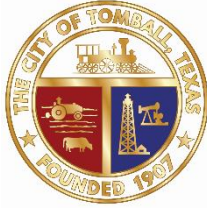


**NOTICE OF REGULAR COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, November 15, 2021
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, November 15, 2021 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR NOVEMBER 15, 2021, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375 AND WILL PROVIDE VIDEO ACCESS VIA ZOOM.COM. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 845 4993 2068, Passcode: 025394. 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 from Declaration Church, Spring, Texas
- 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. Bruce Hillegeist, on behalf of ***Resale With A Purpose***, presenting a \$10,000.00 donation to the Tomball Police Department Explorer Post #5451 and a \$10,000.00 donation to the Tomball Fire Department for ***Holiday With a Hero***, to be held on December 4, 2021.

F. Reports and Announcements

1. Announcements

- I. December 4, 2021 – ***Deck the Depot*** – Depot Plaza
 - II. December 10-12, 2021 – ***German Christmas Market*** – Depot Plaza and Market Street
 - III. November 20, 2021 – ***56th Annual Holiday Parade*** – Downtown – Greater Tomball Area Chamber of Commerce – 10:00 a.m. to 12:30 p.m.
 - IV. November 19, 2021 – ***Light it Up! Tree Lighting*** – 6:30 p.m. – 8:30 p.m. at the Depot
 - V. November 29, 2021 – Public Hearing to Consider Supporting the Creation of a Tax Increment Reinvestment Zone (TIRZ) to Facilitate the Development of Lovett Industrial, Located within the Corporate Limits of the City of Tomball, Texas (Special Council Meeting)
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- I. Mike Baxter – Report on Success of ***“Depot Day”***

G. Approval of Minutes

1. Approve the Minutes of the November 1, 2021 Regular Tomball City Council Meeting

H. Old Business

1. Adopt, on Second Reading, Ordinance No. 2021-36R, 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 1.9 acres of and legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the Office District, said property being generally

located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for the Amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

I. New Business

1. Conduct Public Hearing for the Purpose of Considering the Following Annexation: *(Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075 Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas)* [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004]
2. Adopt, on First Reading, Ordinance No. 2021-37, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *(Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075-Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas)* [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004]
3. Consideration to Approve **Zoning Case P21-425**: Request by Lovett Industrial, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances to zone approximately 231. 6 acres as Light Industrial and 8.4 acres as General Retail contained within approximately 240 acres of land legally described tract 1E, situated in the Auguste Senerchal Survey, Abstract 722.

 - Conduct Public Hearing on **Zoning Case P21-425**
 - Adopt, on First Reading, Ordinance No. 2021-38, 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 240 acres of land legally described as Tract 1E, situated in

the Auguste Senerchal Survey, Abstract 722, from Undeveloped Land within the ETJ to 231.6 Acres of Land to the Light Industrial District and 8.4 Acres of Land to the General Retail District, said property being generally located at the southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Consideration to approve **Zoning Case P21-352**: Request by Creek Road and CTC Residential to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District. The property is generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.
 - Conduct Public Hearing on **Zoning Case P21-352**
 - Adopt, on First Reading, Ordinance No. 2021-35, an ordinance of the City of Tomball, Texas, requesting to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances Official Zoning Map for property that is approximately 18 acres of land, legally described as Tracts 1B & 2C, Abstract 311 C Goodrich within the City of Tomball, Harris County, Texas; from Commercial District to the Planned Development District (PD-18); being generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
5. Approve Donation of the City of Tomball Emergency Warning Siren to the Spring Creek County Historical Association and In-Kind Services for the Removal and Transportation of the Siren at the Tomball Museum Center, 510 N. Pine Street
6. Approve Tomball Sister City Organization request for the Amount of \$160,000 for the Tomball German Christmas Market on December 10-12, 2021 and the Tomball German Heritage Festival on March 25-26, 2022
7. Approve Resolution No. 2021-40 – a Resolution of the City Council of the City of Tomball, Texas, Casting Its Ballot for the Election of a Person to the Board of Directors of the Harris County Appraisal District

8. Approve purchase of a natural gas generator to replace the current generator at the Police Station, from Evolve Power Generation through the State of Texas DIR Contract, contract number DIR-TSO-4072, in the Amount of \$53,073.71
9. 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 – Finance Director
10. Confirm the Appointment of Finance Director by City Manager

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 11th day of November 2021 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

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

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

Bruce Hillegeist, on behalf of ***Resale With A Purpose***, presenting a \$10,000.00 donation to the Tomball Police Department Explorer Post #5451 and a \$10,000.00 donation to the Tomball Fire Department for ***Holiday With a Hero***, to be held on December 4, 2021.

Background:

Origination: Bruce Hillegeist

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, Asst 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	Tracylynn Garcia	Approved by	
	Staff Member		City Manager
	Date		Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

December 4, 2021 – *Deck the Depot* – Depot Plaza

Background:

Origination:

Recommendation:

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

Doris Speer, City Secretary

Signed Doris Speer 10-18-2021
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

December 10-12, 2021 – *German Christmas Market* – Depot Plaza and Market Street

Background:

Origination:

Recommendation:

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

Doris Speer, City Secretary

Signed Doris Speer 10-18-2021
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 15, 2021

Topic:

November 20, 2021 – *56th Annual Holiday Parade* – Downtown – Greater Tomball Area Chamber of Commerce – 10:00 a.m. to 12:30 p.m.

Background:

Origination:

Recommendation:

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

Signed	<u>Doris Speer</u>	<u>9-8-2021</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

November 19, 2021 – *Light it Up! Tree Lighting* – 6:30 p.m. – 8:30 p.m. at the Depot

Background:

Origination:

Recommendation:

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

Signed	<u>Doris Speer</u>	<u>9-8-2021</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

November 29, 2021 – Public Hearing to Consider Supporting the Creation of a Tax Increment Reinvestment Zone (TIRZ) to Facilitate the Development of Lovett Industrial, Located within the Corporate Limits of the City of Tomball, Texas (Special Council Meeting)

Background:

Origination: City Manager

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

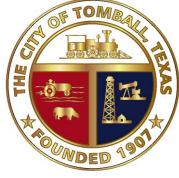
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	<u>Doris Speer</u>	<u>11-10-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**



**MONDAY, NOVEMBER 29, 2021
6:00 P.M.**

Notice is hereby given that a **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a **SPECIAL Council Meeting on Monday, November 29, 2021 at 6:00 p.m., City Hall, 401 Market Street, Tomball, Texas 77375, to Consider Supporting the Creation of a Tax Increment Reinvestment Zone (TIRZ) to Facilitate the Development of Lovett Industrial, Located within the Corporate Limits of the City of Tomball, Texas.**

In accordance with Chapter 311, Local Government Code, the City of Tomball will consider the designation of **Tax Increment Reinvestment Zone Number Three (COT TIRZ 3)** for approximately 240.075 acres of land generally located along Boudreaux Road, within the City of Tomball, in Harris County, Texas. A detailed description and map of the property to be included in the proposed zone are available to the public in the Office of the City Secretary. A Public Hearing on the advisability of the Tax Increment Reinvestment Zone will be held by the City Council as follows:

TIME: Monday, November 29, 2021 at 6:00 p.m.

PLACE: City Council Chambers, 401 Market Street, Tomball, Texas 77375

Persons interested in the above Creation of a Tax Increment Reinvestment Zone (TIRZ) will be given an opportunity to speak and present evidence for or against the designation of the Tax Increment Reinvestment Zone Number 3, and its boundaries, or the concept of tax increment financing. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

If you wish for your opinion to be part of the record, but are unable to attend, you may send a written reply prior to the date of the public hearing to Tomball City Secretary at Tomball City Hall, 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 10th day of November 2021 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer

City Secretary, TRMC, MMC

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

Mike Baxter – Report on Success of “*Depot Day*”

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	11-8-2021	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

Approve the Minutes of the November 1, 2021 Regular Tomball City Council Meeting

Background:

Origination: City Secretary

Recommendation:

Approve

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

FUNDING (IF APPLICABLE)

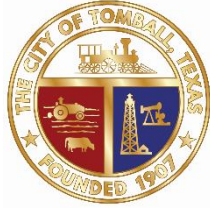
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	<u>Doris Speer</u>	<u>11-10-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

MINUTES OF REGULAR COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, November 1, 2021
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for November 1, 2021, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

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

PRESENT:

Mayor Gretchen Fagan
Council 1 John Ford
Council 2 Mark Stoll
Council 3 Chad Degges
Council 4 Derek Townsend, Sr.
Council 5 Lori Klein Quinn

OTHERS PRESENT:

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Police Chief – Jeff Bert
Director of Public Works – Beth Jones
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Community Development – Nathan Dietrich
Assistant City Secretary – Tracylynn Garcia
Police Lieutenant-Support Services – Brandon Patin
Community Center Manager – Rosalie Dillon
Marketing and Communications Specialist – Gargi Bhowal
Senior Admin. Asst.-PD – Angela Fagg

- B. Invocation - Led by Pastor Greg Jenkins – Tomball Assembly of God
- C. Pledges to U.S. and Texas Flags – Led by James Jones, Tomball Fire Captain
- D. No public comments were received.

E. Presentations

1. Al Gerhardt, Tomball Lions Club, presented a \$1,000.00 donation each to Fire and Police Departments for annual Christmas Programs

F. Reports and Announcements

1. Announcements

- I. November 3, 2021 – **Depot Day** – 10:00 a.m. – 4:00 p.m. at the Depot – Honoring *National Model Railroad Month*
- II. November 19, 2021 – **Light it Up! Tree Lighting** – 6:30 p.m. – 8:30 p.m. at the Depot
- III. November 20, 2021 – **56th Annual Holiday Parade** – Downtown – Greater Tomball Area Chamber of Commerce – 10:00 a.m. to 12:30 p.m.
- IV. December 4, 2021 – **Deck the Depot** – Depot Plaza
- V. December 10-12, 2021 – **German Christmas Market** – Depot Plaza and Market Street

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

- I. Glenn Windsor – Quarterly Investment Report for Period Ending September 30, 2021. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On September 30, 2021, the City had total cash and cash equivalents in the amount of \$54,468,580.

G. Approval of Minutes

Motion made by Council 2 Stoll, Seconded by Council 5 Klein Quinn to approve the Minutes of the October 18, 2021 Regular Tomball City Council Meeting

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

H. Old Business

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adopt, on Second Reading, Ordinance No. 2021-36, 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 1.9 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the General Retail District, said property being generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 2 Stoll, Council 3 Degges

Voting Nay: Council 1 Ford, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion FAILED, 2 votes Ayes, 3 votes Nay.

Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Klein Quinn, to adopt, on **FIRST** Reading, Ordinance No. 2021-36R, 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 1.9 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the **OFFICE** District, said property being generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn.

Motion to adopt on FIRST Reading, Ordinance No. 2021-36R, carried unanimously.

I. New Business

1. Motion made by Council 2 Stoll, Seconded by Council 4 Townsend, Sr., to approve Request by Houston Repertoire Ballet for \$16,500.00 for December 2021 "Nutcracker" Performance.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

2. Motion made by Council 5 Klein Quinn, Seconded by Council 2 Stoll, to appoint Ted Mielke to Position 2, to appoint Kailey Moore to Position 5, and to reappoint Raymond Francois to Position 8 of the Tourism Advisory Committee Board, with new terms expiring December 5, 2024.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

3. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the Northwest Communications, Inc Estimate #19356 for \$58,0275.00 for the purchase of 25 Portable radios with required accessories.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

4. Motion made by Council 1 Ford, Seconded by Council 5 Klein Quinn, to approve Changes to Spirit of Texas Bank Entity Signers.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

5. Motion made by Council 2 Stoll, Seconded by Council 4 Townsend, Sr., to approve the Special Event Permit and In-kind services for the Rotary event "The Big Show"

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

6. Executive Session: The City Council recessed at 7:39 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- * Sec. 551.071 – 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 – City Manager, Finance Director, Director of Public Works

Upon reconvening at 7:52 p.m., no action was taken.

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

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Meeting adjourned at 7:52 p.m.

PASSED AND APPROVED this the 15th day of November 2021.

Doris Speer
City Secretary, TRMC, MMC

Gretchen Fagan
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 15, 2021

Topic:

Adopt, on Second Reading, Ordinance No. 2021-36R, 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 1.9 acres of and legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the Office District, said property being generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for the Amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff denied approval of the rezoning to General Retail District. Planning & Zoning Commission (P & Z) amended the motion to rezone to Office District at the October 11th meeting. P & Z recommends approval of the rezoning to Office District (5-0).

City Council approved the rezoning to General Retail District (3-2) on 1st Reading at the City Council Meeting held on October 18, 2021.

City Council denied approval of the rezoning to General Retail District (2-3) on 2nd Reading at the City Council Meeting held on November 1, 2021. City Council approved amending the Motion to adopt Ordinance No. 2021-36R on 1st reading, and changing the classification of the rezoning to Office District (5-0).

Origination: Louis Smulders

Recommendation:

Approval of the rezoning to Office District.

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

Nathan Dietrich, Community
Development Director

FUNDING (IF APPLICABLE)

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

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

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

Signed Kim Chandler
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

ORDINANCE NO. 2021-36R

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 1.9 ACRES OF LAND LEGALLY DESCRIBED AS RESERVE A BLOCK 3 OF PINE MEADOWS, FROM THE SINGLE-FAMILY 6 DISTRICT TO THE OFFICE DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THEIS LANE AND SOUTH CHERRY STREET, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Louis Smulders has requested that approximately 1.9 acres of land legally described as Reserve A Block 3 Of Pine Meadows, generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF NOVEMBER 2021.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF DECEMBER 2021.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Request to Speak before Tomball Planning & Zoning Commission

Name Arlene Knobloch Phone 281-351-6021 Date 10-11-21
Home Address 12721 Pine Woods ST. City Tomball Zip 77395

Email address: arlene.knobloch13@gmail.com

I DO ☒ DO NOT want to be added to the City of Tomball email list.

- ☒ Public Hearing Agenda Item # P 21-369
☐ Other Agenda Item #

 I wish to speak IN FAVOR of this item.

 ☒ I wish to speak IN OPPOSITION to this item.

 I do not wish to speak; however, please record my
 SUPPORT OPPOSITION

- ☒ General Citizen Comments: This item is available for citizens to speak on any subject; however, no action, by law, may be taken on the topic.

Topic of Discussion:

concern what will be built - will it be compatible to homes adjacent to the lot. If convenient store security to our neighborhood. Hours of operation. If small stores like strip center affect property value of homes.

Comments during Citizens' Comments will be limited to 3 minutes.

(Please see instructions on the back of the form.)

* Open all night or
scheduled hours.

will there be a
buffer betw
gen. retail and homes?



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Kim Chandler
501 James Street
Tomball, TX 77375

Name:

BRENDA WELLS

(please print)

Address:

12710 PINE WOODS ST.

TOMBALL, TX 77375

Signature:

Brenda Wells

Date:

10-1-2021



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-369**. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-369**. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, October 11, 2021 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, October 18, 2021 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

THIS CORNER PROPERTY SHOULD HAVE BEEN
INCLUDED WITH FAMILY HOMES WHEN
PINE MEADOWS SUBDIVISION WAS ESTABLISHED

You may also comment via email to kchandler@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Kim Chandler @ 281-290-1405.

Request to Speak before Tomball Planning & Zoning Commission

Name Colleen Pye Phone 281-932-2784 Date _____
Home Address 207 Florence City Tomball Zip _____

Email address: info@colleenpye.com

I ☒ DO ☐ DO NOT want to be added to the City of Tomball email list.

- ☐ Public Hearing Agenda Item # _____
☐ Other Agenda Item # _____

☐ I wish to speak IN FAVOR of this item.

☒ I wish to speak IN OPPOSITION to this item.

