and the Zone and their representatives to make inspections of all work data, documents, proceedings, and activities related to this Agreement. Such

right of access and audit shall continue for a period of three years from the date of final payment under this Agreement.

B. Audit. At the end of the District's fiscal year (beginning with the fiscal year or fraction thereof during which this Agreement is executed), the District will have an audit prepared by an independent Certified Public Accountant for that fiscal year that shall be submitted to the District, the Zone and the City. The District shall furnish copies of the audit to the City Manager and the Zone Board within 135 days after the end of the District's fiscal year.

C. District Depository. Any moneys received from investing and reinvesting the moneys paid by the City and the Zone to the District shall remain in the same account as the TIRZ Revenue until used by the District for one of the purposes permitted by this Agreement and may be commingled with other moneys of the District; provided that these funds shall be accounted for separately. Such funds shall be invested and reinvested by the District only in investments that would be eligible for investment by the City pursuant to the provisions of the Public Funds Investment Act (Chapter 2256, Texas Government Code). Such funds will be secured by the depository bank in the same manner as City funds are required to be secured at the City depository and in accordance with applicable law and City procedures.

**VII.  
RIGHT OF OWNERSHIP  
CONVEYANCE OF THE PROJECT**

Upon request of the City, the District agrees to execute and deliver such instruments as the City shall reasonably request to convey to the City the legal title to and the beneficial possession and use of the completed portions of the Project. All Projects purchased by or constructed by or on behalf of the District which are not conveyed to the City shall be maintained by the District throughout the term of this Agreement and the District may lease, sell or otherwise dispose of such property upon such terms and conditions as the City and the Zone deems desirable; provided that, pursuant to a Development Financing Agreement with a Developer constructing Projects, title to such improvements may remain with such Developer until reimbursed by the District.

On the date of conveyance of any portion of the Project, the District shall assign to the City its right to all warranties and guarantees which may have been made by a seller, contractor, subcontractor, materialman, supplier, engineer or architect as to the portion of the Project being conveyed. Upon termination of this Agreement and dissolution of the District and the Zone, title to all property funded with revenues from the Tax Increment Fund not previously conveyed to the City shall immediately vest in the City without the need for further action on the part of the City.

**VIII.  
PERSONAL LIABILITY OF PUBLIC OFFICIALS**

To the extent permitted by State law, no director of the District, nor any employee or agent of the District, no director of the Zone, nor any employee or agent of the Zone, and no employee of the City, nor any agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement, or operations of the District under the terms of this Agreement.

**IX.  
CITY AND ZONE NOT LIABLE FOR DELAY**

It is expressly agreed that in no event shall the City or the Zone be liable or responsible to the District or any other person for or on account of, any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City or the Zone has no control.

**X.  
INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that the District shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City or the Zone; that except as herein provided, the District shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between the City or the Zone and the District, its officers, agents, employees, contractors, and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City or the Zone and the District. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant, or employee of the City or the Zone.

**XI.  
INSURANCE**

The District shall obtain and maintain insurance coverage continuously during the term of this Agreement, and the District shall contract with each contractor engaged by it hereunder to maintain (and cause each of its subcontractors to maintain) insurance coverage during the term of its contract, in substance and amount as may be agreed upon by the District and the Contractor.

**XII.  
ADDRESS AND NOTICE**

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

TOMBALL BUSINESS IMPROVEMENT DISTRICT NO. 1  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Jessica B. Holoubek

CITY OF TOMBALL, TEXAS  
401 Market Street

Tomball, Texas 77375  
Attn: City Manager

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the District, the Zone, or the City, as the case may be.

**XIV.  
APPLICABLE LAWS**

This Agreement is made subject to the Constitution and laws of the State of Texas and the Charter of the City.

**XV.  
CAPTIONS**

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any article, section, or part of this Agreement.

**XVI.  
SUCCESSORS AND ASSIGNS**

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 hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of the City, of the Zone or of the District.

**XVII.  
TERM AND TERMINATION, DISSOLUTION OF District**

A. In general. This Agreement shall become effective, and its initial term shall begin, on the date first set forth above, and end upon the termination of the Zone.

B. Termination for cause. A party may terminate its performance under this Agreement only upon default by the other party. Default by a party

shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its duties under this Agreement as of the 90th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (i) such termination shall be ineffective if within said 90-day period the defaulting party cures the default, or (ii) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default. No termination of this Agreement will affect the obligation of the City and the Zone to pay an amount that will permit the District to pay its TIRZ Revenue Bonds or other District Obligations issued or incurred pursuant to and consistent with this Agreement prior to termination.

C. Dissolution of District. The City agrees not to dissolve the District or the Zone unless it makes satisfactory arrangements to provide for the payments of the District's TIRZ Revenue Bonds or other District Obligations incurred prior to the District's dissolution.

### **XVIII. AMENDMENT OR MODIFICATIONS**

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

[EXECUTION PAGES FOLLOW]

IN TESTIMONY OF WHICH this instrument has been executed on behalf of the District, the Zone and the City effective as of the date first above written.

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_

ATTEST/SEAL:

\_\_\_\_\_

City Secretary

**TOMBALL BUSINESS IMPROVEMENT DISTRICT NO. 1**

\_\_\_\_\_

President, Board of Directors

ATTEST:

\_\_\_\_\_

Secretary, Board of Directors

**TAX INCREMENT REINVESTMENT ZONE NO. 3,  
CITY OF TOMBALL, TEXAS**

\_\_\_\_\_

Chairman, Board of Directors

ATTEST:

\_\_\_\_\_

Secretary, Board of Directors

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

#### Topic:

Approve request from Greater Tomball Area Chamber of Commerce for City Support and In-Kind Services for the 52<sup>nd</sup> annual Tomball Night on Market St and around downtown Tomball, on Friday, August 2, 2024.

#### Background:

The Greater Tomball Area Chamber of Commerce is requesting help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past several years. This year we are planning to add a Health and Wellness Fair to the festivities. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

GTACC is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician. Event Information:

Street closures for the following streets on Friday night only from Noon until 11:00 p.m.

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

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

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

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

We would like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO would take place from 4:00 pm to 8:00 pm. The Chamber's committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events.

**Origination:** Greater Tomball Area Chamber of Commerce

#### Recommendation:

N/A

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

Chrislord Templonuevo, Director of Marketing

**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



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

May 30, 2024

City of Tomball  
401 MARKET ST  
TOMBALL TX 77375

**Account Information:**

<b>Policy Holder Details :</b>	<b>GREATER TOMBALL AREA CHAMBE OF COMMERCE</b>
--------------------------------	--



**Contact Us**

**Need Help?**

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2024

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

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

<b>PRODUCER</b> TWFG INSURANCE SERVICES LLC 61615616 30310 TOMBALL PARKWAY TOMBALL TX 77375	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (832) 559-1595 (A/C, No, Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Lloyd's Insurance Company	NAIC# 38253
<b>INSURED</b> GREATER TOMBALL AREA CHAMBE OF COMMERCE 292201 QUINN STEB TOMBALL TX 77375	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		61 SBA BK0568	12/20/2023	12/20/2024	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$300,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61 SBA BK0568	12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			61 SBA BK0568	12/20/2023	12/20/2024	Each Claim Limit	\$5,000
							Aggregate Limit	\$5,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

### CERTIFICATE HOLDER

### CANCELLATION

City of Tomball  
401 MARKET ST  
TOMBALL TX 77375

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Tomball, Tx, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including FM 2920, in Harris, County; and

**WHEREAS**, the local government has requested the temporary closure of FM 2920 (from Business St 249 to FM 2978) for the purpose of Tomball Night, from 8:45pm to 9:45pm as described in the attached "**Exhibit A**," hereinafter identified as the "**Event**;" and

**WHEREAS**, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the 3<sup>rd</sup> day of July, 2023, the Tomball City Council passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and the maximum

duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

**Article 2. EVENT DESCRIPTION**

*{Give a physical description of the annual event and when it will be held, the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a **location map** and identified as “**Exhibit C.**”}*

**Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local

government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

Agreement No. \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.  
**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<b>Local Government:</b>	<b>State:</b>
<p><i>City of Tomball</i> _____ <i>Attn: City Manager</i> _____ <i>401 Market St.</i> _____ <i>Tomball, TX 77375</i> _____</p>	<p>Texas Department of Transportation Eliza C. Paul, P. E. District Engineer Houston District P.O. BOX 1386 Houston, Texas 77251-1386</p>

Agreement No. \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

**THE CITY OF** Tomball

Executed on behalf of the local government by:

By [Signature] Date 06/29/23  
City Official

Typed or Printed Name and Title Jessica Rogers  
Assistant City Manager

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

Agreement No. \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

**Exhibit A**  
**“Event”**

Agreement No. \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

**Exhibit B**  
**Resolution / Ordinance**

Agreement No. \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

## Exhibit C LOCATION MAP



# City of Tomball

*Lori Klein Quinn*  
*Mayor*

*David Esquivel, P.E.*  
*City Manager*

June 26, 2023

Texas Department of Transportation, Houston District  
Attn: James Keener & Michael Burns  
P. O. Box 1386  
Houston, TX 77251-1386

RE: 2023 Annual Tomball Night – City of Tomball, Texas

Dear Mr. Keener and Mr. Burns:

On behalf of the Greater Tomball Area Chamber of Commerce, the City of Tomball respectfully requests permission from the Texas Department of Transportation to allow the temporary closure of FM 2920 (Main Street), with a rolling barricade, from Business SH 249 to FM 2978 on Friday, August 4, 2023, from 8:45 p.m. until 9:45 p.m., for the safe conduct of the parade participants.

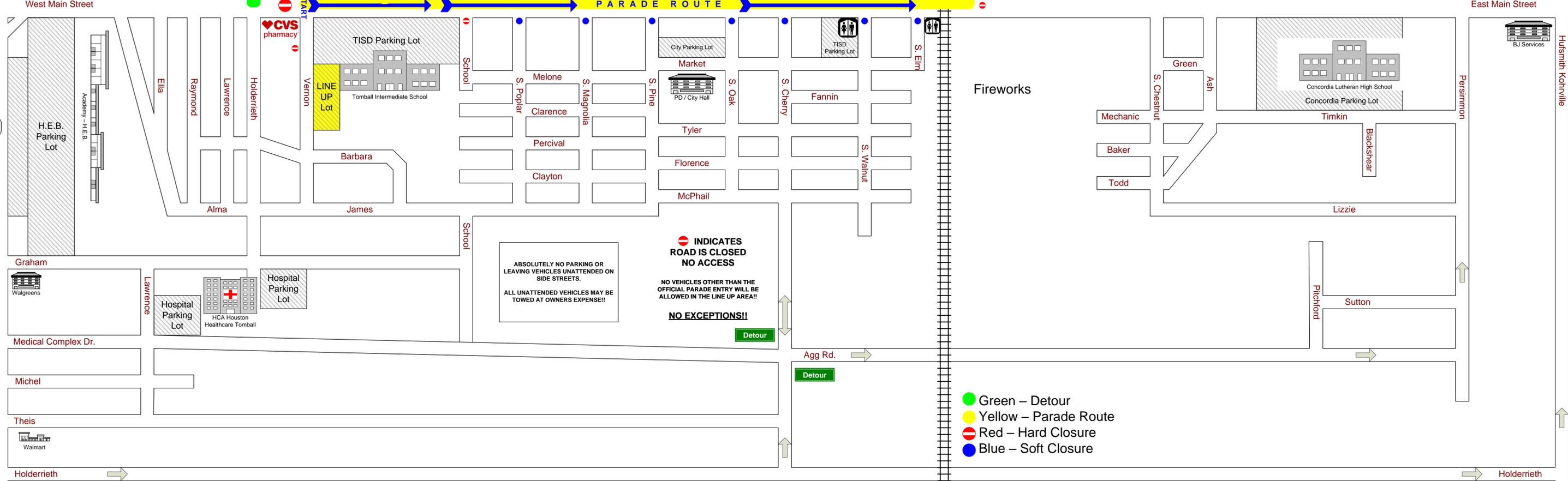
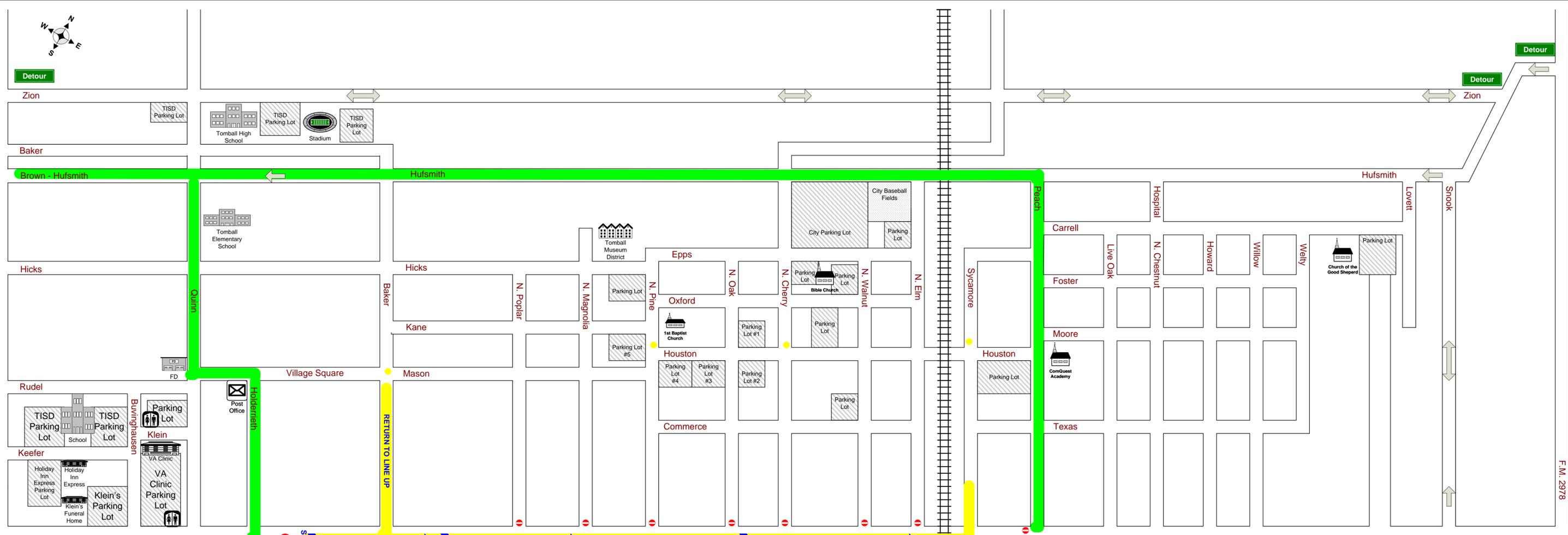
The Tomball City Council has authorized the use of Tomball Police, Fire and Public Works personnel for traffic and safety control; a map of the route is included as Exhibit C of the Agreement for the Temporary Closure of State Right of Way.

A copy of this Letter of Intent from the City of Tomball, on behalf of the Greater Tomball Area Chamber of Commerce, is included as an exhibit for the Agreement.

The City and Greater Tomball Area Chamber of Commerce await your decision at your earliest convenience. Please contact me at (281) 290-1415 or via email at [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov) if you have any questions or need additional information.

Sincerely,

Jessica Rogers  
Assistant City Manager



**ABSOLUTELY NO PARKING OR LEAVING VEHICLES UNATTENDED ON SIDE STREETS. ALL UNATTENDED VEHICLES MAY BE TOWED AT OWNERS EXPENSE!!**

**INDICATES ROAD IS CLOSED NO ACCESS**  
**NO VEHICLES OTHER THAN THE OFFICIAL PARADE ENTRY WILL BE ALLOWED IN THE LINE UP AREA!!**  
**NO EXCEPTIONS!!**

- Green – Detour
- Yellow – Parade Route
- ⊘ Red – Hard Closure
- Blue – Soft Closure



May 30, 2024

City of Tomball  
401 Market Street  
Tomball, Texas 77375

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

Dear David,

We are anticipating a fabulous 52<sup>nd</sup> Annual **Tomball Night**, Friday, August 2, 2024 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past several years. This year we are planning to add a Health and Wellness Fair to the festivities. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

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

To insure the safety of the many visitors that will be in Tomball on Friday, August 2, 2024 and the multiple number of vendors we are expecting, we are asking for street closures for the following streets on Friday night only from

12:00 p.m. until 11:00 p.m.

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

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

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

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

Finally, we would like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO would take place from 4pm to 8pm. The Chamber’s committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events. Any proceeds received from the Health & Wellness EXPO will go to the Chamber to continue its mission.

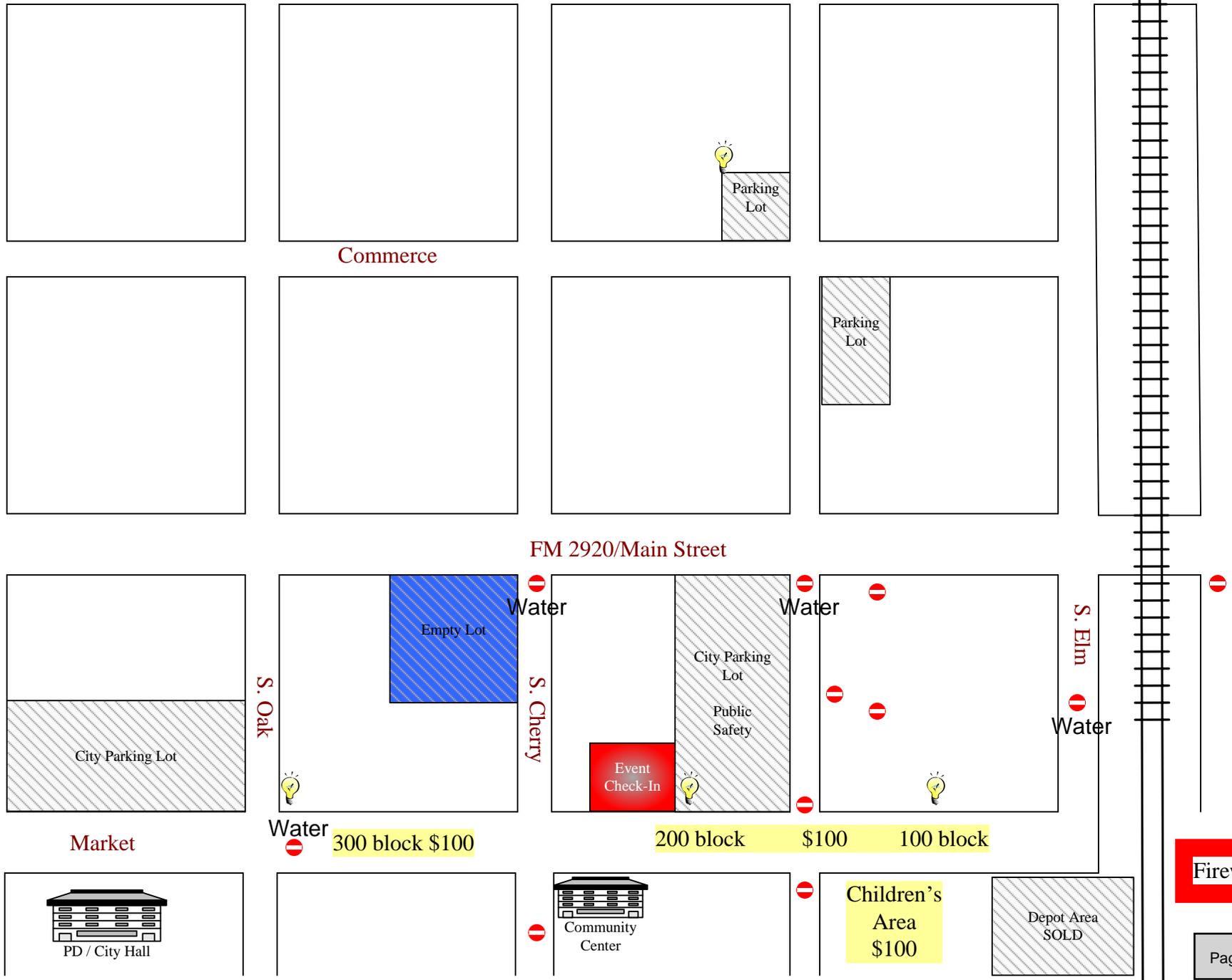
We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Hillegeist". The signature is fluid and cursive, with a large initial "B" and "H".

Bruce Hillegeist  
President

# Tomball Night Downtown



**Fireworks**

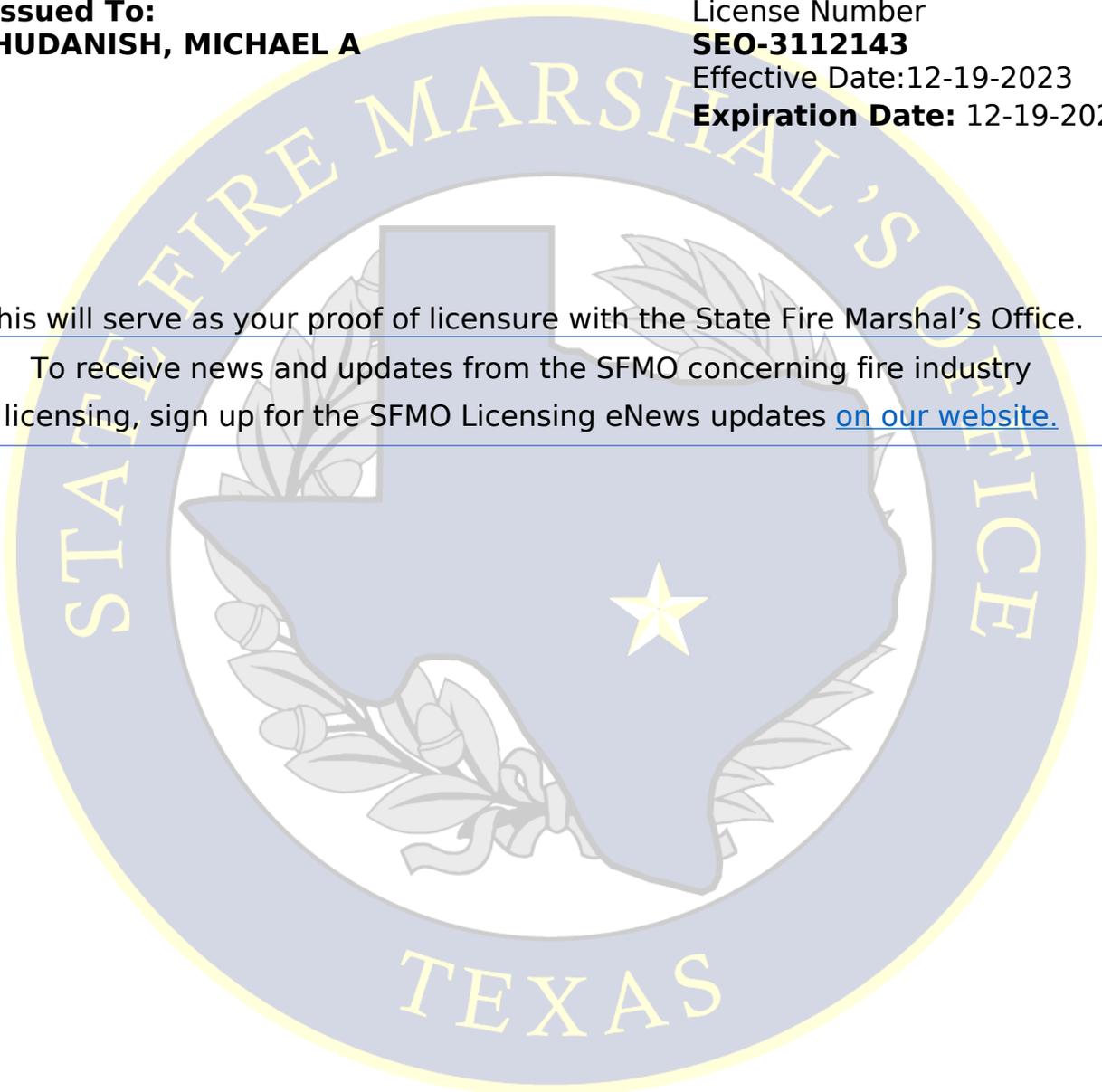
**FIREWORKS SPECIAL EFFECTS OPERATOR'S LICENSE  
TEXAS DEPARTMENT OF INSURANCE  
STATE FIRE MARSHAL'S OFFICE**

**Issued To:  
HUDANISH, MICHAEL A**

License Number  
**SEO-3112143**  
Effective Date:12-19-2023  
**Expiration Date: 12-19-2024**

This will serve as your proof of licensure with the State Fire Marshal's Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)





# SPECIAL EVENT GUIDELINES & APPLICATION

CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

**INTRODUCTION:** 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 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.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Marketing & Tourism Manager

401 Market Street

Tomball, Texas 77375

281-290-1035 | Email – [ctemplonuevo@tomballtx.gov](mailto:ctemplonuevo@tomballtx.gov)



# SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | 281-351-5484

An application to stage an event within the City of Tomball shall be filed with the Marketing & Tourism Manager 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.

Date: 05/30/2024 Is this event Co-City sponsored? Yes X No     

Request for permission to use a public venue for the following type of event (please check one):

Festival X Community Event      Arts & Crafts Event      Music Event      Other (specify)     

1. Event title: Tomball Night

2. Sponsoring entity: Greater Tomball Area Chamber of Commerce

3. Is this organization based in Tomball: Yes X No      We are a 501 (c) (6)

4. Is this organization *non-profit* X or *for-profit*      \*Attach 501 (c) (3) tax exemption if applicable

5. Contact: Brandy Beyer Phone: 281.351.7222

6. Contact address: 29201 Quinn Road, Suite B, Tomball, TX 77375

7. Contact email: bbeyer@tomballchamber.org

8. Event date: August 2, 2024

9. Event times: Start 5pm Finish 10:30pm Set-up Noon Breakdown 11:30

10. Is this event for charity? Yes X No     

11. If yes, what charity? Greater Tomball Area Chamber of Commerce Tax ID 74-1495125

12. If yes, what percentage of net proceeds will be donated to the charity? 100%

13. On-site contact: Brandy Beyer Mobile #: 713.594.3449

14. Estimated number of attendees: 10,000

15. Detailed site map in attached: Yes X No     

16. Is this event open to the public: Yes X No     

17. Admission fee: \$      Free X

18. Time at which event staff will begin to arrive: 8am

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 BB

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial BB

21. Name of insurance carrier: Higginbotham Insurance Agency

Signature: Brandy Beyer

FOR OFFICIAL USE - Fee required: Yes      No      Amount Due: \$

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Approve Resolution No. 2024-26, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 52<sup>nd</sup> annual Tomball Night event parade, to be held in Tomball, on Friday, August 2, 2024.

**Background:**

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 52<sup>nd</sup> Annual Tomball Night and Parade, to be held on Friday, August 2, 2024. The estimated number of attendees is 10,000 visitors.

GTACC is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician. Event Information:

Street closures for the following streets on Friday night only from Noon until 11:00 p.m.

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

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

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

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

We would like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO would take place from 4:00 pm to 8:00 pm. The Chamber’s committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events. Any proceeds received from the Health and Wellness EXPO will go to the Chamber to continue its mission.

This project aligns with the City's Strategic Plan goals of building our economy through partnerships with tourism and marketing organizations, such as the GTACC.

**Origination:** David Esquivel, City Manager

**Recommendation:** N/A

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

Chrislord Templonuevo, Director of  
Marketing \_\_\_\_\_

**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 \_\_\_\_\_  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date

**RESOLUTION NO. 2024-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, SUPPORTING THE 52<sup>nd</sup> ANNUAL TOMBALL NIGHT EVENT PARADE, TO BE HELD IN TOMBALL ON FRIDAY, AUGUST 2, 2024.**

\* \* \* \* \*

**WHEREAS** the Greater Tomball Area Chamber of Commerce will present the 52<sup>nd</sup> *Annual Tomball Night* event on Friday, August 2, 2024, beginning at 5 p.m., including a Health and Wellness Expo and “Cool Zone” in the Tomball Community Center, and ending with a night parade and fireworks display under the direction of Illumination Fireworks’ highly trained and licensed pyrotechnicians; and

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

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

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

**WHEREAS** the Greater Tomball Area Chamber of Commerce desires and requests the support and endorsement of the City of Tomball in this city-wide effort, through the assistance of the Tomball Fire, Tomball Police, and Tomball Public Works Department personnel; furnishings of electrical service; and the closure of the following streets on Friday night only:

\*From Noon until 11 p.m., the 100, 200, and 300 blocks of Market Street and the 100 block of South Elm Street; and

\*From Noon until 11 p.m., South Walnut Street, between Market and Main Street, and Sycamore Street, from Main Street South; and

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

**WHEREAS** the Chamber also request the use of the Tomball Community Center, both as a “Cool Zone” to offset some of the heat-related issues of past years and for the annual Health and Wellness Expo, to be held from 4 p.m. to 8 p.m., and requests waiver of the rental fee.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the 52<sup>nd</sup> *Annual Tomball Night* event as described above and pledges to encourage this effort to showcase Tomball.

**PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 17<sup>TH</sup> DAY OF JUNE 2024.**

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LORI KLEIN QUINN, Mayor

ATTEST:

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TRACYLYNN GARCIA, City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Approve a service agreement renewal with Cypress Holiday Decorating Concepts for holiday lighting services for Fiscal Year 2025, for a not-to-exceed amount of \$57,971.55 (RFP 2023-11), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures will need to be included in the Fiscal Year 2024-2025 Budget.

**Background:**

Cypress Holiday Decorating Concepts is a company specializing in the installation of holiday lighting and decorations that has been used for the last four years to complete holiday lighting at the Depot and along Main Street. Cypress Holiday Decorating Concepts was selected through the Request for Proposals process (RFP 2023-11) in 2023, which allowed interested parties to submit their proposals for holiday lighting. After discussions with City Council a services agreement was awarded to Cypress Holiday Decorating Concepts.

The original services agreement was executed in August 2023 with three additional one-year renewals and based on the City’s adopted Procurement Policy, staff is requesting to exercise the option to utilize the renewal term within the agreement, leaving two renewal options remaining. The services agreement renewal with Cypress Holiday Decorating Concepts will be for a not-to-exceed amount of \$57,971.55 for fiscal year 2025, beginning October 1 and expiring September 30, 2025.

This item authorizes a services agreement renewal with Cypress Holiday Decorating Concepts for holiday lighting services to be provided to the City and authorizes the amount to be placed in the fiscal year 2024-2025 budget.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving a services agreement renewal with Cypress Holiday Decorating Concepts for holiday lighting services for an amount no-to-exceed \$57,971.55.

**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: #100-157-6329

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

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**CITY OF TOMBALL  
SERVICES AGREEMENT RENEWAL**

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**Description of Services: Holiday Lighting Services**

This Renewal is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Cypress Holiday Decorating Concepts** (the “Company”), with an office at **13711 Pristine Lake Lane, Cypress, Texas 77429** City hereby engages the services of Company as an independent contract for meter reading services, upon the following terms and conditions.

**1. SCOPE OF AGREEMENT RENEWAL**

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

**2. TERM OF AGREEMENT RENEWAL; TERMINATION**

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2024 through September 30, 2025, with Three (3) additional one-year renewal options remaining.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT RENEWAL**

This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

**4. ASSIGNMENT**

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$57,971.55.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
  - i. injury or damage to any property or right
  - ii. injury, damage, or death to any person or entity
  - iii. attorneys' fees, witness fees, expert witness fees and expenses,
  - iv. any settlement amounts; and
  - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

**7.2. Indemnity**

**COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.**

**COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.**

**COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE**

**NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.**

**THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.**

**THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.**

**THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.**

**8. INSURANCE**

**8.1. AMOUNTS OF INSURANCE**

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

<b>TYPE</b>	<b>AMOUNT</b>
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence
(b) Commercial (Public) Liability, including but not limited to: a. Premises/ Operations b. Independent Contractors c. Personal Injury d. Products/Completed Operations e. Contractual Liability (insuring above indemnity provisions)	Combined Single Limit

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

**8.2. OTHER INSURANCE REQUIREMENTS**

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be

subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

#### 9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

#### 10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

#### 11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

#### 12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

#### 13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified

Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

13711 Pristine Lake Ln. 77429

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

AGREED to and ACCPETED this 6 day of June, 2024.

\_\_\_\_\_  
Company

Tracy Birdsong  
Signature

Tracy Birdsong  
Print Name

office manager  
Title

THE STATE OF TEXAS

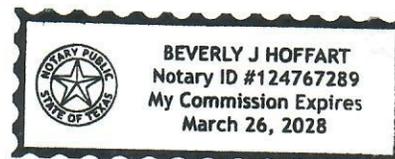
§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 6 day of June, 2024,  
by Beverly Hoffart, on behalf of said entity.

Beverly J Hoffart  
Notary Public, State of Texas



AGREED to and ACCPETED this \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Tomball

\_\_\_\_\_  
David Esquivel, PE  
City Manager

**Attest:**

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary

## **EXHIBIT A HOLIDAY LIGHTING SCOPE OF WORK**

### **GENERAL DESCRIPTION:**

The City of Tomball is seeking a Contractor to perform holiday decorating at the City's historic Depot Plaza and park, including decorating existing trees and structures, and the median at the Intersection of Business 249 and FM 2920 (known as "Four Corners"). The basic scope will also include the provision and placement of decorations on the City's large-scale Christmas tree and a smaller Christmas tree in the City's gazebo (both located in the Depot Plaza).

The City is also seeking proposals to expand the decorations to include the full wrapping of all trees within the Depot Plaza, the trees along Main Street (FM 2920) and Market Street between Pine Street and Elm Street. Alternative proposals should also include providing lights and decorations at City facilities such as City Hall, Police Department, Administrative Services Building, Fire Station No. 1 and No. 2, Visitors Center, and IT buildings.

For all proposals, decorations must be set up and complete by the Friday after Thanksgiving and decorations are to be removed no later than two weeks after January 1 each year.

The selected proposal will provide all of the decorations and lights unless otherwise stated in the scope.

### **INSTALLATION GENERAL SPECIFICATIONS**

- I. The services to be provided for installation of lights on existing trees are described as follows:
  - A. Lights to be wrapped around trees must be wrapped around the trunks/branches and secured with tape around all electrical connections.
  - B. Cable ties may be used to secure lights on the trunks/branches if necessary.
  - C. All Contractor supplies extension cords used must be rated for outdoor use (minimum specification – 16/2 Gauge, Polarized, SJTW, UL Outdoor, 13 AMP).
  - D. All exposed cords must be properly covered and secured.
  - E. Lights strings are not to exceed 15 AMPs per breaker. Normal electrical configuration is three (3) tree per 15 AMP breaker.
  - F. Draping of lights should include a minimum of 15 braided lights per tree. If a tree requires a different number, the offeror may suggest a change to meet budget/lighting requirements. Proposer may provide design input.
  - G. Trees must be set at times that turn on at dusk and turn off at 3 a.m. daily.

### **BASE PROPOSAL**

All proposals must, at a minimum, including the following:

- I. Wrapping of Memorial Trees at Depot Plaza
  - A. Wrap approximately 33 memorial trees (Exhibit D) with two-inch spacing, or as recommended by the Proposer.

- B. Wrap the trunk and branches in mini wwLED lights in soft white to match other lighting projects described.

II. City Facilities

- A. Depot Museum (Exhibit E)
  - 1. Lighting of roofline on all sides with C7 lights.
  - 2. Railing with 14" LED lit garland decorated with bows.
  - 3. Three (3) 60" LED lit decorated wreaths.
- B. Depot Maintenance Building (Exhibit E)
  - 1. Lighting of roofline with C7 lights on all sides.
  - 2. One (1) 48" LED lit decorated wreath.
- C. Depot Restroom (Exhibit F)
  - 1. Lighting of roofline on all sides with C7 lights.
  - 2. One (1) 48" LED lit decorated wreath.
- D. Depot Gazebo (Exhibit G)
  - 1. Lighting around the roofline of the Gazebo with C7 lights (3 rooflines of lights).
  - 2. Lighting around the inside roofline of the Gazebo with C7 lights (2 rooflines of lights).
  - 3. Railing with 14" LED lit garland decorated with bows.

III. Streetlamp Post

- A. Decorate the 13 taller lamp posts in the Depot Plaza (Exhibit H) with two (2) 36" LED lit undecorated wreaths (back-to-back) per post.
- B. Decorate the six (6) taller lamp posts along Main Street (Exhibit I) with LED lit 18" garland (9' per post) and one (1) 36" LED lit undecorated wreath.
- C. Decorate the 30 shorter lamp posts located along Main Street (Exhibit J) between Pine Street and Elm Street, with LED lit decorated sprays or wreaths (two (2) sprays or wreaths back-to-back).

IV. Four Corners Decorations (median at Business 249 and FM 2920) (Exhibit K)

- A. Two (2) 60" red ornaments on either side of the Tomball sign.
- B. 18" LED lit garland, decorated, across the top of the sign.

V. Additional Decorations

- A. Depot Plaza Tree
  - 1. Decorate the 20' tree (provided by the City) with ornaments, ribbons, and bows.
  - 2. Color scheme should include red, green, gold and silver.
  - 3. Ornaments should range in size from 8" to 12" minimum up to 24" maximum.
- B. Depot Gazebo Tree
  - 1. Decorate the 9' flocked pine tree (provided by the City) with ornaments, ribbons, and bows, suspend a large star from the ceiling in the center of the Gazebo above the tree.
  - 2. Decorations can include any mix of colors, the primary use of this tree is for photography.
  - 3. Maximum size for ornaments should be 16".

**ADDITIVE/ALTERNATE PROPOSAL**

The City is interested in expanding the lighting of the downtown area. Each Proposer may provide their own design input, but the City would like to see proposals to include the following services in addition to the minimum services.

- I. Wrapping of Trees – wrap trees with two-inch spacing light, or as recommended by the Proposer. Wrap the trunk and branches in mini wwLED lights in soft white to match other lighting projects described, at the following locations:
    - A. 36 trees along the north and south side of Main Street, from Pine Street to Elm Street (Exhibit L).
    - B. One (1) Large Cedar tree at four Corners (SH 249 and FM 2920) (Exhibit K).
  - II. Wrapping of larger trees – wrap the entire trunk and 5 of the main branches 4-5 feet up the length of the branch at the following locations:
    - A. IT Building – 3 trees (Exhibit M).
    - B. Depot Plaza – 9 trees (Exhibit N).
- II. City Facilities
- A. Community Center (Exhibit O) – 221 Market Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
    3. Railing with 14" LEF lit garland decorated with bows.
  - B. City Hall/Police Station (Exhibit P) – 401 Market Street & 400 Fannin Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
    3. Railing with 14" LEF lit garland decorated with bows.
  - C. Heritage Plaza Parking Lot (Exhibit Q) – 401 Market Street
    1. Decorate the 6 lamp posts within Heritage Plaza with two (2) 36" LED lit undecorated wreaths (back-to-back) per post.
    2. Wrap the 3 trees within Heritage Plaza with two-inch spacing light, or as recommended by the Proposer. Wrap the trunk and branches in mini wwLED lights in soft white to match other lighting projects described.
  - D. Administrative Services Building/Public Works (Exhibit R) – 501 James Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
    3. Railing with 14" LEF lit garland decorated with bows.
  - E. Fire Department Station 1 (Exhibit S) – 1200 Rudel Road
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
  - F. Fire Department Station 2 (Exhibit T) – 11725 Holderrleth Road
  - G. Visitors Center (Exhibit U) – 215 West Main Street
    1. Lighting around the roofline of the building with C7 lights.
  - H. IT Annex (Exhibit V) – 105 S. Cherry Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery on all sides of the building.
- III. Exterior Music
- A. Depot area

1. Provide speakers located around the Depot area that covers the Depot Museum, restrooms and along Market Street frontage. Content of music to be provided by the City.

**Recommended Proposal**

We encourage all proposals to include a proposal based on their recommendation for holiday décor that would add value to the City's goals of increasing our holiday decorations. This could include additional lighting, trees, garlands, wreaths, or any other holiday decorations that can be placed on City property for the duration of the holiday season. All pricing for additional items must be shown separately in the proposal.

Exhibit B

# Cypress Holiday Decorating Concepts

13711 Pristine Lake Ln.

Cypress, TX 77429

Fax: 281-516-3461

Email: CYPRESSCONTRACTING@GMAIL.COM



## City of Tomball Base Proposal 2024

### Red and Green with touches of Gold and Silver

Price includes installation, extension cords, take-down, and 1 weekly check while the decorations are up.

	Qty	Qty Desc.	Unit Price	Total
<b>Wrapping of Memorial Trees at Depot Plaza</b>				
Wrap LED mini-lights on the trunks of the 33 Memorial plaqued oak trees in the park 15' up the trunk and 5 of the main branches 4-5 feet up the length of each branch	33	per tree	\$800.00	\$26,400.00
<b>City Facilities</b>				
<b>Depot Museum</b>				
Depot Museum lined with C7 LED lights on roofline	180	per ft.	\$8.50	\$1,530.00
Depot Museum railing lined with LED 14" lit decorated garland	131	per ft.	\$25.40	\$3,327.40
Depot Museum decorated with 60" LED lit decorated wreaths on the building in 3 locations	3	each	\$512.75	\$1,538.25
<b>Depot Maintenance Building</b>				
Maintenance building lined with C7 lights on roofline	50	per ft.	\$8.50	\$425.00
Maintenance building decorated with 1-48" LED lit decorated wreath	1	each	\$286.65	\$286.65
<b>Depot Restroom</b>				
Depot restroom with C7 lights on roofline	120	per ft.	\$8.50	\$1,020.00
Depot restroom decorated with 1-48" LED lit decorated wreath	1	each	\$286.65	\$286.65
<b>Depot Gazebo</b>				
C7 lights around the roofline of gazebo (3 rooflines of lights)	160	per ft.	\$8.50	\$1,360.00
C7 lights around the inside roofline of gazebo (2 rooflines of lights)	112	per ft.	\$8.50	\$952.00

Install 14" LED lit garland around the railings of gazebo (decorated with bows)	135	per ft.	\$25.40	\$3,429.00
Install LED mini-lights on the top half of the 8 poles of the gazebo. Starting at the top railing and ending at the hand railing.	8	each	\$25.00	\$200.00

### Streetlamp Post

Decorate the 13 taller lamp posts in the park with 2 -36" LED lit undecorated wreaths back-to-back per lamp post	26	each	\$187.45	\$4,873.70
Decorate the 6 taller lamp posts along the streets with LED lit 18" undecorated garland (9' per post)	54	per ft.	\$19.30	\$1,042.20
Decorate the 6 taller lamp posts along the streets with 1 - 36" LED lit undecorated wreath	6	each	\$187.45	\$1,124.70
Decorate the 30 shorter lamp posts with LED lit sprays with cedar, magnolia leaves, pinecones and bows (2 sprays back-to-back per lamp post)	60	each	\$71.70	\$4,302.00

### Four Corners Decorations (median at 249 and 2920)

2 - 60" red ornaments on either side of the Tomball sign	2	each	\$525.00	\$1,050.00
Garland - 18" LED Lit and decorated garland across the top of the sign	20	per ft.	\$28.70	\$574.00

### Additional Decorations

#### Depot Plaza Tree

Decorate 20' tree with ornaments, ribbons, and bows	1	each	\$3,000.00	\$3,000.00
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#### Depot Gazebo Tree

Decorate 9' tree with ornaments, ribbons, and bows and large star hanging from ceiling in center of gazebo	1	each	\$900.00	\$900.00
Lift Rental	1	each	\$350.00	\$350.00

### Subtotal

**\$57,971.55**

### Christmas 2024

Subtotal	\$57,971.55
Tax	\$0.00
<b>Grand Total</b>	<b>\$57,971.55</b>

**Early deposit discounted price if deposit received before October 15, 2024:**

## Discounted Christmas 2024

Subtotal	\$55,072.97
Tax	\$0.00
Grand Total	<u>\$55,072.97</u>

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Presentation and discussion regarding Lizzie Lane drainage improvements.

**Background:**

In 2020, the City of Tomball received grant funding from the General Land Office (GLO) as part of the Community Development Block Grant (CDBG) program for the South Persimmon and Lizzie Lane Drainage Improvement Project. The scope of this project included the construction of drainage infrastructure beginning south of Lizzie Lane and extending along South Persimmon Street to Medical Complex Drive to enhance drainage conveyance, as well as street rehabilitation.

This year, the City will begin working on an additional improvement in this area called the South Persimmon drainage project, funded in FY 2024. This project will include slope paving, culvert replacement, and improvements to the detention pond outfall along South Persimmon Street.

Larger-scale and long-term improvements are being identified in the ongoing Drainage Master Plan. While the Drainage Maste Plan has yet to be finalized, Public Works and our consultant, Civil Systems Engineering, have identified additional drainage improvements to the Lizzie Lane area including deepening the detention pond, adding cross culverts, and additional detention areas. This additional project is planned to be incorporated into the proposed Capital Improvement Program for 2025-2029.

In addition to the drainage projects, the City has also identified a proposed project for the Lizzie Lane and South Persimmon Street area, which includes the widening of South Persimmon Street to allow for additional traffic capacity and improved drainage conveyance for the entire area. Staff have worked with Congressman Hunt’s office to help secure funding through the Community Project Funding grant totaling \$3 million to begin engineering and environmental of this larger project. Additionally, Congressman Hunt has recommended the construction of the project for grant funding totaling \$22 million.

**Origination:** Public Works Department

**Recommendation:**

n/a

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

Drew Huffman, Public Works  
Director

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**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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Discussion and Possible action regarding TEDC Board Policy and Guidelines and possible Board Member appointments.

**Background:**

**Origination:** 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 \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Approve the Engagement Letter with Weaver and Tidwell, L.L.P. for the Independent Audit of the City’s Financial Statements for Fiscal Year Ending September 30, 2024.

**Background:**

Weaver and Tidwell has completed the City’s financial statement audit for the previous four (4) years. For fiscal year ending September 30, 2024, the proposed fee will include the following:

Audit of financial statements	\$96,000
Additional procedures for information technology controls	\$8,000
Single Audit	\$9,500
<b>Total</b>	<b>\$113,500</b>

**Origination:** Finance

**Recommendation:**

Approve the Engagement Letter with Weaver and Tidwell, L.L.P. for the Independent Audit of the City’s Financial Statements for Fiscal Year Ending September 30, 2024.

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

**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: # 100-116-6301

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

Signed Katherine Tapscott 6/6/2024  
 Staff Member Date

Approved by \_\_\_\_\_  
 City Manager Date

June 1, 2024

Honorable Mayor and Members of the  
City Council and Management  
City of Tomball, Texas  
401 Market Street  
Tomball, Texas 77375

Dear Mayor, City Council and Management:

You have requested that Weaver and Tidwell, L.L.P (“Weaver”, “our”, “us”, and “we”) audit the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Tomball, Texas (the “City”), as of September 30, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise the City’s basic financial statements as listed in the table of contents. In addition, we will audit the City’s compliance over major federal award programs for the period ended September 30, 2024.

Accounting principles generally accepted in the United States of America (“U.S. GAAP”), as promulgated by the Governmental Accounting Standards Board (“GASB”) require that management’s discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (“RSI”) in accordance with auditing standards generally accepted in the United States of America (“U.S. GAAS”). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund
3. Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
4. Schedule of Contributions – Texas Municipal Retirement System
5. Schedule of Changes in Total OPEB Liability and Related Ratios – Retiree Health Care Plan
6. Schedule of Changes in Total OPEB Liability and Related Ratios – TMRS Supplemental Death Benefits Fund

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and individual fund statements and schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America (“GAGAS”); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

## **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City’s preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

Greg Peterson is the engagement partner or equivalent for the audit services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We expect to begin our audit procedures in June 2024 and issue our report no later than in March 2025. We will issue a written report upon completion of our audit of the City’s basic financial statements. Our report will be addressed to the Governing Body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may

arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
  - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;

- ii. additional information that we may request from management for the purpose of the audit; and
- iii. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- e. for identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued;
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

June 1, 2024

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Katherine Tapscott, Finance Director, or her designee to oversee these services. Such services include:

- i. Preparation of financial statements and related notes
- ii. Preparation of schedule of expenditures of federal awards (as applicable)
- iii. Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
- iv. Preparation of the Data Collection Form

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit/non-attest service. These non-audit/non-attest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

### **Fees and Invoicing**

We estimate the fee for this engagement will be \$96,000, with an additional fee of \$8,000 for audit procedures surrounding the City's information technology controls and environment. We estimate the fee for the Uniform Guidance component of the engagement will be \$9,500, including the non-audit/non-attest services. The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. At this time, we do not anticipate incurring substantial expenses.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices are payable in accordance with Texas Government Code § 2251.021.

### **Ethical Conflict Resolution**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our

June 1, 2024

services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner or equivalent prior to any such potential employment discussions taking place.

### **Audit Documentation and Confidentiality**

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

Depending on the requirements of this engagement, we may use third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of confidential information and ensure the confidential information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of confidential information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

June 1, 2024

Except as may be noted herein, the parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our report. Unless you inform us of such third-parties in writing, we are not aware of who you intend to supply our report to and we do not anticipate any such third-parties' reliance upon our professional services unless expressly stated herein.

In order to facilitate this engagement, we may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms. Please be aware that those mediums inherently pose a risk of misdirection or interception of confidential information. Any request you have to limit such transmissions or use a different means of transmission or storage must be made in writing and you will be responsible for any resulting compromise in data security.

### **Dispute Resolution Procedure including Jury Waiver**

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Houston, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Harris County, Texas.

Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

If because of a change in status or due to any other reason, any provision in this engagement letter or any other contract we have with you, or enter into, would be prohibited by, or would impair our independence for this engagement under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

### **Miscellaneous**

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner or equivalent responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

This engagement letter sets forth all of the agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified

June 1, 2024

except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

*Weaver and Tidwell, L.L.P.*

**WEAVER AND TIDWELL, L.L.P.**

The Woodlands, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

**City of Tomball, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP

# City Council Meeting Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within Improvement Area #2 (IA2) in Wood Leaf Reserve in the City of Tomball, Public Improvement District Number Eleven (PID 11), established by City Council Resolution No. 2020-04.

**Background:**

Pursuant to Chapter 372 of the Local Government Code, a single public hearing will be conducted on the proposed Levy of Assessment pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within Improvement Area #2 (IA2) for Wood Leaf Reserve, located within Public Improvement District Number Eleven (PID 11).

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 July 1, 2024.

**Origination:** Project Management

**Recommendation:**

Conduct Public Hearing

**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  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date

# NOTICE OF PUBLIC HEARING CITY OF TOMBALL, TEXAS

**MONDAY, JUNE 17, 2024**



**6:00 P.M.**

**NOTICE IS HEREBY GIVEN THAT** a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on June 17, 2024 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375. The public hearing will be held to consider proposed assessments to be levied against certain assessable property in Improvement Area #2 of the Wood Leaf Reserve Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

**The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include:** (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the property in Improvement Area #2 of the District.

**The estimated cost** 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 establishment, administration and operation of the District is approximately \$18,895,633 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 Improvement Area #2 of the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

**The boundaries of the District** of the District, which include the property within Improvement Area #2, include approximately 90.54 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located approximately ½ mile east of State Highway 249 between Theis Lane and Holderrieth Road and near the future intersection of School Street and Theis Lane. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Amended and Restated Service and Assessment Plan, including the proposed Assessment Roll, for Improvement Area #2 of the District, which includes the Assessments to be levied against each parcel in Improvement Area #2 of the District is available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas 77375.

## **CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 5th day of June 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Tracylynn Garcia  
Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 for further information.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Adopt, on First Reading, Ordinance Number 2024-18, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Improvement Area #2 Projects for the Wood Leaf Reserve Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date.

**Background:**

The property within the Wood Leaf Reserve Public Improvement District Eleven (PID 11), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for Improvement Area #2 (IA2). Following the Public Hearing, it is necessary to levy assessments on the property in IA2 within PID 11 as set forth in the Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2024-18 approves the Service and Assessment Plan and Assessment Roll for Wood Leaf Reserve Public Improvement District Number Eleven.

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance Number 2024-18, levying an assessment against properties within Improvement Area #2 (IA2), for Public Improvement District Number Eleven (PID 11), Wood Leaf Reserve, 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 8/31/2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**ORDINANCE NO. 2024-18**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR IMPROVEMENT AREA #2 PROJECTS FOR THE WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT (THE “DISTRICT”); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**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 Wood Leaf Reserve Public Improvement District (the “District”); and

**WHEREAS**, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID 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 November 25, 2020; and,

**WHEREAS**, on November 20, 2020, 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 December 21, 2020; and

**WHEREAS**, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

**WHEREAS**, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto;

**WHEREAS**, the City Council approved the creation of the District by Resolution approved on January 18, 2021 (the "Creation Resolution") and published the Creation Resolution on January 27, 2021, 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 such publication; and

**WHEREAS**, the District is to be developed in phases and assessments are anticipated to be levied in each development phase; 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 Improvement Area #2 Projects within Improvement Area #2 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #2 of the District (the “Improvement Area #2 Assessment Roll”) that states the assessment against each assessable property (the “Improvement Area #2 Assessed Property”) within Improvement Area #2 of the District (the “Improvement Area #2 Assessments”); and

**WHEREAS**, the City called a public hearing regarding the proposed levy of Improvement Area #2 Assessments pursuant to the Service and Assessment Plan and the proposed Improvement Area #2 Assessment Roll on property within Improvement Area #2 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 in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Improvement Area #2 Assessments, as defined in the Service and Assessment Plan, on property in Improvement Area #2 of 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 Improvement Area #2 Assessment Roll attached to the Service and Assessment Plan and the levy of Improvement Area #2 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 6:00 p.m. on the 1st day of July, 2024, 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 Improvement Area #2 Assessment Roll, and the proposed Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of the costs of the Improvement Area #2 Projects, the purposes of the Improvement Area #2 Assessments, the special benefits of the Improvement Area #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

**WHEREAS**, the developer of property within the District as described in the Service and Assessment Plan for the District has substantially completed the Improvement Area #2 Projects within the District; and

**WHEREAS**, the City wishes to levy Improvement Area #2 Assessments on the property within the District for the Improvement Area #2 Projects as set forth in the Service and Assessment Plan; and

**WHEREAS**, the City Council finds and determines that the Service and Assessment Plan and Improvement Area #2 Assessment Roll attached thereto should be approved and that the Improvement Area #2 Assessments should be levied on property within the District as provided in this Ordinance and the Service and Assessment Plan and Improvement Area #2 Assessment Roll; and

**WHEREAS**, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #2 Projects, the Improvement Area #2 Assessment Roll or the levy of Improvement Area #2 Assessments; and

**WHEREAS**, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as Exhibit A.

Section 3. Findings. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determines and orders, as follows:

- a. The apportionment of the costs of the Improvement Area #2 Projects, and the Annual Collection Costs pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each Improvement Area #2 Assessed Property will receive from the Improvement Area #2 Projects identified in the Service and Assessment Plan, and is hereby approved;
- b. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #2 Projects;
- c. The Service and Assessment Plan apportions the costs of the Improvement Area #2 Projects to be assessed against each Improvement Area #2 Assessed Property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to each Improvement Area #2 Assessed Property because of the Improvement Area #2 Projects.

- d. All of the real property in Improvement Area #2 of the District which is being assessed in the amounts shown in the Service and Assessment Plan and Improvement Area #2 Assessment Roll will be benefited by the Improvement Area #2 Projects proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in the District will receive special benefits during the term of the Improvement Area #2 Assessments equal to or greater than the total amount assessed;
- e. The method of apportionment of the costs of the Improvement Area #2 Projects and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #2 Projects and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;
- f. The Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act;
- g. The Improvement Area #2 Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for Improvement Area #2 of the District;
- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Improvement Area #2 Assessments and delinquent Improvement Area #2 Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #2 Assessments should be approved and will expedite collection of the Improvement Area #2 Assessments in a timely manner in order to provide the improvements needed and required for Improvement Area #2 of the District; and
- i. A 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 for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, 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 hereof has been discussed, considered and formally acted upon.

Section 4. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Improvement Area #2 Projects within the District.

Section 5. Assessment Roll. The Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #2 Projects within the District.

Section 6. Levy and Payment of Improvement Area #2 Assessments for Costs of Improvement Area #2 Projects.

- a. The City Council hereby levies the Improvement Area #2 Assessments on each Improvement Area #2 Assessed Property located within Improvement Area #2 of the District, as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, in the respective amounts shown on the Improvement Area #2 Assessment Roll, as special assessments on the properties within Improvement Area #2 of the District as set forth in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll.
- b. The levy of the Improvement Area #2 Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Improvement Area #2 Assessments shall be as described in the Service and Assessment Plan.
- d. Each Improvement Area #2 Assessment may be pre-paid or paid in Improvement Area #2 Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Improvement Area #2 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Improvement Area #2 Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Annual Collection Costs for Improvement Area #2 Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Improvement Area #2 Projects is as set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Improvement Area #2 Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 9. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner (the "Owner") of any Improvement Area #2 Assessed Property may prepay the Improvement Area #2 Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

Section 10. Lien Priority. As provided in the Act, the City Council and owners of the Improvement Area #2 Assessed Property intend for the obligations, covenants and burdens on the owners of Improvement Area #2 Assessed Property, including without limitation such owner's obligations related to payment of the Improvement Area #2 Assessments and the Improvement

Area #2 Annual Installments, to constitute a covenant running with the land. The Improvement Area #2 Assessments and the Improvement Area #2 Annual Installments levied hereby shall be binding upon the Improvement Area #2 Assessed Property, and the owners of Improvement Area #2 Assessed Properties, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Improvement Area #2 Assessments shall have lien priority as specified in the Act.

Section 11. Administrator and Collector of Assessments.

- a. Administrator. The City shall administer the Service and Assessment Plan and the Improvement Area #2 Assessments levied by this Ordinance. The City has appointed a third-party administrator (the “Administrator”) to administer the Service and Assessment Plan and the Improvement Area #2 Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator’s fees, charges and expenses for providing such services shall constitute an Annual Collection Cost.
- b. Collector. The City may collect the assessments or may, by future action, appoint a third-party collector of the Improvement Area #2 Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Improvement Area #2 Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Improvement Area #2 Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Improvement Area #2 Assessments by the City.

Section 13. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date. This Ordinance shall take effect, and the levy of the Improvement Area #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage 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 17TH DAY OF JUNE 2024.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN GARCIA \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN COVINGTON \_\_\_\_\_  
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 1ST DAY OF JULY 2024.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN GARCIA \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN COVINGTON \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

# Wood Leaf Reserve Public Improvement District

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2024 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

JULY 1, 2024, VERSION 1



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## INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On January 18, 2021, the City passed and approved Resolution No. 2021-04 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 September 19, 2022, the City Council approved the 2022 Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 of the District and approved the Improvement Area #1 Assessment Roll.

On August 7, 2023, the City Council approved the 2023 Service and Assessment Plan Update for the District by adopting the 2023 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 of the District and approved the Improvement Area #1 Assessment Roll.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 90.54 acres, which at the time of the initial assessment levy will be within the corporate limits of the City, as described legally by metes and bounds on **Exhibit K-1** and as depicted by the map on **Exhibit A-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property

must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The updated Improvement Area #1 Assessment Roll is contained in **Exhibit F-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit G-1**.

## SECTION I: DEFINITIONS

**“2022 Assessment Ordinance”** means Ordinance No. 2022-31, approved and adopted by the City Council on September 19, 2022, which levied the Improvement Area #1 Assessment against Improvement Area #1.

**“2022 Service and Assessment Plan”** means the Wood Leaf Reserve Public Improvement District Service and Assessment Plan approved by City Council on September 19, 2022 by the 2022 Assessment Ordinance, as updated annually, and which is to be replaced in its entirety by this 2024 Amended and Restated Service and Assessment Plan.

**“Actual Costs”** mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

**“Additional Interest”** means the amount collected by application of the Additional Interest Rate.

**“Additional Interest Rate”** means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** mean the actual or budgeted annual costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**“Annual Installment”** means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

**“Annual Service Plan Update”** means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Apportionment of Costs”** means an amount allocated by this Service and Assessment Plan to a Parcel within the District for future Authorized Improvement costs, other than Non-Benefitted Property and Non-Assessed Property, subject to a future levy of Assessments by the City and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied and does not include Non-Benefitted Parcels.

**“Assessment”** means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means one or more ordinance(s), adopted by the City Council in accordance with the PID Act that levies an Assessment.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll as updated,

modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in any Annual Service Plan Update.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including Bond Issuance Costs, as described in **Section III**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Tomball, Texas.

**“City Council”** means the governing body of the City.

**“County”** means Harris County, Texas.

**“Delinquent Collection Costs”** mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

**“Developer”** means Chesmar Homes, LLC, a Texas limited liability corporation and any successor developer of property in the District or any portion thereof.

**“Development Agreement”** means that certain Wood Leaf Reserve Development Agreement between the City and the Developer effective January 18, 2021, as may be amended.

**“District”** means the Wood Leaf Reserve Public Improvement District containing approximately 90.54 acres located within the City as shown on **Exhibit A-1** and more specifically described on **Exhibit K-1**.

**“District Formation Expenses”** means costs incurred in the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

**“Estimated Buildout Value”** means the estimated buildout value of an Assessed Property with fully constructed buildings, as provided by the Developer, and confirmed by the City Council, by considering such factors as density, lot size, 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. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

**“Future Improvement Area”** means the property within the District, excluding Improvement Area #1 and Improvement Area #2. Future Improvement Areas may be developed in phases after Improvement Area #1 and Improvement Area #2.

**“Future Improvement Area Apportioned Property”** means any Parcel within the Future Improvement Area against which a portion of the Actual Costs of the Major Improvements are Apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

**“Future Improvement Area Apportionment of Costs”** means an Apportionment of Costs against a Parcel within the Future Improvement Area for the Future Improvement Area Projects, as shown on Exhibit B-2, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Future Improvement Area Assessed Property”** means any and all Parcels within the Future Improvement Area other than Non-Benefited Property.

**“Future Improvement Area Assessment”** means an Assessment levied against a Parcel within a Future Improvement Area and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an assessment roll applicable to such Future Improvement Area, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Future Improvement Area Bonds”** means bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Assessments levied on Assessed Property within such Future Improvement Area, if such bonds are issued.

**“Future Improvement Area Improvements”** means those certain Authorized Improvements which only benefit the Future Improvement Area Assessed Property within the applicable Future Improvement Area.

**“Future Improvement Area Projects”** means the Future Improvement Area Improvements and the Future Improvement Area’s allocable share of the Major Improvements.

**“Improvement Area”** means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and each area within the Future Improvement Areas that is specifically defined and designated as a phase of the District.

**“Improvement Area #1”** means approximately 33.4418 acres located within the District, as described in **Exhibit A-2** and more specifically detailed on **Exhibit K-2**.

**“Improvement Area #1 2022 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Annual Installment”** means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**“Improvement Area #1 Assessment”** means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the assessment roll for Improvement Area #1 Assessed Property included in this Service and Assessment Plan as **Exhibit F-1**.

**“Improvement Area #1 Authorized Improvements”** means the Improvement Area #1 Projects, District Formation Expenses, First Year Annual Collection Costs, and Bond Issuance Costs relating to the Improvement Area #1 Initial Bonds and Improvement Area #1 Additional Bonds, if such bonds are issued.

**“Improvement Area #1 Improvements”** means those certain Authorized Improvements that only benefit Improvement Area #1, as depicted on **Exhibit H-1**.

**“Improvement Area #1 Projects”** means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #2”** means the second area to be developed within the District as generally depicted on **Exhibit A-3**, and described on **Exhibit K-3**, consisting of approximately 18.02 acres.

**“Improvement Area #2 Annual Installment”** means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the Improvement Area #2 Bonds, as shown on **Exhibit G-2**.

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means the Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the

provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #2 Assessment Roll”** means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

**“Improvement Area #2 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2024 (Wood Leaf Reserve Public Improvement District Improvement Area #2 Projects)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Improvements”** means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property as further described in **Section III.C** and depicted on **Exhibit H-3**.

**“Improvement Area #2 Initial Parcel”** means the all property located within Improvement Area #2, which is described on **Exhibit K-3**, and generally depicted on **Exhibit A-3**, against which the entire Improvement Area #2 Assessment is levied as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**.

**“Improvement Area #2 Projects”** means collectively, (1) the Improvement Area #2 Improvements; (2) Improvement Area #2’s share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

**“Indenture”** means one or more Indenture(s) of Trust entered into in connection with the issuance of PID Bonds, as amended from time to time, between the City and a Bond Trustee setting forth terms and conditions related to a series of PID Bonds.

**“Lot”** means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value

of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E**.

**“Lot Type 1”** means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

**“Lot Type 2”** means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

**“Lot Type 3”** means a Lot within Improvement Area #2 marketed to homebuilders as a 40’ Lot, with an Estimated Buildout Value of \$361,300 as of the date of adoption of this 2024 Amended and Restated Service and Assessment Plan.

**“Lot Type 4”** means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$398,000 as of the date of adoption of this 2024 Amended and Restated Service and Assessment Plan.

**“Major Improvements”** means those Authorized Improvements described in **Section III.B** that benefit all areas within the District.

**“Maximum Assessment”** means, for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

**“Owner”** means the person in whom is vested the ownership, dominion, or title of property.

**“Parcel(s)”** means a specific property within the District identified by either a tax map parcel identification number assigned by the Harris Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“PID Bonds”** means any bonds issued by the City in one or more series and secured in whole or in part by Assessments. This term is used in this 2024 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, and (2) the Improvement Area #2 Bonds, including any bonds issued to refund these bonds.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an

Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

**“Prepayment Costs”** means interest, including Additional Interest, and Annual Collection Costs, to the date of Prepayment.

**“Reimbursement Agreement”** means any reimbursement agreement between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

**“Reimbursement Obligation”** means the amount to be paid to the Developer pursuant to a Reimbursement Agreement.

**“Service Plan”** means the plan described in **Section IV** and covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

**“Trustee”** means a trustee or successor trustee under an Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 90.54 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit K-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 290 single-family homes.

Improvement Area #1 includes approximately 33.414 acres as more particularly described on **Exhibit K-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to contain 123 single-family homes.

Improvement Area #2 includes approximately 18.02 acres as described on **Exhibit K-3**, and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to contain 81 single-family homes.

It is anticipated there will be one additional Future Improvement Areas within the District. As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, or the levy of Assessments in a Future Improvement Area pursuant to a Reimbursement Agreement, this Service and Assessment Plan will be amended to update the Exhibits. A map of the property that will comprise the Future Improvement Areas is depicted on **Exhibit A-4**.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs described below are costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

### A. Improvement Area #1 Improvements

All Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street

access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention & Drainage*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

## **B. Major Improvements**

### ▪ *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

### ▪ *Drainage and Detention*

Include clearing and grubbing, detention excavation, and reinforced concrete piping into existing M121 channel.

### ▪ *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, and District Formation Expenses.

## **C. Improvement Area #2 Improvements**

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

### ▪ *Streets*

Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #2.

### ▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2.

- *Drainage and Detention*

Improvements including earthen and concrete lined channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, a bypass channel, and testing as well as all related earthwork, excavation, clearing, grading and erosion control necessary to provide storm water. The storm drainage improvements will manage storm drainage for the Lots within Improvement Area #2.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

#### **D. Future Improvement Area Improvements**

As Future Improvement Areas are developed and Assessments are levied on Assessed Property within the Future Improvement Areas, this Amended and Restated Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the Assessed Property inside each Future Improvement Area.

#### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture in

connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**F. Other Costs**

- *Deposit to Administrative Fund*

Includes District Annual Collection Costs for the first year immediately following the issuance of a series of PID Bonds.

**SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. Exhibit C summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

**Exhibit D** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

**SECTION V: ASSESSMENT PLAN**

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to

be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2024 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and Developers of the Assessed Property.

### **A. Assessment Methodology**

Acting in its legislative capacity and based on information provided by the Developer and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the Improvement Area #1 Projects and Improvement Area #2 Projects shall be allocated between Improvement Area #1, Improvement Area #2 and the Future Improvement Area as follows:

- Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property.
- Major Improvements are allocated, as shown in **Exhibit B-1**, between Improvement Area #1, Improvement Area #2 and the Future Improvement Area based on Estimated Buildout Value.

### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Initial Parcel according to the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

When, and if, Future Improvement Areas are developed and the levy of Assessments on Future Improvement Areas is contemplated, this 2024 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

### **C. Findings of Special Benefit**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

- *Improvement Area #1*
  - The total costs of the Improvement Area #1 Projects equal \$6,393,667 as shown on **Exhibit B-1**; and
  - The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects; and
  - The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which was equal to \$4,406,000 as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F-1**; and
  - The special benefit ( $\geq$  \$6,393,667) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects is greater than the amount of the Improvement Area #1 Assessments (\$4,406,000) levied on the Improvement Area #1 Assessed Property.
  - At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the property owners within Improvement Area #1 acknowledged that Improvement Area #1 Projects, confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #1 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2022 Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*
  - The total costs of the Improvement Area #2 Projects equal \$5,465,056 as shown on **Exhibit B-1**; and
  - The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects; and
  - The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Projects, which equal \$2,935,000 as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit G-1**; and
  - The special benefit ( $\geq$  \$5,465,056) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects is greater than the amount of the Improvement Area #2 Assessments (\$2,935,000) levied on the Improvement Area #2 Assessed Property.
  - At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the property owners within Improvement Area #2 acknowledged that Improvement Area #2 Projects, confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #2 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

**D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on **Exhibit F-2**, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

**E. Additional Interest**

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

#### 1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

#### 2. *Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit E** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B.**

#### **B. True-up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the Developer to pay such Assessments.

#### **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the Assessments and the Reimbursement Obligation shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event that PID Bonds have been issued, the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the applicable series of PID Bonds, that are not expected to be used for purposes of the project fund, to redeem outstanding PID Bonds, or as otherwise directed, in accordance with the applicable Indenture.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

#### **E. Prepayment of Assessments**

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit I**.

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

#### **F. Payment of Assessment in Annual Installments**

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Annual Installments for Improvement Area #1 and **Exhibit G-2** shows the

estimated Annual Installments for Improvement Area #2. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefitted Property or non-assessed property, as shown by Harris Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the Owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of Improvement Area #2 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

### **G. Prepayment as a result of Eminent Domain Proceeding or Taking**

Subject to applicable law, If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a “Taking”), the portion of the Assessed Property that was taken or transferred (the “Taken Property”) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “Remaining Property”) following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The Owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the Owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the Owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection if the Owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the Owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The Owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

## **SECTION VII: ASSESSMENT ROLL**

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update. Improvement Area #1 began collecting Annual Installments in 2022 (delinquent if not paid by January 31, 2023).

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update. Improvement Area #2 will begin collecting Annual Installments in 2024 (delinquent if not paid by January 31, 2025).

As Future Improvement Areas are developed, this 2024 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment for each Lot located within such Future Improvement Areas.

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

If the Owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the Owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the Owner shall be deemed to have unconditionally

approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the Owner not later than 30 days after receipt of such a written notice or error by the Administrator. The City Council shall consider the Owner’s notice of error and the Administrator’s response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the Owner and the Administrator.

### **B. Amendments**

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

### **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the PID for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and their successors and assigns.

### **D. Form of Buyer Disclosure; Filing in Real Property Records**

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed Ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

### **E. Severability**

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

- Exhibit A-1** Map of the District
- Exhibit A-2** Map of Improvement Area #1
- Exhibit A-3** Map of Improvement Area #2
- Exhibit A-4** Map of Future Improvement Area
- Exhibit B-1** Project Costs
- Exhibit B-2** Future Improvement Area Apportionment of Costs
- Exhibit C** Service Plan
- Exhibit D** Sources and Uses of Funds
- Exhibit E** Maximum Assessment and Tax Rate Equivalent
- Exhibit F-1** Improvement Area #1 Assessment Roll
- Exhibit F-2** Improvement Area #1 Annual Installments
- Exhibit G-1** Improvement Area #2 Assessment Roll
- Exhibit G-2** Improvement Area #2 Annual Installments
- Exhibit H-1** Maps of Improvement Area #1 Improvements
- Exhibit H-2** Maps of Major Improvements
- Exhibit H-3** Maps of Improvement Area #2 Improvements
- Exhibit I** Form of Notice of PID Assessment Termination
- Exhibit J-1** Debt Service Schedule for Improvement Area #1 Bonds
- Exhibit J-2** Debt Service Schedule for Improvement Area #2 Bonds
- Exhibit K-1** District Boundary Description
- Exhibit K-2** Improvement Area #1 Boundary Description
- Exhibit K-3** Improvement Area #2 Boundary Description
- Exhibit L** Improvement Area #2 Plat

## APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

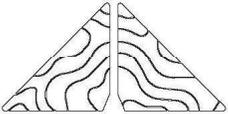
**Appendix A** Improvement Area #2 Engineer's Report

**Appendix B** Buyer Disclosures

**EXHIBIT A-1 – MAP OF THE DISTRICT**

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**ELEVATION**  
land solutions

TBPE REGISTRATION NUMBER F-18141  
2449 TECHNOLOGY FOREST BLVD, SUITE 200  
THE WOODLANDS, TX 77381 832-623-2200

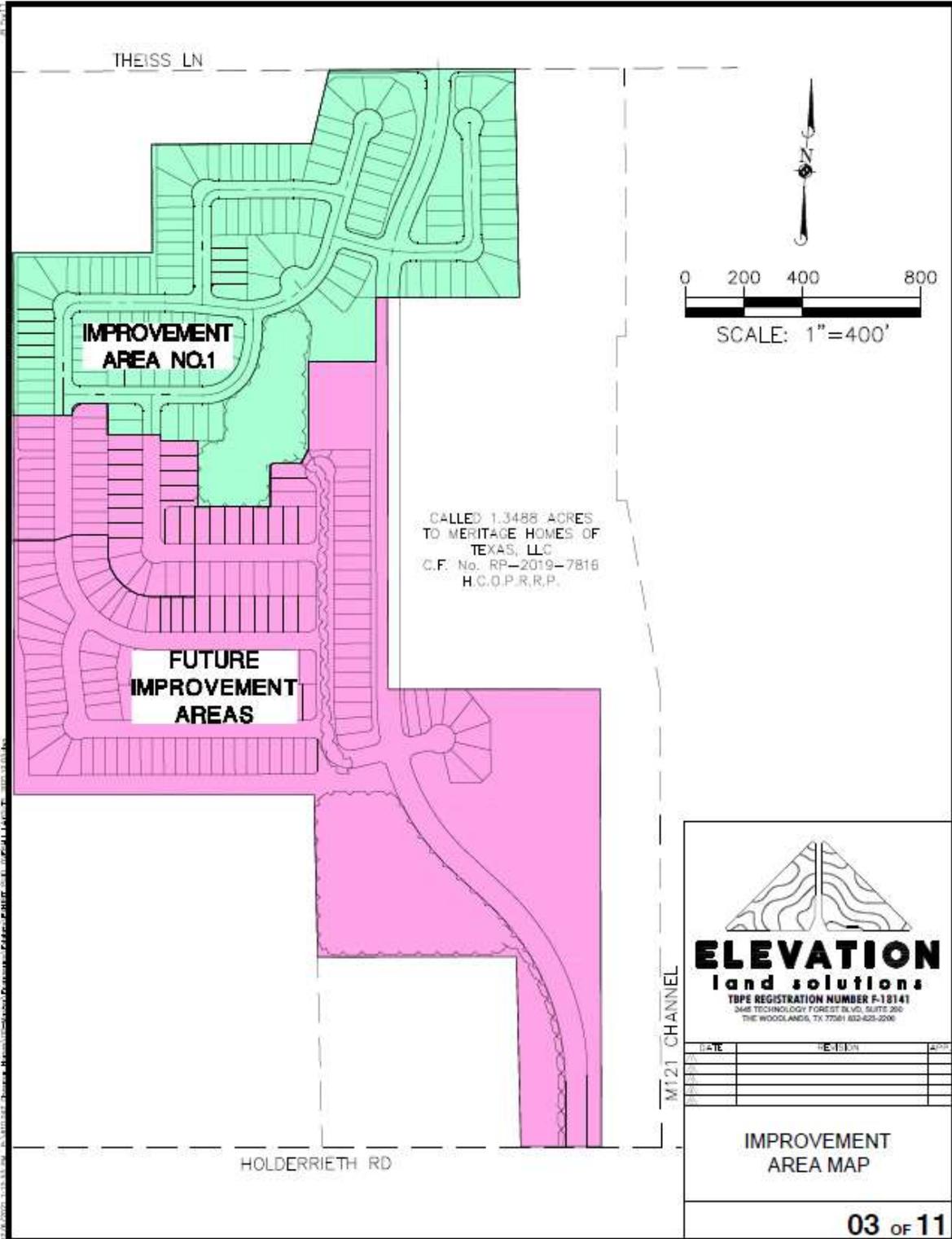
DATE	REVISION	APP
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SITE LOCATION  
MAP

01 of 09

ELEVATION LAND SOLUTIONS - WOOD LEAF

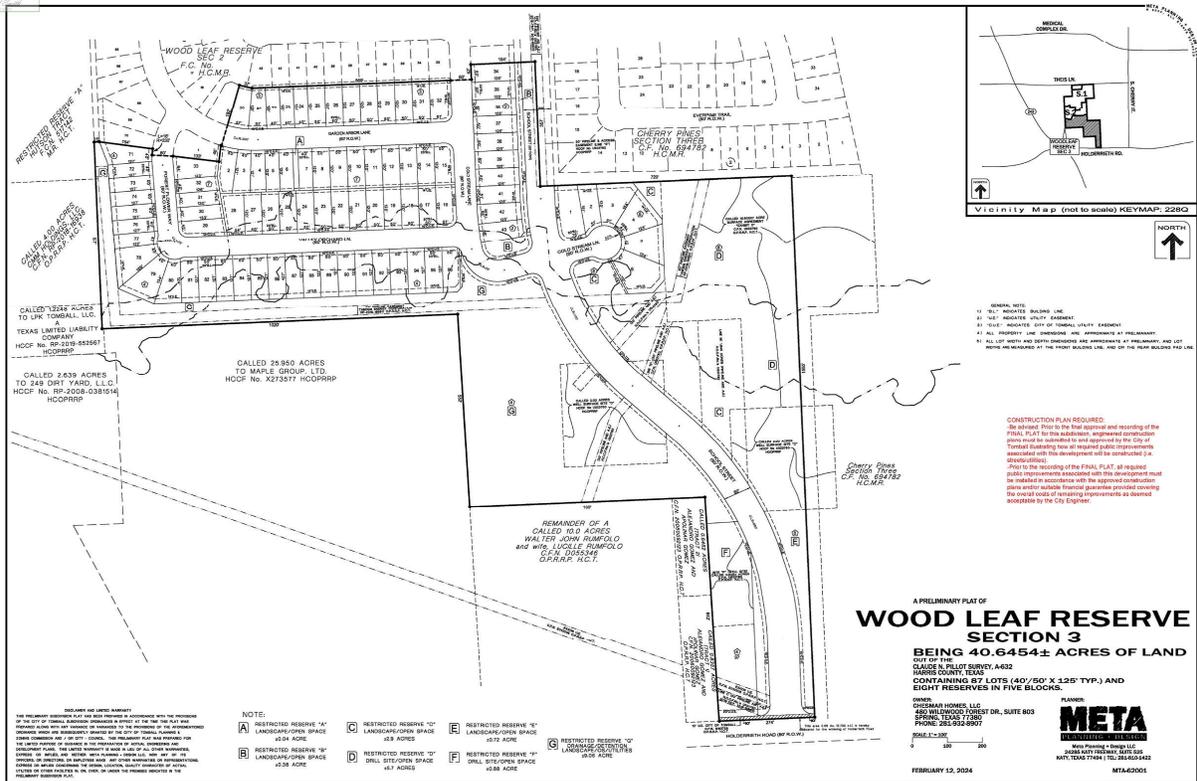
**EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1**





# EXHIBIT A-4 – MAP OF FUTURE IMPROVEMENT AREA

CITY OF TOMBALL  
APPROVED



WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT  
2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

## EXHIBIT B-1 – PROJECT COSTS

	Total Costs <sup>[a]</sup>	Improvement Area #1		Improvement Area #2		Future Improvement Area <sup>[c]</sup>	
		% <sup>[b]</sup>	Costs	% <sup>[b]</sup>	Cost	% <sup>[b]</sup>	Cost
<i>Improvement Area #1 Improvements</i>							
Streets	\$ 1,716,477	100.00%	\$1,716,477	0.00%	\$ -	0.00%	\$ -
Water	389,092	100.00%	389,092	0.00%	-	0.00%	-
Wastewater	439,062	100.00%	439,062	0.00%	-	0.00%	-
Drainage	651,950	100.00%	651,950	0.00%	-	0.00%	-
Natural Gas	259,329	100.00%	259,329	0.00%	-	0.00%	-
Soft Costs	1,090,359	100.00%	1,090,359	0.00%	-	0.00%	-
	\$ 4,546,269		\$4,546,269		\$ -		\$ -
<i>Major Improvements</i>							
Wastewater	\$ 274,320	41.27%	\$ 113,212	28.27%	\$ 77,555	30.46%	\$ 83,553
Drainage and Detention <sup>[d]</sup>	1,674,296	41.27%	690,982	28.27%	473,354	30.46%	\$ 509,960
Soft Costs	568,255	41.27%	234,519	28.27%	160,656	30.46%	\$ 173,080
	\$ 2,516,871		\$1,038,713		\$ 711,566		\$ 766,593
<i>Improvement Area #2 Improvements</i>							
Streets	841,523	0.00%	-	100.00%	841,523	0.00%	-
Water	205,635	0.00%	-	100.00%	205,635	0.00%	-
Wastewater	306,289	0.00%	-	100.00%	306,289	0.00%	-
Drainage and Detention <sup>[d]</sup>	1,720,445	0.00%	-	100.00%	1,720,445	0.00%	-
Natural Gas	123,377	0.00%	-	100.00%	123,377	0.00%	-
Soft Costs	911,221	0.00%	-	100.00%	911,221	0.00%	-
	\$ 4,108,490		\$ -		\$4,108,490		\$ -
<i>Series 2022 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 317,826		\$ 317,826		\$ -		\$ -
Underwriter Discount	138,120		138,120		-		-
Delinquency & Prepayment Reserve	22,030		22,030		-		-
Cost of Issuance	285,640		285,640		-		-
	\$ 763,616		\$ 763,616		\$ -		\$ -
<i>Series 2024 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 217,698		\$ -		\$ 217,698		\$ -
Capitalized Interest	\$ 48,171		-		48,171		-
Underwriter Discount	\$ 108,700		-		108,700		-
Delinquency & Prepayment Reserve	\$ 14,675		-		14,675		-
Cost of Issuance	\$ 210,757		-		210,757		-
	\$ 600,000		\$ -		\$ 600,000		\$ -
<i>Other Costs</i>							
Deposit to Administrative Fund	90,000		45,000		45,000		-
	\$ 90,000		\$ 45,000		\$ 45,000		\$ -
<b>Total</b>	<b>\$ 12,625,246</b>		<b>\$6,393,598</b>		<b>\$5,465,056</b>		<b>\$ 766,593</b>

**Footnotes:**

**Appendix A.**

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Future Improvement Area Assessed Property.

[c] Improvement Area #3 Costs (Future Improvement Area) will be updated based on Estimated Buildout Value in a future SAP Update.

[d] Includes clearing & grubbing, excavation, and grading.