☐ I do not wish to speak; however, please record my
____ SUPPORT ____ OPPOSITION

- ☐ General Citizen Comments: This item is available for citizens to speak on any subject; however, no action, by law, may be taken on the topic.

Topic of Discussion:

**Comments during Citizens' Comments will be limited to 3 minutes.
(Please see instructions on the back of the form.)**



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Kim Chandler
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

HIGHTOWER INVESTMENTS LTD - William G. HIGHTOWER

6115 THEALL Rd.

Houston TX 77066

Signature:

Date:

William G. Hightower

10/01/2021



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-369**. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-369**. (Please state reasons below)

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401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, October 18, 2021 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

WE NEED RETAIL SPACE IN THIS AREA

Will be GOOD FOR FUTURE GROWTH SURROUNDING

You may also comment via email to kchandler@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Kim Chandler @ 281-290-1405.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Kim Chandler
501 James Street
Tomball, TX 77375

Name:

Loretta Dickerson

(please print)

Address:

12714 Pine Woods St.

Signature:

Loretta Dickerson

Date:

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-369**. (Please state reasons below)

☒ I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-369**. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, October 11, 2021 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, October 18, 2021 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS: (attached)

You may also comment via email to kchandler@tomballtx.gov.

Please reference the case number in the subject line.

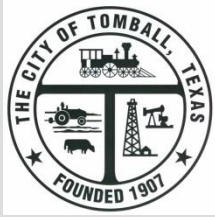
For questions regarding this request please call Kim Chandler @ 281-290-1405.

- Sharing a property line with a convenience store would decrease the property value of my home.
- Increase in traffic, noise level and lighting are negative issues
- Convenience store areas have been associated with higher crime rates. in
- I spoke with the homeowners of the property directly behind the convenience store located on the corner of Cherry St. and Medical Complex Drive.

Owner just recently installed a higher fence to separate his property from the convenience store - at his own expense. Lighting from the store can be an issue. Owner also stated that loitering in front of the store and behind the store can be an issue... people drinking on the premises.

The current owners of the Cherry Street/Heiss property have stated,

"we will be good neighbors."
Once the property is sold, how
much control will they have
over whatever business is there?



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 11, 2021

City Council Public Hearing Date: October 18, 2021

Rezoning Case: P21-369

Property Owner(s): Louis Smulders

Applicant(s): Louis Smulders

Legal Description: Reserve A Block 3 Pine Meadows

Location: Southwest corner of Theis Lane and South Cherry Street (Exhibit "A")

Area: Approximately 1.9 acres

Comp Plan Designation: Neighborhood Residential (Exhibit "B")

Present Zoning and Use: Single-Family 6 District (Exhibit "C") / Undeveloped (Exhibit "D")

Request: Rezone from the Single-Family 6 District to the General Retail District

Adjacent Zoning & Land Uses:

- North:** Commercial District / Goodson Distribution
- South:** Single-Family 6 District / Single-family residences (Pine Meadows subdivision)
- West:** Single-Family 6 District / Single-family residences (Pine Meadows subdivision)
- East:** Single-Family 20 Estate and Light Industrial Districts / Single-family residences

BACKGROUND

When Pine Meadows subdivision was platted in 2004, the subject site was designated for commercial use. The City adopted Zoning in 2008 and designated the property as Single-Family 6 District, overriding the recorded plat.

In July 2021, a rezoning request for the same parcel from Single-Family 6 District to Commercial District was considered. Planning & Zoning Commission and staff recommend denial of that zone change and the zone change was denied by City Council. At that time, staff's recommendation was to consider the Office District for this site, as the Office zoning district is intended to be a transition district between residential uses and more intense non-residential uses. The Office District is considered to be suitable for locations that are in close proximity to residential districts as the uses permitted in the Office District are generally compatible with adjacent residential areas.

ANALYSIS

Location: The subject site, approximately 1.9 acres is located at the southwest corner of Theis Lane and South Cherry Street and was originally part of the Pine Meadows subdivision plat. Goodson Distribution Center is located to the north of the property and single-family residences are located to the east, south and west.

Description of Proposed Zoning Category: According to Section 50-76 (*General Retail District (GR)*), the General Retail District is “established to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services. These shopping areas should utilize established landscape and buffering requirements. The GR General Retail District should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.” Uses allowed in the General Retail District are typically not compatible with residential uses.

Permitted Land Uses: Theis Lane and Cherry Street are existing minor arterials based on the Thoroughfare Map, however there are multiple single-family residences located to the south and west of the subject site. Based on the range of uses permitted by right in this zone, it does not appear that the General Retail District is appropriate for this property. See attached land use matrix (Exhibit E) for a list of uses that are permitted in the General Retail District.

Comprehensive Plan Recommendation: The property is designated as Neighborhood Residential by the Comprehensive Plan Future Land Use Map. This category is intended “for areas predominantly comprised of single-family detached housing”. Appropriate land uses include single-family residences and “limited commercial services that do not require large parking lots” where residential collector streets meet arterials. Compatible zoning districts include Single-Family 20 Estate, Single-Family 9 and 6, and Planned Developments. The proposed zoning district does not meet the intent of this category.

Conceptual Development Plans: The applicant has included proposed development plans for the site. However, it is important to note that the zone change cannot be conditioned on a site plan or other additional requirements. Once the property is zoned, it can be developed for any uses permitted in that zoning category and in a manner that meets the requirements of the zoning code.

Recommendation: The zoning code includes another zoning district, Office that will permit the proposed uses with a Conditional Use Permit (CUP). Office District seems appropriate for the subject parcel considering the adjacent residential use. CUP gives City an opportunity to review the site plan and identify additional requirements. This was recommended to the applicant at a Pre-development meeting.

Applicable Compatibility Standards: At the previous meeting, there was some discussion on landscaping, buffers, and lighting. The following zoning requirements would be applicable to this property:

- A ten-foot side landscaped open-space buffer along the adjacent residential area.
- Minimum rear yard adjacent to a single-family (within which parking is permitted) shall be 60 feet.
- A minimum 15 percent of the front yard shall be permanently landscaped area. In addition, 7.5 percent of the area not covered by building or structure shall be permanently landscaped.

- S. Cherry Street and Theis Lane - A minimum ten foot landscape buffer adjacent to the right-of-way is required, with one large tree per 40 linear feet (or portion thereof) of street frontage.
- Landscape areas of a minimum of 50 square feet in area and a minimum of five feet wide, with at least one tree within 60 feet of every parking space.
- A minimum of one tree planted in the parking area for every ten parking spaces for parking lots having more than 20 spaces.
- A minimum 3-4 trees required for the proposed square footage of the building, in addition to those required for major thoroughfares.
- All parking area lighting shall be designed, shielded and operated so as not to reflect or shine on adjacent properties.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper on September 29, 2021 and property owners within 200 feet of the project site were mailed notification of this proposal on September 30, 2021. 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 is unable to recommend approval of Zoning Case P21-369. The Office Zoning District may be more appropriate for this property, as it is intended to be a transition district between residential uses and more intense uses. More intense uses would require a CUP that would give the City an opportunity to evaluate the impact of those uses on adjoining residential properties and require appropriate measures to mitigate the adverse impacts.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Land Use Matrix
- F. Rezoning Application and Supporting Documents

A. Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

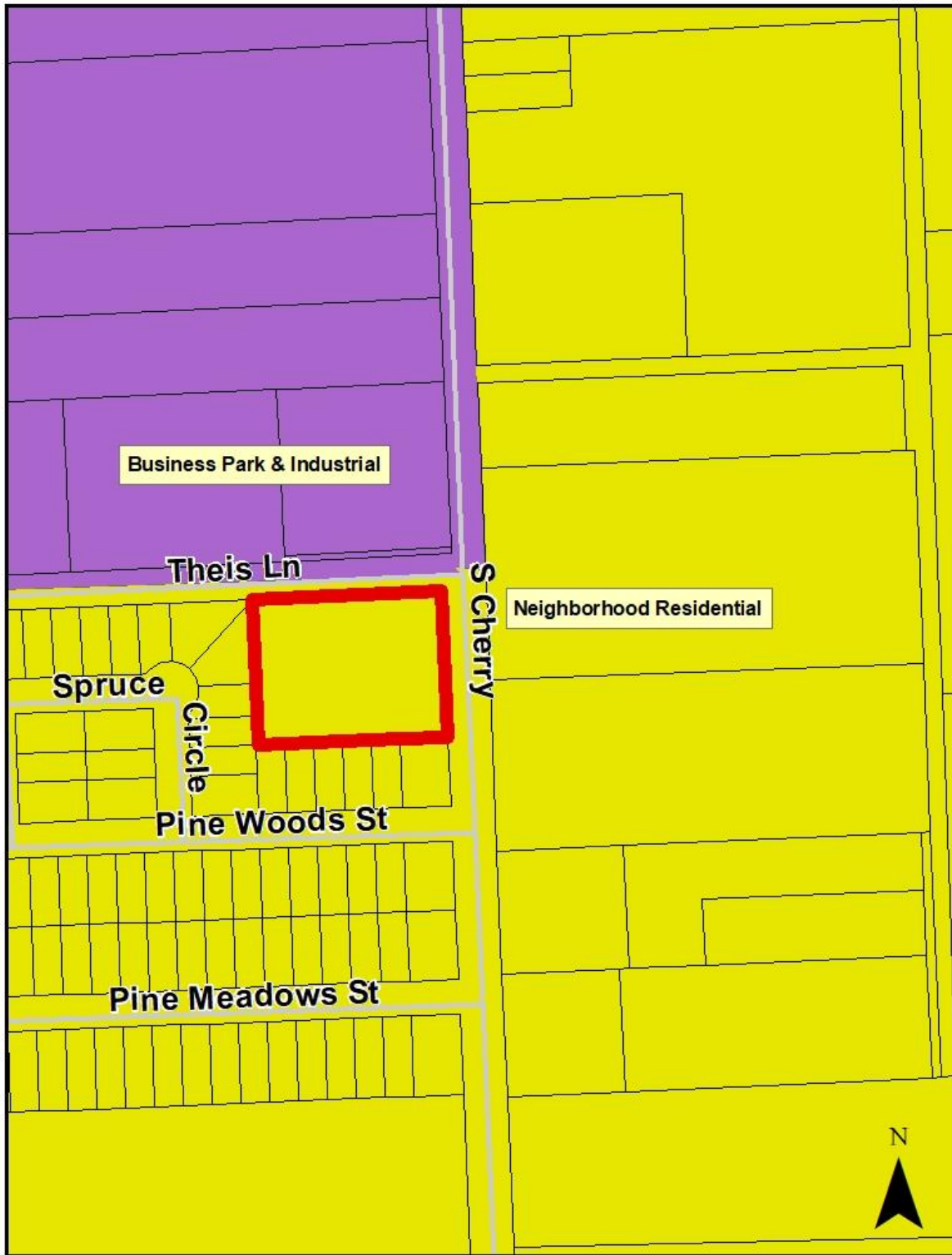
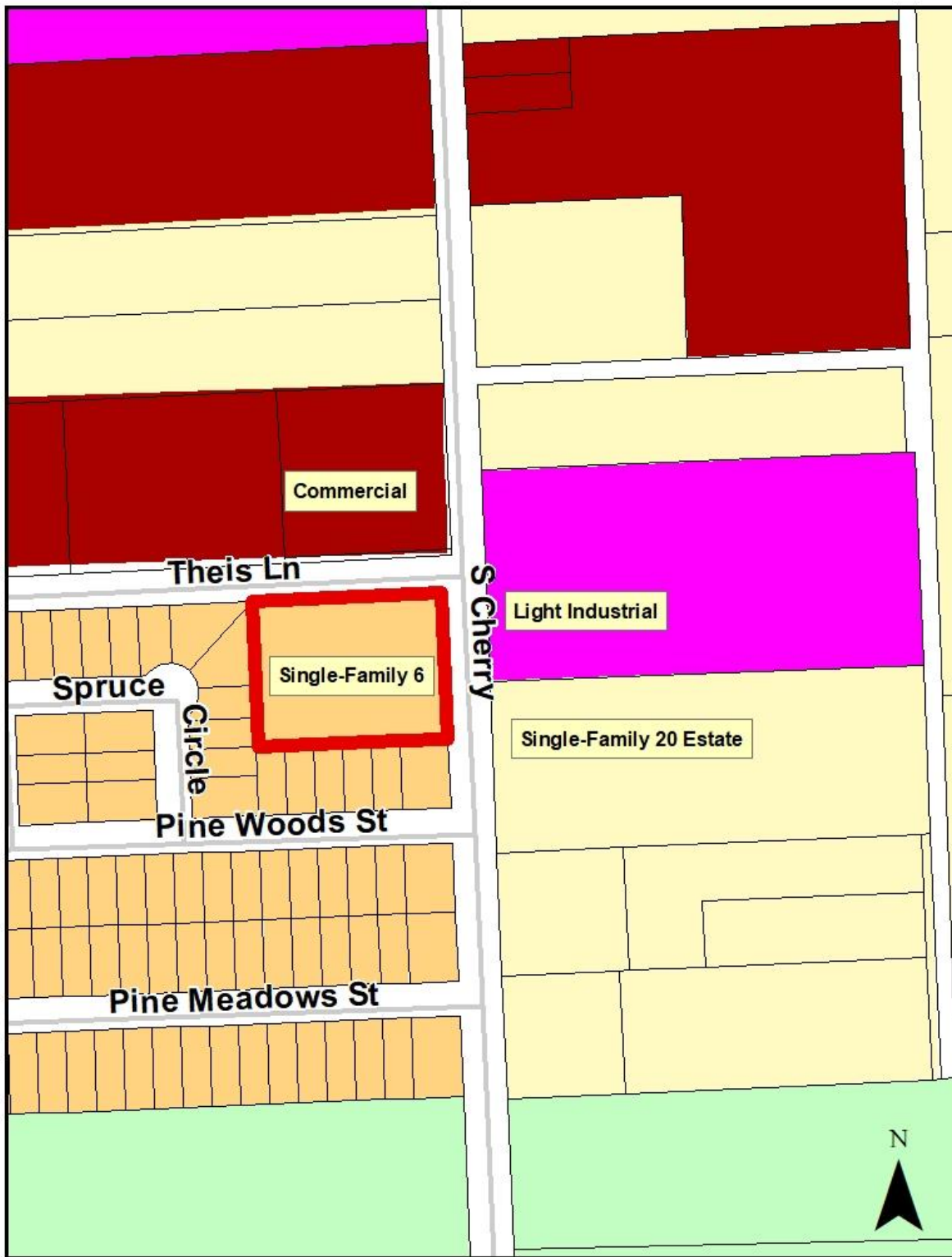


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



**Exhibit “E”
Land Use Matrix**

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL	Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning			
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2			
Zoning Categories	O	GR	C
Accessory building/structure (business or industry) ‡	P	P	P
Accessory building/structure (residential) ‡			
Accessory dwelling			
Acid manufacture			
Adhesives and sealants manufacture			C
Adult day care (business)			
Aircraft parts manufacture			
Airplane repair and manufacturing			
Airport or landing field ‡			
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)		P	P
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)		P	P
Ambulance service		C	P
Amusement devices/arcade (4 or more devices, indoors only) ‡		C	P
Amusement, commercial (indoor) ‡		C	P
Amusement, commercial (outdoor) ‡		C	P
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡			C
Animal kennel (outdoor pens)			C
Animal processing and slaughter			C
Antenna (commercial)			
Antenna (noncommercial)			
Antique shop (no outside sales or storage) ‡		P	P
Antique shop (with outside storage)		C	P
Any manufacture or industrial process not listed and not prohibited by law			C
Apparel shop		P	P