**EXHIBIT B-2 – FUTURE IMPROVEMENT AREA APPORTIONMENT OF COSTS**

Improvement Area	Units <sup>1</sup>	Estimated Buildout Value	Major Improvements <sup>2</sup>		Total Apportionment for Future Funding <sup>1</sup>
			%	Costs	
Improvement Area #1	123	\$ 42,870,000	41.27%	\$ 1,038,713	
Improvement Area #2	81	\$ 30,953,500	28.27%	\$ 711,566	
Future Improvement Area	86	\$ 33,347,200	30.46%	\$ 766,593	\$ 766,593
<b>Total</b>	<b>290</b>	<b>\$ 107,170,700</b>	<b>100.00%</b>	<b>\$ 2,516,871</b>	

**Footnotes:**

- 1) Reimbursable in part or in full from future Assessments levied in the Future Improvement Area.
- 2) The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1, Improvement Area #2 and the Future Improvement Area.

**EXHIBIT C – SERVICE PLAN**

Improvement Area #1						
Annual Installment Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 73,000	\$ 76,000	\$ 79,000	\$ 82,000	\$ 86,000
Interest		243,454	239,986	236,376	232,624	228,421
	(1)	\$ 316,454	\$ 315,986	\$ 315,376	\$ 314,624	\$ 314,421
Annual Collection Costs	(2)	\$ 47,754	\$ 48,709	\$ 49,684	\$ 50,677	\$ 51,691
Additional Interest	(3)	\$ 21,225	\$ 20,860	\$ 20,480	\$ 20,085	\$ 19,675
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 385,433</b>	<b>\$ 385,556</b>	<b>\$ 385,540</b>	<b>\$ 385,386</b>	<b>\$ 385,787</b>

Improvement Area #2						
Annual Installment Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 46,000	\$ 48,000	\$ 50,000	\$ 52,000	\$ 55,000
Interest		\$ 171,698	\$ 169,007	\$ 166,199	\$ 163,274	\$ 160,232
Capitalized Interest		\$ -	\$ -	\$ -	\$ -	\$ -
	(1)	\$ 217,698	\$ 217,007	\$ 216,199	\$ 215,274	\$ 215,232
Annual Collection Costs	(2)	45,000.00	45,900.00	46,818.00	47,754.36	48,709.45
Additional Interest	(3)	14,675.00	14,445.00	14,205.00	13,955.00	13,695.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$277,372.50</b>	<b>\$277,351.50</b>	<b>\$277,221.50</b>	<b>\$276,982.86</b>	<b>\$277,635.95</b>

## EXHIBIT D – SOURCES AND USES OF FUNDS

	Improvement Area #1	Improvement Area #2	Future Improvement Area <sup>[b],[c]</sup>	Total
<b>Sources of Funds</b>				
Improvement Area #1 Bonds	\$ 4,406,000	\$ -	\$ -	\$ 4,406,000
Improvement Area #2 Bonds	\$ -	\$ 2,935,000	\$ -	\$ 2,935,000
Owner Contribution <sup>[a]</sup>	\$ 1,987,598	\$ 2,530,056	\$ 766,593	\$ 5,284,246
<b>Total Sources</b>	<b>\$ 6,393,598</b>	<b>\$ 5,465,056</b>	<b>\$ 766,593</b>	<b>\$ 12,625,246</b>
<b>Uses of Funds</b>				
Improvement Area #1 Improvements	\$ 4,546,269	\$ -	\$ -	\$ 4,546,269
Major Improvements	\$ 1,038,713	\$ 711,566	\$ 766,593	\$ 2,516,871
Improvement Area #2 Improvements	\$ -	\$ 4,108,490	\$ -	\$ 4,108,490
	\$ 5,584,982	\$ 4,820,056	766,593	\$ 11,171,630
<i>Series 2022 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ 317,826	\$ -	\$ -	\$ 317,826
Underwriter Discount	138,120	-	-	138,120
Delinquency & Prepayment Reserve	22,030	-	-	22,030
Cost of Issuance	285,640	-	-	285,640
	\$ 763,616	\$ -	\$ -	\$ 763,616
<i>Series 2024 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ -	\$ 217,698	\$ -	\$ 217,698
Capitalized Interest	-	48,171	-	48,171
Underwriter Discount	-	108,700	-	108,700
Delinquency & Prepayment Reserve	-	14,675	-	14,675
Cost of Issuance	-	210,757	-	210,757
	\$ -	\$ 600,000	\$ -	\$ 600,000
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 45,000	\$ 45,000	\$ -	\$ 90,000
	\$ 45,000	\$ 45,000	\$ -	\$ 90,000
<b>Total Uses</b>	<b>\$ 6,393,598</b>	<b>\$ 5,465,056</b>	<b>\$ 766,593</b>	<b>\$ 12,625,246</b>

**Footnotes:**

[a] Non-reimbursable to Owner through PID Bonds or PID Assessments.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Future Improvement Area Assessed Property.

[c] Additional costs of Future Improvement Area Projects will be determined as Future Improvement Areas are developed and this 2024 Amended and Restated Service and Assessment Plan will be amended.

**EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT**

Lot Type	Units	Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Total Maximum Assessment		Average Annual Installment		Value to Lien per Finished Lot Value	Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total		
<i>Improvement Area #1</i>													
One	66	\$ 330,000	\$ 21,780,000	\$33,916	\$2,238,458	\$ -	\$ -	\$33,916	\$ 2,238,458	\$ 2,970	\$ 195,995	1.4742	\$ 0.8999
Two	57	\$ 370,000	\$ 21,090,000	\$38,027	\$2,167,542	\$ -	\$ -	\$38,027	\$ 2,167,542	\$ 3,330	\$ 189,785	1.6436	\$ 0.8999
<b>Subtotal</b>	<b>123</b>	<b>\$ 42,870,000</b>		<b>\$ 4,406,000</b>		<b>\$ -</b>		<b>\$ 4,406,000</b>		<b>\$ 385,780</b>		<b>1.5589</b>	
<i>Improvement Area #2</i>													
Three	35	\$ 361,300	\$ 12,645,500	\$ -	\$ -	\$ 34,258	\$ 1,199,042	\$34,258	\$ 1,199,042	\$ 3,231	\$ 113,092	1.8098	\$ 0.8943
Four	46	\$ 398,000	\$ 18,308,000	\$ -	\$ -	\$ 37,738	\$ 1,735,958	\$37,738	\$ 1,735,958	\$ 3,559	\$ 163,733	2.0536	\$ 0.8943
<b>Subtotal</b>	<b>81</b>	<b>\$ 30,953,500</b>		<b>\$ -</b>		<b>\$ 2,935,000</b>		<b>\$ 2,935,000</b>		<b>\$ 276,825</b>		<b>1.9317</b>	
<b>Total/Weighted Average</b>	<b>204</b>	<b>\$ 73,823,500</b>		<b>\$ 4,406,000</b>		<b>\$ 2,935,000</b>		<b>\$ 7,341,000</b>		<b>\$ 662,605</b>		<b>1.7453</b>	

## EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #1 <sup>[c]</sup>				Annual Collection Costs <sup>[a]</sup>	Annual Installment Due 1/31/25 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest		
1443500010001	Block 1 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010002	Block 1 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010003	Block 1 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010004	Block 1 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010005	Block 1 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010006	Block 1 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010007	Block 1 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010008	Block 1 Lot 8	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010009	Block 1 Lot 9	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010010	Block 1 Lot 10	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010011	Block 1 Lot 11	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010012	Block 1 Lot 12	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010013	Block 1 Lot 13	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010014	Block 1 Lot 14	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010015	Block 1 Lot 15	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010016	Block 1 Lot 16	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010017	Block 1 Lot 17	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010018	Block 1 Lot 18	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010019	Block 1 Lot 19	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010020	Block 1 Lot 20	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010021	Block 1 Lot 21	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020001	Block 2 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020002	Block 2 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020003	Block 2 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020004	Block 2 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020005	Block 2 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020006	Block 2 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020007	Block 2 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500030001	Block 3 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500030002	Block 3 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040001	Block 4 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040002	Block 4 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040003	Block 4 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040004	Block 4 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040005	Block 4 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040006	Block 4 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040007	Block 4 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040008	Block 4 Lot 8	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040009	Block 4 Lot 9	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040010	Block 4 Lot 10	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57

**Footnotes:**

- [a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.
- [b] Outstanding Assessment prior to 1/31/2025 Annual Installment.
- [c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

Property ID	Legal Description	Lot Type	Improvement Area #1 <sup>[d]</sup>					Annual Collection Costs <sup>[a]</sup>	Annual Installment Due 1/31/25 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest			
1443500040011	Block 4 Lot 11	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500040012	Block 4 Lot 12	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500040013	Block 4 Lot 13	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500040014	Block 4 Lot 14	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500040015	Block 4 Lot 15	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500040016	Block 4 Lot 16	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040017	Block 4 Lot 17	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040018	Block 4 Lot 18	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040019	Block 4 Lot 19	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040020	Block 4 Lot 20	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040021	Block 4 Lot 21	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040022	Block 4 Lot 22	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040023	Block 4 Lot 23	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040024	Block 4 Lot 24	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040025	Block 4 Lot 25	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040026	Block 4 Lot 26	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040027	Block 4 Lot 27	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040028	Block 4 Lot 28	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040029	Block 4 Lot 29	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040030	Block 4 Lot 30	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040031	Block 4 Lot 31	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040032	Block 4 Lot 32	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040033	Block 4 Lot 33	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040034	Block 4 Lot 34	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040035	Block 4 Lot 35	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040036	Block 4 Lot 36	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040037	Block 4 Lot 37	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040038	Block 4 Lot 38	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040039	Block 4 Lot 39	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040040	Block 4 Lot 40	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040041	Block 4 Lot 41	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040042	Block 4 Lot 42	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040043	Block 4 Lot 43	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040044	Block 4 Lot 44	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040045	Block 4 Lot 45	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040046	Block 4 Lot 46	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040047	Block 4 Lot 47	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040048	Block 4 Lot 48	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040049	Block 4 Lot 49	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040050	Block 4 Lot 50	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	

**Footnotes:**

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2025 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

Property ID	Legal Description	Lot Type	Improvement Area #1 <sup>[c]</sup>					Annual Collection Costs <sup>[a]</sup>	Annual Installment Due 1/31/25 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest			
1443500040051	Block 4 Lot 51	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040052	Block 4 Lot 52	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040053	Block 4 Lot 53	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050001	Block 5 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050002	Block 5 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050003	Block 5 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050004	Block 5 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050005	Block 5 Lot 5	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050006	Block 5 Lot 6	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050007	Block 5 Lot 7	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050008	Block 5 Lot 8	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050009	Block 5 Lot 9	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050010	Block 5 Lot 10	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050011	Block 5 Lot 11	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050012	Block 5 Lot 12	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050013	Block 5 Lot 13	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050014	Block 5 Lot 14	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050015	Block 5 Lot 15	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050016	Block 5 Lot 16	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050017	Block 5 Lot 17	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050018	Block 5 Lot 18	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060001	Block 6 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060002	Block 6 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060003	Block 6 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060004	Block 6 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060005	Block 6 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060006	Block 6 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060007	Block 6 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060008	Block 6 Lot 8	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060009	Block 6 Lot 9	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060010	Block 6 Lot 10	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060011	Block 6 Lot 11	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060012	Block 6 Lot 12	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060013	Block 6 Lot 13	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060014	Block 6 Lot 14	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060015	Block 6 Lot 15	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060016	Block 6 Lot 16	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060017	Block 6 Lot 17	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060018	Block 6 Lot 18	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060019	Block 6 Lot 19	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	

**Footnotes:**

- [a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.
- [b] Outstanding Assessment prior to 1/31/2025 Annual Installment.
- [c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

			Improvement Area #1 <sup>[c]</sup>					
Property ID	Legal Description	Lot Type	Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[a]</sup>	Annual Installment Due 1/31/25 <sup>[d]</sup>
1443500060020	Block 6 Lot 20	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500060021	Block 6 Lot 21	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500060022	Block 6 Lot 22	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500010022	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500010023	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020008	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020009	Park	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020010	Lake/Detention	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040054	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040055	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040056	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500060023	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>			<b>\$ 4,245,000.00</b>	<b>\$ 73,000.00</b>	<b>\$ 243,453.76</b>	<b>\$ 21,225.00</b>	<b>\$ 47,754.36</b>	<b>\$ 385,433.12</b>

**Footnotes:**

- [a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.
- [b] Outstanding Assessment prior to 1/31/2025 Annual Installment.
- [c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

## EXHIBIT F-2 – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENTS

Improvement Area #1 2022 Bonds					
Annual Installments Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs [c]	Total Installment [d]
1/31/2025	73,000.00	243,453.76	21,225.00	47,754.36	385,433.12
1/31/2026	76,000.00	239,986.26	20,860.00	48,709.45	385,555.71
1/31/2027	79,000.00	236,376.26	20,480.00	49,683.64	385,539.90
1/31/2028	82,000.00	232,623.76	20,085.00	50,677.31	385,386.07
1/31/2029	86,000.00	228,421.26	19,675.00	51,690.86	385,787.12
1/31/2030	90,000.00	224,013.76	19,245.00	52,724.67	385,983.43
1/31/2031	94,000.00	219,401.26	18,795.00	53,779.17	385,975.43
1/31/2032	98,000.00	214,583.76	18,325.00	54,854.75	385,763.51
1/31/2033	102,000.00	209,561.26	17,835.00	55,951.84	385,348.10
1/31/2034	108,000.00	203,568.76	17,325.00	57,070.88	385,964.64
1/31/2035	114,000.00	197,223.76	16,785.00	58,212.30	386,221.06
1/31/2036	120,000.00	190,526.26	16,215.00	59,376.54	386,117.80
1/31/2037	126,000.00	183,476.26	15,615.00	60,564.08	385,655.34
1/31/2038	133,000.00	176,073.76	14,985.00	61,775.36	385,834.12
1/31/2039	140,000.00	168,260.00	14,320.00	63,010.86	385,590.86
1/31/2040	148,000.00	160,035.00	13,620.00	64,271.08	385,926.08
1/31/2041	156,000.00	151,340.00	12,880.00	65,556.50	385,776.50
1/31/2042	165,000.00	142,175.00	12,100.00	66,867.63	386,142.63
1/31/2043	174,000.00	132,481.26	11,275.00	68,204.99	385,961.25
1/31/2044	183,000.00	122,258.76	10,405.00	69,569.09	385,232.85
1/31/2045	194,000.00	111,507.50	9,490.00	70,960.47	385,957.97
1/31/2046	205,000.00	100,110.00	8,520.00	72,379.68	386,009.68
1/31/2047	216,000.00	88,066.26	7,495.00	73,827.27	385,388.53
1/31/2048	229,000.00	75,376.26	6,415.00	75,303.82	386,095.08
1/31/2049	242,000.00	61,922.50	5,270.00	76,809.89	386,002.39
1/31/2050	256,000.00	47,705.00	4,060.00	78,346.09	386,111.09
1/31/2051	270,000.00	32,665.00	2,780.00	79,913.01	385,358.01
1/31/2052	286,000.00	16,802.50	1,430.00	81,511.27	385,743.77
Total	\$ 4,245,000.00	\$ 4,409,995.18	\$ 377,510.00	\$ 1,769,356.84	\$10,801,862.02

**Footnotes:**

[a] The Interest Rate equals the rate of the IA#1 2022 Bonds.

[b] Additional Interest is calculated at a rate of .50%.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) for costs incurred by City staff for administering the PID.

[d] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.





**EXHIBIT G-2 – IMPROVEMENT AREA #2 TOTAL ANNUAL INSTALLMENTS**

Installment Due 1/31	Improvement Area #2 2024 Bonds				Annual Collection Costs	Total Installment [c]
	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]		
2024	-	48,170.69	(48,170.69)	-	-	-
2025	46,000.00	171,697.50	-	14,675.00	45,000.00	277,372.50
2026	48,000.00	169,006.50	-	14,445.00	45,900.00	277,351.50
2027	50,000.00	166,198.50	-	14,205.00	46,818.00	277,221.50
2028	52,000.00	163,273.50	-	13,955.00	47,754.36	276,982.86
2029	55,000.00	160,231.50	-	13,695.00	48,709.45	277,635.95
2030	57,000.00	157,014.00	-	13,420.00	49,683.64	277,117.64
2031	60,000.00	153,679.50	-	13,135.00	50,677.31	277,491.81
2032	62,000.00	150,169.50	-	12,835.00	51,690.86	276,695.36
2033	65,000.00	146,542.50	-	12,525.00	52,724.67	276,792.17
2034	68,000.00	142,740.00	-	12,200.00	53,779.17	276,719.17
2035	72,000.00	138,762.00	-	11,860.00	54,854.75	277,476.75
2036	75,000.00	134,550.00	-	11,500.00	55,951.84	277,001.84
2037	79,000.00	130,162.50	-	11,125.00	57,070.88	277,358.38
2038	82,000.00	125,541.00	-	10,730.00	58,212.30	276,483.30
2039	86,000.00	120,744.00	-	10,320.00	59,376.54	276,440.54
2040	91,000.00	115,713.00	-	9,890.00	60,564.08	277,167.08
2041	95,000.00	110,389.50	-	9,435.00	61,775.36	276,599.86
2042	100,000.00	104,832.00	-	8,960.00	63,010.86	276,802.86
2043	105,000.00	98,982.00	-	8,460.00	64,271.08	276,713.08
2044	110,000.00	92,839.50	-	7,935.00	65,556.50	276,331.00
2045	116,000.00	86,404.50	-	7,385.00	66,867.63	276,657.13
2046	122,000.00	79,618.50	-	6,805.00	68,204.99	276,628.49
2047	128,000.00	72,481.50	-	6,195.00	69,569.09	276,245.59
2048	135,000.00	64,993.50	-	5,555.00	70,960.47	276,508.97
2049	142,000.00	57,096.00	-	4,880.00	72,379.68	276,355.68
2050	150,000.00	48,789.00	-	4,170.00	73,827.27	276,786.27
2051	158,000.00	40,014.00	-	3,420.00	75,303.82	276,737.82
2052	166,000.00	30,771.00	-	2,630.00	76,809.89	276,210.89
2053	175,000.00	21,060.00	-	1,800.00	78,346.09	276,206.09
2054	185,000.00	10,822.50	-	925.00	79,913.01	276,660.51
<b>Total</b>	<b>\$ 2,935,000.00</b>	<b>\$ 3,313,289.69</b>	<b>\$ (48,170.69)</b>	<b>\$ 279,070.00</b>	<b>\$ 1,825,563.56</b>	<b>\$ 8,304,752.56</b>

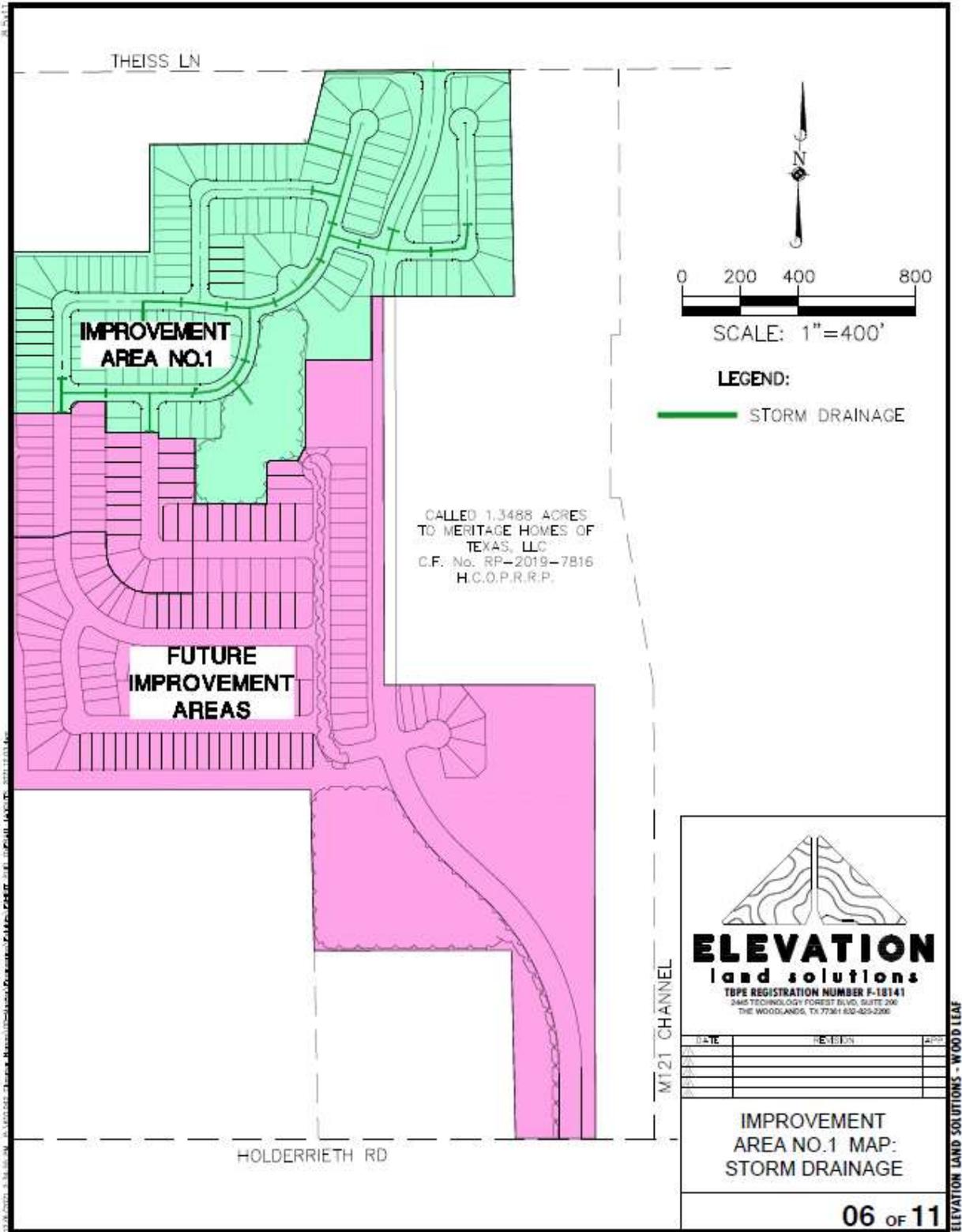
**Footnotes:**

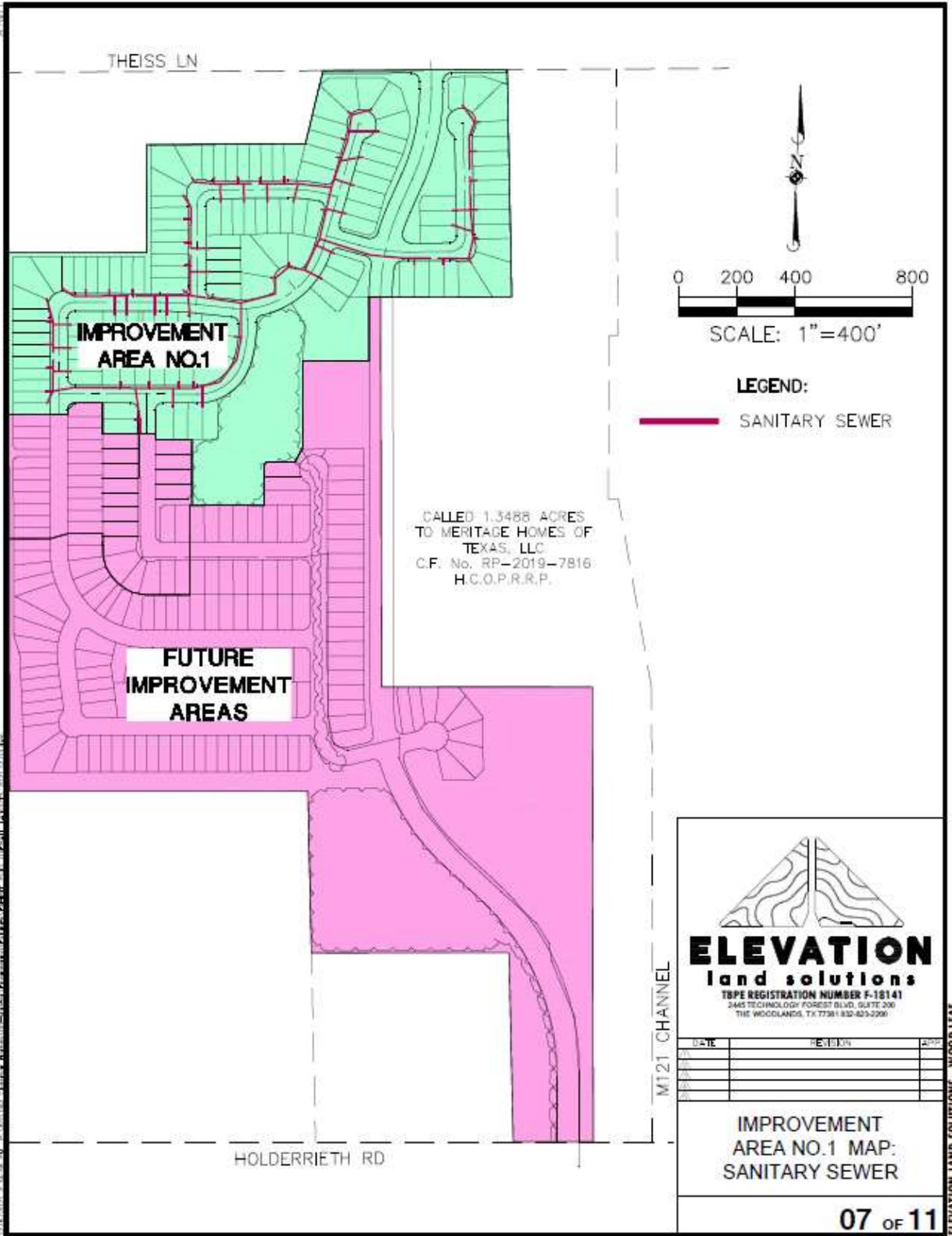
[a] Interest is calculated at a 5.85% rate.

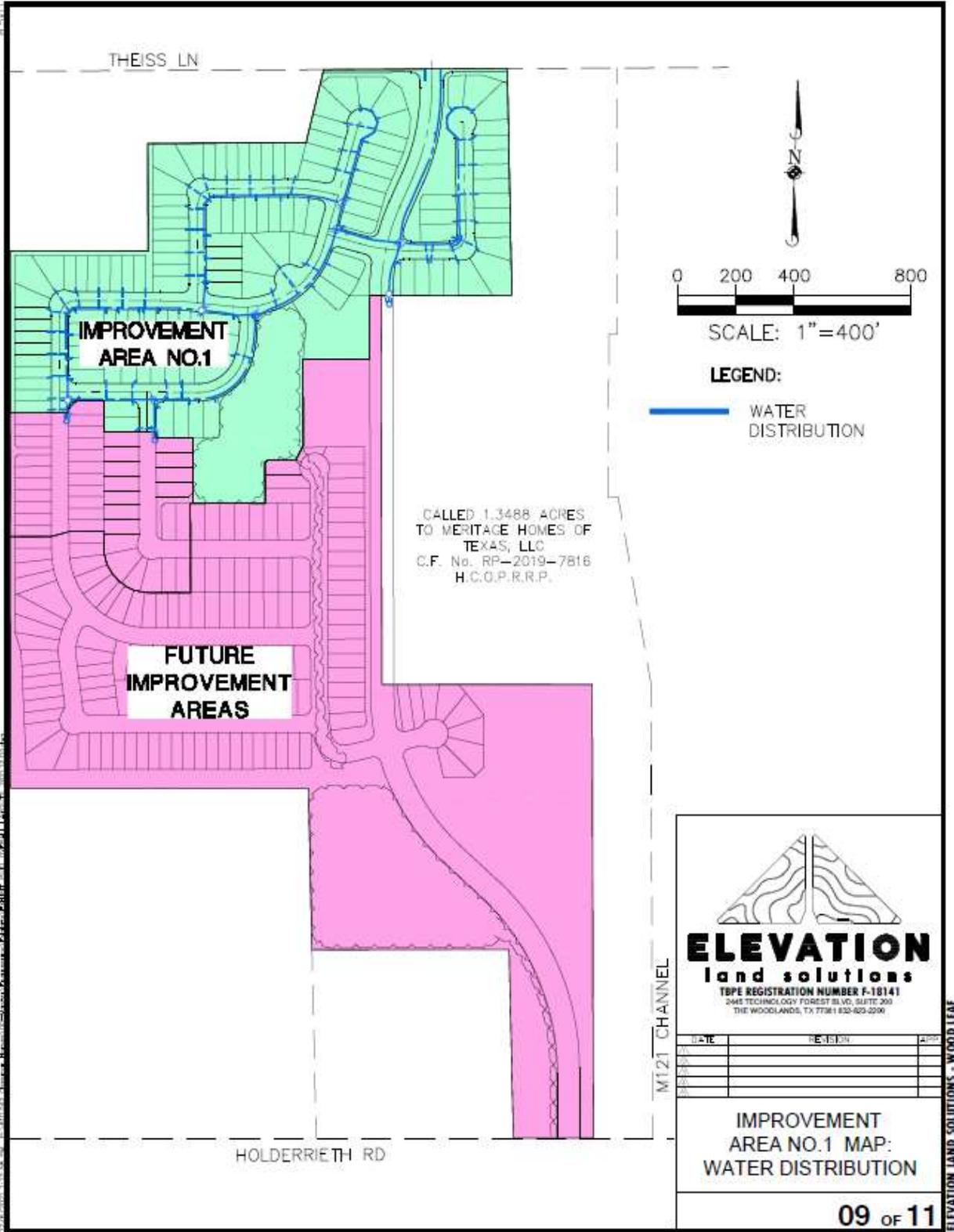
[b] Additional Interest is calculated at a \$0.50 rate.

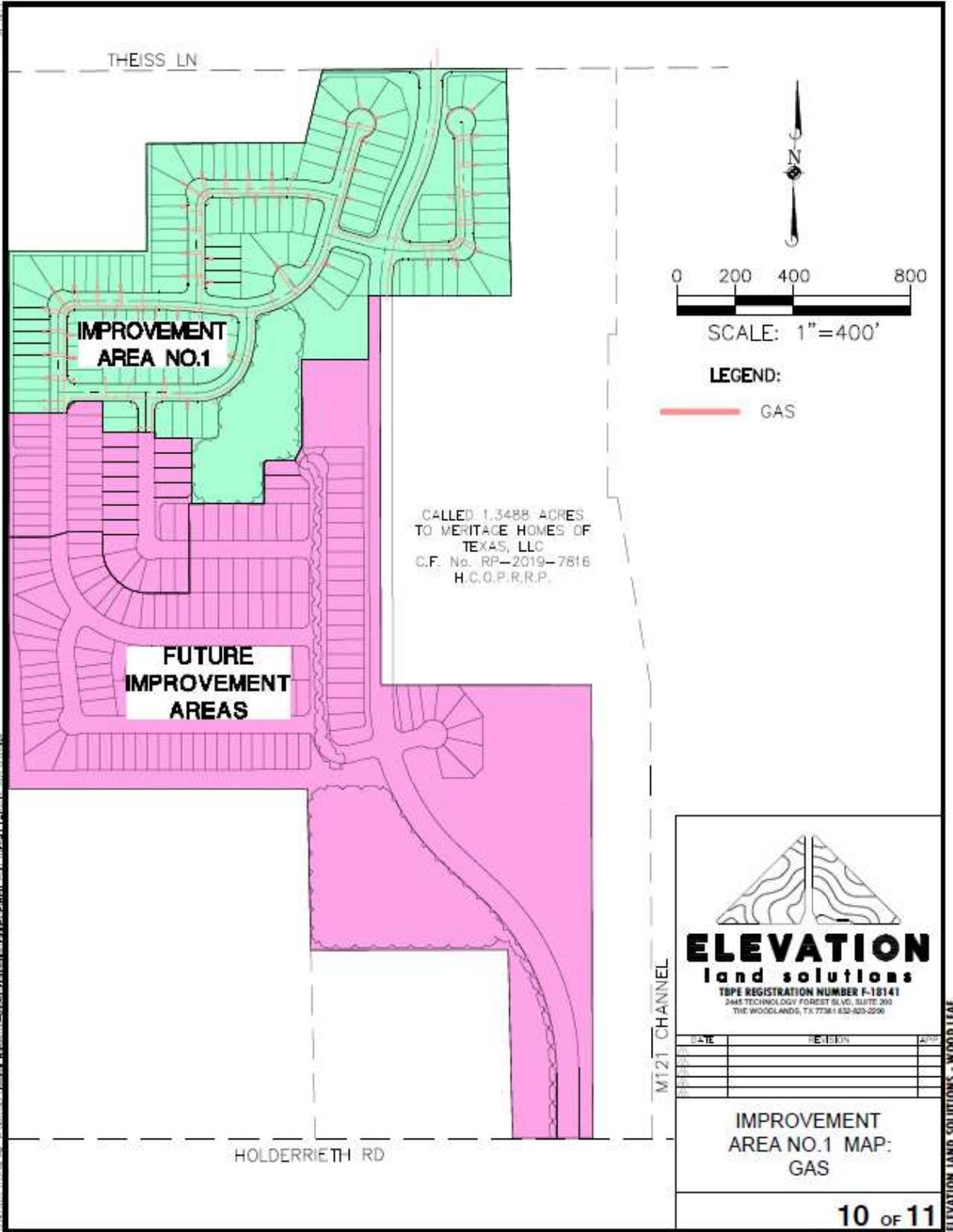
[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

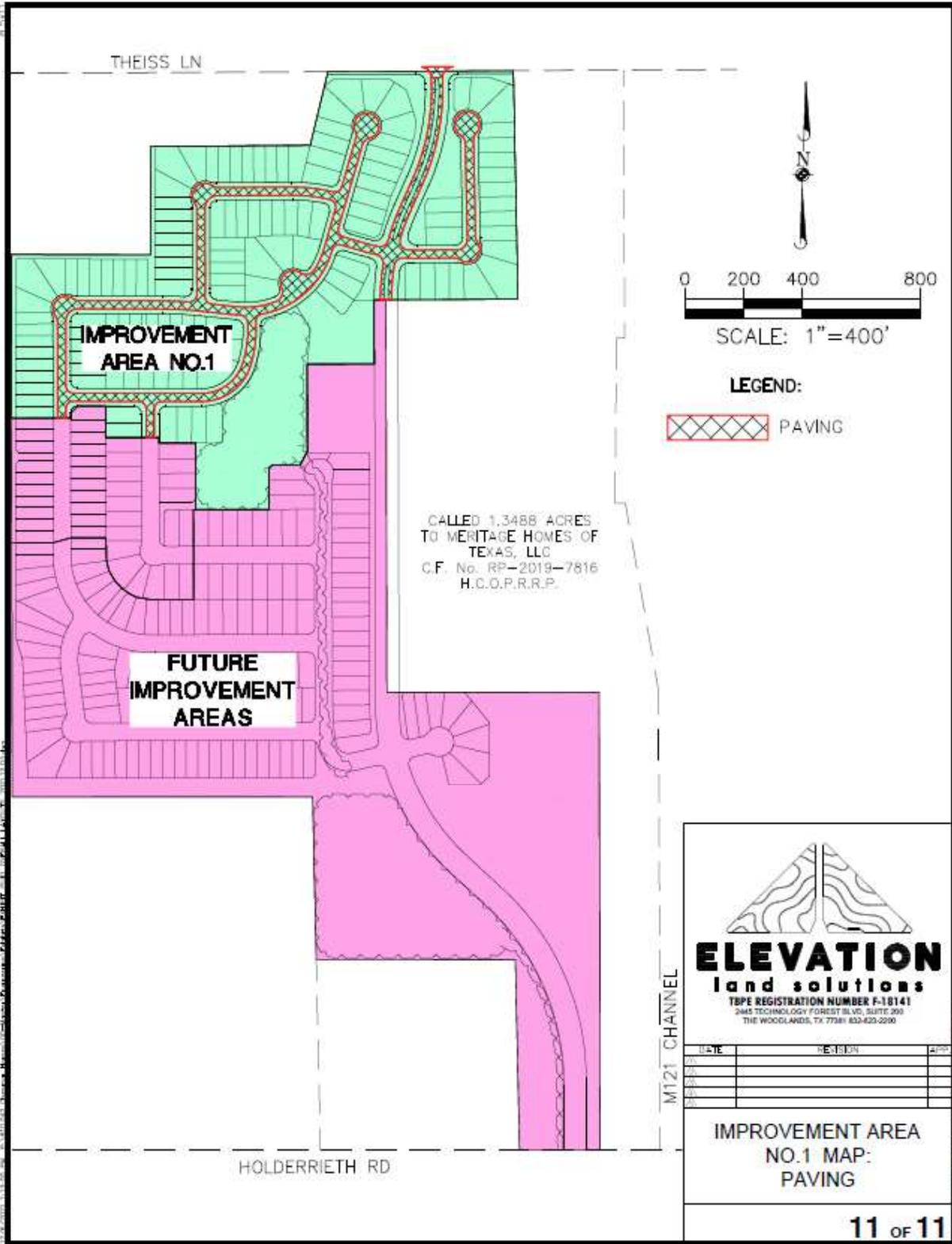
**EXHIBIT H-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS**



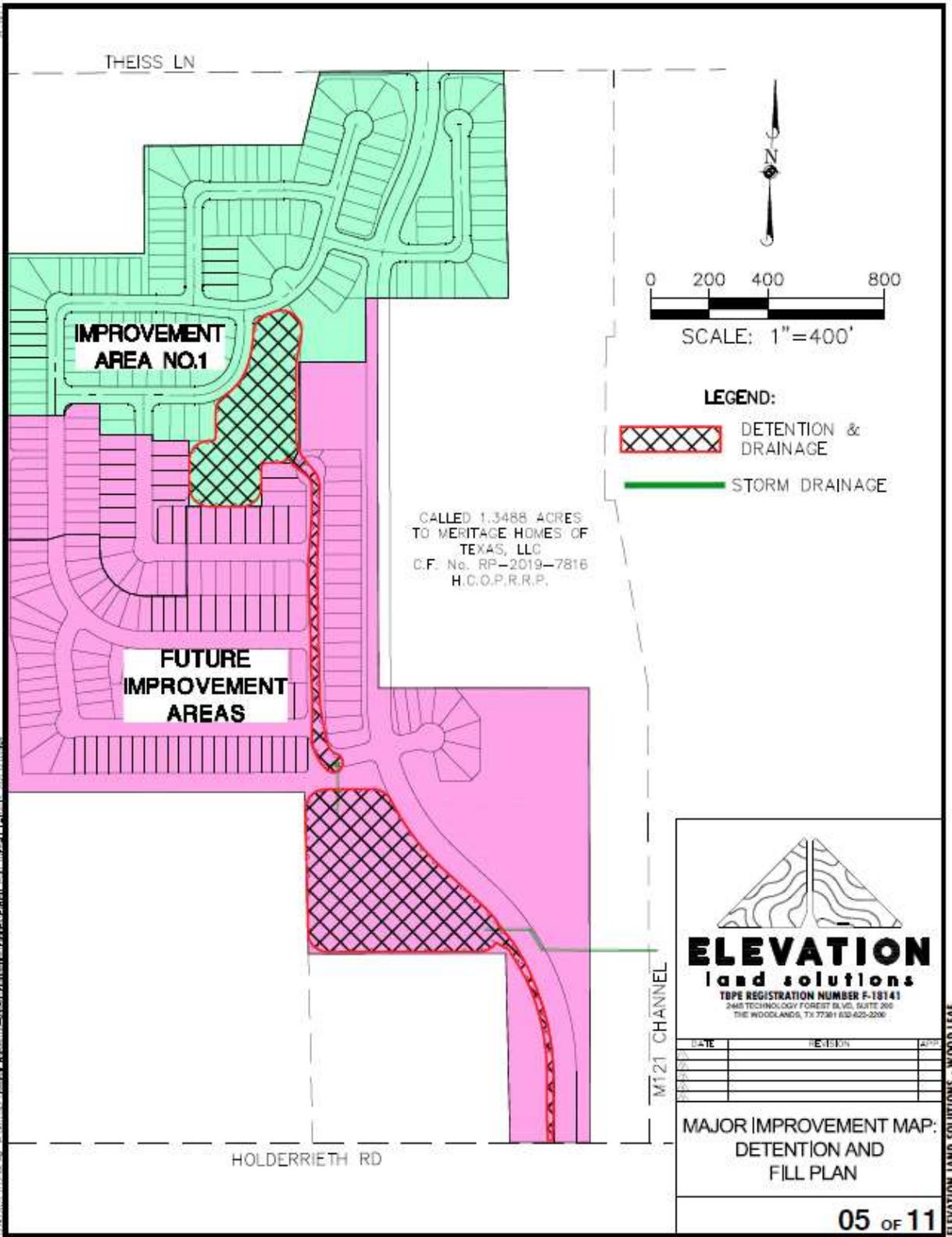


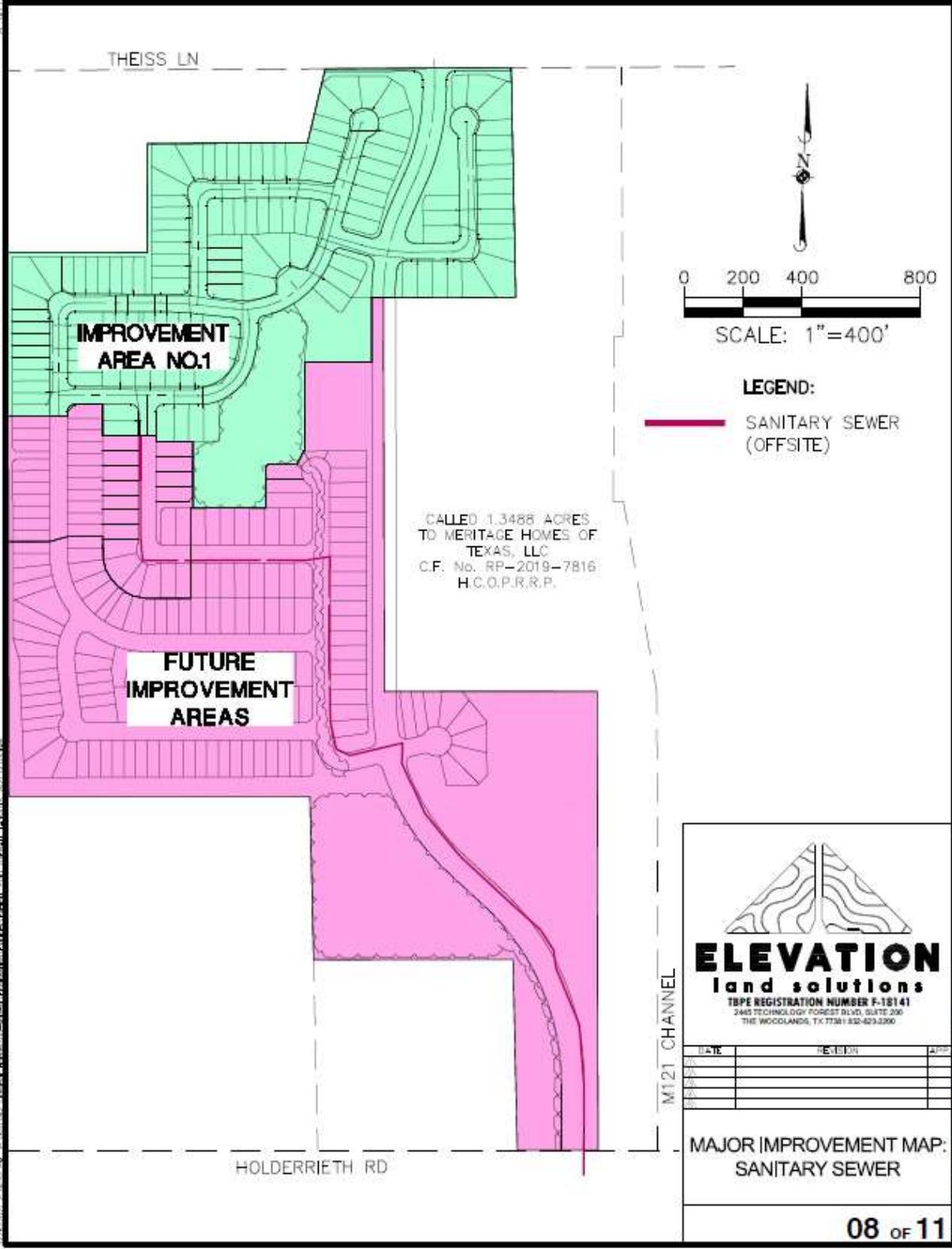






**EXHIBIT H-2 – MAPS OF MAJOR IMPROVEMENTS**





**ELEVATION**  
land solutions  
T&E REGISTRATION NUMBER F-18141  
2445 TECHNOLOGY FOREST BLVD, SUITE 200  
THE WOODLANDS, TX 77381 832-423-2200