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL	Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning			
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2			
Zoning Categories	O	GR	C
Appliance repair		P	P
Armed services recruiting center	P	P	P
Art gallery/museum/dealer ‡	C	P	P
Artificial flower manufacture		C	P
Artist or photography studio	C	P	P
Asphalt paving and roofing material manufacture			
Assisted living facility (continuing care retirement community) ‡	C	P	P
Auction house		C	P
Auto accessories (retail sales only)		P	P
Auto body repair/painting		C	P
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)		P	P
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡		P	P
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display		C	P
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡		C	P
Auto glass repair/tinting		P	P
Auto interior shop/upholstery		C	P
Auto muffler shop		C	P
Auto paint shop		C	P
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)		P	P
Auto parts sale (new or rebuilt; with outside storage or display)		C	P
Auto rental		P	P
Auto repair (major) ‡		C	P
Auto repair (minor) ‡		P	P
Auto storage or auto auction ‡			C
Auto tire sales (indoor)		P	P

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Auto wrecker service			P	
Automobile assembly				
Automobile driving school (including defensive driving)	C	P	P	
Automobile parts manufacturing			C	
Automobile wash (full service/detail shop) ‡		P	P	
Automobile wash (self-service) ‡		C	P	
Awning manufacture, cloth, metal and wood			P	
Bag manufacturing			P	
Bakery (wholesale) ‡			P	
Bakery, retail (eating establishment, no drive-through) ‡	C	P	P	
Bakery, retail (with drive-through)		P	P	
Bank, savings and loan, or credit union (no motor bank services)	P	P	P	
Bank, savings and loan, or credit union (with motor bank services)	C	P	P	
Barber/beauty shop (no related school/college)	C	P	P	
Battery manufacture				
Bed and breakfast inn ‡	C	P	P	
Bike sales and/or repair		P	C	
Billiard/pool Facility (4 or more tables)		C	P	
Bingo facility		C	P	
Bird and pet shops (retail only)		P	P	
Bleaching/chorine powder manufacture				
Boiler manufacture and repair				
Book binding			P	
Book/stationery shop (retail only) ‡		P	P	
Bottling works			P	
Bowling alley (air conditioned and soundproofed)		P	P	
Brewpub	C	P	P	
Broadcast station (with tower)				

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Broadcast towers (commercial)				
Broom manufacture			P	
Building material sales/lumber yard ‡		C	P	
Bulk Grain and/or feed storage			C	
Bus or truck storage			P	
Candy and other confectionary products manufacture		C	P	
Canning and preserving factory			C	
Canvas and related products manufacture			P	
Caretaker's, guard's residence ‡	P	P	P	
Carpenter shop		C	P	
Carpet and rug cleaning plant		C	P	
Casein manufacture				
Catering service		P	P	
Cattle, swine, or poultry feedlot (CAFO)				
Cellular communications tower/PCS				
Celluloid and similar cellulose manufacture				
Cement manufacture				
Cemetery and/or mausoleum ‡	C	C	C	
Ceramic products manufacture		C	P	
Chalk manufacture				
Check cashing service		C	C	
Chemicals (agricultural) manufacture				
Chemicals (industrial) manufacture				
Child day care center (business) ‡	C	P	P	
Church/temple/place of worship ‡	P	P	P	
Civic center (municipal) ‡	P	P	P	
Civic club	P	P	P	
Cleaning plant (commercial laundry) ‡		C	P	
Clinic, emergency care		P	P	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Clinic, medical and/or dental	P	P	P	
Clothing manufacture			P	
Coffee roasting			C	
Coffin manufacture			C	
Cold storage plants/locker			P	
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)		P	P	
Community center (public)	P	P	P	
Community home ‡				
Community or social buildings ‡	P	P	P	
Concrete or asphalt mixing/batching plant (permanent) ‡				
Concrete or asphalt mixing/batching plant (temporary) ‡		C	P	
Consignment shop		C	P	
Construction contractor with storage yard			P	
Contractor's office/sales, no outside storage including vehicles		P	P	
Contractor's temporary on-site construction office (only with permit from building official.)	P	P	P	
Convenience store (with or without gasoline sales) ‡	C	P	P	
Copy shop ‡	C	P	P	
Country club (private) ‡	C	C	C	
Credit agency	P	P	P	
Crematory				
Culvert manufacture				
Cutlery, handtools and general hardware manufacture			C	
Dairy products manufacture			C	
Dance hall/dancing facility ‡		C	C	
Dance/drama/music schools (performing arts, martial arts)	C	P	P	
Dinner theatre		P	P	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Distillation of liquors, spirits, etc. (brewery)				
Distribution center ‡			P	
Drinking establishment	C	P	P	
Drive-in theater			C	
Drug store (retail only)		P	P	
Dwelling, four-family (quadraplex) (defined under Multiple-family dwelling) ‡				
Dwelling, HUD code- manufactured home ‡				
Dwelling, industrialized home ‡				
Dwelling, multiple-family ‡				
Dwelling, single-family attached ‡				
Dwelling, two-family, duplex or duplex townhome ‡				
Dwelling, zero-lot line/patio home ‡				
Dwelling—Single-family detached ‡				
Dye manufacture				
Dyeing plant			C	
Earth satellite dish (private, less than 3 feet in diameter)				
Eating establishment (with drive-in service) ‡		C	P	
Eating establishment (with drive- through service) ‡		C	P	
Eating establishment (with no drive through service) ‡	C	P	P	
Electric lamp manufacture			C	
Electric power plant			C	
Electric repair, (domestic equipment and autos)	C	P	P	
Electrical substation ‡	C	C	C	
Electronic assembly			P	
Electronic goods (retail only)		P	P	
Electro-plating/electro-typing			P	
Elevator manufacture				
Enameling and painting			C	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
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Zoning Categories	O	GR	C	
Engraving plant			P	
Envelope manufacture			P	
Exhibition hall ‡		C	P	
Exterminator service/company (no outdoor sales or storage)		P	P	
Fair ground or rodeo ‡			C	
Family home (child care in place of residence) ‡	P	P	P	
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	P	
Farm/garden machinery and equipment manufacture			C	
Fats and oils (animal) manufacture				
Feed and grain store/farm supply store ‡		C	P	
Feed manufacture			C	
Felt manufacture				
Fix-it shops, small engine, saw filing, mower sharpening		C	P	
Fixtures manufacture			C	
Florist shop (retail only) ‡	C	P	P	
Flour and other grain mills				
Food or grocery store		P	P	
Food processing ‡			C	
Footwear manufacture			C	
Fortunetelling and similar activities ‡				
Foundry, all types				
Fraternal organization ‡	C	P	P	
Fraternity or sorority house ‡	C	C	C	
Funeral home ‡		C	P	
Fur/hide tanning and finishing				
Furnace manufacture				
Furniture and appliance store (retail only) ‡		P	P	
Furniture manufacture			C	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Furniture store (new and used) ‡		P	P	
Garage/accessory dwelling ‡				
Garden shop ‡		P	P	
Gases (industrial) manufacture				
Gasoline station		P	P	
General retail stores (no outside storage)		P	P	
Gift or card shop (retail only)	C	P	P	
Glucose manufacture				
Golf course (private) ‡	C	C	C	
Golf course (publicly owned) ‡	P	P	P	
Golf driving range		C	P	
Governmental building or use (county, state or federal) ‡	P	P	P	
Greenhouse (non-retail/hobby)				
Hair products factory (other than human)				
Hardware store		P	P	
Health club (indoor)	C	P	P	
Health club (outdoor)		P	P	
Heating and air conditioning sales/services		C	P	
Heavy machinery sales and storage ‡			C	
Heliport ‡	C	C	C	
Helistop	C	C	C	
Hobby and crafts store (retail only)	C	P	P	
Home improvement center		P	P	
Home occupation ‡		P	P	
Hospital ‡	C	P	P	
Hotel ‡		P	P	
Household care facility ‡				
Household care institution		P	P	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Ice cream/ice manufacture			P	
Institution for alcoholic, narcotic, or psychiatric patients ‡		C	C	
Institution of religious, educational or philanthropic nature	C	P	P	
Iron works (ornamental)			C	
Jewelry store		P	P	
Kerosene manufacture or storage				
Laboratory equipment manufacturing ‡				
Laundromat/washateria/self- service ‡		P	P	
Laundry/dry cleaning (retail only, drop off/pick up) ‡	C	P	P	
Lawnmower repair and/or sales		C	P	
Leather products manufacture			C	
Livestock sales/auction				
Livestock, wholesale/auction				
Loading or storage tracks			P	
Loan service (payday / auto title)		C	C	
Locksmith		P	P	
Lumber mill/yard				
Machine shop			P	
Machinery manufacture			C	
Mailing service (private)		P	P	
Maintenance and repair service for buildings/janitorial		C	P	
Manufactured home display or sales (new or used) ‡			C	
Marble working and finishing			C	
Market, open air, flea			C	
Mattress, making and renovating			P	
Meat and fish market (retail only)		P	P	
Meat packing plant				
Metal cans and shipping containers manufacture			C	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Metal products, stamping and manufacture			C	
Milk depot, wholesale			P	
Mini-warehouse/self storage ‡		C	P	
Mirror resilvering			C	
Mobile Food Court ‡		C	C	
Model home (including sales office)	P	P	C	
Mortuary		C	P	
Motel ‡			C	
Motion picture studios, commercial films		C	P	
Motion picture theater (indoors)		P	P	
Motor freight transportation, storage, and terminal			P	
Motorcycle sales/dealer w/no outdoor sales, storage, and display		p	P	
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡		P	P	
Moving and storage company			P	
Municipal facility or use ‡	P	P	P	
Museum	C	P	P	
News printing			P	
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)		P	P	
Nursery ‡		P	P	
Office equipment manufacture			P	
Office showroom/warehouse ‡	C	C	P	
Office, parole-probation		P	P	
Office, professional and general business ‡	P	P	P	
Oil compounding and barreling				
Oilcloth manufacture				
Orthopedic, prosthetic, surgical appliances and supplies manufacture			P	
Outdoor sales as a primary use ‡		C	P	
Paint manufacture and/or mixing			C	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Painting and refinishing shop		C	P	
Paper and paper pulp manufacture				
Paper products and paper box manufacture			P	
Park and/or playground (private) ‡	P	P	P	
Park and/or playground (public, municipal) ‡	P	P	P	
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	C	P	P	
Pawn shop ‡			P	
Pecan processing			C	
Penal or correctional institutions			P	
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display		P	P	
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display		P	P	
Pet and animal grooming shop (no outside kennels) ‡		P	P	
Petroleum and petroleum products refining				
Petroleum distribution/storage ‡			C	
Pharmacy (retail only)	C	P	P	
Piano and musical instruments (retail only)		P	P	
Plastic products, molding, casting and shaping			P	
Playfield or stadium (private)		C	P	
Plumbing shop		C	P	
Post office (governmental)	P	P	P	
Poultry hatchery				
Poultry slaughtering and processing				
Printing equipment, supplies and repairs		C	P	
Printing ink manufacture				
Private street subdivision		C	C	
Propane sales filling (retail)		C	P	
Publishing and printing company		C	P	
Quick lube/oil change/minor inspection		P	P	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories		O	GR	C
Radio, television and communications towers				
Railroad team tracks, unloading docks, and spurs				P
Railroad yards, round house or shop				C
Reception venue		C	P	P
Recreational vehicle park				
Recreational vehicle park/campground ‡				C
Rectory/parsonage		P	P	P
Reduction of fats, ores, metals, garbage, offal, etc.; rendering plant				
Rehabilitation care facility (halfway house) ‡		C	P	P
Rehabilitation care institution (business) ‡		C	P	P
Residential use ‡		C	C	C
Retirement housing for the elderly ‡				
Riding academy		C	C	C
Rock quarries, sand, gravel and earth excavations or extractions				
Rug and carpet manufacture				C
Salvage storage yard ‡				
Sand, gravel, or stone storage (including sales) ‡				C
Sanitary landfill (private)				
School, business (e.g., barber/beauty/cosmetology)			P	P
School, college or university		C	P	P
School, commercial trade (vocational) ‡		C	P	P
School, other than public or denominational ‡		C	P	P
School, public or denominational ‡		P	P	P
Scientific and industrial research laboratories (hazardous) ‡				C
Scientific and industrial research laboratories (nonhazardous) ‡		P	C	P
Scrap metal storage yard				
Seamstress, dressmaker or tailor (retail only)		C	P	P

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Security monitoring company (no outside storage)	P	P	P	
Security systems installation company		C	P	
Sexually oriented business				
Sheet metal shop			P	
Shellac and varnish manufacture				
Sheltered care facility ‡		C	C	
Shoe repair shop (retail only)		P	P	
Sign manufacturing (no outside storage)			C	
Sign manufacturing (with outside storage)			C	
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)		P	P	
Sign, all types (defined within the referenced section) ‡				
Skating rink		P	P	
Skilled nursing facility ‡	C	C	P	
Snuff manufacture				
Soap, detergents, cleaning preparations manufacture				
Stable, commercial				
Stables (private, principal or accessory use) ‡				
Starch manufacture				
Steel works, blast furnaces and rolling mills				
Stone cutting or crushing				
Stone monuments and gravestones, engraving and retail sales only		C	P	
Stone, clay, glass and concrete Products (other than handicrafts) manufacture				
Storage of cement, sands and gravel			C	
Storage of used lumber and building materials			C	
Studio for radio and/or television (no towers) ‡	P	P	P	
Swimming pool, commercial ‡	C	P	P	
Swimming pool, private (use by membership) ‡	P	P	P	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Tattoo or body piercing studio ‡			C	
Taxi/limousine service		C	P	
Taxicab storage and repair			P	
Taxidermist		C	P	
Telemarketing agency	C	C	C	
Telephone exchange/switching station ‡	P	P	P	
Temporary real estate field office	P	P	P	
Tennis court (private/lighted)		C	C	
Tennis court (private/not lighted)	P	P	P	
Textile products manufacture			C	
Tire retreading and recapping			C	
Tire sales (indoors, no outside storage) ‡			P	
Tire sales (outdoors, with outside storage) ‡			C	
Tool and machinery rental (indoor storage only) ‡		P	P	
Tool and machinery rental (with outdoor storage) ‡		C	P	
Transfer station (refuse/pick-up) ‡			C	
Transit terminal ‡			P	
Trophy engraving		P	P	
Truck and bus leasing ‡			P	
Truck manufacture				
Truck sales and services (heavy trucks) ‡			P	
Truck stop ‡			C	
Truck terminal ‡			P	
Upholstery shop (nonauto)		P	P	
Used merchandise		P	P	
Vacuum cleaner sales and repair ‡		P	P	
Veterinarian clinic (indoor kennels) ‡		P	P	
Veterinarian clinic (outdoor kennels or pens) ‡			C	
Video rental/sales		P	P	

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
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Zoning Categories	O	GR	C	
Warehouse (defined under storage or wholesale warehouse) ‡		C	P	
Waste paper products manufacture				
Water distillation			P	
Wedding chapel		P	P	
Welding shop		C	P	
White lead manufacture				
Wholesale trade, nondurable goods		C	P	
Wood container manufacture			C	
Wood distillation (manufacture of tar, charcoal, turpentine and similar				
Wood preserving manufacture and treatment				
Wood products manufacture			C	
Woodworking shops		C	P	
Wrecking materials yard ‡				

Exhibit “F”

Rezoning Application



RECEIVED (KC)
09/01/2021

Revised: 4/13/2020
P&Z #21-369
\$420.00 PD

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

Applicant

Name: Louis Smulders Title: Owner
Mailing Address: 30 E. Rivercrest Dr. City: Houston State: Tx.
Zip: 77042 Contact: Louis Smulders
Phone: (832) 755-5072 Email: louis_smulders@hotmail.com

Owner

Name: Maritia LP Title: Entity Name
Mailing Address: 30 E. Rivercrest Dr. City: Houston State: Tx
Zip: 77042 Contact: Louis Smulders
Phone: (832) 755-5072 Email: louis_smulders@hotmail.com

Engineer/Surveyor (if applicable)

Name: Pickering & Associates -Roger D. Pickering Title: Surveyor
Mailing Address: 7702 Pin Oak St. City: Montgomery State: Tx
Zip: 77316 Contact: Roger Pickering
Phone: (936) 447-4703 Fax: () Email: rpickering@hotmail.com

Description of Proposed Project: 1.9 Acre Corner Tract on Theis Ln & S. Cherry St

Physical Location of Property: SW Corner of Theis Ln & S. Cherry St.
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Reserve A Blk 3 of Pine Meadows, Harris County
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-6 Single Family

Current Use of Property: Vacant

Proposed Zoning District: General Retail

Proposed Use of Property: Office, Retail, Medical Clinic, Convenience Store, Bakery, Beauty Shop

HCAD Identification Number: 1252560030038 Acreage: 1.9 Acres

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

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

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

X 	8/31/2021
Signature of Applicant	Date
X 	8/31/2021
Signature of Owner	Date

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

DATE : 8/31/2021 1:21 PM
OPER : RP
TKBY : rp
TERM : 2
REC# : R01278965

130.0000 PLANNING AND ZONING 420.00
theis and s cherry louis smulders
420.

Paid By: theis and s cherry louis
smulder
2-CK 420.00 REF: w 5040

APPLIED	420.00
TENDERED	420.00
CHANGE	0.00

713-906-9119
BURKE@SBCGLOBAL.NET

BURKE FROELICH
REAL ESTATE AGENT

THE WIRT COMPANY
COMMERCIAL - INVESTMENTS - ACREAGE

THE STATE OF TEXAS
COUNTY OF HARRIS

I, Lou Smulders, of Maritia L. P., his successors in office and assigns, whose address is 11530 Brown Road, Tomball, Texas 77377, owner, hereinafter referred to as owners of the 30.5747 acre tract described in the above and foregoing plat of Pine Meadows, do hereby make and establish said subdivision of said property according to all laws, 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 myself, my heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

Further, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unrestricted aerial easement five feet (5') in width from a plane twenty feet (20') above the ground level upward; located adjacent to all public utility easements shown hereon.

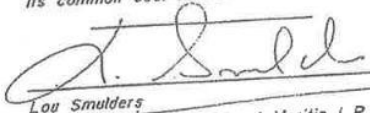
Further, owners do hereby covenant and agree that all the property within the boundaries of this plat shall be restricted to provide that the drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening less than one and three quarters square feet (1 3/4 inch diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

Further, owners do hereby dedicate to the public a strip of land three feet (3') wide on each side of the center line of any and all bayous, gullies, ravines, draws, sloughs, or other natural drainage channels located upon dedicated land, said plat, as easements for drainage purposes, giving the City Of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

Further, owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operation and maintenance of drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

Further, We hereby relinquish all rights of access to major larger streets or highways shown hereat except by way of platted streets shown.

In Testimony Whereof, Maritia L.P. has caused these presents to be signed by Lou Smulders, hereunto authorized as its common seal hereunto affixed this 27th day of June, 2003


Lou Smulders

Executive Vice President, of Maritia L.P.

①



JESSE PRUITT A-629
 CLAUDE N. PILLOT A-632

WE, THE CITY OF
 TOMBALL, TEXAS
 DO HEREBY CERTIFY
 THAT THIS PLAT
 WAS
 BEN GRIFFIN, C

To certify that the City accepts the Planning Commission's authorized approval and acceptance
 evidenced public easements and rights-of-way in conformance with the laws of the State of Texas
 ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this
 day of February, 2004

Raymond
 Mayor

Doris Speer
 Doris Speer, City Secretary

Notary Public, Clerk of the County Court of Harris County, do hereby certify that the within instrument
 of authentication was filed for registration in my office on this 8 day of April
8:12 o'clock P.M., and duly recorded on the 12 day of April, 2003, at 9:15 o'clock A.M.,
552232 at the Map Records of Harris County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Harris County, Texas, the day and date last above written.

B. KAUFMAN

Notary Public
 of the County Court
 Harris County, Texas

UAC

NOTION HEREIN WHICH RESTRICTS
 RENTAL OR USE OF THE
 REAL PROPERTY BECAUSE OF
 RACE IS INVALID AND
 UNENFORCEABLE UNDER FEDERAL LAW.

THIS INSTRUMENT IS VALID ONLY AS TO THE
 PARTS WHICH THE ORIGINAL
 INSTRUMENT AND ONLY THEN TO THE
 EXTENT THE INSTRUMENT IS NOT ALTERED
 AFTER RECORDING

3

DATE: FEBRUARY 27, 20

OWNER: MARITIA L.F.
 11530 BROWN ROAD
 TOMBALL, TEXAS 77
 (281) 755-5072

ENGINEER: DAVID S. BROUSE
 17527 HAWKINS
 TOMBALL, TEXAS
 (281) 290-8

WE, THE CITY MANAGER AND THE CITY ENGINEER FOR THE CITY OF TOMBALL, TEXAS, HEREBY CERTIFY
THAT THIS PLAT COMPLIES WITH THE CITY OF TOMBALL'S ORDINANCES.

Ben Griffin
BEN GRIFFIN, CITY MANAGER

Mark W. Moore
MARK W. MOORE, P.E., CITY ENGINEER

o'clock ^A M., and

PINE MEADOWS

FINAL PLAT

A SUBDIVISION OF 30.5747 ACRES

LOCATED IN THE J. PRUITT SURVEY, A-629

CONSISTING OF

COMMERCIAL RESERVE, 5 BLOCKS, 144 RESIDENTIAL LOTS
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

JANUARY 27, 2003

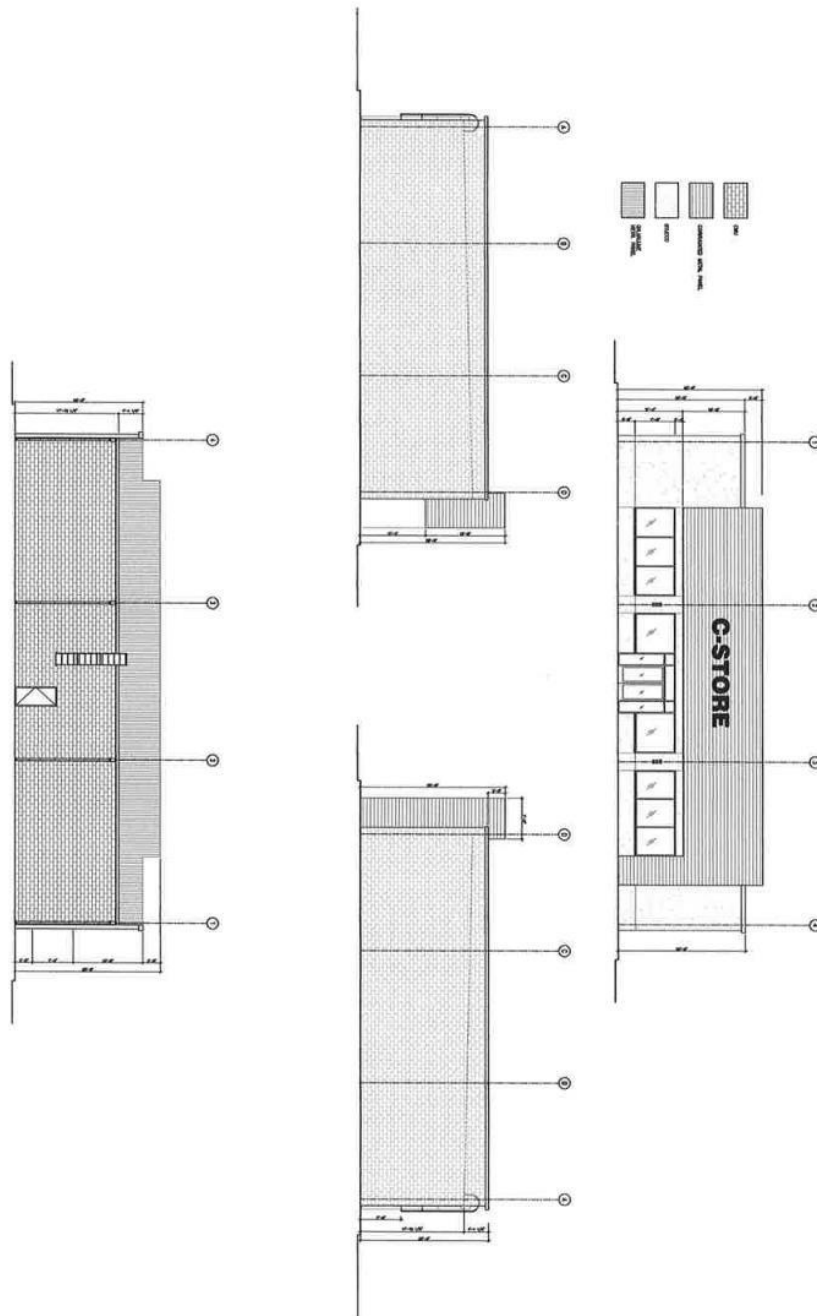
MARITIA L.P.
1530 BROWN ROAD
TOMBALL, TEXAS 77377
(832) 755-5072

WIL S. BROUSSARD, P.E.
17527 HAWKINS LANE
TOMBALL, TEXAS 77375
(281) 290-8502

4

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All omissions,
additions and changes were present at the time
the instrument was filed and recorded.

FRONTIER SURVEYORS, INC.
990 VILLAGE SQUARE, SUITE 6-200
TOMBALL, TEXAS 77375
(281) 351-7155
JOS NO. 20030203



SCHEME 4
01/20/2020



METES AND BOUNDS DESCRIPTION

ALL THAT CERTAIN 1.899 ACRE (82,729 SQUARE FOOT) TRACT OR PARCEL OF LAND SITUATED IN THE JESSE PRUITT SURVEY, A-629, HARRIS COUNTY, TEXAS AND BEING ALL OF RESERVE "A" OF PINE MEADOWS, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 555232 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; SAID 1.899 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "PICKERING 5879" SET FOR THE NORTHEAST CORNER OF SAID RESERVE "A" AND THE HEREIN DESCRIBED TRACT, SAID CORNER MARKING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF THEIS LANE (WIDTH VARIES) AND THE WEST RIGHT-OF-WAY LINE OF CHERRY STREET (80 FEET WIDE);

THENCE, S 02°27'37" E-253.44 FEET (CALLED S 02°27'37" E-253.53 FEET) ALONG THE EAST LINE OF SAID RESERVE "A" AND THE WEST RIGHT-OF-WAY LINE OF SAID CHERRY STREET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF RESERVE "A" AND THE HEREIN DESCRIBED TRACT;

THENCE, S 87°42'38" W-327.63 FEET (CALLED S 87°42'38" W-328.67 FEET) TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF RESERVE "A" AND THE HEREIN DESCRIBED TRACT;

THENCE, N 02°20'06" W-252.01 FEET (CALLED N 02°17'22" W-252.10 FEET) TO A 5/8 INCH IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF THEIS LANE AND MARKING THE NORTHWEST CORNER OF RESERVE "A" AND THE HEREIN DESCRIBED TRACT;

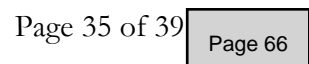
THENCE, N 87°27'39" E-327.07 FEET (CALLED N 87°27'39" E-327.92 FEET) ALONG THE SOUTH RIGHT-OF-WAY LINE OF THEIS LANE TO THE POINT OF BEGINNING AND CONTAINING 1.899 ACRES (82,729 SQUARE FEET) OF LAND, MORE OR LESS.

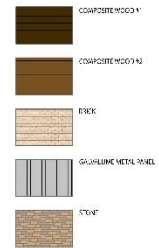
Roger D. Pickering

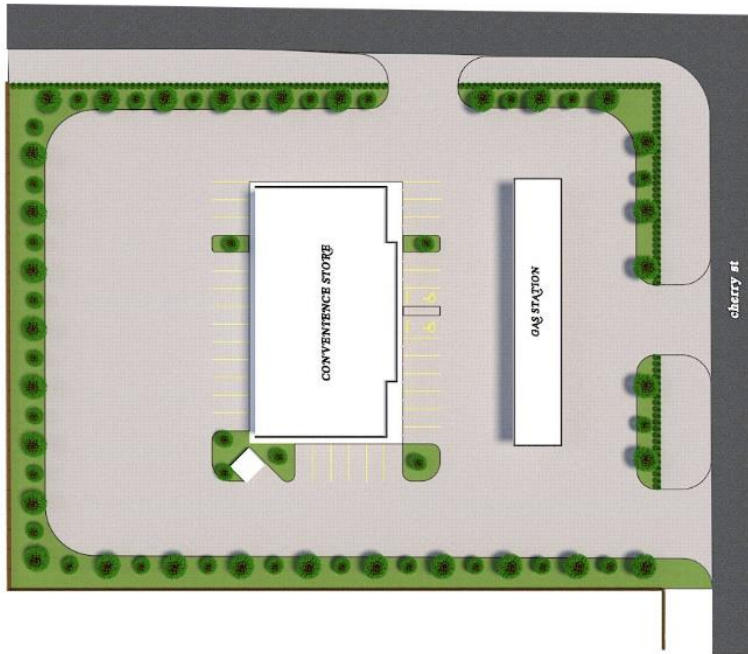
ROGER D. PICKERING, R.P.L.S.
TEXAS REGISTRATION NO. 5879

PICKERING & ASSOCIATES
7702 PIN OAK STREET
MONTGOMERY, TEXAS 77316









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



**2020 Property Tax Statement
Web Statement**

Statement Date:	September 22, 2021
Account Number	125-256-003-0038

Additional city sales tax reduced your city ad valorem tax by: \$231.26



MARITIA LP
30 E RIVERCREST DR
HOUSTON TX 77042-2514

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	124,473	0.391160	\$486.89
Harris County Flood Control Dist	0	124,473	0.031420	\$39.11
Port of Houston Authority	0	124,473	0.009910	\$12.34
Harris County Hospital District	0	124,473	0.166710	\$207.51
Harris County Dept. of Education	0	124,473	0.004993	\$6.21
Lone Star College System	0	124,473	0.107800	\$134.18
City of Tomball	0	124,473	0.337862	\$420.55
Emergency Service Dist #8 (EMS)	0	124,473	0.097000	\$120.74

Property Description
THEIS RD 77375 RES A BLK 3 PINE MEADOWS 1.9050 AC

Appraised Values	
Land - Market Value	124,473
Impr - Market Value	0
Total Market Value	124,473
Less Capped Mkt Value	0
Appraised Value	124,473

Exemptions/Deferrals

Page: 1 of 1

Total 2020 Taxes Due By January 31, 2021:	\$1,427.53
Payments Applied To 2020 Taxes	\$1,427.53
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For July 2021	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2021	7%	\$0.00	\$0.00	\$0.00
By March 31, 2021	9%	\$0.00	\$0.00	\$0.00
By April 30, 2021	11%	\$0.00	\$0.00	\$0.00
By May 31, 2021	13%	\$0.00	\$0.00	\$0.00
By June 30, 2021	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2015 to 2020: Appraised Value 0%, Taxable Value 0%, Tax Rate -3%, Tax Bill -3%.