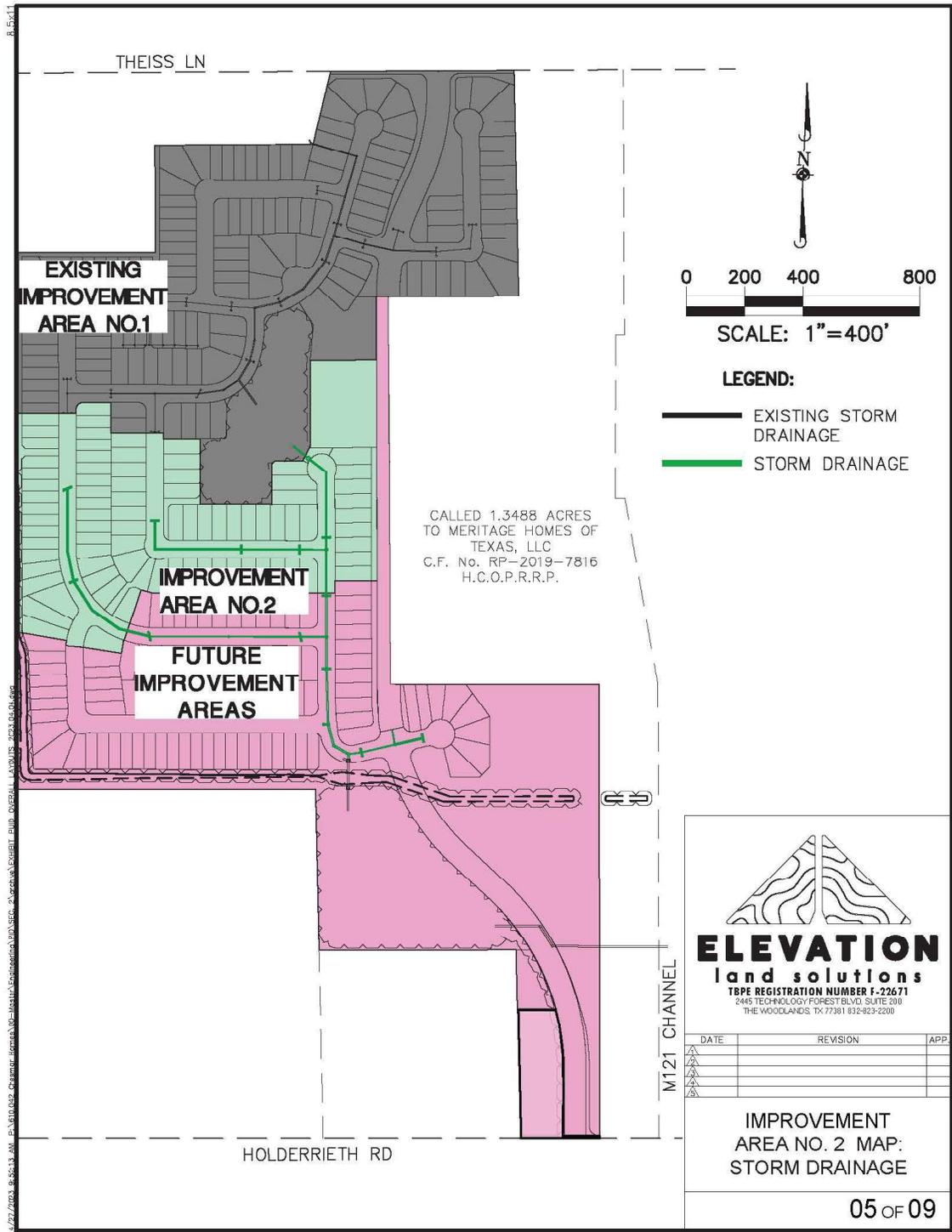
DATE	REVISION	BY

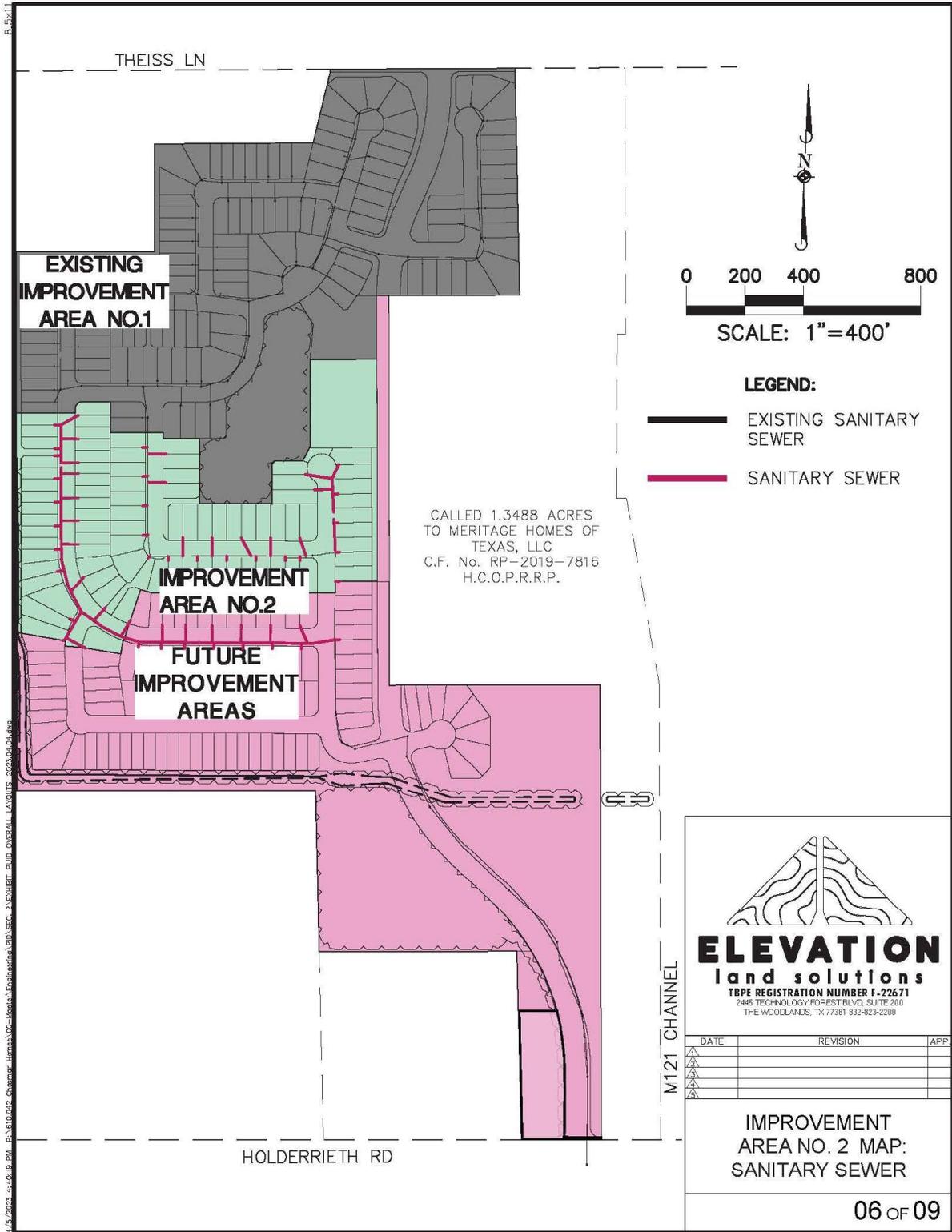
MAJOR IMPROVEMENT MAP:  
SANITARY SEWER

08 of 11

ELEVATION LAND SOLUTIONS - WOOD LEAF

**EXHIBIT H-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS**





4/15/2023 4:46:48 PM P:\S10\042\_Calendar\_Items\A\_02\_Meritag\_Homes\A\_02\_Meritag\_Homes\A\_02\_Meritag\_Homes\_2023\04\_04.dwg

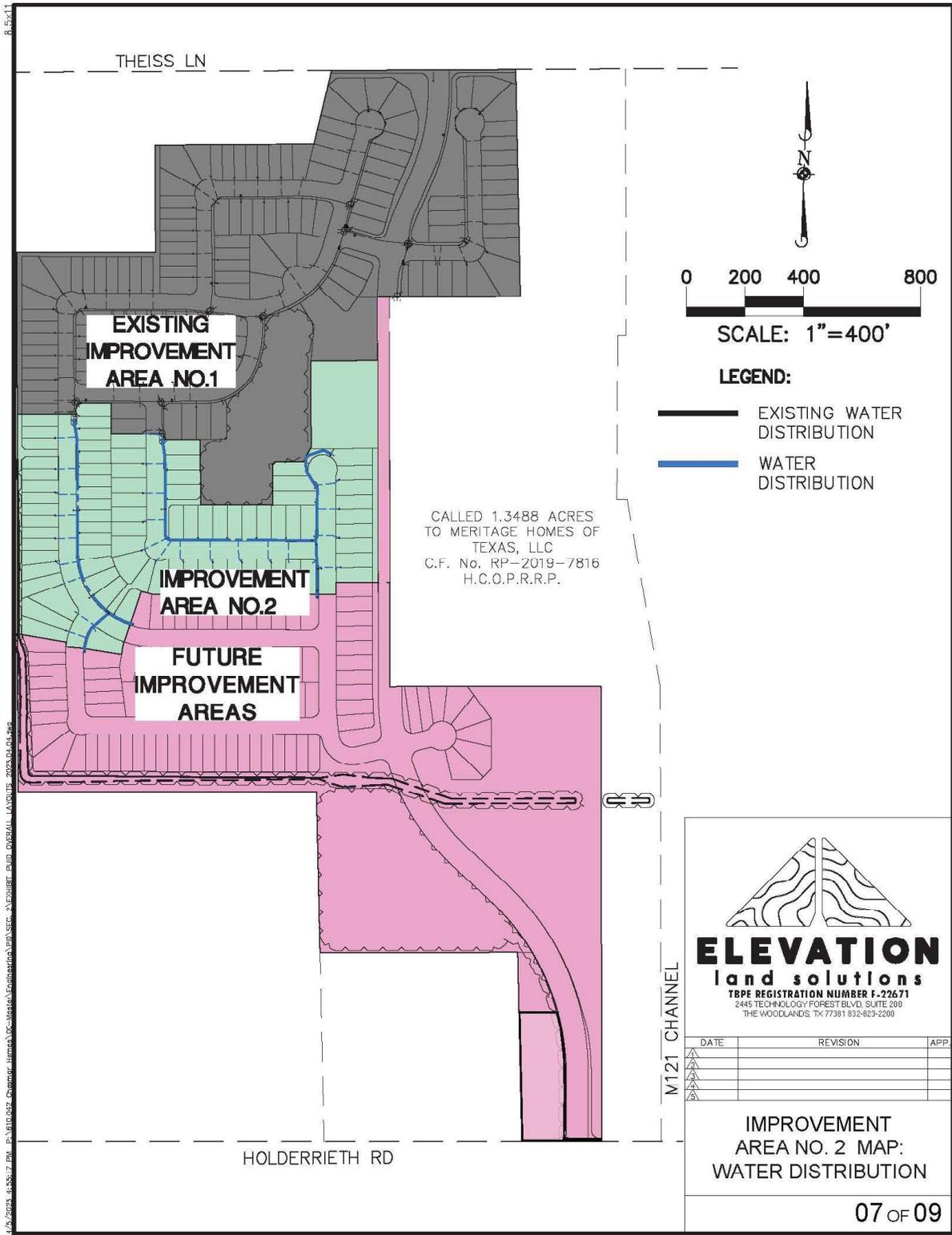
**ELEVATION**  
 land solutions  
 T&E REGISTRATION NUMBER F-22671  
 2445 TECHNOLOGY FOREST BLVD, SUITE 200  
 THE WOODLANDS, TX 77381 832-923-2209

DATE	REVISION	APP

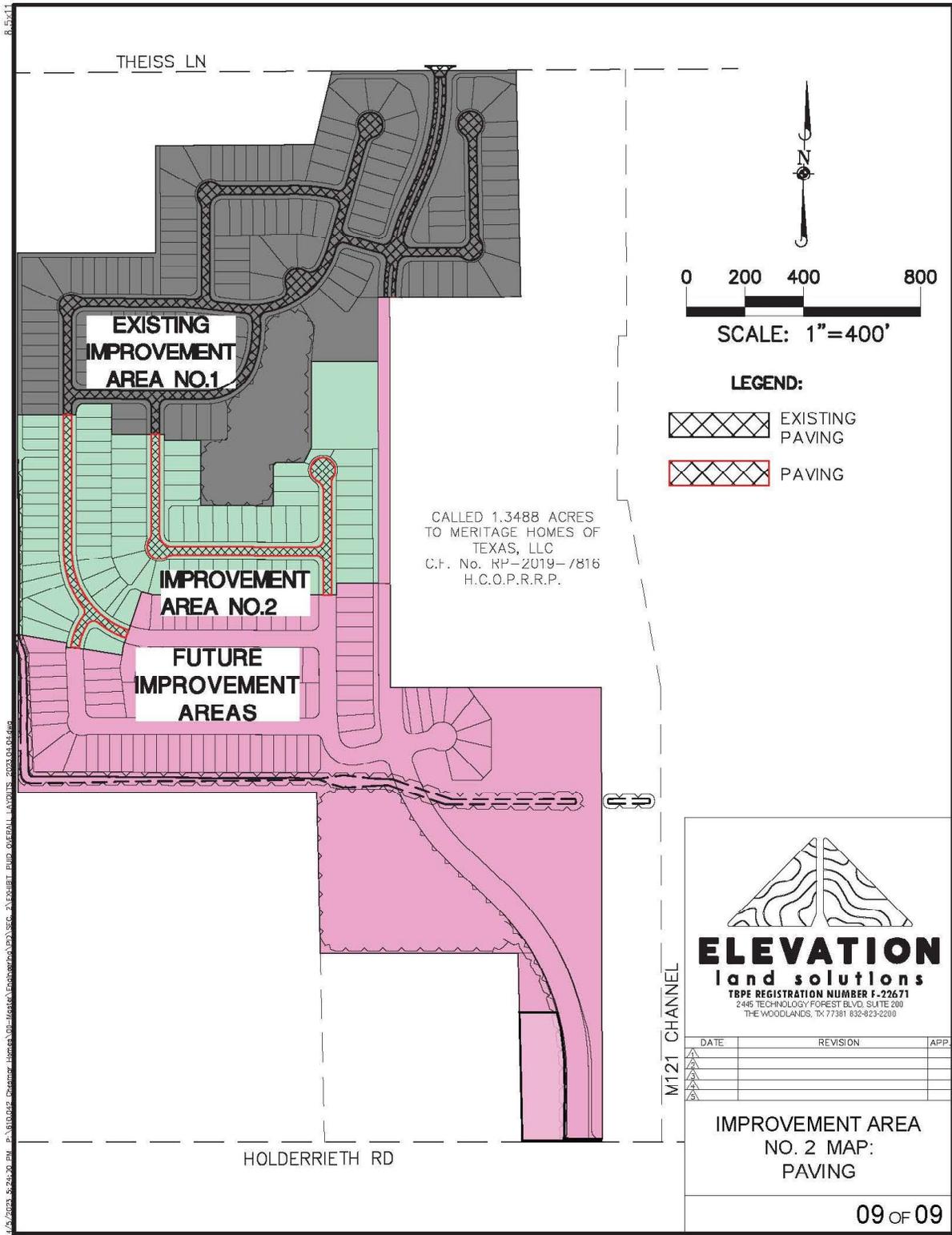
IMPROVEMENT  
 AREA NO. 2 MAP:  
 SANITARY SEWER

06 OF 09

ELEVATION LAND SOLUTIONS - WOOD LEAF







**EXHIBIT I – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

---

[Date]  
Harris County Civil Courthouse  
Honorable [County Clerk Name]  
201 Caroline, Suite 310  
Houston, Texas 77002

**Re: City of Tomball Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Tomball is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

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

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com





## EXHIBIT J-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

### DEBT SERVICE REQUIREMENTS

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

Year Ending (September 30)	Principal	Interest	Total
2023	\$ 90,000.00	\$ 227,386.14	\$ 317,386.14
2024	71,000.00	246,826.26	317,826.26
2025	73,000.00	243,453.76	316,453.76
2026	76,000.00	239,986.26	315,986.26
2027	79,000.00	236,376.26	315,376.26
2028	82,000.00	232,623.76	314,623.76
2029	86,000.00	228,421.26	314,421.26
2030	90,000.00	224,013.76	314,013.76
2031	94,000.00	219,401.26	313,401.26
2032	98,000.00	214,583.76	312,583.76
2033	102,000.00	209,561.26	311,561.26
2034	108,000.00	203,568.76	311,568.76
2035	114,000.00	197,223.76	311,223.76
2036	120,000.00	190,526.26	310,526.26
2037	126,000.00	183,476.26	309,476.26
2038	133,000.00	176,073.76	309,073.76
2039	140,000.00	168,260.00	308,260.00
2040	148,000.00	160,035.00	308,035.00
2041	156,000.00	151,340.00	307,340.00
2042	165,000.00	142,175.00	307,175.00
2043	174,000.00	132,481.26	306,481.26
2044	183,000.00	122,258.76	305,258.76
2045	194,000.00	111,507.50	305,507.50
2046	205,000.00	100,110.00	305,110.00
2047	216,000.00	88,066.26	304,066.26
2048	229,000.00	75,376.26	304,376.26
2049	242,000.00	61,922.50	303,922.50
2050	256,000.00	47,705.00	303,705.00
2051	270,000.00	32,665.00	302,665.00
2052	286,000.00	16,802.50	302,802.50
<b>Total</b>	<b><u>\$4,406,000.00</u></b>	<b><u>\$4,884,207.58</u></b>	<b><u>\$9,290,207.58</u></b>

## EXHIBIT J-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

Improvement Area #2 2024 Bonds						
Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Total Installment [c]
2024	-	48,170.69	(48,170.69)	-	-	-
2025	46,000.00	171,697.50	-	14,675.00	45,000.00	277,372.50
2026	48,000.00	169,006.50	-	14,445.00	45,900.00	277,351.50
2027	50,000.00	166,198.50	-	14,205.00	46,818.00	277,221.50
2028	52,000.00	163,273.50	-	13,955.00	47,754.36	276,982.86
2029	55,000.00	160,231.50	-	13,695.00	48,709.45	277,635.95
2030	57,000.00	157,014.00	-	13,420.00	49,683.64	277,117.64
2031	60,000.00	153,679.50	-	13,135.00	50,677.31	277,491.81
2032	62,000.00	150,169.50	-	12,835.00	51,690.86	276,695.36
2033	65,000.00	146,542.50	-	12,525.00	52,724.67	276,792.17
2034	68,000.00	142,740.00	-	12,200.00	53,779.17	276,719.17
2035	72,000.00	138,762.00	-	11,860.00	54,854.75	277,476.75
2036	75,000.00	134,550.00	-	11,500.00	55,951.84	277,001.84
2037	79,000.00	130,162.50	-	11,125.00	57,070.88	277,358.38
2038	82,000.00	125,541.00	-	10,730.00	58,212.30	276,483.30
2039	86,000.00	120,744.00	-	10,320.00	59,376.54	276,440.54
2040	91,000.00	115,713.00	-	9,890.00	60,564.08	277,167.08
2041	95,000.00	110,389.50	-	9,435.00	61,775.36	276,599.86
2042	100,000.00	104,832.00	-	8,960.00	63,010.86	276,802.86
2043	105,000.00	98,982.00	-	8,460.00	64,271.08	276,713.08
2044	110,000.00	92,839.50	-	7,935.00	65,556.50	276,331.00
2045	116,000.00	86,404.50	-	7,385.00	66,867.63	276,657.13
2046	122,000.00	79,618.50	-	6,805.00	68,204.99	276,628.49
2047	128,000.00	72,481.50	-	6,195.00	69,569.09	276,245.59
2048	135,000.00	64,993.50	-	5,555.00	70,960.47	276,508.97
2049	142,000.00	57,096.00	-	4,880.00	72,379.68	276,355.68
2050	150,000.00	48,789.00	-	4,170.00	73,827.27	276,786.27
2051	158,000.00	40,014.00	-	3,420.00	75,303.82	276,737.82
2052	166,000.00	30,771.00	-	2,630.00	76,809.89	276,210.89
2053	175,000.00	21,060.00	-	1,800.00	78,346.09	276,206.09
2054	185,000.00	10,822.50	-	925.00	79,913.01	276,660.51
<b>Total</b>	<b>\$ 2,935,000.00</b>	<b>\$ 3,313,289.69</b>	<b>\$ (48,170.69)</b>	<b>\$ 279,070.00</b>	<b>\$ 1,825,563.56</b>	<b>\$ 8,304,752.56</b>

**Footnotes:**

[a] Interest is calculated at a 5.85% rate.

[b] Additional Interest is calculated at a \$0.50 rate.

[c] 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.

## EXHIBIT K-1 – DISTRICT BOUNDARY DESCRIPTION

A **METES & BOUNDS** description of a certain 90.54 acre (3,943,901 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632 in Harris County, Texas, being all of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP- 2020-405995, Harris County Official Public Records of Real Property, also being all of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 90.54 acre (3,943,901 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

**BEGINNING** at a 2-inch iron pipe found, being the most westerly northwest corner of the herein described tract, being the most westerly northwest corner of said called 61.013 acre tract, also being the southwest corner of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P., by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records of Real Property, also being on the east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, by plat recorded in Clerk's File No. W008922, Harris County Map Records;

THENCE, North 87°45'25" East, 472.90 feet along the south line of said called 6.7133 acre tract to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract;

THENCE, North 02°26'51" West, 368.19 feet along the east line of said called 6.7133 acre tract to a 5/8-inch iron rod (with cap) found, being the most northerly northwest corner of said called 61.013 acre tract;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Alejandro and Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a point for corner, being the northeast corner of said called 1.167 acre tract (Tract 2), from which a 5/8-inch iron rod (with cap) found bears North 11°11'31" East, 0.41 feet;

THENCE, North 87°21'24" East, 629.28 feet to a point for the northeast corner of the herein described tract, being the northeast corner of said Tract V, also being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC, by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears North 03°29'29" West, 0.92 feet;

THENCE, along the west line of said called 39.03 acre tract, the following five (5) courses and distances:

1. South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found;
2. South 87°21'07" West, 448.18 feet to a 5/8-inch iron rod found;
3. South 02°27'59" East, 1,331.96 feet to a 1/2-inch iron rod found;
4. North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found;

5. South 02°27'41" East, 1,545.47 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set for the southeast corner of the herein described tract, being 10 feet north of and parallel to the north right-of-way line of Holderrieth Road (width varies per Volume 816, Page 359, and Volume 1036, Page 256, Harris County Deed Records);

THENCE, South 87°39'37" West, 10 feet north of and parallel to said north right-of-way line of Holderrieth Road, 129.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 30.00 feet, a central angle of 40°10'02", an arc length of 21.03 feet, and a chord bearing of North 17°44'38" East, 20.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 02°20'23" West, 198.70 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 810.05 feet, a central angle of 15°17'16", an arc length of 216.14 feet, and a chord bearing of North 09°59'01" West, 215.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°39'37" West, 132.30 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the east line of a called 0.6462 acre tract (Tract 2) conveyed to Alejandro Gomez and

Apolinar Gomez by deed recorded in Clerk's File No. 20060092123, Harris County Official Public Records of Real Property;

THENCE, North 03°36'41" West, 204.00 feet along said east line of said called 0.6462 acre tract to the northeast corner of said called 0.6462 acre tract, from which a 1-inch iron pipe found bears North 22°52'28" West, 1.14 feet;

THENCE, South 87°37'15" West, along the north line of said called 0.6462 acre tract, at a distance of 100.11 feet passing a 1/2-inch iron rod found, being the northwest corner of said called 0.6462 acre tract, also being the northeast corner of the remainder of a called 10.0 acre tract conveyed to Walter John Rumfolo and wife, Lucille Rumfolo, by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, continuing along the north line of said called 10.0 acre tract for a total distance of 675.32 feet to a 3/8-inch iron rod found, being the northwest corner of said remainder of said called 10.0 acre tract, also being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet along said east line of said called 25.950 acre tract to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet along the north line of said called 25.950 acre tract to a point for corner, being the northwest corner of said called 25.950 acre tract, also being on the east line of a called 1.3488 acre tract conveyed to Gordon Bruce Glanville by deed recorded in Clerk's File No. P064837, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears South 87°39'58" West, 1.07 feet;

THENCE, North 02°26'12" West, at a distance of 766.87 feet passing a 1/2-inch iron rod found, being the northeast corner of a called 5.0074 acre tract conveyed to Alvin W. Theis and wife, Thelma Theis, by deed recorded in Clerk's File No. J142169, Harris County Official Public Records of Real Property, also being the southeast corner of a called 4.9837 acre tract conveyed to Tractor Supply Co. of Texas, LP, by deed recorded in Clerk's File No. 20140022360, Harris County Official Public Records of Real Property, at a distance of 1,726.03 feet passing a 1/2-inch iron rod inside of a 2" iron pipe found on said east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, in all a distance of 1,844.67 feet to the **POINT OF BEGINNING, CONTAINING** 90.54 acres (3,943,901 square feet) of land in Montgomery County, Texas, filed in the office of Manhard Consulting, Ltd. In The Woodlands, Texas.

## EXHIBIT K-2 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION

Chesmar Homes, LLC  
33.4418 acres

Claude N. Pilot Survey  
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 33.4418 acre (1,456,725 square feet) tract of land situated in the Claude N. Pilot Survey, Abstract No. 632, in Harris County, Texas, being all of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Clerk's File No. RP-2021-200807, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, and being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 33.4418 acre (1,456,725 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

**BEGINNING** at a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 61.013 acre tract and being on the east line of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P. by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Maritia LP, an Arizona Limited Partnership, by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 1.167 acre tract and being on the south right-of-way line of Theis Lane (60 foot right-of way per based on a width of 60 feet) recorded in Clerk's File No. J558545 and Clerk's File No. 5551096, Harris County Official Public Records of Real Property;

THENCE, along the south right-of-way line of said Theis Lane, North 87°21'24" East, 629.28 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 4.990 acre tract (Tract V), being in the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, and being the northeast corner of the herein described tract;

THENCE, South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found, being the southeast corner of said called 4.990 acre tract (Tract V);

THENCE, South 87°21'07" West, 408.18 feet to a 5/8-inch iron rod (with cap) found, being on an interior line of said called 18.334 acre tract (Tract IV);

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THENCE, South 87°32'01" West, at 40.00 feet passing a 5/8-inch iron rod found, being an exterior corner of said called 39.0554 acre tract and being an interior corner of said called 18.334 acre tract (Tract IV), and continuing for a total distance of 80.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 18.334 acre tract (Tract IV);

THENCE, along the north line of the remainder of said called 18.334 acre tract (Tract IV), the following nine (9) courses and distances:

1. South 02°27'59" East, 217.82 feet to a 5/8-inch iron rod (with cap) found;
2. South 87°31'54" West, 227.76 feet to a 5/8-inch iron rod (with cap) found;
3. South 02°28'06" East, 295.16 feet to a 5/8-inch iron rod (with cap) found;
4. South 25°22'36" West, 54.93 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 95.46 feet to a 5/8-inch iron rod (with cap) found;
6. South 42°40'08" West, 14.11 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°27'43" East, 140.00 feet to a 5/8-inch iron rod (with cap) found;
8. South 87°48'00" West, 247.32 feet to a 5/8-inch iron rod (with cap) found;
9. North 02°24'47" West, 225.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 61.013 acre tract;

THENCE, along the north line of the remainder of said called 61.013 acre tract, the following eight (8) courses and distances:

1. South 87°48'00" West, 125.00 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 19.46 feet to a 5/8-inch iron rod (with cap) found;
3. South 87°35'13" West, 180.00 feet to a 5/8-inch iron rod (with cap) found;
4. North 02°24'47" West, 106.21 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 94.91 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
6. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing South 42°41'37" West, 35.42 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 15.69 feet to a 5/8-inch iron rod (with cap) found;

Chesmar Homes, LLC  
33.4418 acres

Claude N. Pilot Survey  
Abstract No. 632

8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

THENCE, North 87°45'25" East, 472.90 feet to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract, being an interior corner of said called 61.013 acre tract;

THENCE, North 02°26'51" West, 368.19 feet to the **POINT OF BEGINNING, CONTAINING** 33.4418 acres (1,456,725 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions  
2445 Technology Forest Blvd, Suite #200  
The Woodlands, Texas 77381  
(832) 823-2200  
*Texas Board of Professional Engineers &  
Land Surveyors Firm Reg. No. 10194692*

  
Acting By/Through Joel K. Nalley  
Registered Professional Land Surveyor  
No. 6525  
jnalley@elevationlandsolutions.com



12/17/2021

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## EXHIBIT K-3 – IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION

Chesmar Homes, LLC  
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey  
Abstract No. 632

STATE OF TEXAS       §

COUNTY OF HARRIS   §

A **METES & BOUNDS** description of a certain 18.02 acre (784,734 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 18.02 acre (784,734 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

**BEGINNING** at a 5/8-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Wal-Mart Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records, and being the northwest corner of the herein described tract;

**THENCE**, along the south line of said Wood Leaf Reserve Section 1, the following eighteen (18) courses and distances:

1. North 87°35'13" East, 200.54 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 15.69 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
3. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing North 42°41'37" East, 35.42 feet to a 5/8-inch iron rod (with cap) found;
4. North 87°48'00" East, 94.91 feet to a 5/8-inch iron rod (with cap) found;
5. South 02°24'47" East, 106.21 feet to a 5/8-inch iron rod (with cap) found;
6. North 87°35'13" East, 180.00 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 19.46 feet to a 5/8-inch iron rod (with cap) found;
8. North 87°48'00" East, 125.00 feet to a 5/8-inch iron rod (with cap) found;
9. South 02°24'47" East, 225.00 feet to a 5/8-inch iron rod (with cap) found;

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10. North 87°48'00" East, 247.32 feet to a 5/8-inch iron rod (with cap) found;
11. North 02°27'43" West, 140.00 feet to a 5/8-inch iron rod (with cap) found;
12. North 42°40'08" East, 14.11 feet to a 5/8-inch iron rod (with cap) found;
13. North 87°48'00" East, 95.46 feet to a 5/8-inch iron rod (with cap) found;
14. North 25°22'36" East, 54.93 feet to a 5/8-inch iron rod (with cap) found;
15. North 02°28'06" West, 295.16 feet to a 5/8-inch iron rod (with cap) found;
16. North 87°31'54" East, 227.76 feet to a 5/8-inch iron rod (with cap) found;
17. North 02°27'59" West, 217.82 feet to a 5/8-inch iron rod (with cap) found;
18. North 87°32'01" East, 40.00 feet to a 5/8-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being in the centerline of School Street (based on a width of 80-feet) recorded in Film Code No. 694636, Harris County Map Records, being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the east line of said called 18.334 acre tract (Tract IV) and along the west right-of-way line of said School Road, 974.84 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, and being the southeast corner of the herein described tract;

THENCE, South 87°32'17" West, 183.90 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 02°27'43" East, 41.98 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°32'17" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°48'00" West, 569.09 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 77°12'01" West, 37.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 16°17'58" West, 182.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a westerly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing North 73°31'15" West, 2.07 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 06°49'15" West, 46.06 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

Chesmar Homes, LLC  
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey  
Abstract No. 632

THENCE, North 83°20'05" West, 132.59 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 87°04'13" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a northerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing North 05°09'50" East, 17.93 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 82°36'08" West, 153.73 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°33'48" West, 15.22 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along west line of said called 61.013 acre tract, 752.10 feet to the **POINT OF BEGINNING, CONTAINING** 18.02 acres (784,734 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions  
2445 Technology Forest Blvd, Suite #200  
The Woodlands, Texas 77381  
(832) 823-2200  
*Texas Board of Professional Engineers &  
Land Surveyors Firm Reg. No. 10194692*

*James Augustine Ladwig*  
Acting By/Through J. Augustine Ladwig  
Registered Professional Land Surveyor  
No. 6835  
gladwig@elevationlandsolutions.com  
03/06/2023





STATE OF TEXAS §  
COUNTY OF HARRIS §

WE, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING BY AND THROUGH DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, OWNER IN THIS SECTION AFTER RETURNED TO AS OWNERS ENTIRE USE, BY WHOLE OR IN PART, OF THE REAL PROPERTY DESCRIBED IN THE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AS SHOWN BY THE PLAT OF WOOD LEAF RESERVE SEC 2, DO HEREBY MAKE AND ESTABLISH SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LEGAL REQUIREMENTS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC THROUGH ALL STREETS, ALLEYS, WATERCOURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS FURTHER EXPRESSED AND ON REDEVELOPMENT OF THE REAL PROPERTY AND ASSISTS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES THROUGH AN UNDEVELOPED ADJACENT LOT 10 FEET IN WIDTH TO A PLAIN HEIGHT (20) FEET ABOVE GROUND LEVEL, INCLUDING LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH ADJACENT EASEMENTS (U.E. & A.E.) AS INDICATED AND NOTED HEREON.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL EXISTING, REMAINING, FUTURE, ADJACENT, OR OTHER NATURAL DRAINAGE COURSES LOCATED AND IDENTIFIED UPON SAID PLAT AS EASEMENTS FOR DRAINAGE PURPOSES OVER THE CITY OF TOMBALL, HARRIS COUNTY OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY WARRANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT ANY AND ALL RIGHTS TO ANY DRAINAGE FACILITIES, SUCH AS DRAINAGE OR NATURAL DRAINAGE FACILITIES SHALL REMAIN RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCIBLE BUILDINGS, PATIOWAYS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY AND THE EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN WITNESS WHEREOF, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER THEREONTO AUTHORIZED, AND TO SUFFER SAID SIGNATURE TO BE AFFIXED TO THESE PRESENTS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DONALD P. KLEIN  
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD P. KLEIN, CHIEF EXECUTIVE OFFICER, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREBY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

SIGNED: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: \_\_\_\_\_

PAUL B. BREITHEIMER, AN AUTHORIZED (OR REGISTERED) UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN PREPARED AND SUBMITTED TO ME BY THE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 1877

L. TONISHA HUBERTON, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE SIGNATURE OF AN AUTHORIZED AND PAID FOR REGISTRAR HAS BEEN FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AND DULY RECORDED ON \_\_\_\_\_ 2023 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND AT FILE CODE NUMBER \_\_\_\_\_ 2023 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND AT FILE CODE NUMBER \_\_\_\_\_ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

BARBARA TAGUE  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WOOD LEAF RESERVE SEC 2, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BARBARA TAGUE  
COUNTY CLERK

SIGNATURE OF THE  
VICE GOVERNOR

PRINTED NAME

**WOOD LEAF RESERVE  
SEC 2**  
A SUBDIVISION OF 18.02 ACRES OF LAND  
OUT OF THE CLAUDE N. PILLOTT SURVEY, A-632  
CITY OF TOMBALL, HARRIS COUNTY, TEXAS.  
81 LOTS 6 RESERVES 4 BLOCKS  
MARCH 2023

OWNER/  
DEVELOPER: CHESMAR HOMES, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
4115 WILLOWBROOK CIRCLE (W. SUITE 303)  
SPRING, TEXAS 77380  
281-932-8507

ENGINEER/  
SURVEYOR: ELEVATION  
LAND SOLUTIONS  
1000 WILLOWBROOK CIRCLE (W. SUITE 303)  
SPRING, TEXAS 77380  
281-932-8507

1000 WILLOWBROOK CIRCLE (W. SUITE 303)  
SPRING, TEXAS 77380  
281-932-8507

**APPENDIX A – IMPROVEMENT AREA #2 ENGINEER’S REPORT**



**ENGINEERING REPORT  
FOR  
WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT  
FOR  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

*Walker W. Burgess*  
4/8/2024



Texas Board of Professional Engineers Registration No. F-22671 | Texas Board of Professional Land Surveying Registration No. 10194692  
2445 Technology Forest Blvd., Suite 200, The Woodlands, TX 77381 | 832.823.2200 | elevationlandsolutions.com



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- Appendix 1 – Site Location Map
- Appendix 2 – Engineers’ Opinion of Probable Cost
- Appendix 3 – Improvement Area Map
- Appendix 4 – Major Improvements Map: Clearing and Grubbing, Channel and Detention Drainage, and Road Improvement’s Plan
- Appendix 5 – Improvement Area No. 2 Map: Storm Drainage
- Appendix 6 – Improvement Area No. 2 Map: Sanitary Sewer
- Appendix 7 – Improvement Area No. 2 Map: Water Distribution
- Appendix 8 – Improvement Area No. 2 Map: Gas
- Appendix 9 – Improvement Area No. 2 Map: Paving



## Introduction

The Wood Leaf Reserve development is a proposed single-family residential development tract located in the City of Tomball, Texas located approximately 1,750 feet east of State Highway 249, north of Holderrieth Road and south of Theiss Lane. The development encompasses approximately 95-acre tract of land that allows for construction of up to 299 single-family residential homes. A site location map has been included in **Appendix 1**.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

---

## Development Costs

The Wood Leaf Sec. 2 Water, Sanitary, Drainage, Gas, & Paving project was bid 03/09/2023 and the project cost have been provided as **Appendix 2**.

---

## Development Improvements

Development improvements have been defined as Improvement Areas #1 - #3. Improvement Area #1 consists of Wood Leaf Reserve Section 1. Improvement Area #2 consists of Wood Leaf Reserve Section 2. Improvement Area #3 consists of Wood Leaf Reserve Section 3.

Development Improvements will be designed and constructed in accordance with City of Tomball standards and specifications and will be owned and operated by the City unless otherwise indicated. Development improvements include:

- **Streets**

Major Improvements include median modifications from existing Improvement Area #1 and refresh topcoat of existing gravel road east of Wood Leaf Reserve and west M121 Drainage Channel. Improvement Areas #2 include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Drainage**

Major Improvements include clearing and grubbing, a bypass channel, and detention reinforced concrete piping into existing M121 channel. Improvement Areas # 2 include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.



- **Water**

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Wastewater**

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Gas**

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Development areas and improvements are depicted within **Appendix 3** through **Appendix 9**.

---

## Development Schedule

### Design Stage

Detention and the Fill Plans for Wood Leaf Reserve (Improvement Area #1) construction plans have been approved by the City of Tomball as of July 9, 2021. Wood Leaf Reserve, Section 1, underground utilities and paving (of Improvement Area #1) construction plans have been approved by the City of Tomball as of August 23, 2020.

Improvement Area #2, Wood Leaf Reserve, Section 2 construction plans are estimated to be approved by the City of Tomball May 2023.

Improvement Area #3, Wood Leaf Reserve, Section 3 construction plans are estimated to be submitted to the City of Tomball for review in August 2023.



### Construction Stage

Detention and Mass Grading for Wood Leaf Reserve Improvement Area #1 is completed. Wood Leaf Reserve Section 1 of Improvement Area #1 has been completed and home construction has started.

Improvement Area #2, Wood Leaf Reserve, Section 2 is estimated to begin construction in May 2023 with final acceptance estimated in October 2023.