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



PAYMENT COUPON

MARITIA LP
30 E RIVERCREST DR
HOUSTON TX 77042-2514

Make check payable to:

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

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

Account Number
125-256-003-0038
Amount Enclosed
\$ _____

Web Statement - Date Printed: 09-22-2021

12525600300380 2020 000000000 000000000 000000000 000000000

2,638,313-1

TAX STATEMENT 2020 +

STATEMENT DATE: 09/22/2021

LEGAL: RES A BLK 3

ACCOUNT: 1252560030038

PINE MEADOWS

OWNER: MARITIA LP

PIDN: 1252560030038

PARCEL ADDRESS: 0000000 THEIS RD

ACRES: 1.905

EXEMPTION CODES:

LAND VALUE	APPRAISED VALUE				
124,473	124,473				
TAXING ENTITIES	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	PENALTY & INTEREST
TOMBALL ISD	C	124,473	1.290000	0.00	0.00
			SUBTOTAL	0.00	0.00
			PRIOR YEARS	0.00	
TOTAL AMOUNT DUE				0.00	

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

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

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

DELINQUENT DATE: 02/01/2021

ACCOUNT: 1252560030038 2020 +

MARITIA LP
30 E RIVERCREST DR
HOUSTON, TX 77042-2514

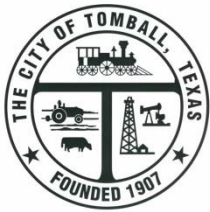
TOTAL AMOUNT DUE
\$0.00

^^ AMOUNT DUE ON RECEIPT ^^

OWNER: MARITIA LP

PIDN: 1252560030038

IF PAID IN	AMOUNT DUE
OCT	0.00
NOV	0.00
DEC	0.00
JAN	0.00
FEB	0.00
MAR	0.00



Notice of Public Hearing

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

CASE NUMBER: P21-369

APPLICANT/OWNER: Louis Smulders

LOCATION: Generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.9 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the General Retail District.

CONTACT: Kim Chandler

PHONE: (281) 290-1405

E-MAIL: kchandler@tomballtx.gov

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

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



**Planning & Zoning Commission
Public Hearing:
Monday, October 11, 2021 6:00 PM**

**City Council Public Hearing:
*Monday, October 18, 2021 6:00 PM**

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

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

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 11, 2021
&
CITY COUNCIL
OCTOBER 18, 2021**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 11, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, October 18, 2021, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P21-352: Request by Creek Road and CTC Residential to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District. The property is generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.

Zoning Case P21-369: Request by Louis Smulders to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.9 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the General Retail District. The property is generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Community Development Coordinator, Kim Chandler, at (281) 290-1405 or at kchandler@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **7th** day of **October 2021** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler

Community Development Coordinator

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 15, 2021

Topic:

Conduct Public Hearing for the Purpose of Considering the Following Annexation: *(Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075 Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas)* [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004]

Background:

Following the passage of HB 347, Chapter 43, Subchapter C-3, of the Local Government Code now requires a single public hearing to annex an area if petitioned by the landowner. The first reading of the ordinance to annex the area may immediately follow the public hearing.

Council set the public hearing for November 15, 2021. Written notice was provided to the area school districts and public entities, 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 December 6, 2021

Origination: Lovett Industrial

Recommendation:

Conduct Public Hearing

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	10/19/2021	Approved by	
	Staff Member	Date	City Manager	Date

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**



**MONDAY, NOVEMBER 15, 2021
6:00 P.M.**

Notice is hereby given that a **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, November 15, 2021 at 6:00 p.m., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following Annexation:

METES AND BOUNDS DESCRIPTION

240.075 Acres (10,457,658 Sq. Ft.)

0 Boudreaux Road, HCAD No. 0450260000004

BEING A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 1,737.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF SAID ROCKY ROAD AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK MARKING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC.

WEST, A DISTANCE OF 3.93 FEET.

THENCE, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 5,152.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED “TSI 5269” FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN, 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.

Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 19th day of October 2021 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
 Doris Speer
 City Secretary, TRMC, MMC

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 15, 2021

Topic:

Adopt, on First Reading, Ordinance No. 2021-37, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres Described in Deed to Exxon Mobile Corporation, as Recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075-Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas) [0 Boudreaux Road, Lovett Industrial; HCAD No. 0450260000004]

Background:

The required public hearing for this voluntary annexation, petitioned by the landowner, has been held and the required notices and publications have been completed.

The second reading of the ordinance will be presented to Council at the regular Council meeting on December 6, 2021.

Origination: Lovett Industrial

Recommendation:

Adopt Ordinance No. 2021-37 on First Reading

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	10/19/2021	Approved by	
	Staff Member	Date		City Manager
				Date

ORDINANCE NO. 2021-37

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (*BEING A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACRES DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS PROVIDED HEREIN, HARRIS COUNTY, TEXAS*) [0 BOUDREAUX ROAD, LOVETT INDUSTRIAL; HCAD NO. 0450260000004]

* * * * *

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

Section 1. The boundaries and limits of the City of Tomball, Texas, are hereby extended to embrace and include all of the territory described in **Exhibit "A"** attached hereto and made a part hereof and such territory hereby annexed to and made a part of the city.

Section 2. The plan for extension of municipal services into the territory annexed to the City of Tomball by the provisions of this ordinance is set forth in the "Municipal Service Plan" attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.

Section 3. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this Ordinance

for any reason be ineffective as to any part of the territory hereby annexed to the City of Tomball, such ineffectiveness of this Ordinance as to any such part or parts of any such territory shall not affect the effectiveness of this ordinance as to all of the remainder of such territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Tomball every part of the territory described in Section 1 of this ordinance, regardless of whether any other part of such described territory is hereby effectively annexed to the City. Provided, further, that if there is included in the general description of territory set out in Section 1 of this Ordinance to be hereby annexed to the City of Tomball any territory which is already a part of and included within the general limits of the City of Tomball, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted territory were especially and specifically described herein.

Section 4. Severability. 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 of 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, or whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF
NOVEMBER 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF
DECEMBER 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

Exhibit "A" – Page 2

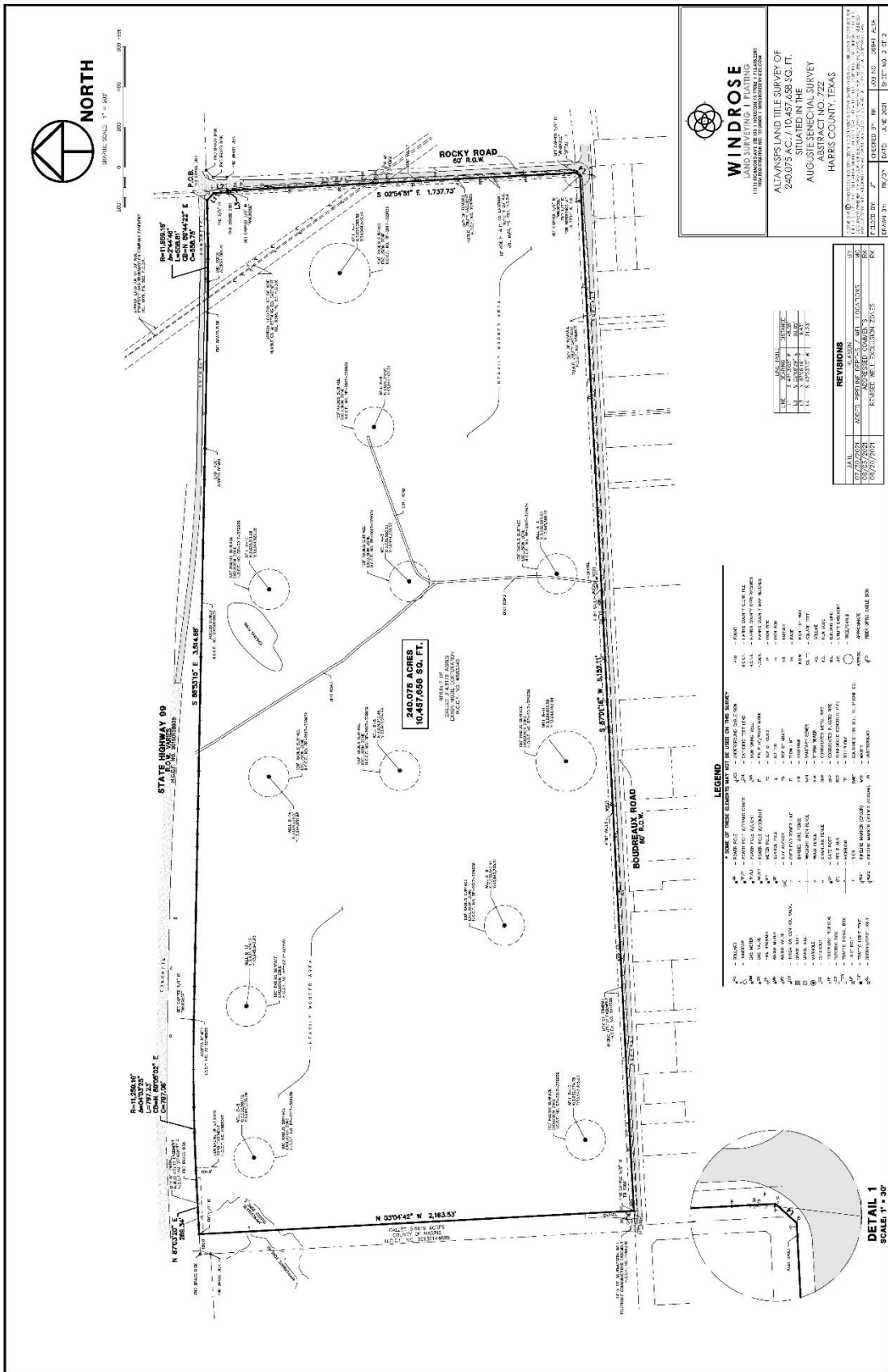


Exhibit "A" – Page 3

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DESCRIPTION OF 240.075 ACRES OR 10,457,658 SQ. FT.

A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314,8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 1,737.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF SAID ROCKY ROAD AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK MARKING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.

THENCE, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 5,152.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

Exhibit "A" – Page 4

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THENCE, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN, 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.

LUCAS G. DAVIS
R.P.L.S. NO. 6599
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

7-12-2021

DATE:

EXHIBIT "B"

CITY OF TOMBALL, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. EFFECTIVE TERM

This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. INTENT

It is the intent of the City that services under this Plan shall equal the number of services and the level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. SERVICE PROGRAMS

A. In General.

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.
2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or

cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

B. 60-Day Program. The following services will be provided within the Tract within the period required by State law. State law requires the City to provide the following services within sixty (60) days after the effective date of the annexation: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The 60-Day Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.
2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of

roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

7. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.
6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. FORCE MAJEURE

In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VIII. ENTIRE PLAN

This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder the Plan shall remain valid and in full force and effect.

SUMMARY OF EXTENSION POLICY FOR WATER, WASTEWATER, AND GAS SERVICE

The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provision of the Code of Ordinances of the City of Tomball, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 15, 2021

Topic:

Consideration to Approve **Zoning Case P21-425**: Request by Lovett Industrial, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances to zone approximately 231.6 acres as Light Industrial and 8.4 acres as General Retail contained within approximately 240 acres of land legally described tract 1E, situated in the Auguste Senerchal Survey, Abstract 722.

Conduct Public Hearing on **Zoning Case P21-425**

Adopt, on First Reading, Ordinance No. 2021-38, 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 240 acres of land legally described as Tract 1E, situated in the Auguste Senerchal Survey, Abstract 722, from Undeveloped Land within the ETJ to 231.6 Acres of Land to the Light Industrial District and 8.4 Acres of Land to the General Retail District, said property being generally located at the southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends approval (5-0) subject to limitations, restrictions and covenants included in a Development Agreement staff will be presenting.

Origination: Lovett Industrial, LLC

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed Kim Chandler Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-38

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 240 ACRES OF LAND LEGALLY DESCRIBED AS TRACT 1E, SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT 722, FROM UNDEVELOPED LAND WITHIN THE ETJ TO 231.6 ACRES OF LAND TO THE LIGHT INDUSTRIAL DISTRICT AND 8.4 ACRES OF LAND TO THE GENERAL RETAIL DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GRAND PARKWAY 99 AND ROCKY ROAD, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Lovett Industrial, LLC has requested that approximately 240 acres of land legally described as Tract 1E, situated in the Auguste Senerchal Survey, Abstract 722, generally located at the southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, the applicant has presented an application to the City to amend the official zoning map of the City from Agricultural zoning district to Light Industrial and General Retail Zoning Districts; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council deny the requested rezoning of the Commercial District; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

TOMBALL, TEXAS, THAT:

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

Section 2. The zoning classification of the Property is hereby changed from the Agricultural District to the Light Industrial District and General Retail District and 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 Light Industrial District and General Retail District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

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

Section 5. The Light Industrial District and General Retail District shall be subject to the following limitations, restrictions and covenants:

Approved Development Agreement requiring additional landscaping and limiting specific uses;

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF NOVEMBER 2021.

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

COUNCILMAN KLEIN QUINN _____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY
COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF DECEMBER 2021.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
NOVEMBER 8, 2021
&
CITY COUNCIL
NOVEMBER 15, 2021**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, November 8, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, November 15, 2021, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P21-425: Request by Lovett Industrial, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances to zone approximately 231.6 acres as Light Industrial and 8.4 acres as General Retail contained within approximately 240 acres of land legally described as TR 1E, Abst 722 A Senechal.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Community Development Coordinator, Kim Chandler, at (281) 290-1405 or at kchandler@tomballtx.gov.

CERTIFICATION

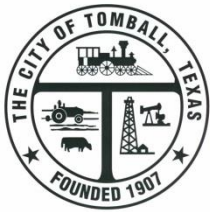
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **4th** day of **November 2021** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler

Community Development Coordinator

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.



Notice of Public Hearing

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

CASE NUMBER: P21-425

APPLICANT/OWNER: Lovett Industrial, LLC/
Exxon Mobil Corporation

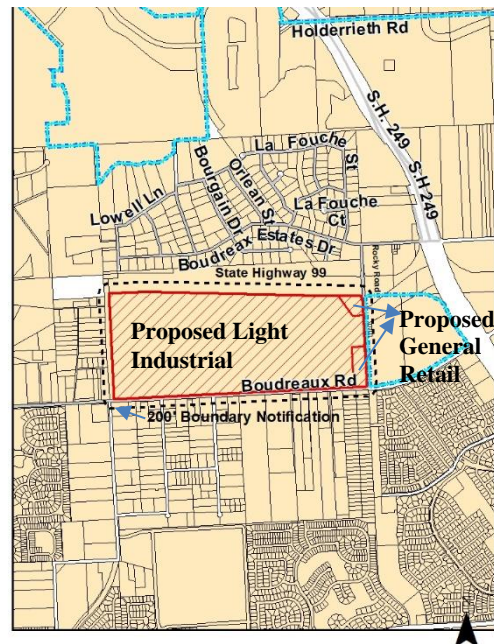
LOCATION: Generally located at the Southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances to zone approximately 231.6 acres as Light Industrial and 8.4 acres as General Retail contained within approximately 240 acres of land legally described tract 1E, situated in the Auguste Senerchal Survey, Abstract 722.

CONTACT: Kim Chandler

PHONE: (281) 290-1405

E-MAIL: kchandler@tomballtx.gov



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

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

**Planning & Zoning Commission
Public Hearing:
Monday, November 8, 2021 6:00 PM**

**City Council Public Hearing:
*Monday, November 15, 2021 6:00 PM**

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

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



Public Comment Form

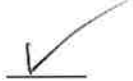
(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Kim Chandler
501 James Street
Tomball, TX 77375

Name: Frederick B. Irvin
(please print)
Address: 19406 Hoffman Estates Blvd
Tomball, Texas 77377
Signature: Frederick B Irvin
Date: 11-01-21



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-425. (Please state reasons below)**



I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-425. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, November 8, 2021 @ 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, November 15, 2021 @ 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to kchandler@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Kim Chandler @ 281-290-1405.

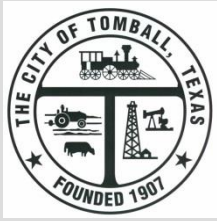
From: [Yahoo Security](#)
To: [Kimberly Chandler](#)
Subject: ZONING CASE P21-425 - VOTE IN FAVOR
Date: Monday, November 1, 2021 4:45:58 PM

Kim,

Michelle and I are the owners of the property at 14711 Glezman Lane, Tomball Tx 77377 adjacent to the proposed annexation. We are in favor of the annexation and rezoning of property directly East of our property.

Sincerely,

Jeff Elijah
713-824-6506



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: November 8, 2021
City Council Public Hearing Date: November 15, 2021

Rezoning Case: P21-425
Property Owner(s): Exxon Mobil Corporation
Applicant(s): Lovett Industrial, LLC
Legal Description: TR 1E, Abst 722 A Senechal
Location: Southwest corner of Grand Parkway 99 and Rocky Road, Harris County, Texas (Exhibit "A")
Area: Approximately 240 acres
Comp Plan Designation: Corridor Commercial (Exhibit "B")
Present Zoning and Use: Currently in the ETJ (Exhibit "C") / Undeveloped (Exhibit "D")
Request: Approximately 231.6 acres as Light Industrial and 8.4 acres as General Retail

Adjacent Zoning & Land Uses:

North: State Highway 99. Land to the north of State Highway 99 is in the ETJ and is developed as single family residences.

South: ETJ / Mix of land uses including single family residential, retail, and commercial (Temo's Stop N Drive Thru, Shadetree Shane's Automotive Service, The City Park Boat & RV Storage, etc.)

West: ETJ / Mix of land uses including single family residential and commercial uses (The Wildcat Boat & RV Storage etc.)

East: Planned Development (Grand Parkway Town Center approved in 2017) / Vacant

BACKGROUND

The subject parcel is a former Exxon Mobil oil field and was used for oil and gas exploration and production. The parcel is currently vacant. As per the applicant, the current owner conducted an investigation pursuant to the Railroad Commission of Texas' Operator Cleanup Program and it was determined that no concentrations of hazardous materials in the soil or groundwater exceeded their applicable regulatory standards for residential land use. Notwithstanding this determination, the owner voluntarily elected to record a restrictive covenant on the property restricting use of the property for residential use, and prohibiting groundwater use in or under the surface of the property, including water wells.

The property is currently in the ETJ and the applicant is working with the City to annex the parcel while concurrently completing the zoning process.

City Council approved a resolution on September 7, 2021 to begin negotiations to create a development agreement with Lovett Industrial, a Houston-based real estate development and investment company. Under consideration is the possibility of the city providing water and wastewater services to the land, with the developer being responsible for extending the necessary infrastructure subject to reimbursement by the City.

It is estimated that the development would include 3.3 million square feet of distribution and light industrial buildings and additional retail space that estimates generating up to 1,300 jobs.

ANALYSIS

Description of Proposed Zoning Category: The applicant is requesting two different zones: 231.6 acres as Light Industrial and 8.4 acres as General Retail.

According to Section 50-76 (*General Retail District (GR)*), the General Retail District is “...established to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services. These shopping areas should utilize established landscape and buffering requirements. The GR General Retail District should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.” Uses allowed in the General Retail District are typically not compatible with residential uses.

According to Section 50-78 (*Light Industrial District (LI)*), the Light Industrial District is “...intended primarily for the conduct of light manufacturing, assembling and fabrication activities, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares, major highways, and/or other means of transportation such as the railroad.”

Comprehensive Plan Recommendation: The property is designated as Corridor Commercial by the Comprehensive Plan Future Land Use Map, that describes that this category is intended “...for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. The land uses are typically comprised of varying lot sizes and intensities predominantly serving the automobile. While these areas will always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations and to create a pleasing environment which leaves a lasting impression on residents and passers-by”. Appropriate land uses include regional commercial, personal service offices, multifamily, retail, entertainment, dining, hotels, and brew pubs/distilleries. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses. Compatible zoning districts are identified as – “O: Office, GR: General Retail, C: Commercial, MU: Mixed Use, Multi-family, PD, Planned Development”.

The proposed General Retail District would be in conformance with the Comprehensive Plan. The proposed Light Industrial zoning district does not meet the intent of this category. However, if the development includes “improved standards for building form and architecture, buffering, landscaping, and signage” as recommended in the Comprehensive Plan, especially for areas visible from the highway, the development would be in conformance with the vision for the area. These are considerations that can be included in the Development Agreement.

Conceptual Development Plans: The applicant has included proposed development plans for the site. However, it is important to note that the zone change cannot be conditioned on a site plan or other additional requirements. Once the property is zoned, it can be developed for any uses permitted in that zoning category and in a manner that meets the requirements of the zoning code.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper on October 27, 2021 and property owners within 200 feet of the project site were mailed notification of this proposal on October 28, 2021. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Staff recommends to approve the zoning as requested but recommend higher development standards and aesthetic guidelines be incorporated into the Development Agreement, especially along State Highway 99 and Rocky Road, to ensure that the development is in conformance with the Comprehensive Plan.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Rezoning Application and Supporting Documents

A. Exhibit "A"
Aerial Photo

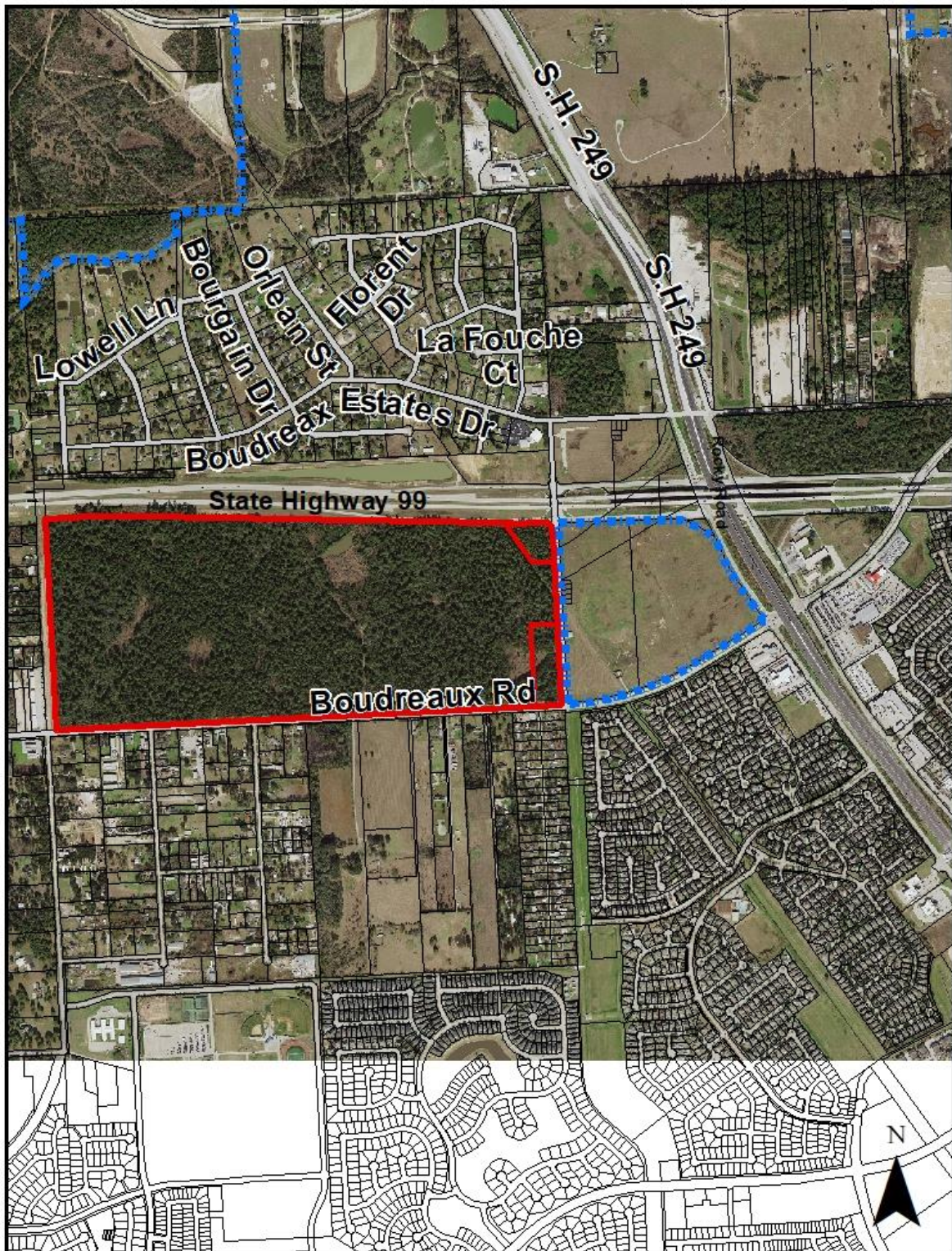


Exhibit "B"
Comprehensive Plan

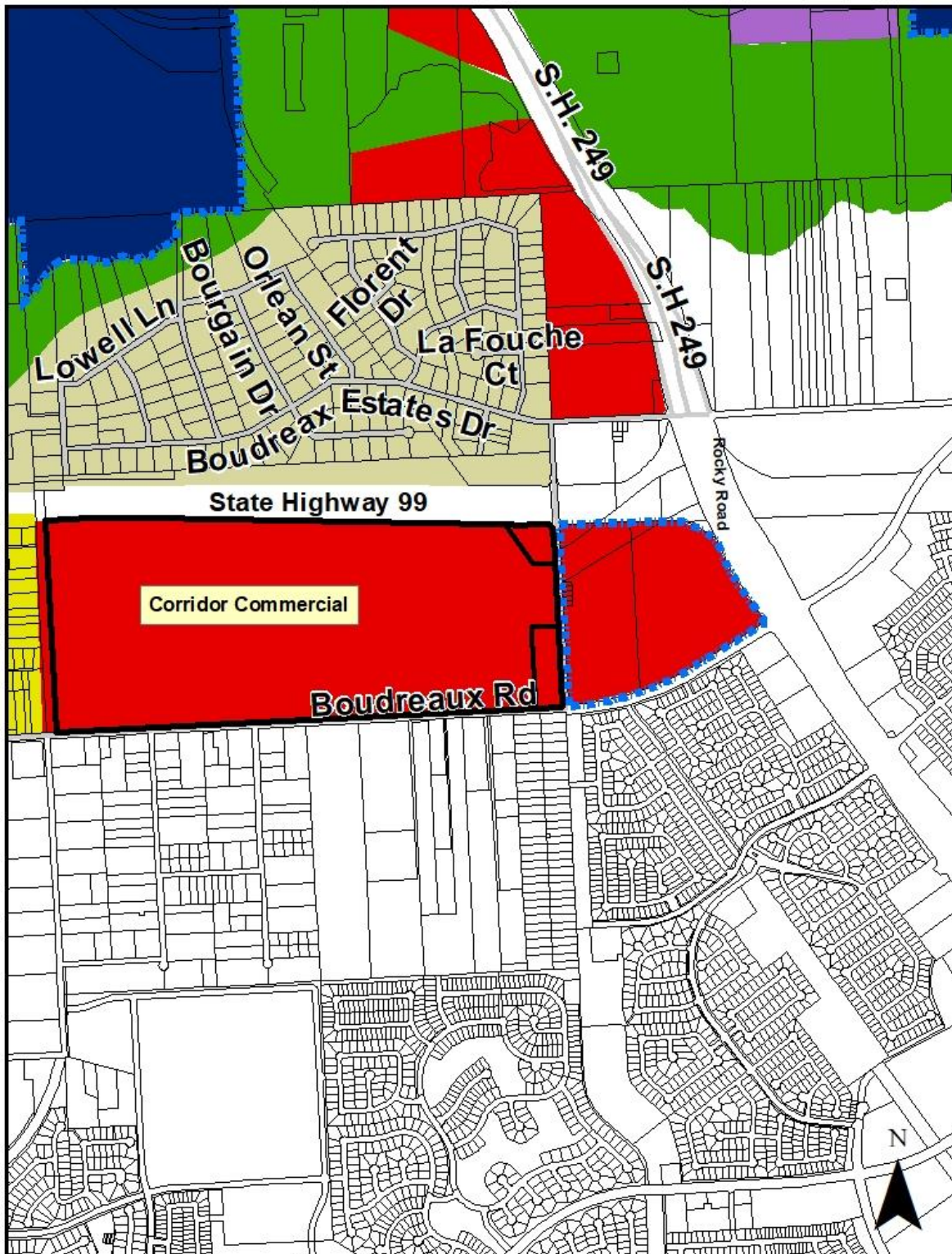
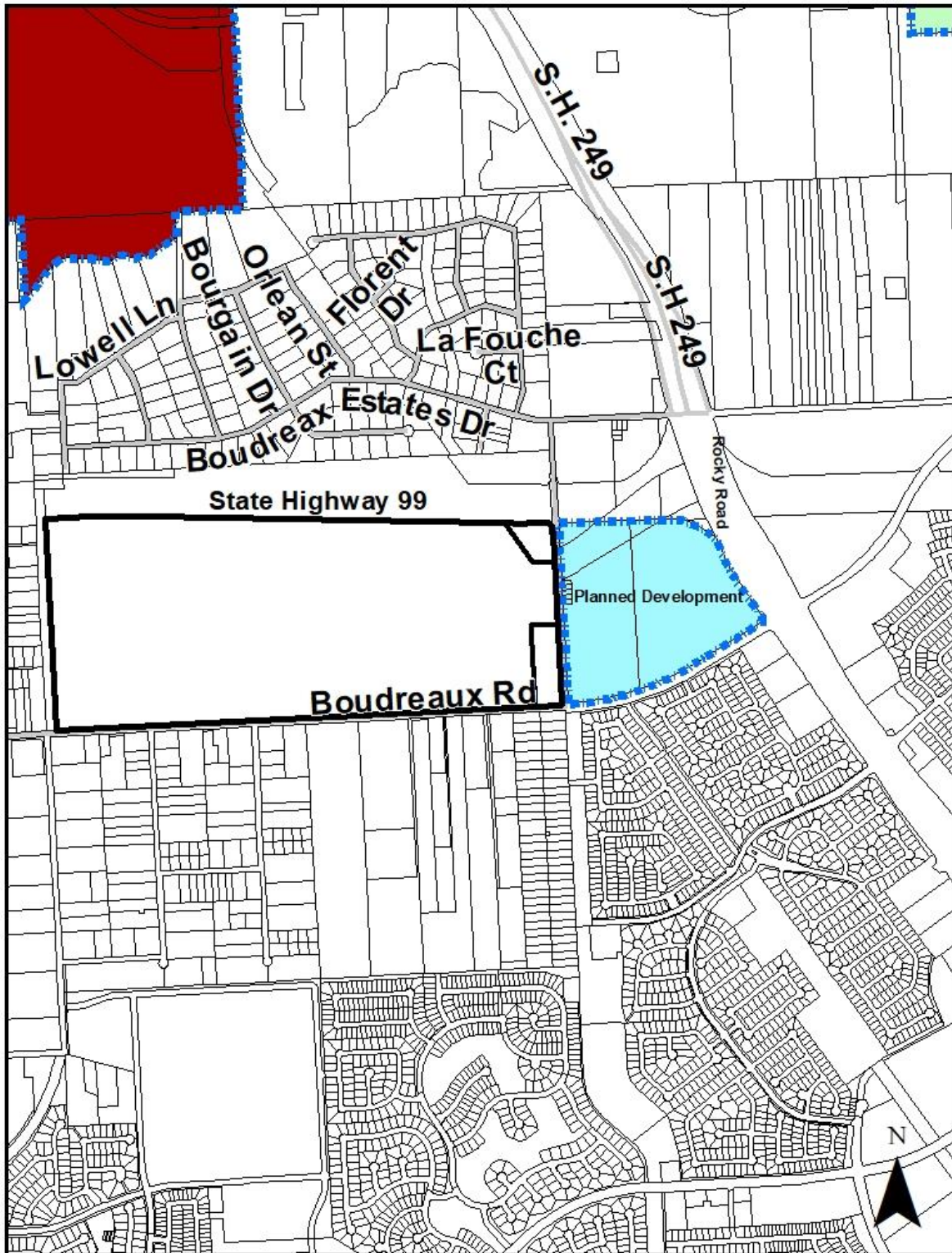


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



View from Rocky Rd. and SH 99



View from Rocky Rd. and SH 99



View from Rocky Rd. and Boudreaux Rd.