Improvement Area #3, Wood Leaf Reserve, Section 3 is estimated to begin construction in October 2023 with final acceptance estimated March 2024.

---

**APPENDIX**



## APPENDIX 1 SITE LOCATION MAP





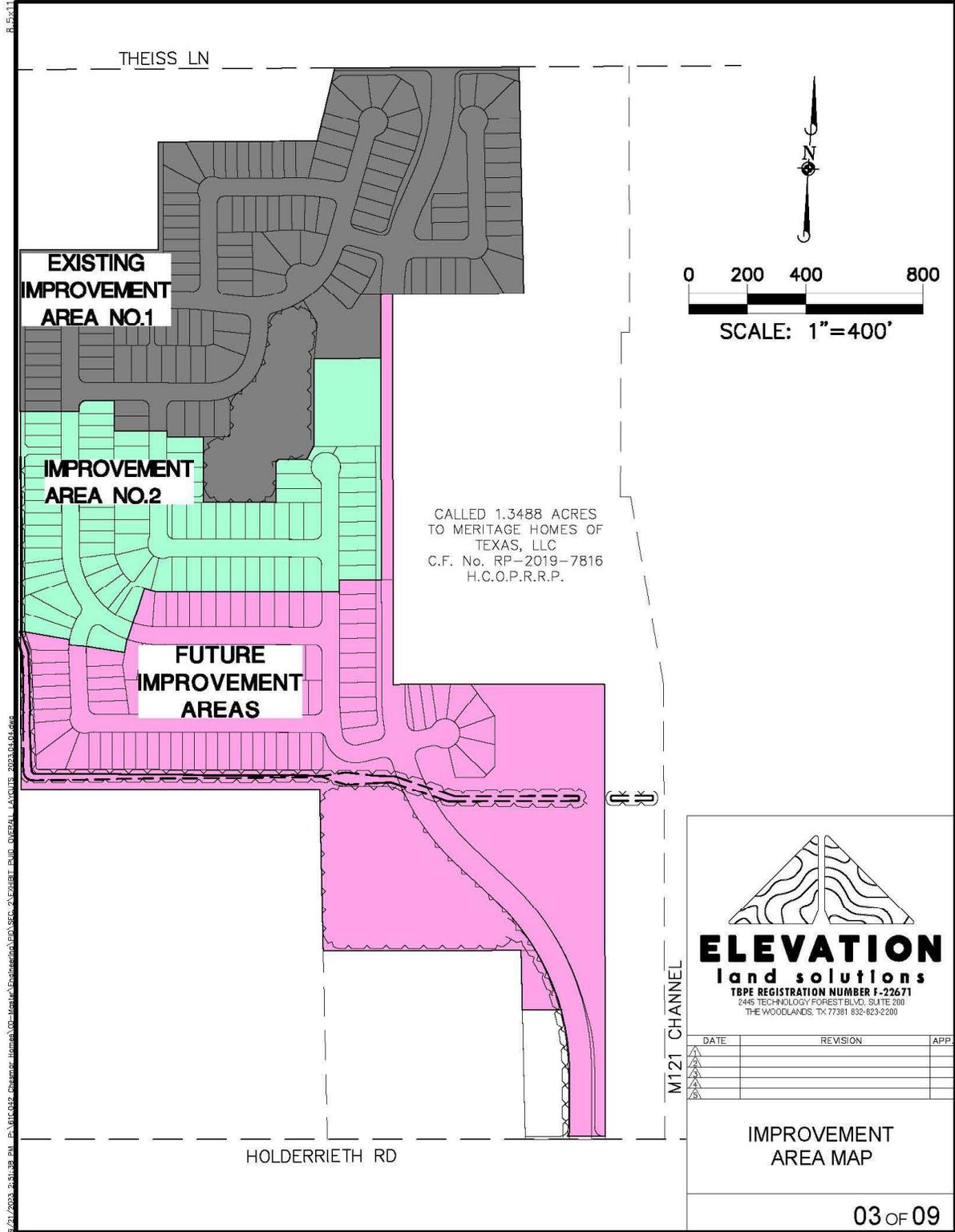
**APPENDIX 2**  
**ENGINEER'S OPINION OF PROBABLE COST**

**Wood Leaf Reserve  
Project Costs  
Improvement Area 2**

Item	
<b>Improvement Area 2</b>	SA-2
<b>Hard Cost</b>	
Clearing and Grubbing and Site Preparation	\$ 73,591
Streets	\$ 841,523
Water	\$ 205,635
Wastewater	\$ 306,289
Drainage	\$ 1,246,386
Excavating Grading and Detention	\$ 400,468
Gas Improvements	\$ 123,377
Additional Items (per contract)	\$ -
<b>Construction - IA2</b>	<b>\$ 3,197,269</b>
<b>Soft Cost</b>	
Detention Impact Fees	\$ -
Preliminary Engineering	\$ -
Construction Staking	\$ -
SWPPP	\$ 47,959
Geotech & CMT Services	\$ 63,945
Engineering	\$ 479,590
Contingencies	\$ 319,727
Construction Permit	\$ -
Drainage Study	\$ -
Traffic Impact Analysis	\$ -
Project Management Fee	\$ -
Developer District Formation Expenses	\$ -
<b>Soft Cost - IA2</b>	<b>\$ 911,221</b>
<b>Total - Improvement Area 2</b>	<b>\$ 4,108,490</b>
<b>Major Improvements:</b>	
Wastewater Collection System (Off-Site)	\$ 75,250
Clearing and Grubbing and Site Preparation	
Offsite Drainage	\$ 459,281
Excavation, Grading and Detention	
<b>Construction Cost - Major Improvements</b>	<b>\$ 534,531</b>
SWPPP	\$ 6,905
Geotech & CMT Services	\$ 4,912
Engineering	\$ 41,797
Contingencies	\$ 53,453
Project Management Fee	\$ 21,381
Developer District Formation Expenses	\$ 27,431
<b>Soft Cost - Major Improvements</b>	<b>\$ 155,880</b>
<b>Total - Major Improvements</b>	<b>\$ 690,411</b>
<b>GRAND TOTAL - IA2 and Major Improvements</b>	<b>\$ 4,798,901</b>

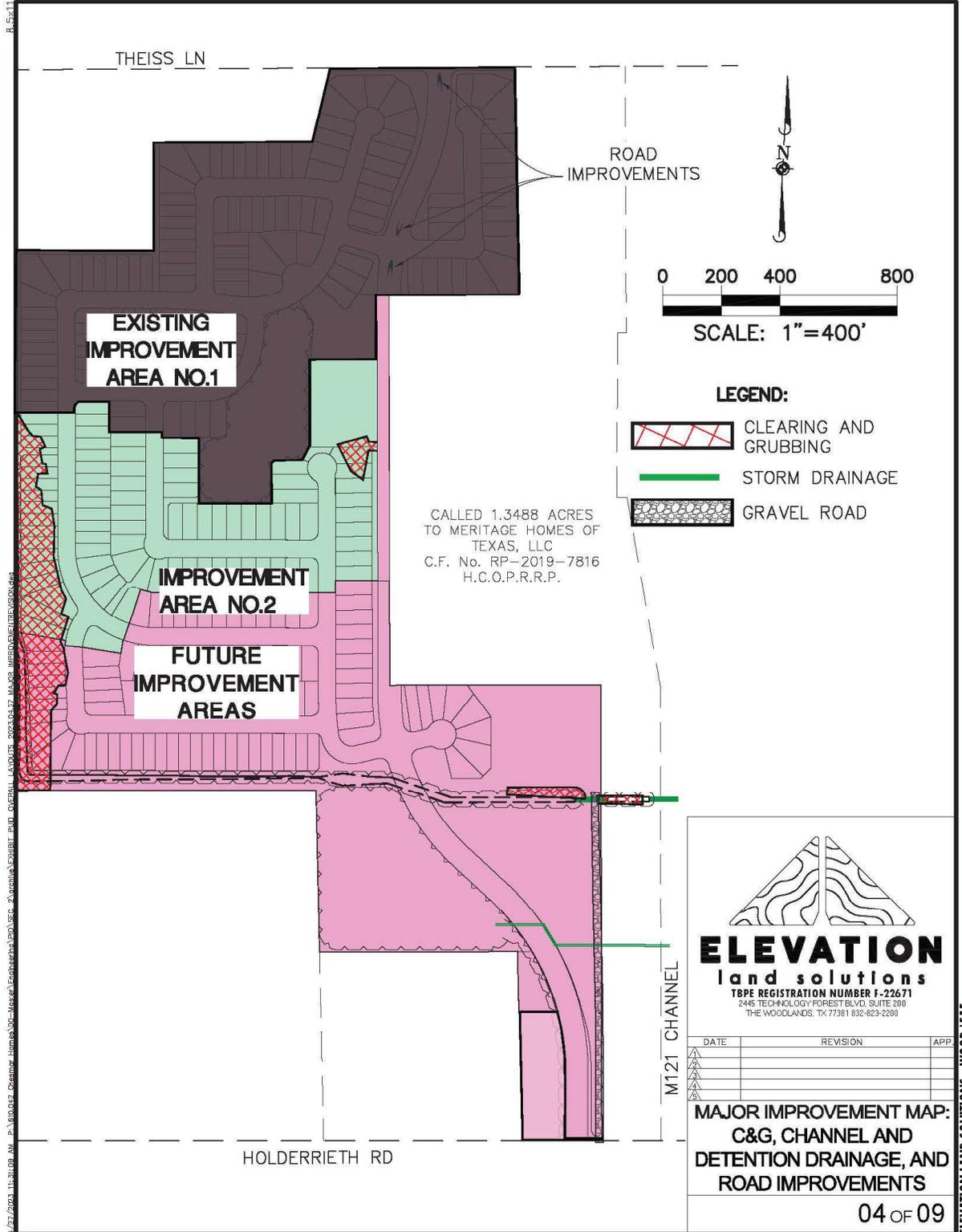


### APPENDIX 3 IMRPOVEMENT AREA MAP



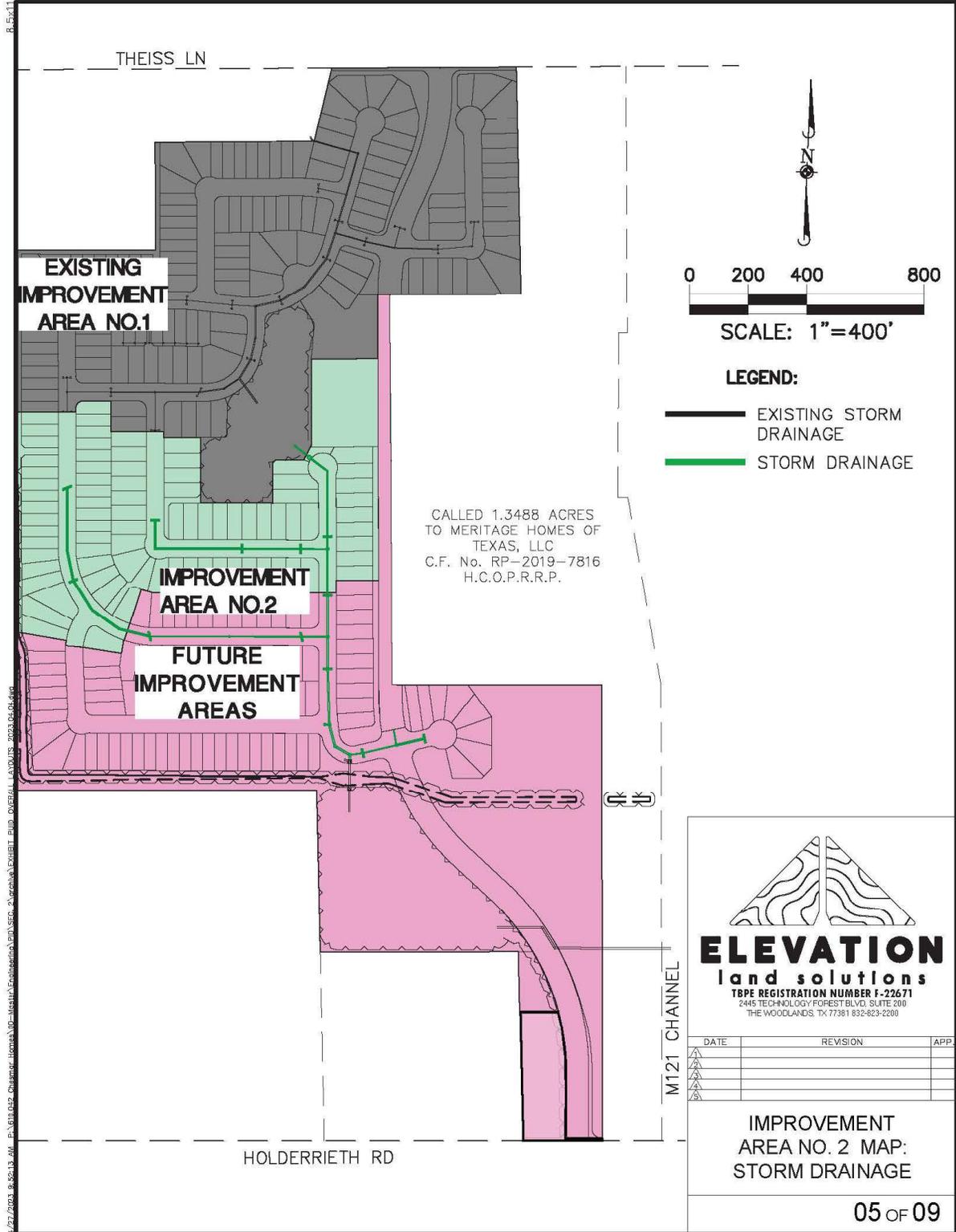


**APPENDIX 4**  
**MAJOR IMPROVEMENT AREA MAP: CLEARING AND GRUBBING, CHANNEL**  
**AND DETENTION DRAINAGE, AND ROAD IMPROVEMENTS PLAN**



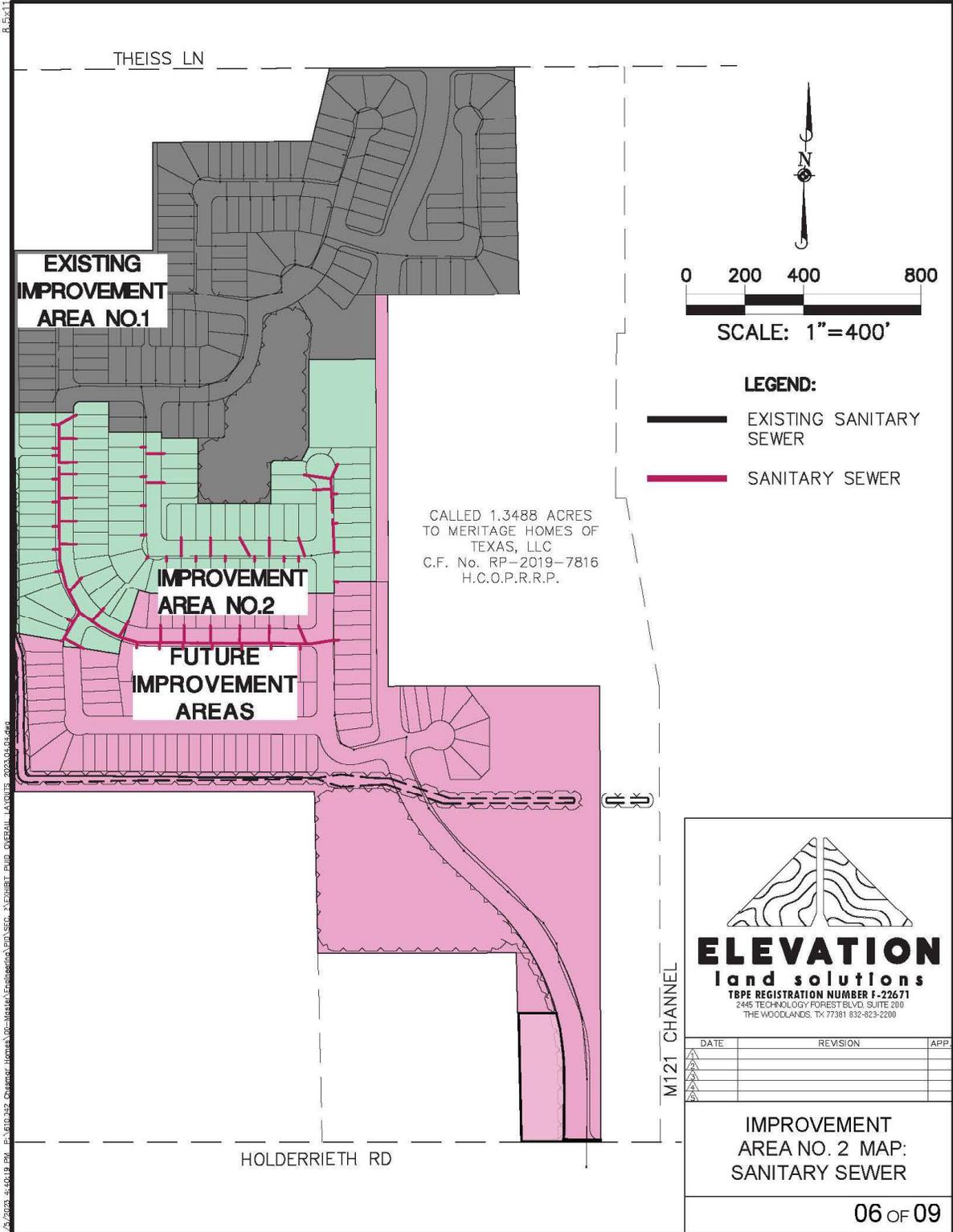


**APPENDIX 5**  
**IMPROVEMENT AREA NO. 2 MAP: STORM DRAINAGE**



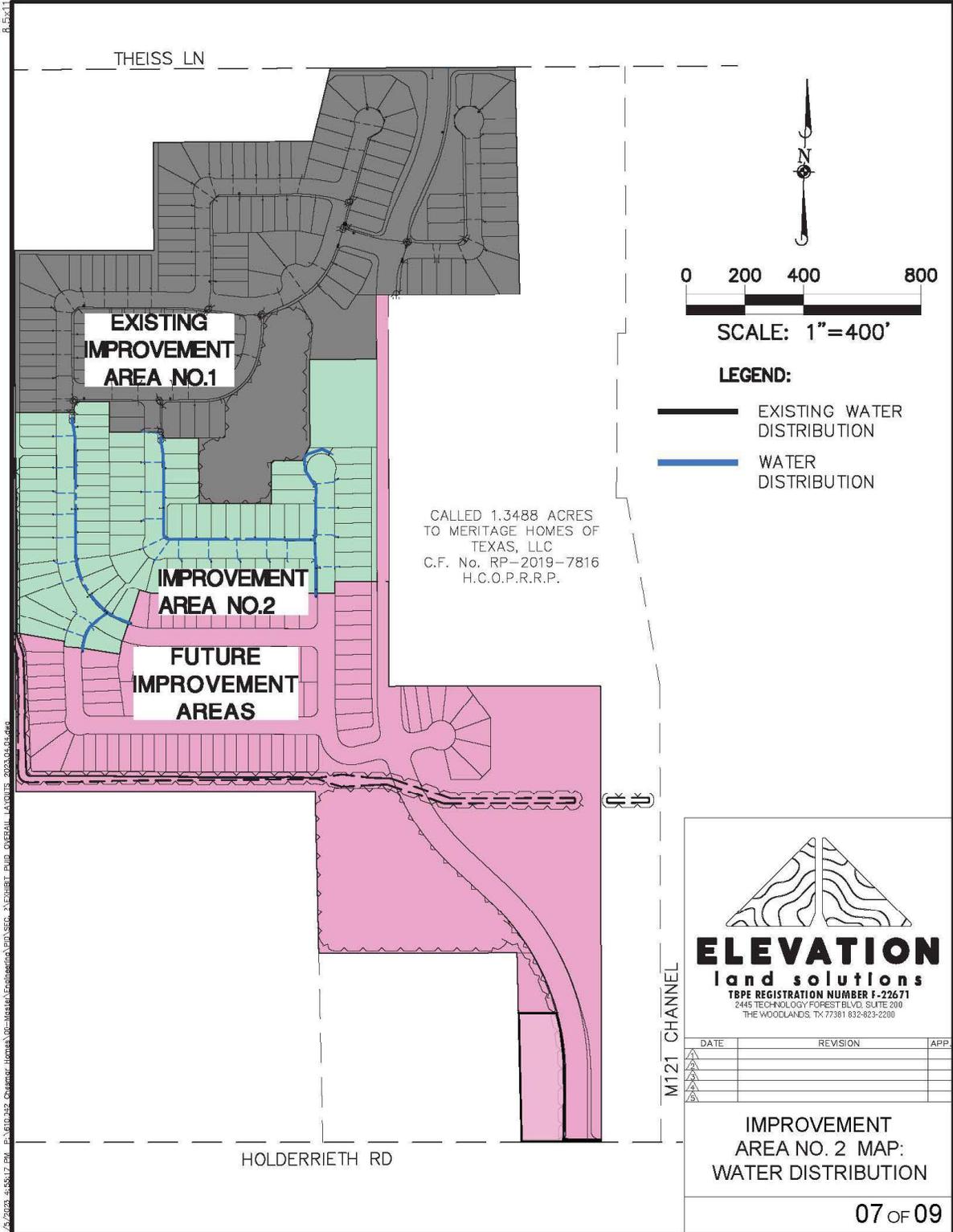


**APPENDIX 6**  
**IMPROVEMENT AREA NO. 2 MAP: SANITARY SEWER**



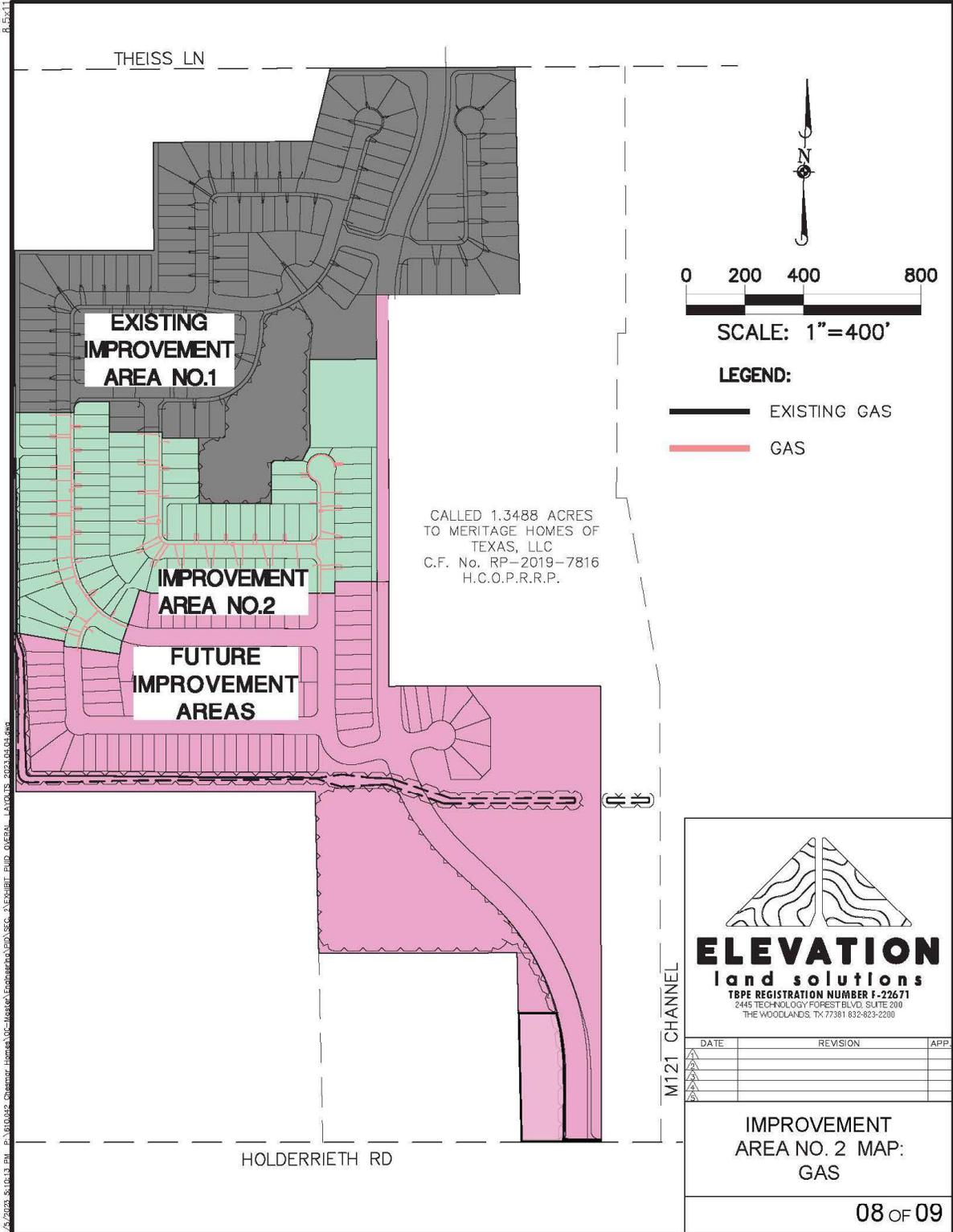


## APPENDIX 7 IMPROVEMENT AREA NO. 2: WATER DISTRIBUTION



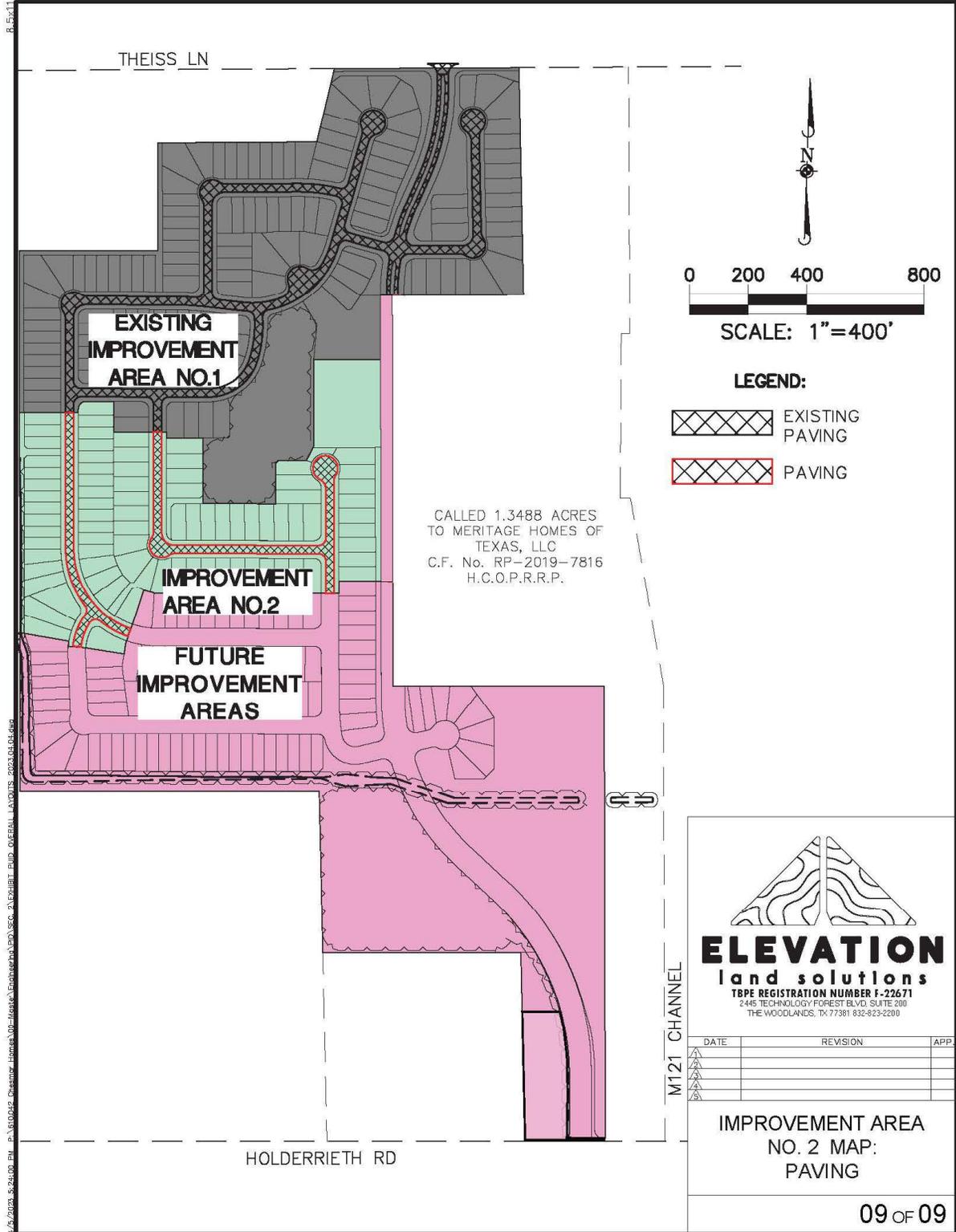


**APPENDIX 8**  
**IMPROVEMENT AREA NO. 2 MAP: GAS**





**APPENDIX 9**  
**IMPROVEMENT AREA NO. 2 MAP: PAVING**



## APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- Improvement Area #1
  - Lot Type 1
  - Lot Type 2
- Improvement Area #2
  - Improvement Area #2 Initial Parcel
  - Lot Type 3
  - Lot Type 4

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 1**

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 372.0035), 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<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$32,676.70**

As the purchaser of the real property described above, you are obligated to pay assessments to 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 *Wood Leaf 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 the 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 the 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.

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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 HARRIS

§

§

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]<sup>3</sup>

<sup>3</sup> 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 HARRIS

§

§

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]<sup>4</sup>

<sup>4</sup> 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 - LOT TYPE 1

Lot Type 1 - Improvement Area #1 2022 Bonds					
Installments Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs [c]	Total Installment [d]
1/31/2025	561.93	1,874.03	163.38	367.60	2,966.94
1/31/2026	585.02	1,847.34	160.57	374.95	2,967.89
1/31/2027	608.12	1,819.55	157.65	382.45	2,967.77
1/31/2028	631.21	1,790.67	154.61	390.10	2,966.58
1/31/2029	662.00	1,758.32	151.45	397.90	2,969.67
1/31/2030	692.79	1,724.39	148.14	405.86	2,971.18
1/31/2031	723.58	1,688.88	144.68	413.98	2,971.12
1/31/2032	754.37	1,651.80	141.06	422.25	2,969.49
1/31/2033	785.16	1,613.14	137.29	430.70	2,966.29
1/31/2034	831.35	1,567.01	133.36	439.31	2,971.04
1/31/2035	877.54	1,518.17	129.21	448.10	2,973.01
1/31/2036	923.72	1,466.61	124.82	457.06	2,972.22
1/31/2037	969.91	1,412.34	120.20	466.20	2,968.66
1/31/2038	1,023.79	1,355.36	115.35	475.53	2,970.03
1/31/2039	1,077.68	1,295.21	110.23	485.04	2,968.16
1/31/2040	1,139.26	1,231.90	104.84	494.74	2,970.74
1/31/2041	1,200.84	1,164.97	99.15	504.63	2,969.59
1/31/2042	1,270.12	1,094.42	93.14	514.73	2,972.41
1/31/2043	1,339.40	1,019.80	86.79	525.02	2,971.01
1/31/2044	1,408.68	941.11	80.09	535.52	2,965.40
1/31/2045	1,493.35	858.35	73.05	546.23	2,970.99
1/31/2046	1,578.03	770.62	65.58	557.16	2,971.38
1/31/2047	1,662.70	677.91	57.69	568.30	2,966.60
1/31/2048	1,762.77	580.22	49.38	579.67	2,972.04
1/31/2049	1,862.84	476.66	40.57	591.26	2,971.33
1/31/2050	1,970.61	367.22	31.25	603.08	2,972.16
1/31/2051	2,078.38	251.45	21.40	615.15	2,966.37
1/31/2052	2,201.54	129.34	11.01	627.45	2,969.34
Total	\$ 32,676.70	\$ 33,946.78	\$ 2,905.96	\$ 13,619.96	\$ 83,149.39

**Footnotes:**

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

[b] Additional Interest is calculated at a rate of .50%.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown 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.

Annual Installment Schedule to Notice  
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 2**

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 372.0035), 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<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,637.51**

As the purchaser of the real property described above, you are obligated to pay assessments to 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 *Wood Leaf 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 the 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 the 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.

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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 HARRIS

§

§

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]<sup>3</sup>

<sup>3</sup> 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 HARRIS

§

§

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]<sup>4</sup>

<sup>4</sup> 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 - LOT TYPE 2

Lot Type 2 - Improvement Area #1 2022 Bonds					
Installments Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs [c]	Total Installment [d]
1/31/2025	630.04	2,101.19	183.19	412.16	3,326.57
1/31/2026	655.94	2,071.26	180.04	420.40	3,327.63
1/31/2027	681.83	2,040.10	176.76	428.81	3,327.50
1/31/2028	707.72	2,007.72	173.35	437.38	3,326.17
1/31/2029	742.24	1,971.45	169.81	446.13	3,329.63
1/31/2030	776.77	1,933.41	166.10	455.05	3,331.32
1/31/2031	811.29	1,893.60	162.21	464.15	3,331.26
1/31/2032	845.81	1,852.02	158.16	473.44	3,329.43
1/31/2033	880.34	1,808.67	153.93	482.91	3,325.84
1/31/2034	932.12	1,756.95	149.53	492.56	3,331.16
1/31/2035	983.90	1,702.19	144.87	502.42	3,333.38
1/31/2036	1,035.69	1,644.38	139.95	512.46	3,332.48
1/31/2037	1,087.47	1,583.54	134.77	522.71	3,328.49
1/31/2038	1,147.89	1,519.65	129.33	533.17	3,330.04
1/31/2039	1,208.30	1,452.21	123.59	543.83	3,327.94
1/31/2040	1,277.35	1,381.22	117.55	554.71	3,330.83
1/31/2041	1,346.40	1,306.18	111.16	565.80	3,329.54
1/31/2042	1,424.07	1,227.08	104.43	577.12	3,332.70
1/31/2043	1,501.75	1,143.41	97.31	588.66	3,331.13
1/31/2044	1,579.43	1,055.18	89.80	600.43	3,324.85
1/31/2045	1,674.36	962.39	81.91	612.44	3,331.10
1/31/2046	1,769.30	864.02	73.53	624.69	3,331.55
1/31/2047	1,864.24	760.08	64.69	637.18	3,326.19
1/31/2048	1,976.44	650.55	55.37	649.93	3,332.29
1/31/2049	2,088.64	534.44	45.48	662.93	3,331.49
1/31/2050	2,209.47	411.73	35.04	676.19	3,332.43
1/31/2051	2,330.30	281.92	23.99	689.71	3,325.93
1/31/2052	2,468.39	145.02	12.34	703.50	3,329.26
Total	\$ 36,637.51	\$ 38,061.54	\$ 3,258.19	\$ 15,270.87	\$ 93,228.11

**Footnotes:**

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

[b] Additional Interest is calculated at a rate of .50%.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown 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.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 3**

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 372.0035), 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<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$34,258.34**

As the purchaser of the real property described above, you are obligated to pay assessments to 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 *Wood Leaf 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 the 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 the 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.

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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 HARRIS

§

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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]<sup>3</sup>

<sup>3</sup> 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 HARRIS

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Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> 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 - LOT TYPE 3

Lot Type 3 - Improvement Area #2 2024 Bonds						
Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Capitalized Interest	Additional Interest <sup>[b]</sup>	Annual Collection Costs	Total Installment <sup>[c]</sup>
2024	-	562.27	(562.27)	-	-	-
2025	536.93	2,004.11	-	171.29	525.26	3,237.59
2026	560.27	1,972.70	-	168.61	535.76	3,237.34
2027	583.62	1,939.93	-	165.81	546.48	3,235.83
2028	606.96	1,905.78	-	162.89	557.41	3,233.04
2029	641.98	1,870.28	-	159.85	568.55	3,240.66
2030	665.32	1,832.72	-	156.64	579.92	3,234.61
2031	700.34	1,793.80	-	153.32	591.52	3,238.98
2032	723.69	1,752.83	-	149.81	603.35	3,229.68
2033	758.70	1,710.49	-	146.20	615.42	3,230.81
2034	793.72	1,666.11	-	142.40	627.73	3,229.96
2035	840.41	1,619.68	-	138.43	640.28	3,238.80
2036	875.43	1,570.51	-	134.23	653.09	3,233.26
2037	922.12	1,519.30	-	129.85	666.15	3,237.42
2038	957.13	1,465.36	-	125.24	679.47	3,227.21
2039	1,003.82	1,409.37	-	120.46	693.06	3,226.71
2040	1,062.18	1,350.64	-	115.44	706.92	3,235.19
2041	1,108.87	1,288.50	-	110.13	721.06	3,228.57
2042	1,167.23	1,223.64	-	104.58	735.48	3,230.94
2043	1,225.60	1,155.35	-	98.75	750.19	3,229.89
2044	1,283.96	1,083.65	-	92.62	765.20	3,225.43
2045	1,353.99	1,008.54	-	86.20	780.50	3,229.24
2046	1,424.03	929.33	-	79.43	796.11	3,228.90
2047	1,494.06	846.03	-	72.31	812.03	3,224.43
2048	1,575.77	758.63	-	64.84	828.28	3,227.51
2049	1,657.47	666.44	-	56.96	844.84	3,225.72
2050	1,750.85	569.48	-	48.67	861.74	3,230.75
2051	1,844.23	467.06	-	39.92	878.97	3,230.18
2052	1,937.61	359.17	-	30.70	896.55	3,224.03
2053	2,042.66	245.82	-	21.01	914.48	3,223.97
2054	2,159.38	126.32	-	10.80	932.77	3,229.28
<b>Total</b>	<b>\$ 34,258.34</b>	<b>\$ 38,673.87</b>	<b>\$ (562.27)</b>	<b>\$ 3,257.40</b>	<b>\$ 21,308.61</b>	<b>\$ 96,935.96</b>

**Footnotes:**

[a] Interest is calculated at a 5.85% rate.

[b] Additional Interest is calculated at a \$0.50 rate.

[c] The figures shown above are estimates only and subject to change in Annual Service PUIan pdates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 4**

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 372.0035), 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<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$37,738.22**

As the purchaser of the real property described above, you are obligated to pay assessments to 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 *Wood Leaf 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 the 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 the 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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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 HARRIS

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§

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]<sup>3</sup>

<sup>3</sup> 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

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COUNTY OF HARRIS

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Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> 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 - LOT TYPE 4

Lot Type 4 - Improvement Area #2 2024 Bonds						
Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Capitalized Interest	Additional Interest <sup>[b]</sup>	Annual Collection Costs	Total Installment <sup>[c]</sup>
2024	-	619.38	(619.38)	-	-	-
2025	591.47	2,207.69	-	188.69	578.61	3,566.45
2026	617.18	2,173.09	-	185.73	590.18	3,566.18
2027	642.90	2,136.98	-	182.65	601.99	3,564.51
2028	668.62	2,099.37	-	179.43	614.03	3,561.44
2029	707.19	2,060.26	-	176.09	626.31	3,569.84
2030	732.91	2,018.89	-	172.55	638.83	3,563.18
2031	771.48	1,976.01	-	168.89	651.61	3,567.99
2032	797.20	1,930.88	-	165.03	664.64	3,557.75
2033	835.77	1,884.24	-	161.05	677.93	3,558.99
2034	874.34	1,835.35	-	156.87	691.49	3,558.05
2035	925.78	1,784.20	-	152.50	705.32	3,567.80
2036	964.35	1,730.04	-	147.87	719.43	3,561.69
2037	1,015.78	1,673.63	-	143.05	733.82	3,566.27
2038	1,054.36	1,614.21	-	137.97	748.49	3,555.02
2039	1,105.79	1,552.53	-	132.69	763.46	3,554.47
2040	1,170.08	1,487.84	-	127.17	778.73	3,563.81
2041	1,221.51	1,419.39	-	121.32	794.31	3,556.52
2042	1,285.80	1,347.93	-	115.21	810.19	3,559.13
2043	1,350.09	1,272.71	-	108.78	826.40	3,557.98
2044	1,414.38	1,193.73	-	102.03	842.93	3,553.06
2045	1,491.53	1,110.99	-	94.96	859.78	3,557.26
2046	1,568.68	1,023.73	-	87.50	876.98	3,556.89
2047	1,645.82	931.97	-	79.66	894.52	3,551.96
2048	1,735.83	835.69	-	71.43	912.41	3,555.35
2049	1,825.84	734.14	-	62.75	930.66	3,553.38
2050	1,928.70	627.33	-	53.62	949.27	3,558.92
2051	2,031.56	514.50	-	43.97	968.26	3,558.29
2052	2,134.43	395.65	-	33.82	987.62	3,551.52
2053	2,250.15	270.79	-	23.14	1,007.37	3,551.46
2054	2,378.73	139.16	-	11.89	1,027.52	3,557.30
<b>Total</b>	<b>\$ 37,738.22</b>	<b>\$ 42,602.27</b>	<b>\$ (619.38)</b>	<b>\$ 3,588.28</b>	<b>\$ 23,473.09</b>	<b>\$ 106,782.48</b>

**Footnotes:**

[a] Interest is calculated at a 5.85% rate.

[b] Additional Interest is calculated at a \$0.50 rate.

[c] The figures shown above are estimates only and subject to change in Annual Service PULan pdates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

# City Council Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Conduct a public hearing and consideration to approve **Ordinance Amendment OAM24-01**: Request by the City of Tomball to amend Chapter 50 – Article III (*District Regulations*) by adding Section 50-70.1 – Single-Family Residential District-7.5 (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 District.

Adopt, on First Reading, Ordinance No. 2024-13, an Ordinance of the City of Tomball, Texas, amending Chapter 50 – Article III (*District Regulations*) by adding Section 50-70.1 – Single-Family Residential District SF-7.5 (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 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.