Exhibit "E"

Rezoning Application

Revised: 4/13/2020



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

Applicant

Name: Lovett Industrial, LLC Title: Agent
Mailing Address: 1902 Washington Ave, Suite A City: Houston State: TX
Zip: 77007 Contact: Carmen Pearson
Phone: (713) 205-3588 Email: carmen.pearson@lovettindustrial.com

Owner

Name: Exxon Mobil Corporation Title: Owner
Mailing Address: 22777 Springwoods Village Parkway City: Spring State: TX
Zip: 77389 Contact: Matthew Sawyer
Phone: (832) 625-3049 Email: matthew.l.sawyer@exxonmobil.com

Engineer/Surveyor (if applicable)

Name: Kimley Horn Title: Engineer
Mailing Address: 11700 Katy Freeway, Ste 800 City: Houston State: TX
Zip: 77079 Contact: Dan Elkins
Phone: (713) 510-9405 Fax: () Email: dan.elkins@kimley-horn.com

Description of Proposed Project: Warehouse and Retail Logistics Park

Physical Location of Property: Southwest corner of Grand Parkway 99 and Rocky Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 1E, Abst 722 A Senechal
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: None; Currently within City of Tomball ETJ

Current Use of Property: Vacant

Proposed Zoning District: Approximately 231.6 ac Light Industrial and 8.4 ac General Retail

Proposed Use of Property: Warehouse and Retail

HCAD Identification Number: 0450260000004 Acreage: 240.075


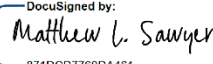
City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

www.tomballtx.gov

Revised: 4/13/2020

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		2021.09.27
	Signature of Applicant	Date
	<small>DocuSigned by:</small> 	September 28, 2021
X	<small>874DCD778DDA461...</small>	
	Signature of Owner	Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

☒ **Completed application form**

☐ ***Copy of Recorded/Final Plat**

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

☒ **Check for \$400.00 + \$10.00 per acre (Non-Refundable)**

☒ **Letter stating reason for request and issues relating to request**

☒ **Conceptual Site Plan (if applicable)**

☒ **Metes & Bounds of property**

☒ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

September 27, 2021

City of Tomball
501 James Street
Tomball, TX 77375

Re: 99 Pines Logistics Park, Grand Parkway 99 and SH 249, City of Tomball

LOVETT
INDUSTRIAL

City of Tomball Staff,

Lovett Industrial is currently working to develop the 240.075 acre tract at the southwest corner of the intersection of Grand Parkway 99 and State Highway 249. In conjunction with an application for annexation, we are requesting that the City of Tomball consider rezoning the 240.075 acre development to a mix of Light Industrial (LI) and General Retail (GR). A plat application will also be submitted for this property in accordance with the City of Tomball plat procedures.

The proposed zoning will serve 99 Pines Logistics Park and will provide for an integrated logistics park for both industrial warehousing and retail development. The proposed zoning will meet the following provisions for Light Industrial and General Retail as outlined under Article 50 of the City of Tomball Code of Ordinances:

- a) General purpose and description
- b) Permitted Uses
- c) Height regulations
- d) Area Regulations

This rezoning will allow for the development of this key tract of land in a manner that is consistent with the goals of the City of Tomball and those of Lovett Industrial. We look forward to a successful partnership.

Respectfully,

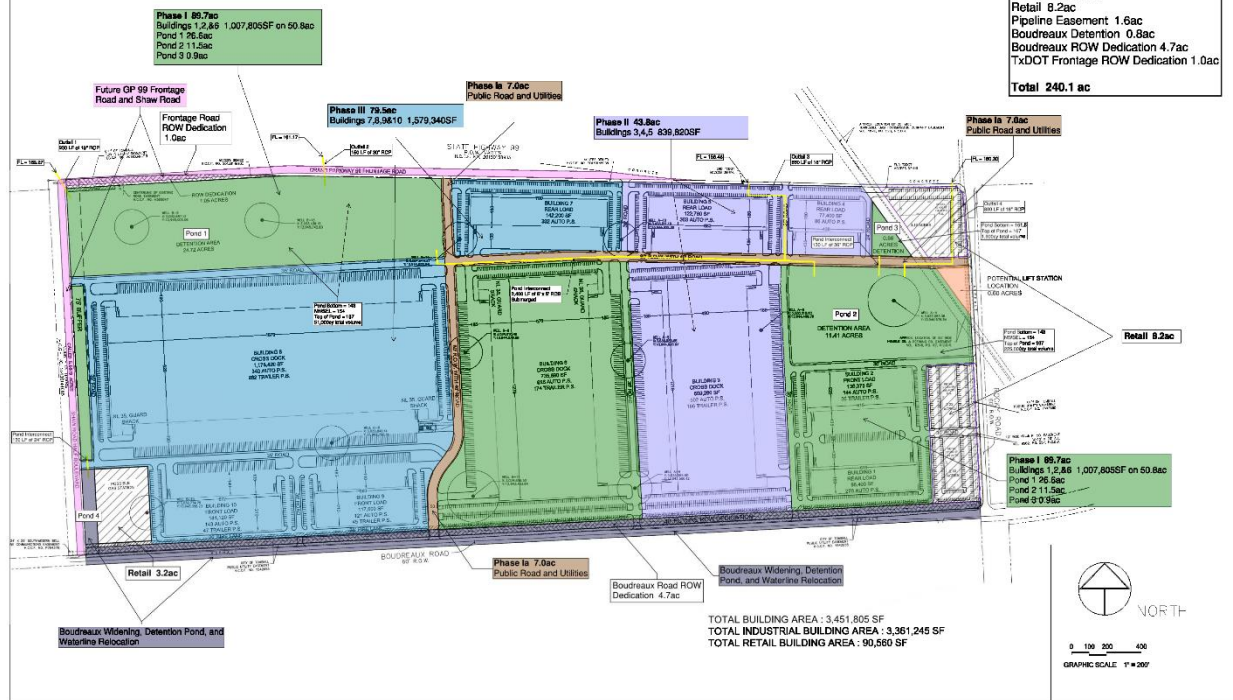


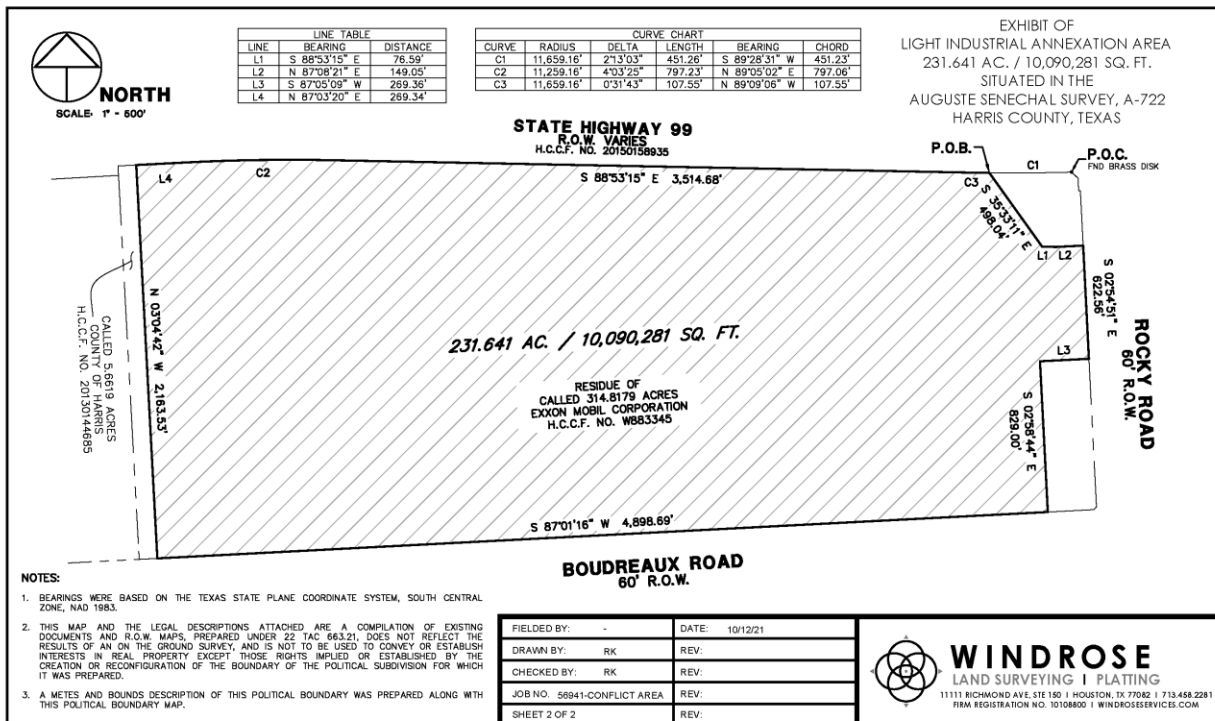
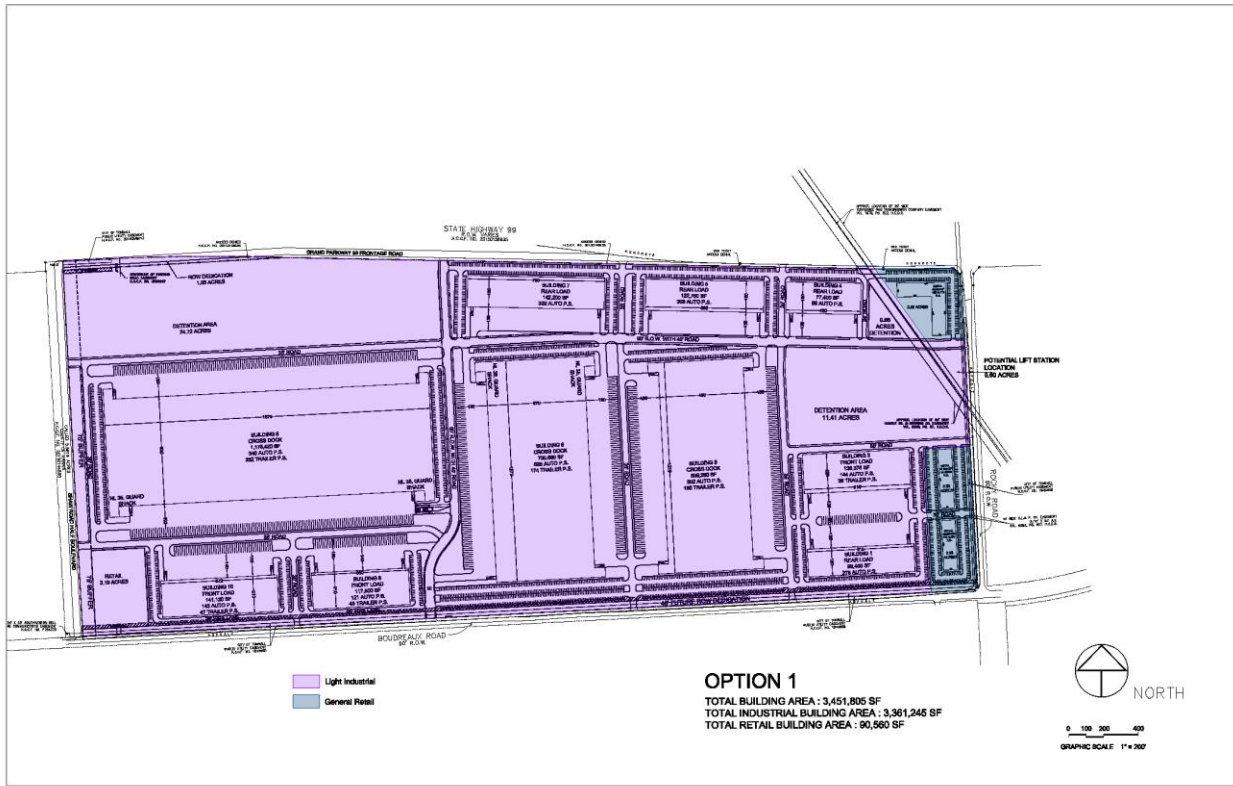
Carmen Pearson, P.E.
VP Development
Lovett Industrial LLC

c. Charlie Meyer, President – Lovett Industrial

1902 Washington Ave, Suite A
Houston, Texas 77007
P 713.212.1561

Phase Ia 7.0ac
Phase I 1,007,805SF 89.7ac
Phase II 839,820SF 43.8ac
Phase III 1,579,340SF 79.5ac
Lift Station 0.6ac
Retail 8.2ac
Pipeline Easement 1.6ac
Boudreaux Detention 0.8ac
Boudreaux ROW Dedication 4.7ac
TxDOT Frontage ROW Dedication 1.0ac
Total 240.1 ac







**DESCRIPTION OF
231.641 ACRES OR 10,090,281 SQ. FT.**

A TRACT OR PARCEL CONTAINING 231.641 ACRES OR 10,090,281 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 231.641 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935;

THENCE, IN A WESTERLY DIRECTION WITH THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 99, A DISTANCE OF 451.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, SUBTENDING A CENTRAL ANGLE OF 02 DEG. 13 MIN. 03 SEC., AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 28 MIN. 31 SEC. WEST, TO THE MOST NORTHERLY NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 35 DEG. 33 MIN. 11 SEC. EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 498.04 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 88 DEG. 53 MIN. 15 SEFC. EAST, A DISTANCE OF 76.59 FEET TO AN ANGLE POINT;

THENCE, NORTH 87 DEG. 08 MIN. 21 SEC. EAST, A DISTANCE OF 149.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROCKY ROAD, MARKING THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, ALONG AND WITH SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 622.56 FEET TO AN ANGLE POINT;

THENCE, SOUTH 87 DEG. 05 MIN. 09 SEC. WEST, LEAVING SAID LINE, A DISTANCE OF 269.36 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 58 MIN. 44 SEC. EAST, A DISTANCE OF 829.00 FEET TO A POINT ON THE NORTHERLY LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 4,898.69 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN. 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 797.23 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.



ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



10-12-2021
DATE: _____

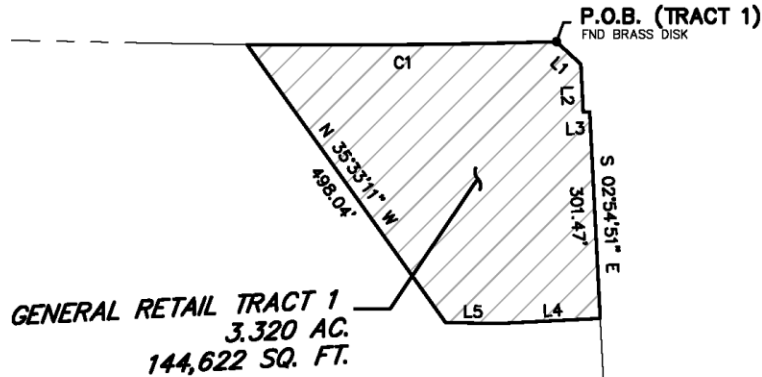
SHEET 2 OF 2



SCALE: 1" = 200'

STATE HIGHWAY 99
R.O.W. VARIES
H.C.C.F. NO. 20150158935

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	11,659.16'	2°13'03"	451.26'	N 89°28'31" E	451.23'



RESIDUE OF
CALLED 314.8179 ACRES
EXXON MOBIL CORPORATION
H.C.C.F. NO. W883345

NOTES:

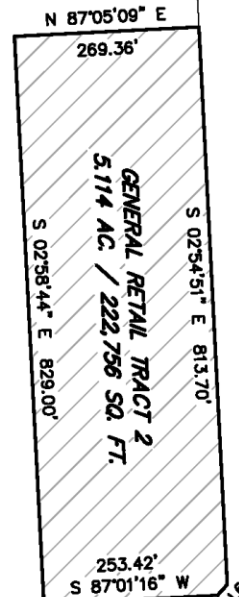
1. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 1983.
2. THIS MAP AND THE LEGAL DESCRIPTIONS ATTACHED ARE A COMPILATION OF EXISTING DOCUMENTS AND R.O.W. MAPS, PREPARED UNDER 22 TAC 66.3.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
3. A METES AND BOUNDS DESCRIPTION OF THIS POLITICAL BOUNDARY WAS PREPARED ALONG WITH THIS POLITICAL BOUNDARY MAP.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 47°13'03" E	48.58'
L2	S 02°48'39" E	69.85'
L3	S 87°08'19" W	9.43'
L4	S 87°08'21" W	149.05'
L5	N 88°53'15" W	76.59'
L6	N 42°03'13" E	21.23'

EXHIBIT OF
GENERAL RETAIL ANNEXATION AREA
3.320 AC. / 114,622 SQ. FT. (TRACT 1)
5.114 AC. / 222,756 SQ. FT. (TRACT 2)
SITUATED IN THE
AUGUSTE SENECHAL SURVEY, A-722
HARRIS COUNTY, TEXAS

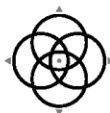
BOUDREAUX ROAD
60' R.O.W.