**Background:**

**Origination:** City of Tomball

**Recommendation:**

Approval

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

**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. 2024-13**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 50 – ARTICLE III (DISTRICT REGULATIONS) BY ADDING SECTION 50-70.1 (SINGLE-FAMILY RESIDENTIAL – 7.5 DISTRICT (SF-7.5)), AMENDING SECTION 50-82 (USE REGULATIONS (CHARTS)), AND AMENDING SECTION 50-112 (OFF STREET PARKING AND LOADING REQUIREMENTS); 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.**

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**WHEREAS**, the City of Tomball has requested an amendment to the Code of Ordinances, amending Chapter 50 – Article III (District Regulations) by adding Section 50-70.1 (Single-Family Residential – 7.5 District (SF-7.5)), amending Section 50-82 (Use regulations (charts)), and amending Section 50-112 (Off street parking and loading requirements); 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, the Planning & Zoning Commission held a public hearing on the proposed 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, 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.** Article III, District Regulations and Article IV, Development Standards, 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 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN GARCIA \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN COVINGTON \_\_\_\_\_  
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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN GARCIA \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN COVINGTON \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

Exhibit “A”

**AMEND:** Chapter 50 – Article III (*District Regulations*)

**ADD:** Sec 50-70.1 – Single-Family Residential District (SF-7.5)

- (a) General purpose and description – The SF-7.5 Single-Family Residential District is intended to provide for development of primarily low-density detached, single-family residences on lots of not less than 7,500 square feet in size, churches, schools, and public parks in logical neighborhood units.
- (b) Permitted uses. Those uses listed for the SF-7.5 Single-Family Residential District in the use charts (section 50-82) as “P” or “C” are authorized uses permitted by right or conditionally permitted uses, respectively.
- (c) Height regulations. The maximum height in the SF-7.5 district shall be:
  - 1) Two stories, not to exceed 35 feet, for the main building/house.
  - 2) One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) Area regulations.
  - 1) Size of lots.
    - a. Minimum lot area: 7,500 square feet.
    - b. Minimum lot width: 60 feet. Radial lots shall have a minimum width of 70 feet at and for a distance of 30 feet behind the front yard/building line. No lot shall be created that has a front yard less than 30 feet of frontage on the front street.
    - c. Minimum lot depth: 100 feet.
    - d. Nonconforming lots: where a lawfully existing lot having less area, depth, or width than required in this section existed in separate ownership on the effective date of this ordinance from with this chapter is derived, the foregoing regulations relating to the size of such lot shall not prohibit the erection of a single-family dwelling thereon.
  - 2) Size of yards.
    - a. Minimum front yard: 20 feet; where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets. Where a lot faces a designated arterial street, the front yard shall be a minimum of 35 feet.
    - b. Minimum side yard: five feet. The minimum side yard of a corner lot adjacent to a street shall not be less than 15 feet, except that where a lot sides on a designated arterial street, such side yard shall not be less than 25 feet.
    - c. Minimum rear yard: 15 feet. The minimum rear yard where lots back on a designated arterial street shall not be less than 25 feet. However, lots backing up to a 20-foot alley shall have a 5 foot minimum rear yard and abutting a 15-foot alley shall have a 7.5 foot minimum rear yard.
    - d. Encroachment by building eaves and air conditioning units: building eaves and air conditioning compressors may encroach not more than three feet beyond building lines into the required rear and side yard on lots created by subdivision plats for single-family residential use duly approved by the city and recorded with the county clerk of either county, as applicable, on or before November 1, 1999.
  - 3) Maximum lot coverage. Maximum lot coverage is 45 percent including main buildings and accessory buildings.
  - 4) Minimum floor area. Minimum floor area per dwelling unit is 1000 square feet of heated and/or air-conditioned floor area.

**AMEND:** Chapter 50 – Article IV (*Development Standards*), Section 50-112 (*Off Street Parking & Loading Requirements*)

**ADD: “SF-7.5”**

(b) Residential districts; off-street parking provisions.

- 1) Parking regulations for the AG, SF-20-E, SF-9, SF-7.5, SF-6, and D districts and for planned developments for zero lot line, patio home, townhome and single-family attached dwelling units. For every single-family dwelling unit, a minimum of two off-street parking spaces shall be provided on the same lot as the main structure. For duplexes, two off-street parking spaces for each dwelling unit shall be required. For the purposes of this subsection, the first two parking spaces contained in covered garages and/or covered carports for each dwelling unit shall not be considered as off-street parking spaces. For example, if a dwelling has a three-car garage, one additional off-street parking space would be required in addition to that included within the garage. Off-street parking spaces shall be directly adjacent to a dwelling or garage. If off-street parking spaces are aligned linearly, they shall be directly adjacent to one another. For the purposes of this subsection, the minimum dimensions of each parking space shall be in accordance with table 50-112-1; provided, however, two spaces shall be not less than 12 feet by 40 feet if aligned linearly. All required driveways and parking areas shall have a topping, which is the same as the abutting street, or they may be concrete cement. All additional parking in a required yard must also be of the same material as the abutting street or concrete cement.

**AMEND:** Chapter 50 – Article III (*District Regulations*), Section 50-82 (*Use Regulations (Charts)*), (b) (*Use charts*)

**ADD: “SF-7.5” District and Subsequent Use Standards**

Types of Land Uses	Residential Zoning Districts							Nonresidential Zoning Districts							OT&MU	Parking ratio <small>(Also see section 50-112)</small>
	AG	SF-20-E	SF-9	SF-7.5	SF-6	D	MF	MHP	O	NR	GR	C	LI			
<b>Agriculture</b>																
Bulk grain and/or feed storage	P											C	C		1 space per 1,000 square feet	
Farm (ranch, garden, crops, livestock, or orchard) †	P	P	P	P	P	P	P	P	P	P	P	P	P	P	None	
Feed and grain store/farm supply store †	C										C	P	P	C	1 space per 500 square feet	
Flour and other grain mills													P		1 space per 1,000 square feet	
Livestock, wholesale/auction	C														None	
Livestock sales/auction	C														None	
Stable, commercial	C											C			1 space per 1,000 square feet	
Stables (private, principal or accessory use) †	P				C										None	
<b>Residential</b>																
Accessory building/structure (business or industry) †									P		P	P		P	None	
Accessory building/structure (residential) †	P	P	P	P	P	P	P							P	None	
Accessory dwelling	P	P	P	P	C	C	C							P	None	
Garage/accessory dwelling †	P	P	P	P	C	C	C							P	None	
Caretaker's, guard's residence †	P	C						P		P	P	P	P	P	1 space per caretaker/guard	
Dwelling, four-family (quadplex) (defined under Multiple-family dwelling) †														P	2 spaces per dwelling	
Dwelling, HUD code-manufactured home †									P					C	2 spaces per dwelling	
Dwelling, industrialized home †	P	P	P	P	P	P	P	P						C	2 spaces per dwelling	
Dwelling, multiple-family †										P				P	2 spaces per dwelling	











Moving and storage company																P	P		C	1 space per 1,000 square feet	
News printing																P	P		C	1 space per 1,000 square feet	
Outdoor sales as a primary use ‡																C	P	P		1 space per 5,000 square feet of land area	
Pawn shop ‡																	P	P		C	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡																C	P		P	1 space per 200 square feet	
Plumbing shop																	C	P	P	C	1 space per 200 square feet
Printing equipment, supplies and repairs																	C	P	P	C	1 space per 500 square feet
Propane sales filling (retail)																	C	P	P	C	1 space per 200 square feet
Publishing and printing company																	C	P	P	P	1 space per 500 square feet
Quick lube/oil change/minor inspection																	P	P	P	P	1 space per 200 square feet
Salvage storage yard ‡																			C		5 per acre
Scientific and industrial research laboratories (hazardous) ‡																		C	P		1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡																P		C	P	P	1 space per 300 square feet
Scrap metal storage yard																			C		5 space per acre
Security systems installation company																	C	C		P	1 space per 300 square feet
Sheet metal shop																			P	P	1 space per 1,000 square feet
Storage of cement, sands and gravel																			C	P	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials																			C	P	1 space per 5,000 square feet of storage area
Taxicab storage and repair																			P	P	1 space per 500 square feet
Taxidermist																	C		P	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
Vacuum cleaner sales and repair ‡																			P	P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡																			C	P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡																			C	P	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 ‡																				C	1 space per 1,000 square feet
<b>Light and Heavy Manufacturing/Industrial</b>																					
Acid manufacture																				C	1 space per 1,000 square feet
Adhesives and sealants manufacture																				C	1 space per 1,000 square feet
Aircraft parts manufacture																				P	1 space per 1,000 square feet
Airplane repair and manufacturing																				P	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	1 space per 1,000 square feet
Asphalt paving and roofing material manufacture																				C	1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood																				P	1 space per 1,000 square feet
Bag manufacture																				P	1 space per 1,000 square feet
Battery manufacture																				C	1 space per 1,000 square feet
Bleaching/chorine powder manufacture																				C	2 space per 1,000 square feet
Boiler manufacture and repair																				P	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	1 space per 1,000 square feet
Canning and preserving factory																				C	1 space per 1,000 square feet
Canvas and related products manufacture																				P	1 space per 1,000 square feet
Casein manufacture																				C	1 space per 1,000 square feet
Celluloid and similar cellulose manufacture																				C	1 space per 1,000 square feet
Cement manufacture																				C	1 space per 1,000 square feet
Ceramic products manufacture																				C	1 space per 500 square feet





**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
JUNE 10, 2024  
&  
CITY COUNCIL  
JUNE 17, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 10, 2024 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 17, 2024 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:

**Ordinance Amendment OAM24-01:** Request by the City of Tomball to amend Chapter 50 – Article III (*District Regulations*) adding Section 50-70.1 – Single-Family Residential District (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 District.

**Ordinance Amendment OAM24-02:** Request by the City of Tomball to amend Section(s) 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”.

**Zoning Case Z24-08:** Request by CHTA Development, Inc. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

**Zoning Case Z24-09:** Request by Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR). The property is generally located within the 1300 block (north side) of Medical Complex Drive, 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 Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7<sup>th</sup> day of June 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Benjamin Lashley*

Benjamin Lashley  
Assistant 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](http://www.tomballtx.gov).



**Ordinance Amendment  
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 10, 2024  
City Council Public Hearing Date: June 17, 2024

**Case:** OAM24-01  
**Applicant:** City of Tomball  
**Sections:** ADD: Chapter 50-Zoning, Article III.-District Regulations, Section 50-70.1-Single-Family Residential District-7.5 (SF-7.5)  
MODIFY: Chapter 50-Zoning, Article III.-District Regulations, Section 50-82.-Use regulations (charts).  
MODIFY: Chapter 50-Zoning, Article IV.-Development Standards, Section 50-112.-Off street parking and loading requirements.  
**Subject:** Add “Single-Family Residential District-7.5 (SF-7.5)” Zoning District and subsequent development and land use standards, including parking.

**Background**

Recently there have been several rezoning requests to accommodate higher density single-family detached residential areas. The zoning district options currently available for cases such as this are Single-Family Residential-6 (SF-6) and Single-Family Residential-9 (SF-9). Applicants and City Council have expressed that there is a large gap between these two districts that could be alleviated by a new “middle-ground” density residential district. The goal of the proposed Single-Family Residential-7.5 (SF-7.5) zoning district is to provide more single-family detached residential options when determining appropriate housing densities within the City of Tomball.

**Notice of Public Hearing:**

A public hearing notice was published in the Potpourri on May 22, 2024.

**Proposed Ordinance Amendments:**

Code of Ordinance Section(s):

**Chapter 50 - Zoning - Article III. – District Regulations**

**ADD:** Sec 50-70.1 – Single-Family Residential District (SF-7.5)

- (a) General purpose and description – The SF-7.5 Single-Family Residential District is intended to provide for development of primarily low-density detached, single-family residences on lots of not less than 7,500 square feet in size, churches, schools, and public parks in logical neighborhood units.

- (b) Permitted uses. Those uses listed for the SF-7.5 Single-Family Residential District in the use charts (section 50-82) as “P” or “C” are authorized uses permitted by right or conditionally permitted uses, respectively.
- (c) Height regulations. The maximum height in the SF-7.5 district shall be:
  - 1) Two stories, not to exceed 35 feet, for the main building/house.
  - 2) One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) Area regulations.
  - 1) Size of lots.
    - a. Minimum lot area: 7,500 square feet.
    - b. Minimum lot width: 60 feet. Radial lots shall have a minimum width of 70 feet at and for a distance of 30 feet behind the front yard/building line. No lot shall be created that has a front yard less than 30 feet of frontage on the front street.
    - c. Minimum lot depth: 100 feet.
    - d. Nonconforming lots: where a lawfully existing lot having less area, depth, or width than required in this section existed in separate ownership on the effective date of this ordinance from with this chapter is derived, the foregoing regulations relating to the size of such lot shall not prohibit the erection of a single-family dwelling thereon.
  - 2) Size of yards.
    - a. Minimum front yard: 20 feet; where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets. Where a lot faces a designated arterial street, the front yard shall be a minimum of 35 feet.
    - b. Minimum side yard: five feet. The minimum side yard of a corner lot adjacent to a street shall not be less than 15 feet, except that where a lot sides on a designated arterial street, such side yard shall not be less than 25 feet.
    - c. Minimum rear yard: 15 feet. The minimum rear yard where lots back on a designated arterial street shall not be less than 25 feet. However, lots backing up to a 20-foot alley shall have a 5 foot minimum rear yard and abutting a 15-foot alley shall have a 7.5 foot minimum rear yard.
    - d. Encroachment by building eaves and air conditioning units: building eaves and air conditioning compressors may encroach not more than three feet beyond building lines into the required rear and side yard on lots created by subdivision plats for single-family residential use duly approved by the city and recorded with the county clerk of either county, as applicable, on or before November 1, 1999.
  - 3) Maximum lot coverage. Maximum lot coverage is 45 percent including main buildings and accessory buildings.
  - 4) Minimum floor area. Minimum floor area per dwelling unit is 1000 square feet of heated and/or air-conditioned floor area.

**Chapter 50–Zoning-Article IV.–Development Standards-Section 50-112.–Off-street parking and loading requirements.**

**MODIFY:** (b) Residential districts; off-street parking provisions.

- 1) Parking regulations for the AG, SF-20-E, SF-9, SF-7.5, SF-6, and D districts and for planned developments for zero lot line, patio home, townhome and single-family attached dwelling units. For every single-family dwelling unit, a minimum of two off-street parking spaces shall be provided on the same lot as the main structure. For duplexes, two off-street parking spaces for each dwelling unit shall be required. For the purposes of this subsection, the first two parking spaces contained in covered garages and/or covered carports for each dwelling unit shall not be considered as off-street parking spaces. For example, if a dwelling has a three-car garage, one additional off-street parking space would be required in addition to that included within the garage. Off-street parking spaces shall be directly adjacent to a dwelling or garage. If off-street parking spaces are aligned linearly, they shall be directly adjacent to one another. For the purposes of this subsection, the minimum dimensions of each parking space shall be in accordance with table 50-112-1; provided, however, two spaces shall be not less than 12 feet by 40 feet if aligned linearly. All required driveways and parking areas shall have a topping, which is the same as the abutting street, or they may be concrete cement. All additional parking in a required yard must also be of the same material as the abutting street or concrete cement.

## Chapter 50 – Zoning - Article III. – District Regulations - Section 50-82 – Use Regulations (charts)

### MODIFY:

Types of Land Uses	Residential Zoning Districts					Nonresidential Zoning Districts										OT&MU	Parking ratio (Also see section 50-112)
	AG	SF-20-E	SF-9	SF-7.5	SF-6	D	MF	MHP	O	NR	GR	C	LI				
<b>Agriculture</b>																	
Bulk grain and/or feed storage	P											C	C		1 space per 1,000 square feet		
Farm (ranch, garden, crops, livestock, or orchard) †	P	P	P	P	P	P	P	P	P	P	P	P	P	P	None		
Feed and grain store/farm supply store †	C										C	P	P	C	1 space per 500 square feet		
Flour and other grain mills													P		1 space per 1,000 square feet		
Livestock, wholesale/auction	C														None		
Livestock sales/auction	C														None		
Stable, commercial	C												C		1 space per 1,000 square feet		
Stables (private, principal or accessory use) †	P				C										None		
<b>Residential</b>																	
Accessory building/structure (business or industry) †									P		P	P		P	None		
Accessory building/structure (residential) †	P	P	P	P	P	P	P							P	None		
Accessory dwelling	P	P	P	P	C		C								None		
Garage/accessory dwelling †	P	P	P	P	C		C							P	None		
Caretaker's, guard's residence †	P	C						P		P	P	P	P	P	1 space per caretaker/guard		
Dwelling, four-family (quadplex) (defined under Multiple-family dwelling) †														P	2 spaces per dwelling		
Dwelling, HUD code-manufactured home †								P						C	2 spaces per dwelling		
Dwelling, industrialized home †	P	P	P	P	P	P	P	P						C	2 spaces per dwelling		
Dwelling, multiple-family †														P	2 spaces per dwelling		
Dwelling, single-family attached †						P	P							P	2 spaces per dwelling		
Dwelling—Single-family detached †	P	P	P	P	P	P	P							P	2 spaces per dwelling		
Dwelling, two-family, duplex or duplex townhome †						P	P							P	2 spaces per dwelling		
Dwelling, zero-lot line/patio home †						P	P							P	2 spaces per dwelling		
Home occupation †	P	P	P	P	P	P	P			P		P	P	P	None		
Residential use †	P	P	P	P	P	P	P	P	C	C	C	C	C	P	2 spaces per dwelling		
Private street subdivision	P	P	P	P	P	P	P			C	C	C	C	P	None		
<b>Office</b>																	
Clinic, emergency care											P		P	P	1 space per 150 square feet		
Clinic, medical and/or dental								P		P	P	P	P	P	1 space per 300 square feet		
Credit agency								P		P	P	P	P	P	1 space per 300 square feet		
Bank, savings and loan, or credit union (no motor bank services)								P		P	P	P	P	P	1 space per 300 square feet		
Bank, savings and loan, or credit union (with motor bank services)								C		P	P	P	P	P	1 space per 300 square feet		
Office, professional and general business †								P		P	P	P	P	P	1 space per 300 square feet		
Office, parole-probation											P	P	P	C	1 space per 300 square feet		
Office showroom/warehouse †								C		C		P	P	P	1 space per 300 square feet		
Security monitoring company															1 space per 300 square feet		
Temporary real estate field office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4 spaces		
Model home (including sales office)	P	P	P	P	P	P	P	P	P	P		C	C	P	2 spaces per model		
<b>Personal and Business</b>																	
Ambulance service											C		P	P	1 space per 500 square feet		
Automobile driving school (including defensive driving)								C		P	P	P	P	P	1 space per classroom seat		
Barber/beauty shop (no related school/college)								C		P	P	P	P	P	1 space per 200 square feet		
Bed and breakfast inn †	P	C	C	C	C	C	C	C		C	P		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	P	1 space per 100 square feet		
Dance/drama/music schools (performing arts, martial arts) Fortune-telling and similar activities †	C	C	C	C	C	C	C	C	C	P	P		P	P	1 space per 100 square feet		
Funeral home †													C		1 space per 300 square feet		
Greenhouse (non-retail/hobby)	P	P	P	P	P	P	P	P				P	P	C	See section 50-112		
Health club (indoor)								C		P	P	P	P	P	One space per 300 square feet		
Health club (outdoor)										C	P	P	P	P	One space per 300 square feet		
Hotel †											P		P	C	See section 50-112		
Laundromat/washateria/self-service †											P		P	P	1 space per 200 square feet		
Laundry/dry cleaning (retail only, drop off/pick up) †								C		P	P	P	P	P	1 space per 200 square feet		
Loan services (payday/auto title)											C		C		1 space per 100 square feet		







Community or social buildings ‡	C	C	C	C	C				C	C		C	P		P	P		P	P		P	1 space per 300 square feet	
Country club (private) ‡	C	C	C	C	C				C	C			C	C				C	C		P	10 spaces plus one per 300 square feet above 2,000	
Earth satellite dish (private, less than 3 feet in diameter)	<a href="#">See section 50-116</a>																						
Electric power plant																		C	P		C	1 space per 1,000 square feet	
Electric storage system																			C			2 spaces per facility	
Electrical substation ‡	C	C	C	C	C				C	C		C	C		C	C		C	C		C	1 space per 1,000 square feet	
Exhibition hall ‡																					C	1 space per 100 square feet	
Fair ground or rodeo ‡	C																	C	C		C	1 space per 1,000 square feet of land area	
Family home (child care in place of residence) ‡	P	P	P	P	P			P	P		P	P	P	P				P			P	1 space per 10 children plus 1 space per teacher	
Fraternal organization ‡													C		C	P		P	P		P	10 spaces plus 1 per 300 square feet above 2,000	
Fraternity or sorority house ‡								C	C				G		C	C		C			C	2 spaces per bedroom	
Governmental building or use (county, state or federal) ‡	C	C	C	C	C			C	C		C	P		P	P			P	P		P	1 space per 300 square feet	
Heliport ‡													C					C	C		C	3 spaces	
Helistop													C		C	C		C	C		C	3 spaces	
Hospital ‡													C			P		P	P		P	1 space per bed	
Household care facility ‡	P	P	P	P	P			P	P												P	1 space per 6 clients	
Household care institution																					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	C	C	C	C	C			C	C		C	C		C	P			P	P		P	1 space per 200 square feet	
Municipal facility or use ‡	P	P	P	P	P			P	P		P	P		P	P			P	P		P	1 space per 300 square feet	
Museum	C	C	C	C	C			C	C		C	C		C	P			P	P		P	<a href="#">See section 50-112</a>	
Park and/or playground (private) ‡	P	P	P	P	P			P	P		P	P		P	P			P	P		P		
Park and/or playground (public, municipal) ‡	P	P	P	P	P			P	P		P	P		P	P			P	P		P		
Penal or correctional institutions	C																				C	1 space per 500 square feet	
Post office (governmental)	P	P	P	P	P			P	P		P	P		P	P			P	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	<a href="#">See section 50-116</a>																						
Rectory/parsonage	P	P	P	P	P			P	P		P	P		P	P			P	P		P	5 spaces, plus 1 per bedroom	
Retirement housing for the elderly ‡	<a href="#">See Assisted living facility</a>																						
Riding academy	P	C	C	C	C			C	C		C	C		C	C			C	P		C	1 space per five stalls	
Sanitary landfill (private)																					C	1 space per ten acres	
School, business (e.g., barber/beauty/cosmetology)															C	P			P	P		P	1 space per three students, based on design
School, college or university	C	C	C	C	C			C	C		C	C		C	P			P	P		P	10 per classroom plus 2 per office	
School, commercial trade (vocational) ‡														C		C	P		P	P		P	1 space per student
School, public or denominational ‡	P	P	P	P	P			P	P		P	P		P	P			P	P		P	<a href="#">See section 50-112</a>	
School, other than public or denominational ‡														C		C	P		P	P		P	<a href="#">See section 50-112</a>
Sheltered care facility ‡																		C			C	1 space per three beds or 1.5 per dwelling	
Sign, all types (defined within the referenced section) ‡	<a href="#">See ch. 34 of this Code</a>																						
Skilled nursing facility ‡																					P	<a href="#">See section 50-112</a>	
Studio for radio and/or television (no towers) ‡																					P	1 space per 200 square feet	
<b>Commercial and Wholesale Trade</b>																							
Animal kennel (outdoor pens)	P																				C	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)	C																				C	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	C																				P	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	







# City Council Meeting Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Conduct a public hearing and consideration to approve **Ordinance Amendment OAM24-02:** Request by the City of Tomball to amend Section(s) 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”.

Adopt, on First Reading, Ordinance No. 2024-14, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by amending Sections 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”; providing for 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:**

**Origination:** City of Tomball

**Recommendation:**

Approval

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

**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. 2024-14**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 50-2 (DEFINITIONS), OF ARTICLE I, IN GENERAL AND SECTION 50-82 (USE REGULATIONS (CHARTS)), SUBSECTION (B)(USE CHARTS), OF ARTICLE III, DISTRICT REGULATIONS, 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 of Tomball has requested an amendment to the Code of Ordinances by amending Section 50-2 (Definitions), of Article I, In General and Section 50-82 (Use regulations (charts)), subsection (b)(Use charts), of Article III, District Regulations, of Chapter 50, Zoning; 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, the Planning & Zoning Commission held a public hearing on 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, 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.** Article I, In General and Article III, District Regulations, 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 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

Exhibit “A”

**AMEND:** Section 50-2 (Definitions)

**Add:**

Boarding home facility – An establishment that furnishes, in one or more buildings, lodging to three or more persons with disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage; and provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-administration or medication but does not provide personal care services to those persons.

**Delete:**

~~Sheltered care facility means a nonprofit or for-profit boardinghome for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services, and transportation.~~

**AMEND:** Section 50-82 (b)

**MODIFY:** Use regulation (charts)

P	Designates use permitted in the zoning district indicated
(Blank)	Designates use prohibited (i.e., not allowed) in the zoning district indicated
C	Designates use may be permitted in the zoning district indicated by a CUP (also see <a href="#">section 50-81</a> )
‡	The land use is defined within <a href="#">section 50-2</a>

Types of Land Uses	Residential Zoning Districts										Nonresidential Zoning Districts						Parking ratio				
	AG	SF-20-E	SF-9	SF-6			D		MF		MHP	O		GR		C		LI		OT&MU	
Institutional/Government																					
<del>Sheltered care facility ‡</del> Boarding home facility									C					C			C	C		C	1 space per three beds or 1.5 per dwelling

-END-

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
JUNE 10, 2024  
&  
CITY COUNCIL  
JUNE 17, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 10, 2024 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 17, 2024 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:

**Ordinance Amendment OAM24-01:** Request by the City of Tomball to amend Chapter 50 – Article III (*District Regulations*) adding Section 50-70.1 – Single-Family Residential District (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 District.

**Ordinance Amendment OAM24-02:** Request by the City of Tomball to amend Section(s) 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”.

**Zoning Case Z24-08:** Request by CHTA Development, Inc. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

**Zoning Case Z24-09:** Request by Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR). The property is generally located within the 1300 block (north side) of Medical Complex Drive, 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 Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7<sup>th</sup> day of June 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Benjamin Lashley*

Benjamin Lashley  
Assistant 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](http://www.tomballtx.gov).



**Ordinance Amendment  
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 10, 2024  
City Council Public Hearing Date: June 17, 2024

**Case:** OAM24-02

**Applicant:** City of Tomball

**Sections:** MODIFY: Chapter 50-Zoning, Article I. In General, Section 50-2-Definitions and Article III. District Regulations, Section 50-82-Use regulations (charts), Subsection (b) Use charts.

**Subject:** Replace “Sheltered care facility” definition with “Boarding home facility” definition. Update the use charts by replacing “Sheltered care facility” with “Boarding home facility”.

**Background**

City Staff identified a land use in Chapter 50-Zoning that is not defined consistently with the recently adopted Boarding Home Regulations, within Chapter 22, Article VIII of the Tomball Code of Ordinances and Section 260.001 of the State of Texas Health and Safety Code. For consistency, the “Sheltered care facility” land use is proposed to be replaced with “Boarding home facility” land use. This amendment includes modifying Article I. In General, Section 50-2 Definitions and Article III. District Regulations, Section 50-82-Use regulations (charts), Subsection (b) Use charts.

**Notice of Public Hearing:**

A public hearing notice was published in the Potpourri on May 22, 2024.

**Proposed Ordinance Amendments:**

Code of Ordinance Sections:

Chapter 50-Zoning-Article I. In General, Section 50-2 Definitions

**Add:**

Boarding home facility – An establishment that furnishes, in one or more buildings, lodging to three or more persons with disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage; and provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-administration or medication but does not provide personal care services to those persons.

**Delete:**

~~Sheltered care facility means a nonprofit or for profit boardinghome for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services, and transportation.~~

Chapter 50-Zoning-Article III. District Regulations, Section 50-82-Use regulations (charts), Subsection (b) Use charts.

**Modify:**

P	Designates use permitted in the zoning district indicated
(Blank)	Designates use prohibited (i.e., not allowed) in the zoning district indicated
C	Designates use may be permitted in the zoning district indicated by a CUP (also see <a href="#">section 50-81</a> )
‡	The land use is defined within <a href="#">section 50-2</a>

Types of Land Uses	Residential Zoning Districts										Nonresidential Zoning Districts						Parking ratio			
	AG	SF-20-E	SF-9	SF-6		D		MF		MHP	O		GR			C		LI		OT&MU
Institutional/Government																				
<del>Sheltered care facility ‡</del> Boarding home facility								C					C			C	C		C	1 space per three beds or 1.5 per dwelling

**Recommendation**

City Staff recommends approval of OAM24-02.

# City Council Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Conduct a public hearing and consideration to approve **Zoning Case Z24-08**: Request by CHTA Development, Inc. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 – Article III (*District Regulations*) by amending Chapter 50 (Zoning) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas; 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:**

**Origination:** CHTA Development, Inc.

**Recommendation:**

Approval

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

**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. 2024-15**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY AMENDING PLANNED DEVELOPMENT DISTRICT – 15 WHICH GOVERNS APPROXIMATELY 33.386 ACRES OF LAND LEGALLY DESCRIBED AS WINFREY ESTATES TO REDUCE THE MINIMUM BUILDING SETBACK IN THE REAR YARD FROM 14-FEET TO 9-FEET. THE PROPERTY IS LOCATED ON THE WEST SIDE OF FM 2978 AT WINFREY LANE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; 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**, CHTA Development, Inc. has requested an amendment to Planned Development District – 15 which governs approximately 33.386 acres of land legally described as Winfrey Estates to reduce the minimum building setback in the rear yard from 14-feet to 9-feet; and

**WHEREAS**, the Planned Development amendment application consists of Exhibits “A” and “B” attached hereto and made part of this ordinance; and

**WHEREAS**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing, the Planning & Zoning Commission held a public hearing on the requested Planned Development 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 Planned Development 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 Planned Development amendment as contained in this ordinance;

**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.** This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except this amendment to Planned Development-15 for the Property as described above.

**Section 3.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any

and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 4.** Any person who shall 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

**CHTA DEVELOPMENT, INC.  
1169 Brittmoore Rd.  
Houston, TX 77043**

To whom it may Concern.

CHTA Development and Roc Homes is the Developer and Builder in Winfrey Estates, Tomball, TX.

Because about 15% of our homes are encroaching on the rear building line (14-feet), we are asking for the plat to be amended with a rear building line of 9-feet to accommodate these homes. All of our homes have the concept of "outdoor living" which is primarily to one side of the homes. However, some of the home do have partial "outdoor living" to the back of the house. On some lots, some of our plans encroach into the rear building line anywhere from 6-inches to 5-feet.

At this time we do not know which plans will go on which lots. This is a Buyers choice depending on the guidelines within the CCR's of the HOA.

We respectfully request that the Rear Building Line be adjusted to accommodate all of our plans. We understand that, in some areas, the CenterPoint easements will not allow for encroachment into there 14-foot rear Utility Easement and will abide by this.

Thank you for your consideration of this matter.

Sincerely,



Roland Ramirez  
Land Acquisition and Development  
CHTA Development, Inc.  
roland@roc-homes.com  
281-924-5550

STATE OF TEXAS  
COUNTY OF HARRIS

We, CHTA DEVELOPMENT, INC. acting by and through ERIC HYMOWITZ, President and MIKE DISHERBERG, Vice President being officers of CHTA DEVELOPMENT, INC., owners in this section after referred to as owners of the 33.3858 acre tract described in the above and foregoing plat of WINFREY ESTATES, do hereby make and establish said subdivision of said property according to all liens, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

IN TESTIMONY WHEREOF, the CHTA DEVELOPMENT, INC. has caused these presents to be signed by ERIC HYMOWITZ, its President, thereunto authorized, attested by MIKE DISHERBERG, its Vice President and its common seal hereunto affixed this 21<sup>st</sup> day of February, 2023.

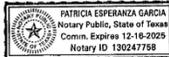
CHTA DEVELOPMENT, INC.  
By: *[Signature]*  
ERIC HYMOWITZ, President  
Attest: *[Signature]*  
MIKE DISHERBERG, Vice President

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ERIC HYMOWITZ and MIKE DISHERBERG, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21<sup>st</sup> day of February, 2023.

*[Signature]*  
Notary Public in and for the State of Texas



My Commission expires: 12/16/2025

I, ANDREW R JETT, LOT HV III LLC, owner and holder of a lien against the property described in the plat known as WINFREY ESTATES, said lien being evidenced by instrument of record in the Clerk's File No. RP-2022-47356B of the O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

By: *[Signature]*  
Andrew R Jett, Vice President

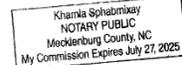
STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ANDREW R JETT, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of February, 2023.

*[Signature]*  
Notary Public in and for the State of Texas

My Commission expires: 07/27/2025



This is to certify that the planning and zoning commission of the City of Tomball has approved this plat and subdivision of WINFREY ESTATES in conformance with the laws of the state and the ordinances of the city as shown hereon and authorized the recording of this plat this 21<sup>st</sup> day of February 2023.

By: *[Signature]*  
Barbara Tague  
Chairman

I, Teneisha Hudspeth, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authentication were filed for registration in my office on April 14, 2023, 2:08 PM, and duly recorded on April 15, 2023, at 9:12 AM, and in Film Code Number 703194 of the Map Records of Harris County for said County.

Witness my hand and seal of office of Houston, the day and date last above written.

TENEISHA HUDSPETH  
Clerk of the County Court  
Harris County, Texas  
By: *[Signature]*  
CHRISTIAN ORONA



LOT TABLE

BLOCK 1			BLOCK 3		
LOT	Acres	Sq. Feet	LOT	Acres	Sq. Feet
1	0.1431	6,233.20	1	0.1457	6,347.51
2	0.1433	6,240.00	2	0.1435	6,251.47
3	0.1433	6,240.00	3	0.1433	6,240.00
4	0.1433	6,240.00	4	0.1433	6,240.00
5	0.1427	6,218.16	5	0.1433	6,240.00
6	0.2117	9,222.79	6	0.1433	6,240.00
7	0.3163	13,734.17	7	0.1433	6,240.00
8	0.1702	7,415.39	8	0.1433	6,240.00
9	0.1434	6,247.29	9	0.1433	6,240.00
10	0.1435	6,251.07	10	0.1433	6,240.00
11	0.1436	6,254.86	11	0.1410	6,142.83
12	0.1437	6,258.65	12	0.1803	6,980.68
13	0.1438	6,262.44	13	0.1582	6,890.88
14	0.1577	6,869.35	14	0.1445	6,293.74
15	0.1712	7,455.61	15	0.1445	6,293.74
16	0.1970	8,582.95	16	0.1446	6,297.68
17	0.1766	7,991.41	17	0.1446	6,299.65
18	0.1569	6,832.67	18	0.1447	6,301.63
19	0.1456	6,342.39	19	0.1447	6,303.60
20	0.1604	6,989.20	20	0.1448	6,305.57
21	0.1752	7,632.32	21	0.1448	6,307.54
22	0.1897	8,265.49	22	0.1448	6,309.51
Total	3.6611	159,477.43	23	0.1553	6,766.59

BLOCK 2			BLOCK 4		
LOT	Acres	Sq. Feet	LOT	Acres	Sq. Feet
1	0.1336	5,819.12	25	0.1412	6,152.43
2	0.1343	6,050.11	26	0.1313	5,719.80
3	0.1343	6,050.11	28	0.1313	5,719.80
4	0.1343	6,050.11	29	0.1313	5,719.80
5	0.1464	6,374.80	30	0.1313	5,719.80
6	0.1463	6,374.80	32	0.1313	5,719.80
7	0.1343	5,849.89	33	0.1313	5,719.80
8	0.1343	5,849.89	34	0.1313	5,719.80
9	0.1346	5,853.15	35	0.1435	6,249.28
10	0.1452	6,324.69	36	0.1448	6,308.95
11	0.1764	7,681.87	37	0.1313	5,720.00
12	0.1950	8,494.52	38	0.1313	5,720.00
13	0.2064	9,123.34	39	0.1313	5,720.00
14	0.2300	10,017.76	40	0.1313	5,720.00
15	0.1544	6,726.05	41	0.1313	5,720.00
16	0.1648	7,176.64	42	0.1313	5,720.00
17	0.1474	6,420.45	43	0.1313	5,719.96
18	0.1367	5,953.37	44	0.1604	6,986.85
19	0.1313	5,720.21	45	0.2620	11,413.75
20	0.1430	6,230.18	46	0.2303	10,033.53
21	0.1430	6,230.30	47	0.1819	7,922.50
22	0.1459	6,353.30	48	0.1789	7,793.41
23	0.1487	6,477.71	Total	7.1133	309,853.27
24	0.1435	6,252.61			
25	0.1451	6,320.88			
26	0.1661	7,236.87			
27	0.1661	7,236.87			
28	0.1661	7,236.87			
29	0.1630	6,978.07			
30	0.1661	7,236.87			
31	0.1639	7,138.83			
32	0.1313	5,720.00			
33	0.1313	5,720.00			
34	0.1302	5,869.98			
Total	5.1795	225,818.27			

RESERVE TABLE		
Reserve	Acres	Sq. Feet
A	0.0394	1,717.07
B	0.7282	31,719.50
C	0.5451	23,731.18
D	0.8253	27,237.92
E	1.2199	53,137.57
F	0.0398	1,724.78
G	4.4653	194,512.33
H	0.8371	36,462.30
Total	8.4999	370,254.66

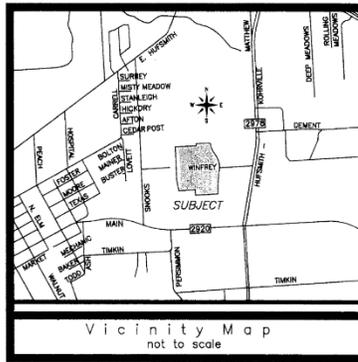
RP-2023-118531

4/4/2023 HCCP1P1 110.00

FILED

4/4/2023 2:08 PM

*[Signature]*  
COUNTY CLERK



LEGEND:  
A.E. - Unobstructed Aerial Easement  
C.U.E. - City of Tomball Utility Easement  
U.E. - Utility Easement  
C.I.R. - Capped Iron Rod  
F.C. - Film Code  
FND. - Found  
ESMT. - Easement  
H.C.M.R. - Harris County Map Records  
H.C.D.R. - Harris County Deed Records  
H.C.C.F. - Harris County Clerk's File  
I.R. - Iron Rod  
O.P.R.O.R.P. - Official Public Records of Real Property

NOTES:  
Public Easements:  
According to FEMA Firm Panel No. 48201C0230L, with an Effective Date of 06/18/2007, this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.  
Note #1:  
All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.  
Note #2:  
All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.  
Note #3:  
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 feet off centerline of high pressure gas lines.  
Note #4:  
This plat does not attempt to amend or remove any valid covenants or restrictions.  
Note #5:  
A ten foot wide City of Tomball utility easement is hereby dedicated to this plat and is centered on the gas main extension from the City of Tomball right-of-way or City of Tomball utility easement up to and around the gas meter.  
Note #6:  
The City of Tomball is responsible for the maintenance of sidewalks inside the right-of-way.  
Note #7:  
Lot markers shall be five-eighths inch or greater reinforcing bar, 24 inches long, or approved equal, and shall be placed at all lot corners flush with the ground, or below ground if necessary in order to avoid being disturbed.

# WINFREY ESTATES

A SUBDIVISION OF 33.3858 ACRES OF LAND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS, BEING A REPLAT OF ALL OF RESERVES "A", RESERVE "B" AND WINFREY LANE PORTION ADJACENT THERETO OF PECK STATION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 866109 OF THE HARRIS COUNTY MAP RECORDS

REASON TO REPLAT:  
TO CREATE

4 BLOCKS 113 LOTS 8 RESERVES

OWNER:

CHTA DEVELOPMENT, INC.

1169 Britmore Road, Houston, TX 77043

DATE: FEBRUARY, 2023 SCALE: 1"=80'



PAGE 1 OF 2





Revised: 08/25/2023

**APPLICATION FOR RE-ZONING**  
Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

**FEES:** Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

**DIGITAL APPLICATION SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: [ci-tomball-tx.smartgovcommunity.com](http://ci-tomball-tx.smartgovcommunity.com)

**Applicant**

Name: CHTA DEVELOPMENT, INC. Title: \_\_\_\_\_  
 Mailing Address: 1169 BRITTMOORE RD City: HOUSTON State: TX  
 Zip: 77043 Contact: ROLAND RAMIREZ  
 Phone: (281) 924-5550 Email: ROLAND@ROC-HOMES.COM

**Owner**

Name: CHTA DEVELOPMENT, INC. Title: \_\_\_\_\_  
 Mailing Address: 1169 BRITTMOORE RD. City: HOUSTON State: TX  
 Zip: 77043 Contact: ROLAND RAMIREZ  
 Phone: (281) 924-5550 Email: \_\_\_\_\_

**Engineer/Surveyor (if applicable)**

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

**Description of Proposed Project:** 55-PLUS RESIDENTIAL COMMUNITY

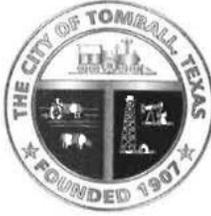
Physical Location of Property: 1326 HIDDEN OAKS DR.

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: A SUBDIVISION OF 33.3628 ACRES OF LAND LOCATED IN THE JESSEE FRUITT SURVEY, ABSTRACT NO 623 HARRIS COUNTY, TEXAS, BEING A REPLAT OF

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

Current Zoning District:  (PD) : Planned Development District



## APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

**FEES:** Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

**DIGITAL APPLICATION SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: [ci-tomball-tx.smartgovcommunity.com](http://ci-tomball-tx.smartgovcommunity.com)

**Applicant**

Name: CHTA DEVELOPMENT, INC. Title: \_\_\_\_\_  
 Mailing Address: 1169 BRITTMOORE RD City: HOUSTON State: TX  
 Zip: 77043 Contact: ROLAND RAMIREZ  
 Phone: (281) 924-5550 Email: ROLAND@ROC-HOMES.COM

**Owner**

Name: CHTA DEVELOPMENT, INC. Title: \_\_\_\_\_  
 Mailing Address: 1169 BRITTMOORE RD. City: HOUSTON State: TX  
 Zip: 77043 Contact: ROLAND RAMIREZ  
 Phone: (281) 924-5550 Email: \_\_\_\_\_

**Engineer/Surveyor (if applicable)**

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

**Description of Proposed Project:** 55-PLUS RESIDENTIAL COMMUNITY

Physical Location of Property: 1326 HIDDEN OAKS DR.

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: A SUBDIVISION OF 33.3658 ACRES OF LAND LOCATED IN THE JESSEE FRUITT SURVEY, ABSTRACT NO 628 HARRIS COUNTY, TEXAS, BEING A REPLAT OF

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

Current Zoning District: (PD) : Planned Development District

Current Use of Property: RESIDENTIAL

Proposed Zoning District: (PD) : Planned Development District

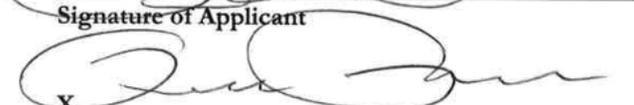
Proposed Use of Property: PD

HCAD Identification Number: 1328330000001 Acreage: 33.3858

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.

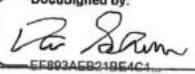
This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X  4/30/24  
 Signature of Applicant Date

X  4/30/24  
 Signature of Owner For Eric Hymowitz Date

DocuSigned by:  
Nancy Feher 6/3/2024  
04587B5DAED246C...

**Nancy Feher** **Date**  
1310 Hidden Oaks Dr., Tomball, TX

DocuSigned by:  
 6/3/2024  
EF893AEB219E4C1...

**Dan Schreiner** **Date**  
23639 Golden Birch Bend, Tomball, TX

DocuSigned by:  
Maureen Baker 6/3/2024  
0A0B5CC069D2405...

**Maureen Baker** **Date**  
1235 Hidden Oaks Dr, Tomball, TX

DocuSigned by:  
Melanie McGinley Sparks 6/3/2024  
EB74104E23E942C...

**Sparks Adventure** **Date**

DocuSigned by:  
Robert Sparks  
AD72009E63C848A...

**Sparks Adventure** **Date**  
1210 Hidden Oaks Dr., Tomball, TX



**Location:** West side of FM 2978 at Winfrey Lane.

## Exhibit B

### Planned Development

#### 31 Acre Winfrey Tract

**A. Contents. This final development plan includes the following sections:**

- General Provisions
- Land Uses
- Development Regulations for Single Family Lots and Reserves
- Amenities and Landscape Regulations
- Open Space and Trails

**B. General Provisions**

1. The planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other ordinances of the City in effect at the effective date of this PD Ordinance. If any provisions or regulations of any City ordinance applicable in the SF-6 (Standard Single Family Residential) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the SF-6 zoning district in effect on the effective date of this ordinance apply to this PD as through written herein, except to the extent the City regulation or provision conflicts with a provision in this ordinance.
2. Except as otherwise provided herein, the words used in this Planned Development have the meaning established by Section 50-2 (Definitions).
3. The PD shall be developed in accordance with the following exhibits that are attached to and made a part of this Final Development Plan:  
  
Exhibit C – Concept Plan  
  
Exhibit C1 – Landscape and Open Space Plan
4. As shown on Exhibit C, the PD encompasses 31.7 acres, located west of FM 2978, east of Snook Lane, north of East Main Street.

**C. Land Uses.**

1. SFR: Permitted land uses are listed below.

Use	SIC Code
Private Household Services	8811
Dwellings – Single Family	99 (Non-Classifiable)
Parks and Recreational Facilities, Public or Private	99 (Non-Classifiable)
Residential Sales Office (Temporary)	
Drill Site	
Well Site	
Wetlands	

- D. Development Regulations for Single Family Lots and Reserves – Maximum 130 lots permitted.**  
The total lot count may vary from that shown in Exhibit C so long as it is generally in a configuration with what is shown on Exhibit C. See H. Minor Modifications for permitted variations to the land plan.

Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. The minimum lot width shall be 45 feet wide at building line.
2. Lots shown on Exhibit C
  - a. Minimum lots area:
    - i. 45' wide lots shall have a minimum area of 5,500 square feet.
  - b. Minimum lot width: 45 feet.
  - c. Minimum lot depth: 100 feet
  - d. Maximum lot coverage: 60% (lot coverage shall include building footprint only)
3. Minimum building setbacks:
  - a. Front yard: 20 feet; (measured along front building line)
  - b. Rear yard: 9 feet
  - c. Side yard: 5 feet, 10 feet on street side of a corner lot.

Reserves within the PD shall be developed with the following regulations:

1. Minimum building setbacks
    - a. 10 feet; (measured along any adjoining right-of-way)
- E. Amenities and Landscape Regulations – As shown on Exhibit C1, the PD shall be developed in accordance with the following landscape regulations:**

1. Recreation site and amenities:
  - a. A minimum one-half (0.5) acre recreational reserve, located within the development, may include benches and trails, etc.
  - b. A minimum of 5, off-street parking spaces shall be provided at the recreation center. The off-street parking may be provided thru dedicated parking lot, parallel parking and/or a combination of both. At a minimum, one bicycle rack which will accommodate a minimum of five bicycles.
  - c. Amenities may include (but are not limited to):
    - Clubhouse
    - Swimming Pool
    - Pickleball

2. Landscape buffers:

- a. 10' foot minimum buffer shall be provided along all major and minor arterials contiguous to lot lines. As shown on Exhibit C1
  - b. 10-foot minimum buffer, contiguous to lot lines, shall be provided along entry street(s) and collector streets. As shown on Exhibit C1
  - c. Required buffers along major arterials and entry streets shall include one shade tree for each street frontage, or portion thereof, measured along the right-of-way line. The trees may be clustered or spaced linearly; they need to be placed evenly.
  - d. Required buffers may include trails.
3. Open Space:
- a. Minimum 15% space, to be distributed as shown on Exhibit C1
  - b. Open space shall include all landscape buffers, landscape reserves, open space reserves, parks, drill sites, detention, lakes, wetlands and well sites.
  - c. At a minimum 1 acre shall be provided as parks (total park acreage may be divided among multiple sites within the PD)
  - d. All required open space shall be owned and maintained by the Homeowners Association and shall be accessible to all residents within the PD's Homeowner's association. Exhibit C1
- F. Minor Modifications** –The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance to the applicable Tomball Codes and this Ordinance and approved by the Community Development Director.
- 1. Modifications to internal street patterns are allowed.
  - 2. Modifications to the location of land uses, provide that such relocations meet the minimum area and land use regulations set forth within in this document.
  - 3. Modifications to lot sizes are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
  - 4. Modifications to the total acreage provided for each land use set for in Exhibit C are allowed, provided that the modification or series of modifications, shall not result in a net change of greater than 10% in each land use.

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
JUNE 10, 2024  
&  
CITY COUNCIL  
JUNE 17, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 10, 2024 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 17, 2024 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:

**Ordinance Amendment OAM24-01:** Request by the City of Tomball to amend Chapter 50 – Article III (*District Regulations*) adding Section 50-70.1 – Single-Family Residential District (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 District.

**Ordinance Amendment OAM24-02:** Request by the City of Tomball to amend Section(s) 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”.

**Zoning Case Z24-08:** Request by CHTA Development, Inc. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

**Zoning Case Z24-09:** Request by Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR). The property is generally located within the 1300 block (north side) of Medical Complex Drive, 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 Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

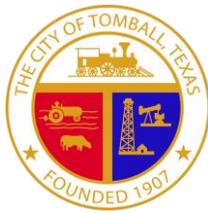
## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7<sup>th</sup> day of June 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Benjamin Lashley*

Benjamin Lashley  
Assistant 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](http://www.tomballtx.gov).



**City of Tomball  
Community Development Department**

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z24-08**

**05/16/2024**

The Planning & Zoning Commission will hold a public hearing on **June 10, 2024 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by CHTA Development, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **June 17, 2024 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Benjamin Lashley, Assistant City Planner at telephone 281-290-1477 or by email address [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z24-08**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:  
Parcel I.D.:  
Address:

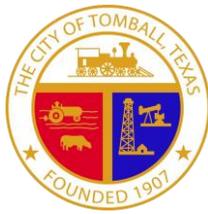
Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor   
Additional Comments:

I am opposed

Signature: \_\_\_\_\_

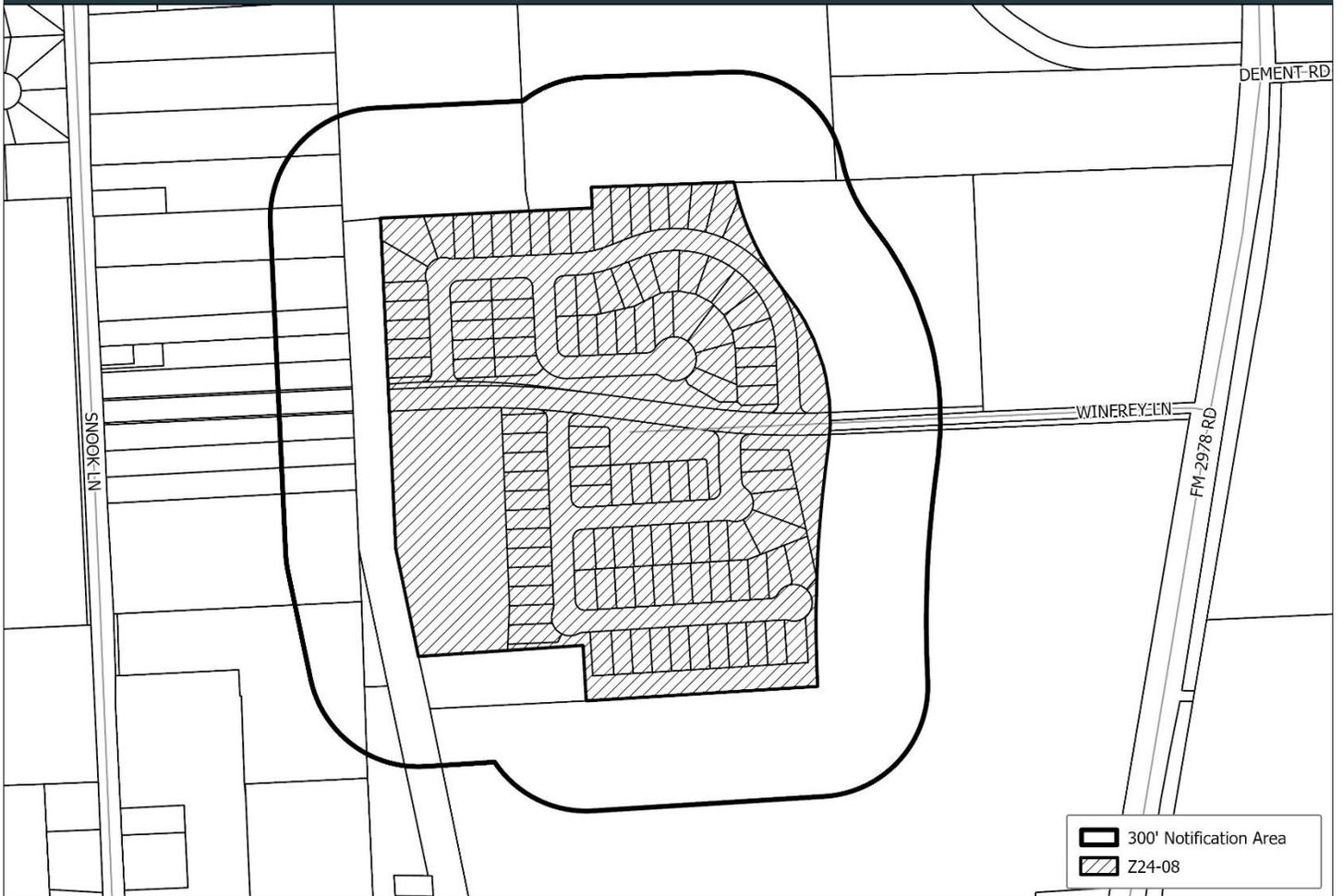


*City of Tomball*  
*Community Development Department*

**Z24-08**



# Notification Area



For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z24-08**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CENTURY HYDRAULICS LLC  
Parcel I.D.: 1309090010001  
Address: 23706 SNOOK LN

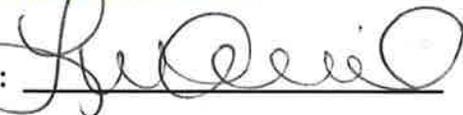
Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor   
Additional Comments:

I am opposed

Signature: \_\_\_\_\_



---

501 James Street • TOMBALL, TEXAS 77375

---

**From:** Barbara Seber <[barbhseber@gmail.com](mailto:barbhseber@gmail.com)>  
**Sent:** Monday, June 10, 2024 3:23 PM  
**To:** Benjamin Lashley <[blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)>  
**Subject:** Case # Z24-08

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

If Tomball changes the 14 ft. rule for this developer, how will it be explained to the next developer, that wants it changed? Rules are rules, they should be followed, unless Tomball wants to send out the message; buy the land, and Tomball will not enforce the 14 foot rule. If this rule is changed what other rules will they not enforce?  
9 feet is entirely to close to adjacent property. I am against not enforcing the current rule.

Barbara Hieden Seber  
Old Spec LTD.  
Parcel I.D. 0440550000160.  
Address 23923 Hufsmith Kohrville Rd.



**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 10, 2024  
City Council Public Hearing Date: June 17, 2024

**Rezoning Case:** Z24-08  
**Property Owner(s):** CHTA Development, Inc.  
**Applicant(s):** CHTA Development, Inc.  
**Legal Description:** Winfrey Estates  
**Location:** West side of FM 2978 at Winfrey Lane (Exhibit “A”)  
**Area:** 33.386 acres  
**Comp Plan Designation:** Corridor Commercial (Exhibit “B”)  
**Present Zoning:** Planned Development (PD-15) (Exhibit “C”)  
**Request:** Amend Planned Development (PD-15) to reduce the minimum building setback in the rear yard from 14-feet to 9-feet.

**Adjacent Zoning & Land Uses:**

**North:** Single-Family Residential-9 (SF-9) / Undeveloped

**South:** Single-Family Residential-9 (SF-9) and Commercial (C) / Undeveloped

**West:** Single-Family Residential-9 (SF-9) and Commercial (C) / CenterPoint Energy highline, office/warehouse and storage facilities, undeveloped properties

**East:** Single -Family Residential-9 (SF-9) and Commercial (C) / Undeveloped

**BACKGROUND**

The Planned Development (PD-15) District was created in 2021 (Ordinance No. 2021-08) to facilitate the development of an age-restricted single-family residential community with a maximum number of 130 lots. Planned amenities for this community may include a recreational reserve with benches and trails, clubhouse, swimming pool, and pickle ball court. The applicant, CHTA Development, has found that a desired house floor plan for this community requires a smaller rear yard than the current PD-15 regulations allow for. It has been expressed to City Staff that these homes have an outdoor living concept which primarily utilizes a side yard and will have a limited need for a large rear yard.

**STAFF REVIEW COMMENTS**

This request upholds the original intent of PD-15 and has no significant impact on the nature of the development. Also, the applicant has indicated that there will not be any building encroachments into any easements.

## **PUBLIC COMMENT**

A Notice of Public Hearing was published in the Potpourri and property owners within 300 feet of the property were mailed notification of the proposed amendment on May 16, 2024. 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 within this staff report, City Staff recommends approval of Zoning Case Z24-08.

## **EXHIBITS**

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

Exhibit "A"  
Aerial Location Map



# Location

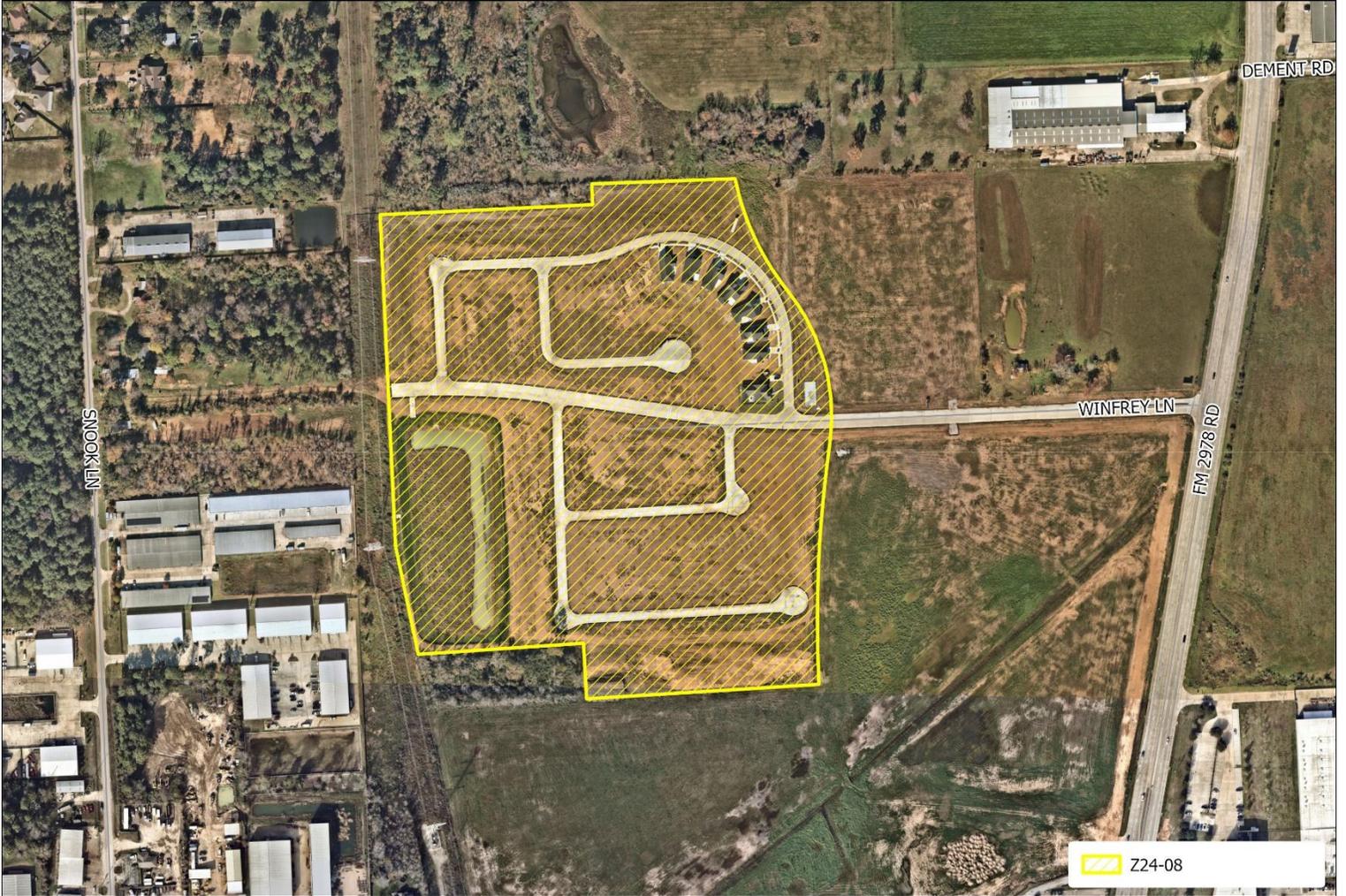


Exhibit "B"  
Future Land Use Plan



# Future Land Use

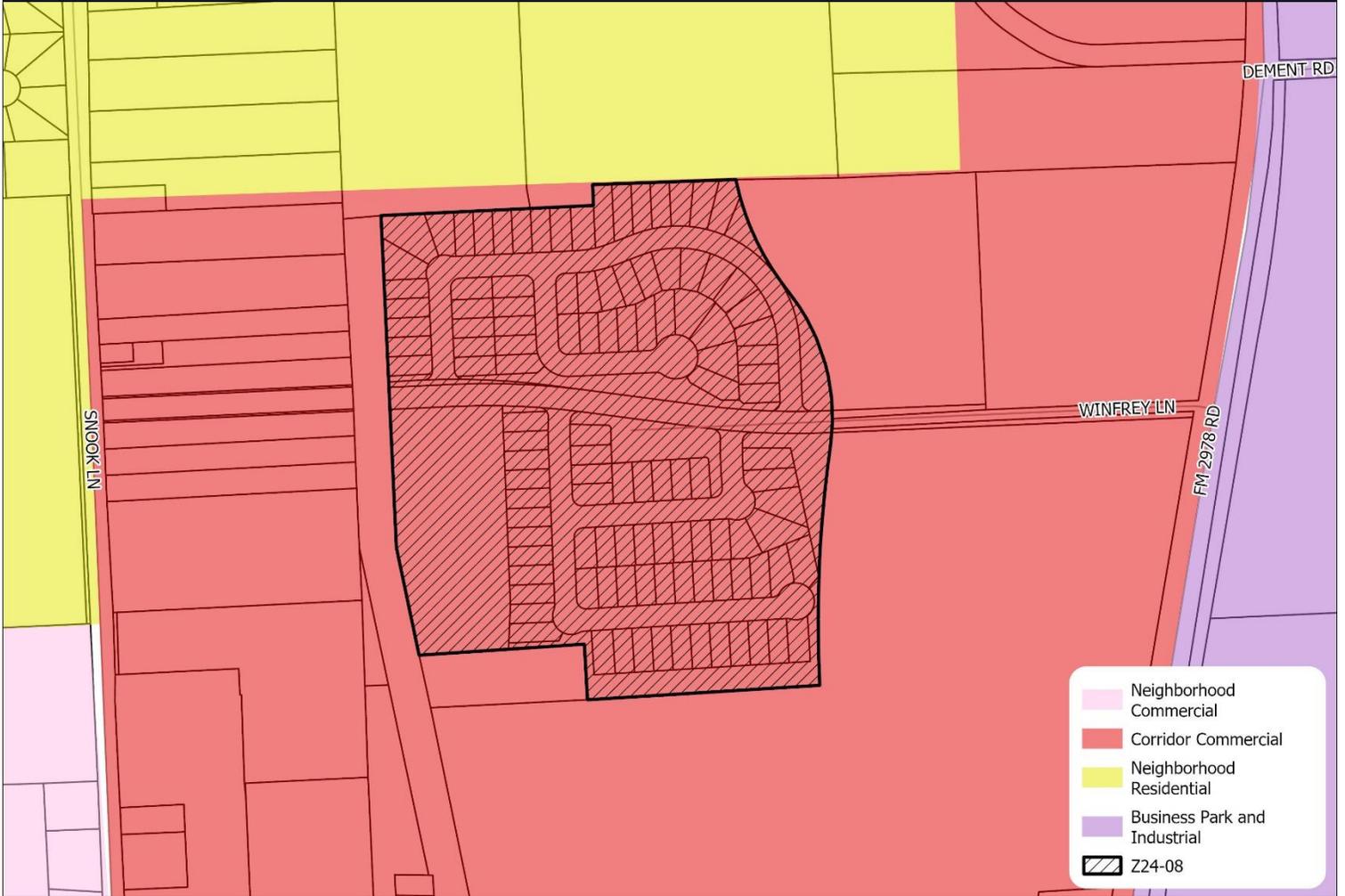
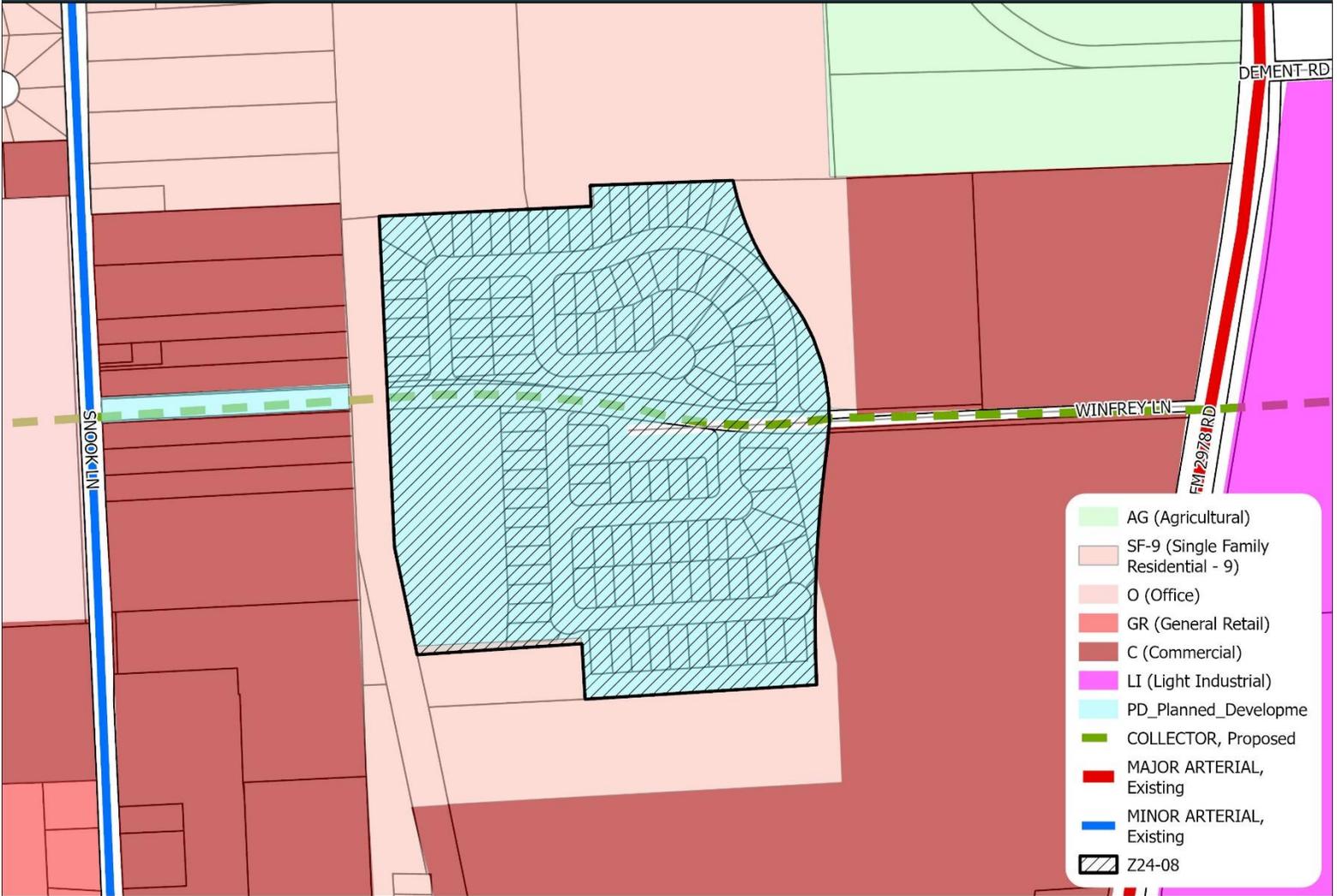


Exhibit "C"  
Zoning Map



# Zoning



- AG (Agricultural)
- SF-9 (Single Family Residential - 9)
- O (Office)
- GR (General Retail)
- C (Commercial)
- LI (Light Industrial)
- PD\_Planned\_Developme
- COLLECTOR, Proposed
- MAJOR ARTERIAL, Existing
- MINOR ARTERIAL, Existing
- Z24-08

**Exhibit "D"**  
**Site Photos**

**Subject Site**



**Neighbor (North)**



Neighbor (East)



Neighbor (East)



## Neighbor (South)



## Neighbor (West)



**Exhibit "E"**  
**Rezoning Application**

Revised: 08/25/2023



**APPLICATION FOR RE-ZONING**  
Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

**FEES:** Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

**DIGITAL APPLICATION SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: [ci-tomball-tx.smartgovcommunity.com](http://ci-tomball-tx.smartgovcommunity.com)

**Applicant**

Name: CHTA DEVELOPMENT, INC. Title: \_\_\_\_\_  
Mailing Address: 1169 BRITTMOORE RD City: HOUSTON State: TX  
Zip: 77043 Contact: ROLAND RAMIREZ  
Phone: (281) 924-5550 Email: ROLAND@ROC-HOMES.COM

**Owner**

Name: CHTA DEVELOPMENT, INC. Title: \_\_\_\_\_  
Mailing Address: 1169 BRITTMOORE RD. City: HOUSTON State: TX  
Zip: 77043 Contact: ROLAND RAMIREZ  
Phone: (281) 924-5550 Email: \_\_\_\_\_

**Engineer/Surveyor (if applicable)**

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

**Description of Proposed Project:** 55-PLUS RESIDENTIAL COMMUNITY

Physical Location of Property: 1326 HIDDEN OAKS DR.  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: A SUBDIVISION OF 33.3858 ACRES OF LAND LOCATED IN THE JESSEE PRUITT SURVEY, ABSTRACT NO 829 HARRIS COUNTY, TEXAS, BEING A REPLAT OF  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District:  (PD) : Planned Development District

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 [www.tomballtx.gov](http://www.tomballtx.gov)

Current Use of Property: RESIDENTIAL

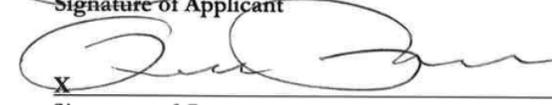
Proposed Zoning District: (PD) : Planned Development District

Proposed Use of Property: PD

HCAD Identification Number: 132833000001 Acreage: 33.3858

**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.**

<input checked="" type="checkbox"/>		4/30/24
	Signature of Applicant	Date
<input checked="" type="checkbox"/>	 For Eric Hymowitz	4/30/24
	Signature of Owner	Date

**CHTA DEVELOPMENT, INC.  
1169 Brittmoore Rd.  
Houston, TX 77043**

To whom it may Concern.

CHTA Development and Roc Homes is the Developer and Builder in Winfrey Estates, Tomball, TX.

Because about 15% of our homes are encroaching on the rear building line (14-feet), we are asking for the plat to be amended with a rear building line of 9-feet to accommodate these homes. All of our homes have the concept of "outdoor living" which is primarily to one side of the homes. However, some of the home do have partial "outdoor living" to the back of the house. On some lots, some of our plans encroach into the rear building line anywhere from 6-inches to 5-feet.

At this time we do not know which plans will go on which lots. This is a Buyers choice depending on the guidelines within the CCR's of the HOA.

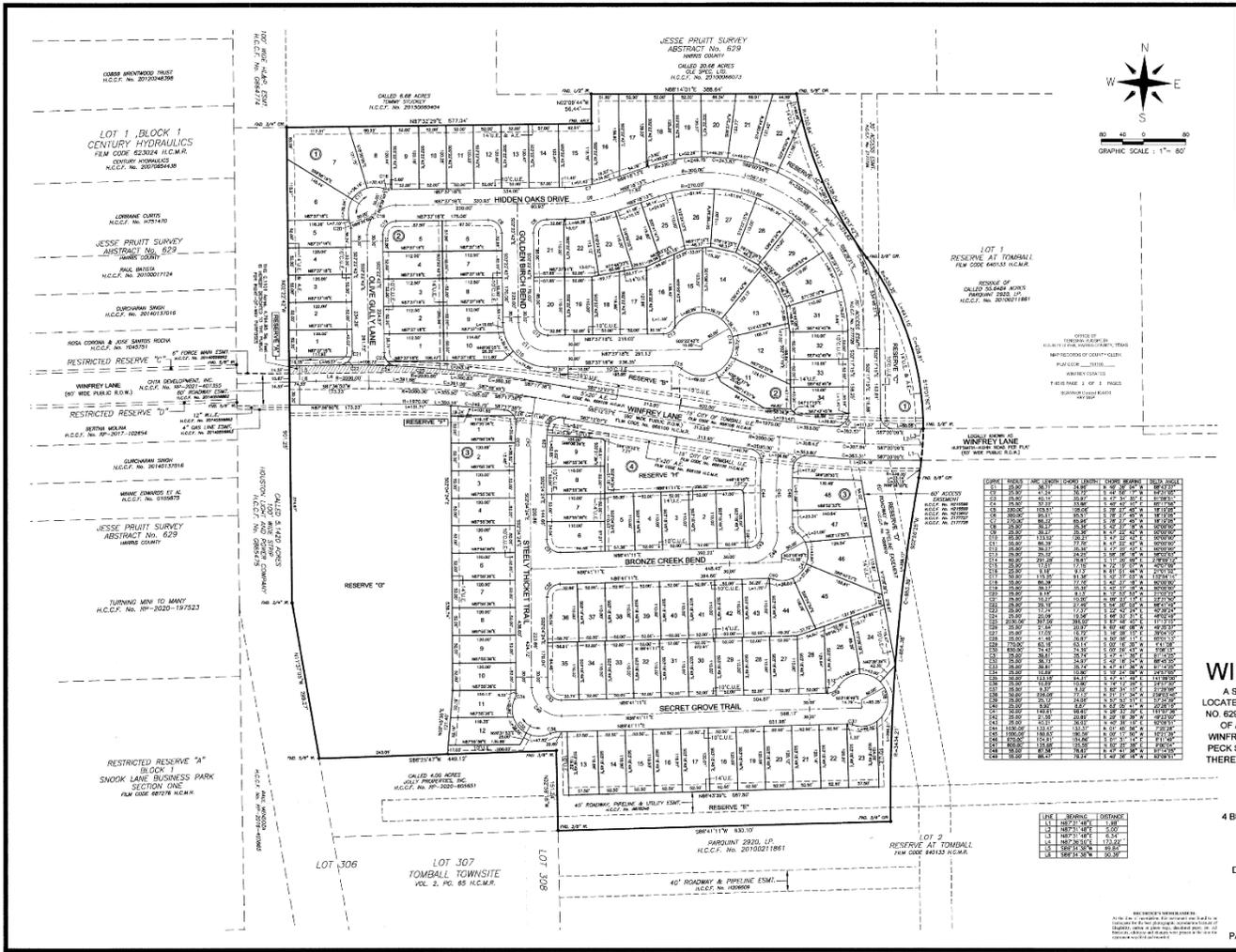
We respectfully request that the Rear Building Line be adjusted to accommodate all of our plans. We understand that, in some areas, the CenterPoint easements will not allow for encroachment into there 14-foot rear Utility Easement and will abide by this.

Thank you for your consideration of this matter.

Sincerely,



Roland Ramirez  
Land Acquisition and Development  
CHTA Development, Inc.  
roland@roc-homes.com  
281-924-5550



**LEGEND:**  
 AE - Unsubstantiated Aerial Easement  
 C.E. - City of Tomball Utility Easement  
 U.E. - Utility Easement  
 F.C. - Film Code  
 F.S. - Floodplain  
 H.C.E.P. - Harris County Easement  
 H.C.P. - Harris County Parcel Easement  
 H.C.F. - Harris County Clerk's File  
 H.C. - Harris County  
 O.P.R. - Official Public Records of Real Property

**Public Easements:**  
 Public easements are shown on this plat and are hereby dedicated to the public for the use and enjoyment of the City of Tomball, Texas, and the City of Houston, Texas, including the right of way, utility easements, and other easements for the purpose of construction, reconstruction, inspection, painting, repairing and other uses of the easement. The public easements are shown on this plat and are hereby dedicated to the public for the use and enjoyment of the City of Tomball, Texas, and the City of Houston, Texas, including the right of way, utility easements, and other easements for the purpose of construction, reconstruction, inspection, painting, repairing and other uses of the easement. The public easements are shown on this plat and are hereby dedicated to the public for the use and enjoyment of the City of Tomball, Texas, and the City of Houston, Texas, including the right of way, utility easements, and other easements for the purpose of construction, reconstruction, inspection, painting, repairing and other uses of the easement.

LOT	ACRES	OWNER	REMARKS
1	0.10	RESERVE AT TOMBALL	
2	0.10	RESERVE AT TOMBALL	
3	0.10	RESERVE AT TOMBALL	
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99	0.10	RESERVE AT TOMBALL	
100	0.10	RESERVE AT TOMBALL	

**WINFREY ESTATES**  
 A SUBDIVISION OF 33.3858 ACRES OF LAND  
 LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT  
 NO. 629, HARRIS COUNTY, TEXAS, BEING A REPLAT  
 OF ALL OF RESERVES "A", RESERVE "B" AND  
 WINFREY LANE PORTION ADJACENT THERETO OF  
 PECK STATION ACCORDING TO THE MAP OR PLAT  
 THEREOF RECORDED IN FILM CODE NO. 666109 OF  
 THE HARRIS COUNTY MAP RECORDS

**REASON TO REPLAT:**  
 TO CREATE  
 4 BLOCKS 113 LOTS 8 RESERVES

**OWNER:**  
 CHTA DEVELOPMENT, INC.  
 1189 Britton Road, Houston, TX 77043

**DATE:** FEBRUARY, 2023 **SCALE:** 1"=80'

**TETRA**  
 LAND SERVICES  
 1189 Britton Road, Houston, TX 77043  
 www.tetra.com  
 Phone: 281.441.1111  
 Fax: 281.441.1112

PAGE 2 OF 2

Dear Nancy Feher,

We at Winfrey Estates have lots that measure 52 x 110 and 120 feet. Currently, the rear building setback line is 14 feet. Some homes encroach on this line, so we are requesting the City of Tomball to change it to 9 feet.

This change will provide you with an extra 5 feet for any approved structures by the HOA. However, this does not apply to homes with a 14-foot Utility Easement at the rear that isn't shared with a neighboring home.

The City of Tomball staff has requested that all homeowners, whether your home is closed or under contract, sign the amended zoning application. Please find the application attached. Sign it where indicated and return it to the person who gave you this letter and the application.

Thank you for being a part of our community and for your cooperation.

Sincerely,

The CHTA Development, Inc. and Roc Homes Team



# APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

**FEES:** Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

**DIGITAL APPLICATION SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

**Applicant**

Name: CHTA DEVELOPMENT, INC.

Title:

Mailing Address: 1169 BRITTMOORE RD City: HOUSTON State: TX

Zip: 77043 Contact: ROLAND RAMIREZ

Phone: (281) 924-5550 Email: ROLAND@ROC-HOMES.COM

1169 BRITTMOORE RD

77043

Contact:

Email:

**Owner**

Name: CHTA DEVELOPMENT, INC.

Title:

77043 Contact: ROLAND RAMIREZ

Phone: (281) 924-5550 Email:

Mailing Address: 1169 BRITTMOORE RD. City: HOUSTON State: TX

Zip:

Phone:

**Engineer/ Surveyor (if applicable)**

Name: N/A

Title:

Mailing Address:

City: State:

Zip: Contact:

Cell: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Description of Proposed Project: 55-PLUS RESIDENTIAL COMMUNITY

Physical Location of Property: 1326 HIDDEN OAKS DR.

[General Location — approximate distance to nearest existing street corner]

Legal Description of Property: A SUBDIVISION OF 91.9039 ACRES OF LAND LOCATED IN THE 10268 FRONT SURVEY, ABSTRACT NO 629 HARRIS COUNTY TEXAS, BEING A PORTION OF

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

Current Zoning District: (PD) : Planned Development District [v]

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

Revised: 08/25/2023

Current Use of Property: RESIDENTIAL (PD) : Planned Development District [v]

Proposed Zoning: PD District:

Proposed Use of Property:

HCAD Identification Number: 1328330000001 Average: 33.3858

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.

Signature of Applicant: [Signature] Date: 4/30/24
Signature of Owner: [Signature] Date: 4/30/24
FOR Eric Hymowitz

DocuSigned by: Nancy Feher 6/3/2024
Nancy Feher Date
1318 Hidden Oaks Dr., Tomball, TX

Dear Dan Schreiner,

We at Winfrey Estates have lots that measure 52 x 110 and 120 feet. Currently, the rear building setback line is 14 feet. Some homes encroach on this line, so we are requesting the City of Tomball to change it to 9 feet.

This change will provide you with an extra 5 feet for any approved structures by the HOA. However, this does not apply to homes with a 14-foot Utility Easement at the rear that isn't shared with a neighboring home.

The City of Tomball staff has requested that all homeowners, whether your home is closed or under contract, sign the amended zoning application. Please find the application attached. Sign it where indicated and return it to the person who gave you this letter and the application.

Thank you for being a part of our community and for your cooperation.

Sincerely,

The CHTA Development, Inc. and Roc Homes Team



# APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

**FEEs:** Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

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PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: [ci-tomball-tx.smartgovcommunity.com](http://ci-tomball-tx.smartgovcommunity.com)

**Applicant**

Name: CHTA DEVELOPMENT, INC.

Title: \_\_\_\_\_

Mailing Address: 1169 BRITTMOORE RD

City: HOUSTON

State: TX

Zip: \_\_\_\_\_

ROLAND RAMIREZ

Phone: (281) 924-5550

Email: ROLAND@ROC-HOMES.COM

1169 BRITTMOORE RD

77043

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

**Owner**

Name: CHTA DEVELOPMENT, INC.

Title: \_\_\_\_\_

77043

Contact: ROLAND RAMIREZ

Phone: (281) 924-5550

Email: \_\_\_\_\_

Mailing Address: 1169 BRITTMOORE RD.

City: HOUSTON

State: TX

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**Engineer/ Surveyor (if applicable)**

Name: N/A

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Cell: ( ) Fax: ( ) Email:

Description of Proposed Project: 55-PLUS RESIDENTIAL COMMUNITY

Physical Location of Property: 1326 HIDDEN OAKS DR.

[General Location -- approximate distance to nearest existing street corner]

Legal Description of Property: A SUBDIVISION OF 31.8888 ACRES OF LAND LOCATED IN THE HESSE PLATT SURVEY ABSTRACT NO. 428 HARRIS COUNTY TEXAS, BEING A REPLAT OF

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

Current Zoning District: (PD) : Planned Development District

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

Revised: 08/25/2023

Current Use of Property: RESIDENTIAL (PD) : Planned Development District

Proposed Zoning: PD District:

Proposed Use of Property:

HCAD Identification Number: 1328330000001 Average: 33.3858

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.

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Signature of Applicant: [Signature] 4/30/24 Date
Signature of Owner: [Signature] 4/30/24 Date For Eric Hymowitz

DocuSigned by: Dan Schreiner 6/3/2024 Date
23639 Golden Birch Bend, Tomball, Tx

Dear Maureen Baker,

We at Winfrey Estates have lots that measure 52 x 110 and 120 feet. Currently, the rear building setback line is 14 feet. Some homes encroach on this line, so we are requesting the City of Tomball to change it to 9 feet.

This change will provide you with an extra 5 feet for any approved structures by the HOA. However, this does not apply to homes with a 14-foot Utility Easement at the rear that isn't shared with a neighboring home.

The City of Tomball staff has requested that all homeowners, whether your home is closed or under contract, sign the amended zoning application. Please find the application attached. Sign it where indicated and return it to the person who gave you this letter and the application.

Thank you for being a part of our community and for your cooperation.

Sincerely,

The CHTA Development, Inc. and Roc Homes Team



# APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

**FEEs:** Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

**DIGITAL APPLICATION SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: [ci-tomball-tx.smartgovcommunity.com](http://ci-tomball-tx.smartgovcommunity.com)

**Applicant**

Name: CHTA DEVELOPMENT, INC.

Title:

Mailing Address: 1169 BRITTMOORE RD

City: HOUSTON

State: TX

Zip:

ROLAND RAMIREZ

Phone: (281) 924-5550

Email: ROLAND@ROC-HOMES.COM

1169 BRITTMOORE RD

77043

Contact:

Email:

**Owner**

Name: CHTA DEVELOPMENT, INC.

Title:

77043

Contact: ROLAND RAMIREZ

Phone: (281) 924-5550

Email:

Mailing Address: 1169 BRITTMOORE RD.

City: HOUSTON

State: TX

Zip:

Phone:

**Engineer/ Surveyor (if applicable)**

Name: N/A

Title:

Mailing Address:

City:

State:

Zip:

Contact:

Phone: \_\_\_\_\_  
Cell: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Description of Proposed Project: 55-PLUS RESIDENTIAL COMMUNITY

Physical Location of Property: 1326 HIDDEN OAKS DR.

[General Location — approximate distance to nearest existing street corner]

Legal Description of Property: A DIVISION OF 30 PARCELS OF LAND LOCATED WITHIN THE 115TH TRACT SURVEY ABSTRACT TO 429 BARRIO COVETS, TOWN AND A DIVISION OF

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

Current Zoning District: (PD) : Planned Development District

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 [www.tomballtx.gov](http://www.tomballtx.gov)

Revised: 08/25/2023

Current Use of Property: RESIDENTIAL  
t: (PD) : Planned Development District

Proposed Zoning: PD District:

Proposed Use of Property:

HCAD Identification Number: 1328330000001 Acreage: 33.3858

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.

[Signature] 4/30/24  
Signature of Applicant Date

[Signature] 4/30/24  
Signature of Owner Date  
FOR Eric Hymowitz

DocuSigned by:  
Maureen Baker 6/3/2024  
Maureen Baker Date  
1235 Hidden Oaks Dr, Tomball, TX

Dear Sparks Adventure, LLC,

We at Winfrey Estates have lots that measure 52 x 110 and 120 feet. Currently, the rear building setback line is 14 feet. Some homes encroach on this line, so we are requesting the City of Tomball to change it to 9 feet.

This change will provide you with an extra 5 feet for any approved structures by the HOA. However, this does not apply to homes with a 14-foot Utility Easement at the rear that isn't shared with a neighboring home.

The City of Tomball staff has requested that all homeowners, whether your home is closed or under contract, sign the amended zoning application. Please find the application attached. Sign it where indicated and return it to the person who gave you this letter and the application.

Thank you for being a part of our community and for your cooperation.

Sincerely,

The CHTA Development, Inc. and Roc Homes Team



# APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

**FEES:** Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: [ci-tomball-tx.smartgovcommunity.com](http://ci-tomball-tx.smartgovcommunity.com)

**Applicant**

Name: CHTA DEVELOPMENT, INC.

Title:

Mailing Address: 1169 BRITTMOORE RD

City: HOUSTON

State: TX

Zip:

ROLAND RAMIREZ

Phone: (281) 924-5550

Email: ROLAND@ROC-HOMES.COM

1169 BRITTMOORE RD

77043

Contact:

Email:

**Owner**

Name: CHTA DEVELOPMENT, INC.

Title:

77043

Contact: ROLAND RAMIREZ

Phone: (281) 924-5550

Email:

Mailing Address: 1169 BRITTMOORE RD.

City: HOUSTON

State: TX

Zip:

Phone:

**Engineer/ Surveyor (if applicable)**

Name: N/A

Title:

Mailing Address:

City:

State:

Zip:

Contact:

Phone: \_\_\_\_\_  
Cell: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Description of Proposed Project: 55-PLUS RESIDENTIAL COMMUNITY

Physical Location of Property: 1326 HIDDEN OAKS DR.

[General Location -- approximate distance to nearest existing street corner]

Legal Description of Property: A SUBDIVISION OF AN INTEREST IN LAND LOCATED IN THE 2022 FIRST DUNBAR ABSTRACT IN HARRIS COUNTY TEXAS. SEE ALSO A REPLY TO:

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

Current Zoning District: (PD) : Planned Development District

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

Revised: 08/25/2023

Current Use of Property: RESIDENTIAL  
District: (PD) : Planned Development District

Proposed Zoning: PD  
District: \_\_\_\_\_

Proposed Use of Property: \_\_\_\_\_

HCAD Identification Number: 132833000001 Average: 33.3858

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.

[Signature] 4/30/24  
Signature of Applicant Date

[Signature] 4/30/24  
Signature of Owner Date  
FOR Eric Hymowitz

DocuSigned by:  
Melanie McGinley Sparks  
Sparks Adventure

DocuSigned by:  
Robert Sparks 6/3/2024  
Sparks Adventure Date

1210 Hidden Oaks Dr., Tomball, Tx.

# City Council Agenda Item Data Sheet

Meeting Date: June 17, 2024

**Topic:**

Conduct a public hearing and consideration to approve **Zoning Case Z24-09**: Request by Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from the Agricultural (AG) District to General Retail (GR) District. The property is generally located within the 1300 block (north side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-16, an Ordinance of the City of Tomball, Texas, amending Chapter 50 – Article III (*District Regulations*) by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from the Agricultural (AG) District to General Retail (GR) District. The property is generally located within the 1300 block (north side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; 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:**

**Origination:** Tomball Hospital Authority D/B/A Tomball Regional Health Foundation

**Recommendation:**

Approval

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

**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. 2024-16**

**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 5.552 ACRES OF LAND LEGALLY DESCRIBED AS TRACTS 12B & 12C OF THE WILLIAM HURD SURVEY, ABSTRACT 378 FROM THE AGRICULTURAL (AG) DISTRICT TO GENERAL RETAIL (GR) DISTRICT. THE PROPERTY IS LOCATED WITHIN THE 1300 BLOCK (NORTH SIDE) OF MEDICAL COMPLEX DRIVE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; 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**, Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described as tracts 12B & 12C of the William Hurd Survey, Abstract 378, within the City of Tomball, Harris County, Texas (the “Property”), from the Agricultural District to General Retail 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 and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three 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 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 rezoning classification of the Property is hereby changed and is 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 hereby stated, 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 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN GARCIA \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN COVINGTON \_\_\_\_\_  
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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN GARCIA \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN COVINGTON \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

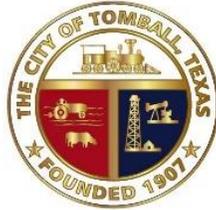
\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

Exhibit "A"

**Location:** Within the 1300 block (north side) of Medical Complex Drive, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
JUNE 10, 2024  
&  
CITY COUNCIL  
JUNE 17, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 10, 2024 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 17, 2024 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:

**Ordinance Amendment OAM24-01:** Request by the City of Tomball to amend Chapter 50 – Article III (*District Regulations*) adding Section 50-70.1 – Single-Family Residential District (SF-7.5) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off street parking and loading requirements*) adding parking regulations within the Single-Family Residential – 7.5 District.

**Ordinance Amendment OAM24-02:** Request by the City of Tomball to amend Section(s) 50-2 (*Definitions*) and Section 50-82 (*Use regulations (charts)*) of the Tomball Code of Ordinances by adding standards pertaining to “Boarding Home Facility”.

**Zoning Case Z24-08:** Request by CHTA Development, Inc. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by amending Planned Development District – 15 which governs 33.386 acres of land legally described as being Winfrey Estates to reduce the required building setback in the rear yard from 14-feet to 9-feet. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

**Zoning Case Z24-09:** Request by Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR). The property is generally located within the 1300 block (north side) of Medical Complex Drive, 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 Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

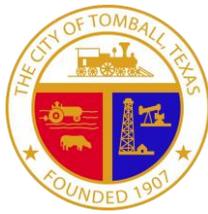
## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7<sup>th</sup> day of June 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Benjamin Lashley*

Benjamin Lashley  
Assistant 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](http://www.tomballtx.gov).



**City of Tomball**  
**Community Development Department**

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z24-09**

**05/16/2024**

The Planning & Zoning Commission will hold a public hearing on **June 10, 2024 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Tomball Hospital Authority D/B/A Tomball Regional Health Foundation, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.552 acres of land legally described Tracts 12B & 12C of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR). The property is generally located within the 1300 block (north side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **June 17, 2024 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Benjamin Lashley, Assistant City Planner at telephone 281-290-1477 or by email address [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z24-09**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department  
501 James St., Tomball TX 77375

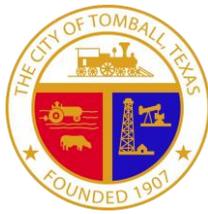
Name:  
Parcel I.D.:  
Address:

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor   
Additional Comments:

I am opposed

Signature: \_\_\_\_\_

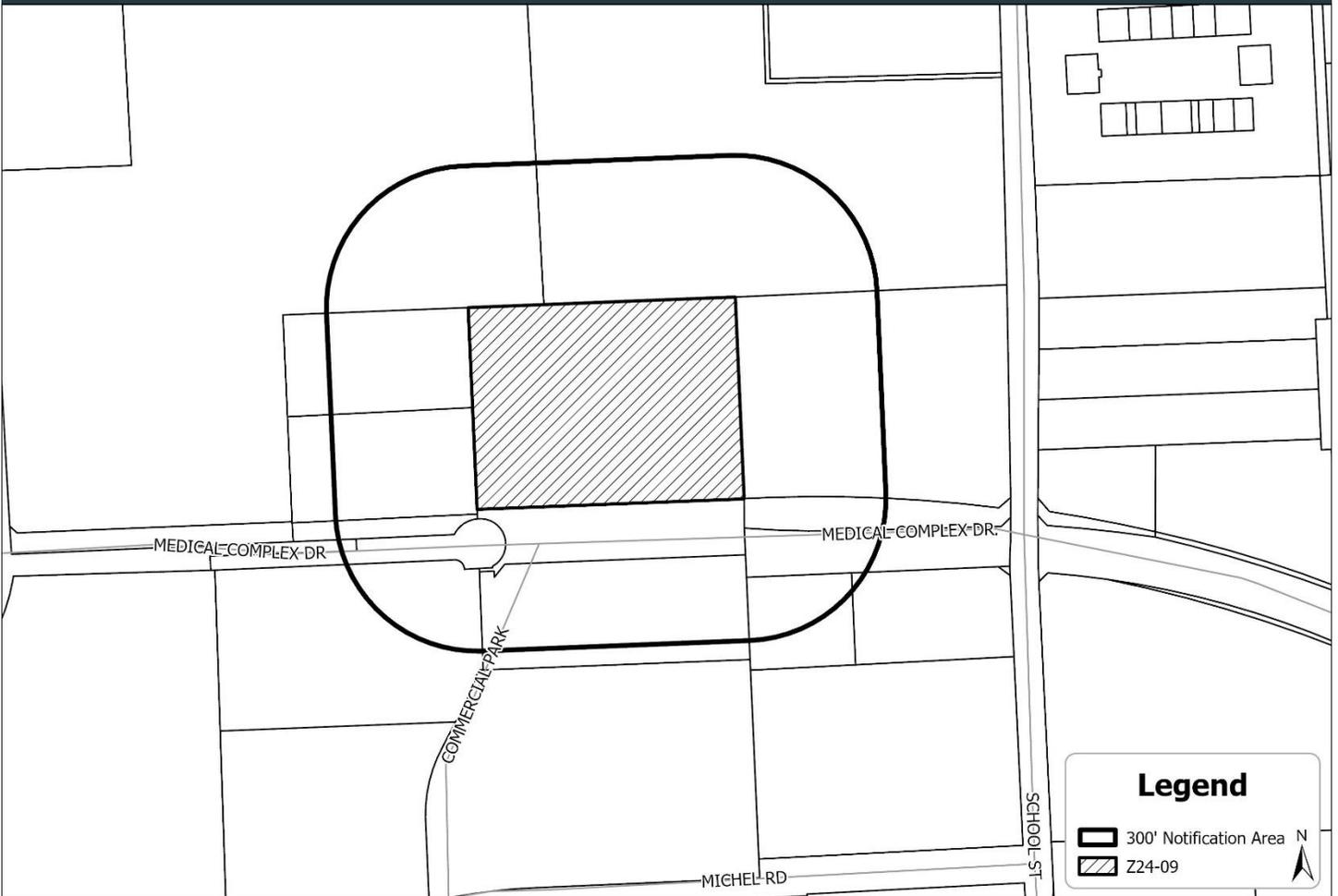


*City of Tomball*  
*Community Development Department*

**Z24-09**



# Notification Area



For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z24-09**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: TEXAS PROFESSIONAL BLDG LP  
Parcel I.D.: 1268010010001  
Address: 13406 MEDICAL COMPLEX DR

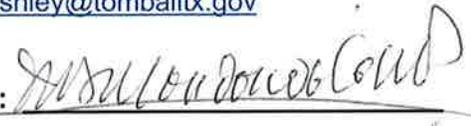
Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor

I am opposed

Additional Comments:

Signature: 

---

501 James Street • TOMBALL, TEXAS 77375



**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 10, 2024  
City Council Public Hearing Date: June 17, 2024

**Rezoning Case:** Z24-09  
**Property Owner:** Tomball Hospital Authority D/B/A Tomball Regional Health Foundation  
**Applicant:** Conley Land Services, LLC  
**Legal Description:** Tracts 12B & 12C of the William Hurd Survey, Abstract 378  
**Location:** 1300 block (north side) of Medical Complex Drive (Exhibit “A”)  
**Area:** 5.552 acres  
**Comp Plan Designation:** Medical District (Exhibit “B”)  
**Present Zoning:** Agricultural (AG) District (Exhibit “C”)  
**Request:** Rezone from the Agricultural (AG) to the General Retail (GR) District

**Adjacent Zoning & Land Uses:**

**North:** General Retail (GR) / Hospital, parking lot, undeveloped land

**South:** Office (O) / Undeveloped land

**East:** Agricultural (AG) / Undeveloped land

**West:** General Retail (GR) / Medical and professional offices

**BACKGROUND**

The subject property has been within the Agricultural (AG) zoning district since the City of Tomball adopted zoning in 2008. This property is currently undeveloped. The applicants are requesting the rezoning of the subject property to General Retail (GR) to allow for the development of an approximately 9,400 square foot building what will serve as the headquarters of the Tomball Regional Health Foundation. The development is planned to have amenities including a walking path, fitness station, sensory garden, and pavilion.

**ANALYSIS**

The property is designated as “Medical District” by the Comprehensive Plan’s Future Land Use Map. The Medical District category is intended to further capitalize on a unique, regionally serving area of Tomball that emphasizes healthcare and supporting services.

According to the Comprehensive Plan, land uses should consist of hospitals, clinics, offices, lodging, long-term care, retail, and restaurants. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Medical District category: Planned Development (PD), General Retail (GR), Office (O), and Mixed Use (MU).

The request to rezone the subject property to General Retail (GR) is in conformance with the Future Land Use Plan's goals and objectives of expanding medical facilities in Tomball. The approval of the requested zoning will promote a new development that is consistent with the types of development endorsed by the Comprehensive Plan for this area.

### **PUBLIC COMMENT**

A Notice of Public Hearing was published in the Potpourri and property owners within 300 feet of the property were mailed notification of this proposal on May 16, 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, City staff recommends approval of Zoning Case Z24-09.

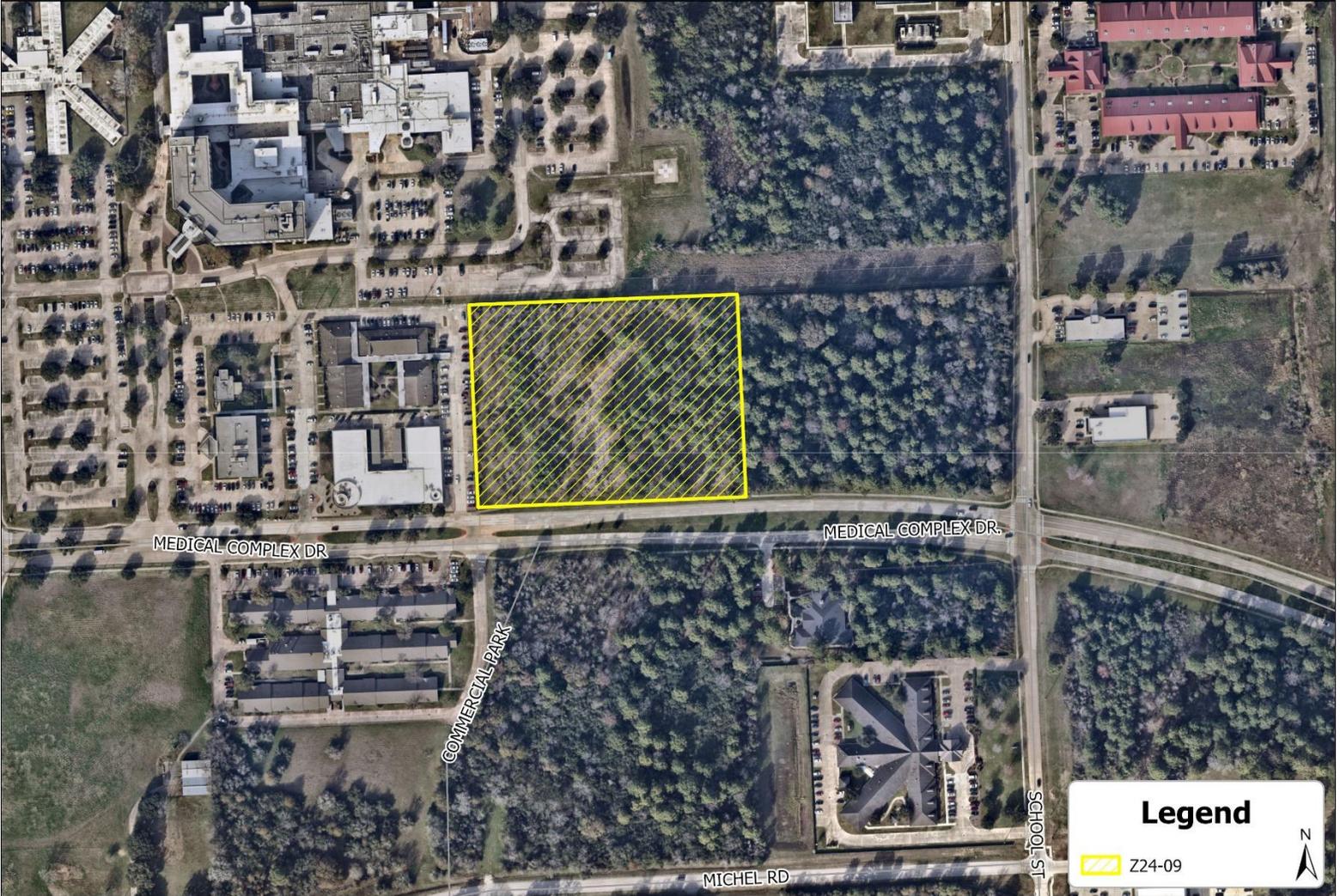
### **EXHIBITS**

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

Exhibit "A"  
Aerial Location Map



# Location



**Legend**

 Z24-09



Exhibit "B"  
Future Land Use Plan



# Future Land Use

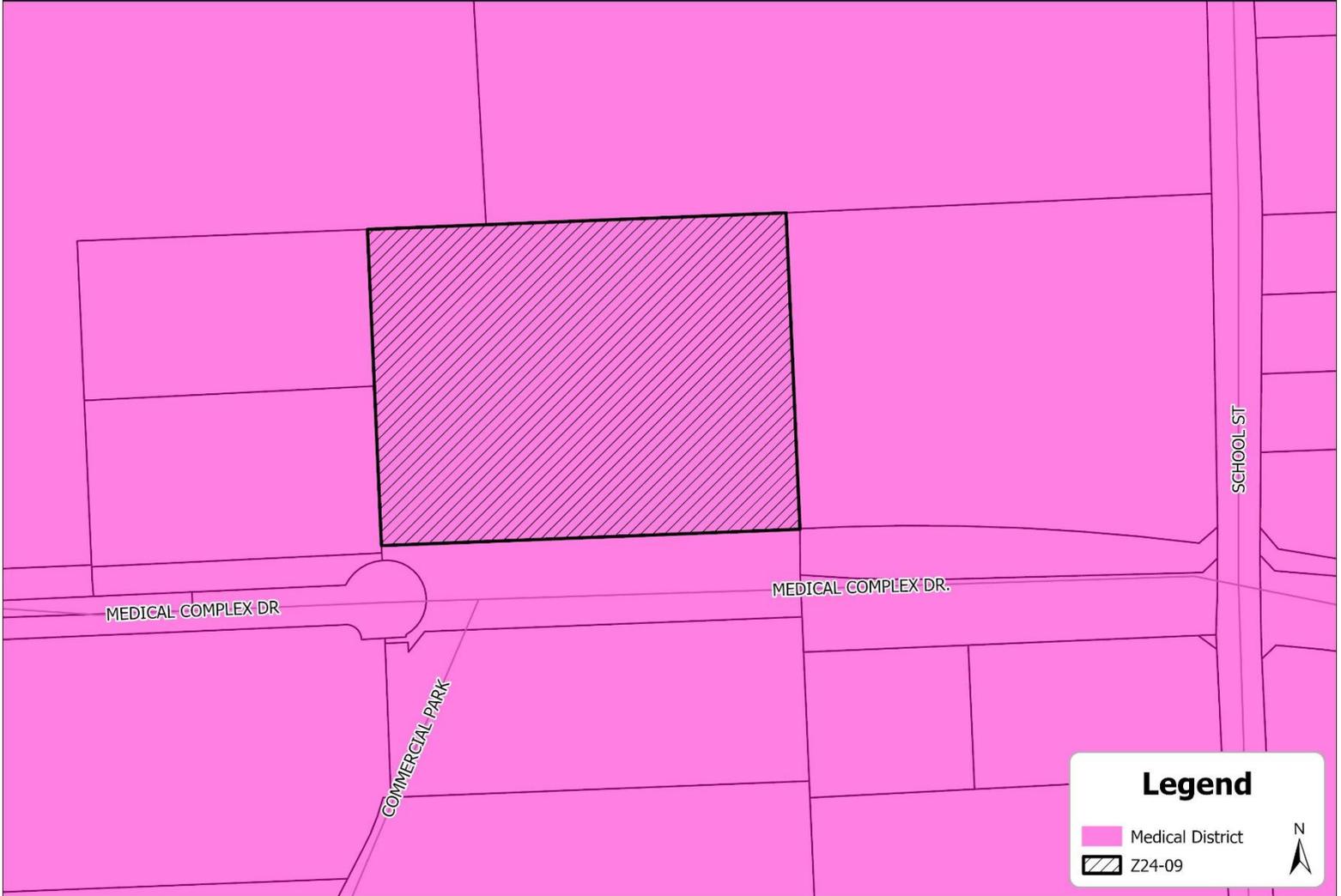
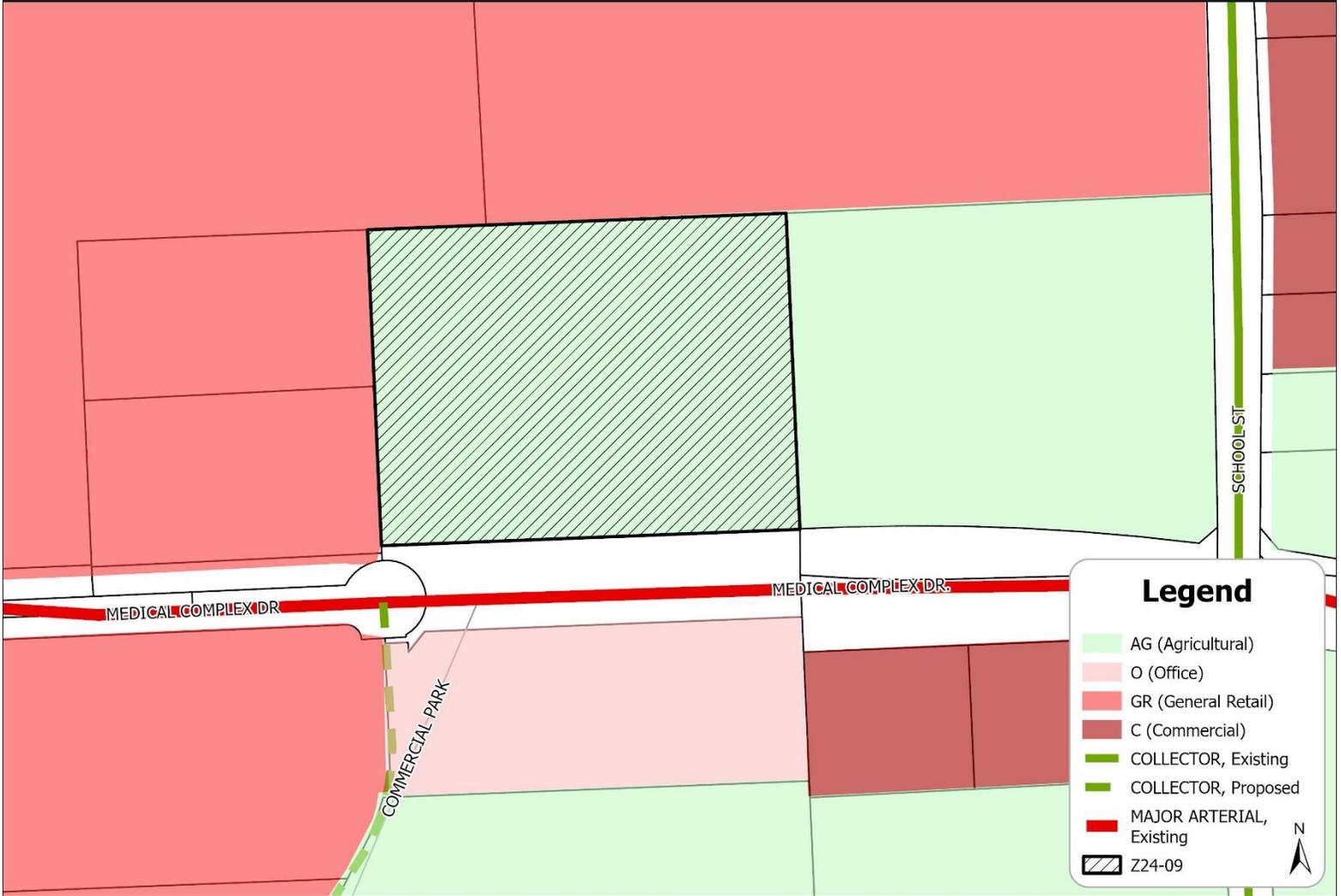


Exhibit "C"  
Zoning Map



# Zoning



**Exhibit "D"**  
**Site Photos**

**Subject Site**



**Neighbor (North)**



## Neighbor (East)



## Neighbor (South)

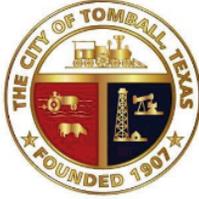


# Neighbor (West)



**Exhibit "E"**  
**Rezoning Application**

Revised: 10/1/2022



**APPLICATION FOR RE-ZONING**

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

**DIGITAL PLAN SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

**WEBSITE:** [tomballtx.gov/secure/send](http://tomballtx.gov/secure/send)  
**USERNAME:** [tombalcedd](#)  
**PASSWORD:** [Tomball1](#)

**Applicant**

Name: Conley Land Services, LLC Title: RPLS  
Mailing Address: 11003 Buttonwood Creek Trail City: Tomball State: TX  
Zip: 77375 Contact: Sean Conley  
Phone: (832) 729-4997 Email: sean@conleyland.com

**Owner** Tomball Hospital Authority D/B/A  
Name: Tomball Regional Health Foundation Title: \_\_\_\_\_  
Mailing Address: 29201 Quinn Road, Ste. A City: Tomball State: TX  
Zip: 77375 Contact: Jeffrey Klein  
Phone: (832) 559-5511 Email: \_\_\_\_\_

**Engineer/Surveyor (if applicable)**

Name: same as applicant Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Description of Proposed Project:** Headquarters for Tomball Regional Health Foundation

Physical Location of Property: 560 feet west of intersection of Medical Complex Dr. and School St.  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS 12B & 12C of William Hurd Survey, A-378  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Medical District

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 [www.tomballtx.gov](http://www.tomballtx.gov)

Current Use of Property: vacant, not in use

Proposed Zoning District: GR

Proposed Use of Property: Headquarters for Tomball Regional Health Foundation

HCAD Identification Number: 043044000058 Acreage: 5.552

**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  4/30/2024  
Signature of Applicant Date

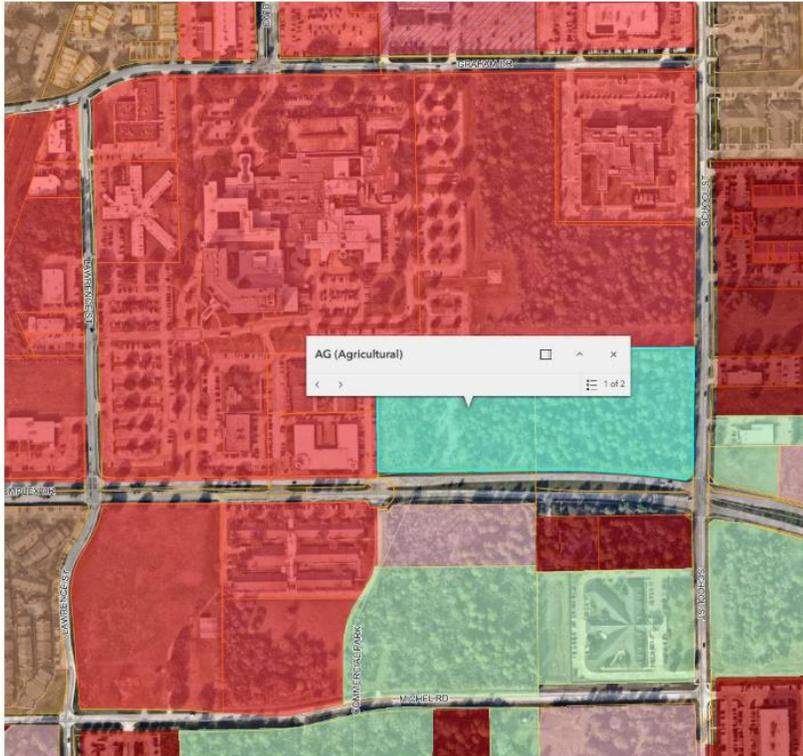
X  \_\_\_\_\_  
Signature of Owner Date

Community Development Department  
201 James St.  
Tomball, TX 77375

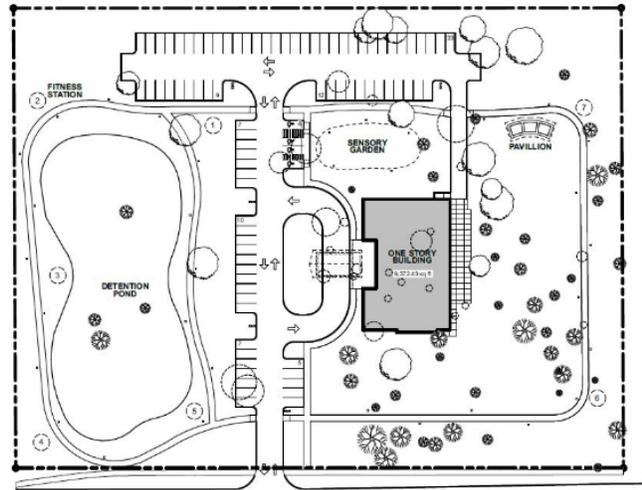
Dear Jared Smith,

We would like to formally request a zoning change for the property located at 0 Medical Complex Drive, Tomball, TX 77375, also identified as TRS 12B & 12C ABST 378 W HURD, HCAD Parcel ID 0430440000058. The parcel is comprised of 5.552 acres of land and is currently zoned as Agriculture. We propose the property to be rezoned as General Retail.

As shown in the existing zoning map below, the site is bounded to the west and north by general retail zoned properties. Said properties contain buildings offering health and wellness services. The current state of the property is undeveloped, covered in grass and trees (mostly pine smaller than 12-inch diameter).



The conceptual plan for the site is to create a one-story building to be utilized as the headquarters for the Tomball Regional Health Foundation (TRHF). Other site features include a detention pond with walking path, fitness station, sensory garden, and pavilion. The development of this site will allow the TRHF to grow and continue its mission "to promote wellness and improve health status for all residents in our communities through programs that enhance access to health care, preventative care and health education." Additionally, the plan for this site will enhance the aesthetic appeal of the surrounding area and community.



<b>SYNOPSIS</b>	
BUILDING	9,372.43 SF
<b>PARKING</b>	
FULL SIZE	83 SPACES
ACCESSIBLE	4 SPACES
TOTAL	87 SPACES

Please contact Sean Conley at 832-729-4997 or [sean@conleyland.com](mailto:sean@conleyland.com) for any further information. We appreciate your consideration in reviewing this rezoning request and look forward to working with you in our aligned goal of making a positive impact on *our* Tomball Community.

Respectfully,

Sean Conley  
 Conley Land Services, LLC  
 On behalf of Tomball Region Health Foundation

**DESCRIPTION OF A 5.552 ACRE TRACT OF LAND  
SITUATED IN THE  
WILLIAM HURD SURVEY, ABSTRACT 378  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

Being a 5.552-acre (241,828 square foot) tract of land situated in the situated in the Willaim Hurd Survey, Abstract No. 378, City of Tomball, Harris County, Texas, and being all of a called 5.5516 acre tract of land described in an instrument to Tomball Hospital Authority D/B/A Tomball Regional Health Foundation recorded under Harris County Clerk's File Number RP-2021-280091, said 5.552 acre tract being more fully described by metes and bounds as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "PBS&J CONTROL" lying on the south line of Block 3 of TOMBALL REGIONAL HOSPITAL SUBDIVISION, a subdivision per plat recorded under Film Code Number (F.C. NO.) 424128 of the Harris County Map Records (H.C.M.R.), being the northeast corner of TOMBALL DOCTORS PLAZA SECTION ONE, a subdivision per plat recorded under Volume 306, Page 62 of the H.C.M.R., same being the northwest corner of said 5.5516 acre tract and the herein described tract of land;

**THENCE**, N 87°43'39" E, with the south line of said Block 3, at a distance of 160.34 feet passing the southwest corner of REPLAT OF FINAL PLAT OF TOMBALL REGIONAL HOSPITAL, a subdivision per plat recorded under F. C. No. 571106 of the H.C.M.R., continuing with the south line of said REPLAT OF FINAL PLAT OF TOMBALL REGIONAL HOSPITAL for a total distance of 565.64 feet to a 5/8-inch iron rod found for the northwest corner of a called 7.799 acre tract of land described in an instrument to North Houston – TRMC, LLC recorded under H.C.C.F. No. RP-2017-295676, same being the northeast corner of said 5.5516 acre tract and the herein described tract of land;

**THENCE**, S 02°31'09" E, a distance of 427.72 feet with the west line of said 7.799 acre tract to a 5/8-inch iron rod found lying on the north right-of-way line of Medical Complex Drive (width varies) for the southwest corner of said 7.799 acre tract, same being the southeast corner of said 5.5516 acre tract and the herein described tract of land;

**THENCE**, S 87°45'07" W, a distance of 565.47 feet with the north right-of-way line of said Medical Complex Drive to a scribed "X" in concrete found for the southeast corner of Lot 1 of TEXAS PROFESSIONAL BUILDING SUBDIVISION, a subdivision per plat recorded under F.C. No. 582074 of the H.C.M.R., same being the southwest corner of said 5.5516 acre tract and the herein described tract;

**THENCE**, N 02°32'30" W, with the east line of said Lot 1, at a distance of 215.64 passing the northeast corner of said Lot 1, continuing with the east line of said TOMBALL DOCTORS PLAZA SECTION ONE for a total distance of 427.48 feet to the **POINT OF BEGINNING** and containing 5.552 acres or 241,828 square feet of land.



04/30/2024

Sean Conley, RPLS 6739  
Conley Land Services, LLC  
(832)729-4997  
Conleyland.com  
TBPELS Firm No. 10194732



GF#21201059858

*hml/48*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Special Warranty Deed**

Date: may 18, 2021

Grantor: Tomball 10 Joint Venture, a Texas general partnership

**Grantor's Mailing Address:**

Tomball 10 Joint Venture  
c/o Louis E. Harman, III MD  
5930 Royal Ln., Ste. E #322  
Dallas, Dallas County, TX 75230

Grantee: Tomball Hospital Authority d/b/a Tomball Regional Health Foundation

**Grantee's Mailing Address:**

Tomball Regional Health Foundation  
29201 Quinn Rd., Ste. A  
Tomball, Harris County, TX 77375

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

All that certain tract or parcel containing 5.5516 acres of land out of that certain call 9.872 acre tract of land situated in the William Hurd Survey, A-378 in Harris County, Texas, said 9.872 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. H784607, said 5.5516 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with PBS&J cap (found) in the South line of Unrestricted Reserve "A" in Block 3 of Tomball Regional Hospital Subdivision Final Plat, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 428128 of the Harris County Map Records marking the Northeast corner of the remainder of Unrestricted Reserve "A" in Block 1 of Tomball Doctor's Plaza, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record in Volume 306, Page 62 of said Harris County Map Records, the Northwest corner of said 9.872 acre tract of land and the Northwest corner of the herein described 5.5516 acre tract

**STEWART TITLE**

RP-2021-280091

RP-2021-280091

of land;

THENCE N 87°43'42" E, a distance of 565.64 feet, (call S 89°52'02" E, 565.61 feet), along the common line of said Unrestricted Reserve "A" in Block 3 and said 9.872 acre tract of land to a 5/8" iron rod (found) marking the Northwest corner of the remainder of that certain call 7.799 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. V540401, the Northeast corner of said 9.872 acre tract of land and the Northeast corner of the herein described 5.5516 acre tract of land;

THENCE S 02°31'06" E, (call S 00°08'26" E), a distance of 427.72 feet along the common line of said 7.799 acre and said 9.872 acre tracts of land to a 5/8" iron rod (found) in the North right-of-way line of Medical Complex Drive, (variable width), marking the Southwest corner of the remainder of said 7.799 acre tract of land, the Northeast corner of that certain 1.4454 acre tract of land known as Parcel 2 to the City of Tomball as described in a deed filed for record under Harris County Clerk's File No. 20120351956 and the Southeast corner of the herein described 5.5516 acre tract of land;

THENCE S 87°45'10" W, a distance of 565.47 feet along the North right-of-way line of said Medical Complex Drive, the North line of said Parcel 2 and the South line of said 5.5516 acre tract of land to an "x" in concrete (found) in the East line of Lot 1 in Block 1 of Texas Professional Building Subdivision Final, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 582074 of said Harris County Map Records and the West line of said 9.872 acre tract of land marking the Northwest corner of said Parcel 2 and the Southwest corner of the herein described 5.5516 acre tract of land, from this point an "x" in concrete (found) bears N 76°05'03" E, 0.37 feet;

THENCE N 02°32'27" W, (call N 00°08'26" W), along the common line of said 9.872 acre tract of land and said Lot 1 in Block 1, passing at call 215.64 feet the Northeast corner of said Lot 1 in Block 1 and the Southeast corner of the remainder of said Unrestricted Reserve "A" in Block 1, a total distance of 427.48 feet to the POINT OF BEGINNING and containing 5.5516 acres of land, more or less.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to the restrictions, encumbrances, easements and conditions listed in Exhibit "A" attached to this deed and incorporated herein by reference, to the extent, but only to the extent, that such title exceptions are presently valid and existing and affect the hereinabove described property. Taxes for 2021 have been prorated as of the date hereof; payment of 2021 taxes, if any, attributable to the period January 1 through the date hereof shall be payable by Grantee.

Grantor, for the Consideration and subject to the Reservations from Conveyance

and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS and CONVEYS** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

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

**SELLER:**

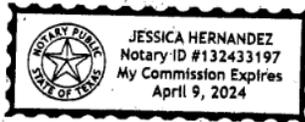
**TOMBALL 10 JOINT VENTURE**

By: *Louis E. Harman, III*  
Louis E. Harman, III, M.D., Managing Partner

STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ Dallas §

This instrument was acknowledged before me on May 18, 2021, by Louis E. Harman, III, M.D., as Managing Partner of Tomball 10 Joint Venture, a Texas general partnership, on behalf said joint venture.



*Jessica Hernandez*  
NOTARY PUBLIC, STATE OF TEXAS

RP-2021-280091

PREPARED IN THE OFFICE OF:

Anthony T. Sortino, Attorney  
500 W. Main Street

# City Council Meeting Agenda Item Data Sheet

Meeting Date: June 17, 2024

**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.

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

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

David Esquivel, City Manager