ROCKY ROAD
60' R.O.W.



P.O.B. (TRACT 2)
SET CAPPED 5/8" IR
"WINDROSE"
FND 1/2" IR
FOR REFERENCE AT
S 30°14' W, 3.9'

FILED BY: -	DATE: 10/12/21
DRAWN BY: RK	REV:
CHECKED BY: RK	REV:
JOB NO. 56941-GENERAL RETAIL	REV:
SHEET 3 OF 3	REV:



WINDROSE
LAND SURVEYING | PLATTING

11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281
FRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM



**DESCRIPTION OF
3.320 ACRES OR 144,622 SQ. FT.**

A TRACT OR PARCEL CONTAINING 3.320 ACRES OR 144,622 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 3.320 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 301.47 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 88 DEG. 08 MIN. 21 SEC. WEST, LEAVING SAID LINE, A DISTANCE OF 149.05 FEET TO AN ANGLE POINT;

THENCE, NORTH 88 DEG. 53 MIN. 15 SEC. WEST, A DISTANCE OF 76.59 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 35 DEG. 33 MIN. 11 SEC. WEST, A DISTANCE OF 498.04 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, IN AN EASTERLY DIRECTION A DISTANCE OF 451.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 13 MIN. 03 SEC., AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 28 MIN. 31 SEC. EAST - A DISTANCE OF 451.23 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 3.320 ACRES OR 144,622 SQUARE FEET OF LAND.


ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



10-12-2021
DATE:

SHEET 1 OF 3



**DESCRIPTION OF
5.114 ACRES OR 222,756 SQ. FT.**

A TRACT OR PARCEL CONTAINING 5.114 ACRES OR 222,756 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 5.114 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST R.O.W. LINE OF ROCKY ROAD (60' FEET WIDE) AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE) MARKING A SOUTHEAST CORNER OF SAID 314.8179 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.


THENCE, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 253.42 FEET TO A THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 58 MIN. 44 SEC. WEST, LEAVING SAID LINE, A DISTANCE OF 829.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEG. 05 MIN. 09 SEC. EAST, A DISTANCE OF 269.36 FEET TO A POINT ON THE WEST R.O.W. LINE OF SAID ROCKY ROAD, MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, ALONG AND WITH THE WEST R.O.W. LINE OF SAID ROCKY ROAD, A DISTANCE OF 813.70 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER AT THE INTERSECTION OF SAID ROCKY ROAD, WITH SAID BOUDREAUX ROAD, MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5.114 ACRES OR 222,756 SQUARE FEET OF LAND.


ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



10-12-2021
DATE:

SHEET 2 OF 3

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



2020 Property Tax Statement
Web Statement

Statement Date:	September 27, 2021
Account Number	045-026-000-0004

Our records indicate that your statement has been requested by a mortgage company.



EXXON MOBIL CORPORATION
PO BOX 53
HOUSTON TX 77001-0053

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	28,814	0.391160	\$112.71
Harris County Flood Control Dist	0	28,814	0.031420	\$9.05
Port of Houston Authority	0	28,814	0.009910	\$2.86
Harris County Hospital District	0	28,814	0.166710	\$48.04
Harris County Dept. of Education	0	28,814	0.004993	\$1.44
Lone Star College System	0	28,814	0.107800	\$31.06
Emergency Service Dist #15 (Fire)	0	28,814	0.048810	\$14.06
Emergency Service Dist #8 (EMS)	0	28,814	0.097000	\$27.95

Property Description	
BOUDREAUX RD 77377	
TR 1E ABSI 722 A SENECHAL 240.1157 AC	

Appraised Values	
Land - Market Value	7,843,320
Impr - Market Value	0
Total Market Value	7,843,320
Less Capped Mkt Value	7,814,506
Appraised Value	28,814

Exemptions/Deferrals	
Timber Productivity	

Page: 1 of 1

Total 2020 Taxes Due By January 31, 2021:	\$247.17
Payments Applied To 2020 Taxes	\$247.17
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For July 2021	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2021	7%	\$0.00	\$0.00	\$0.00
By March 31, 2021	9%	\$0.00	\$0.00	\$0.00
By April 30, 2021	11%	\$0.00	\$0.00	\$0.00
By May 31, 2021	13%	\$0.00	\$0.00	\$0.00
By June 30, 2021	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2015 to 2020: Appraised Value -10%, Taxable Value -10%, Tax Rate -4%, Tax Bill -14%.

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



EXXON MOBIL CORPORATION
PO BOX 53
HOUSTON TX 77001-0053

PAYMENT COUPON

Make check payable to:

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

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

Account Number
045-026-000-0004
Amount Enclosed
\$ _____

Web Statement - Date Printed: 09-27-2021

04502600000047 2020 000000000 000000000 000000000 000000000

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 15, 2021

Topic:

Consideration to approve **Zoning Case P21-352**: Request by Creek Road and CTC Residential to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District. The property is generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case P21-352**

Adopt, on First Reading, Ordinance No. 2021-35, an ordinance of the City of Tomball, Texas, requesting to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances Official Zoning Map for property that is approximately 18 acres of land, legally described as Tracts 1B & 2C, Abstract 311 C Goodrich within the City of Tomball, Harris County, Texas; from Commercial District to the Planned Development District (PD-18); being generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends Approval (5-0) subject to the limitations, restrictions and covenants listed in (Exhibit "B") and (Exhibit "C").

Origination: Creek Road and CTC Residential

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed Kim Chandler Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-35

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, REQUESTING TO AMEND CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES OFFICIAL ZONING MAP FOR PROPERTY THAT IS APPROXIMATELY 18 ACRES OF LAND, LEGALLY DESCRIBED AS TRACTS 1B & 2C, ABSTRACT 311 C GOODRICH WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; FROM COMMERCIAL DISTRICT TO THE PLANNED DEVELOPMENT DISTRICT (PD-18); BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FM 2920 AND TOMBALL CEMETERY ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Creek Road and CTC Residential, has requested that approximately 18 acres of land, legally described Tracts 1B & 2C, Abstract 311 C Goodrich; generally located at the Northwest Corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, the applicant has presented an application to the City for a Planned Development District (PD-18) to allow for the construction of a Multifamily residential development; and

Whereas, the Planned Development application consists of an application and metes and bounds for the Planned Development District (Exhibit "A"); Planned Development Regulations (Exhibit "B"); and concept plan (Exhibit "C") attached to 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 and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested amendment of Planned Development (PD-18) District; and

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

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

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

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

Section 2. The Planned Development (PD-18) District is hereby amended and subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Planned Development (PD-18) District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Planned Development (PD-18) District as described above.

Section 5. The Planned Development (PD-18) shall be subject to the following limitations, restrictions and covenants:

- A. Compliance with the Application, Regulations and Concept Plan. The granting of the Planned Development (PD-18) District shall be conditioned upon the proposed improvements and lands uses being located, constructed and conducted upon the Property in substantial compliance with the application for the Planned Development District (Exhibit "A"), Planned Development Regulations (Exhibit "B") and concept plan (Exhibit "C") made a part hereof for all purposes.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF NOVEMBER 2021.

COUNCILMAN FORD _____

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY
COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF DECEMBER 2021.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



RECEIVED (KC)
09/14/2021

Revised 5/19/15
P&Z #21-352
\$1,000 PD

**APPLICATION FOR
PLANNED DEVELOPMENT**
Community Development Department
Planning Division

The PD, Planned Development, district is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multi-family, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts.

No planned development shall be established and no building permit shall be issued for any use designated as a Planned Development within any zoning district until a Planned Development is approved and issued in accordance with the provisions of the Zoning Ordinance and Concept Plan.

The minimum acreage for a planned development request shall be four (4) acres.

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

Applicant

Name: Creek Road / CTC Residential (ATTN: Tolu Akindele / Sean Ratterree) Title: Development Managers
Mailing Address: 2500 Wilcrest, Suite 300 City: Houston State: Texas
Zip: 77042
Phone: (832) 286-7829 Fax: () Email: teakindele@creek-rd.com

Owner

Name: FM 2920 TC Road, LLC (ATTN: Shan Patel / Ford Scott) Title: Managers
Mailing Address: 3725 E. League City Parkway, Suite 250 City: League City State: Texas
Zip: 77573
Phone: (281) 816-6554 Fax: () Email: fscott@capitalretailproperties.com

Engineer/Surveyor (if applicable)

Name: Everything In Christ Surveying Company (ATTN: Craig A. Laney) Title: Land Surveyor
Mailing Address: 12345 Jones Road, Suite 270 City: Houston State: Texas
Zip: 77070
Phone: (281) 955-2772 Fax: (281) 955-6678 Email: craig.laney@eicsurveying.com

Description of Proposed Project: market-rate, luxury multi-housing community

Physical Location of Property: north-west corner of the intersection of FM 2920 and Tomball Cemetery Road

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS 1B & 2C ABST 311 C GOODRICH
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]


HCAD Identification Number: 0421810000177 Acreage: 18.0487

Current Use of Property: Vacant Land - Ag Exempt

Proposed Use of Property: Planned Development - Market Rate, Luxury Multi-Housing Community

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		9/1/21
	Signature of Applicant	Date
X		9/1/21
	Signature of Owner	Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be delivered to the City at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- ☒ **Completed application form**
- ☐ ***Copy of Recorded/Final Plat**
- ☒ **Check for \$1,000.00 (Non-Refundable)**
- ☒ **Detailed letter stating reason for request and issues relating to request**
- ☒ **Metes & Bounds of property**
- ☒ **Detailed Concept/Site Plan**
- ☒ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc., have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

Legal Description and Metes and Bounds for 15800 FM 2920 Tomball, Tx

All that certain tract or parcel containing 18.049 acres of land out of that certain call 21.001 acre tract of land situated in the Chauncey Goodrich Survey, A-311, in Harris County, Texas, said 21.001 acre tract being that same tract as described in

STEWART TITLE

a Deed filed for record under Harris County Clerk's File No. U-682638, Real Property Records of Harris County, Texas; said 18.0487 being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with Tony Swonke cap (found) in the West right-of-way line of Tomball Cemetery Road, (60.00 feet in width), marking the Southeast corner of that certain call 31.159 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. V-256093, the Northeast corner of said 21.001 acre tract of land and the Northeast corner of the herein described 18.049 acre tract of land;

THENCE S 00°58'38" E, (call S 00°58'05" E), a distance of 340.12 feet to a 5/8" iron rod with Tony Swonke cap (found) marking the intersection of the West right-of-way line of said Tomball Cemetery Road with the Northwest right-of-way line of F. M. 2920, (120.00 feet in width), the Easterly-Southeast corner of said 21.001 acre tract of land and the Easterly-Southeast corner of the herein described 18.049 acre tract of land;

THENCE S 53°02'00" W, a distance of 783.46 feet along the Northwest right-of-way line of said F. M. 2920 and the Southeast line of said 21.001 acre tract of land to a 5/8" iron rod with EIC cap (found) marking the Southerly-Southeast corner of said 21.001 acre tract of land, the Northeast corner of that certain call 0.636 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. U-761658 and the Northeast corner of that certain call 1.187 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. U-620508 and the Southerly-Southeast corner of the herein described 18.049 acre tract of land;

THENCE N 83°50'17" W, a distance of 397.05 feet along the common line of said 0.636 acre, said 1.187 acre and said 21.001 acre tracts of land to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of that certain call 2.952 acre tract of land known as Tract 1 as described in a deed filed for record under Harris County Clerk's File No. 20090443955 and the Southerly-Southwest corner of the herein described 18.049 acre tract of land;

THENCE N 00°30'44" E, (call N 00°31'48" E), a distance of 384.78 feet along the East line of said Tract 1 to a 5/8" iron rod with EIC cap (set) marking the Northeast corner of said Tract 1 and an interior corner of the herein described 18.049 acre tract of land;

THENCE N 89°30'47" W, (call N 89°28'12" W), a distance of 350.00 feet along the North line of said tract 1 to a 5/8" iron rod with EIC cap (set) in the West line of said Chauncey Goodrich Survey, the West line of said 21.001 acre tract of land, the East line of the John Edwards Survey, A-20 in said Harris County, Texas and the East line of that certain call 18.7500 acre residue of that certain call 130.971 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. T-469927 marking the Northwest corner of said Tract 1

and the Westerly- Southwest corner of the herein described 18.049 acre tract of land;

THENCE N 00°30'15" E, a distance of 357.09 feet along the common line of said Chauncey Goodrich Survey, said 21.001 acre tract of land, said John Edwards Survey and said 18.7500 acre residue tract of land to a 5/8" iron rod with Tony Swonke cap (found) in the South line of said 31.159 acre tract of land marking the Northwest corner of said 21.001 acre tract of land, the Northeast corner of said 18.7500 acre residue tract of land and the Northwest corner of the herein described 18.049 acre tract of land;

THENCE N 88°59'50" E, a distance of 1,358.48 feet, (call 1,358.53 feet), along the common line of said 21.001 acre and said 31.159 acre tracts of land to the POINT OF BEGINNING and containing 18.049 acres of land.

August 4, 2021

Mr. Craig Meyers, PE, CFM

Community Development Director

City of Tomball

501 James Street

Tomball, TX 77375

RE: Planned Development ("PD") Application for the property located at 15800 FM 2920 Tomball, TX 77377 ("Property" or "Site")

Dear Mr. Meyers:

Creek Road and CTC Residential (jointly "Applicants") would like to formally request the City of Tomball consider and review the attached Planned Development ("PD") Application for the 18.05-acre property located at 15800 FM 2920 Tomball, Texas.

As reflected in the City of Tomball Zoning Map, the Property is zoned C – Commercial District. On October 7, 2019, the City of Tomball adopted the Final Comprehensive Report as presented by Halff Associates, Inc. In this report, on page 63, the Site is classified as "Corridor Commercial" as it pertains to Tomball Future Land Use Plan. And on page 70, under the Corridor Commercial section, appropriate uses include multifamily. The application proposes the current zoning designation be revised to a Planned Development District, consisting of market-rate, luxury multifamily land use with specified regulations. This Property will welcome both residents and visitors into Tomball, as it is situated at the west entrance of the city. Based on our analysis and review of the City of Tomball's goals as it relates to its continued growth to keep up with the demand in housing for young professionals and working population, we believe this is the highest and best use of this Property given its proximity to retail/shopping, schools and access to major throughfares.

Please feel free to contact us with any questions regarding the attached application. Thank you for your review and consideration.

Sincerely,



Tolu E. Akindele



Sean C. Ratterree

PROPOSED PLANNED DEVELOPMENT MULTI FAMILY

PERMITTED USES:

- Any use permitted in the Multi-Family Residential District, MF

HEIGHT REGULATIONS:

- Maximum Height: Main Buildings -Three (3) stories, not to exceed forty-five (45) feet
- Maximum Height: Accessory Buildings - One (1) story, not to exceed fifteen (15) feet
- Maximum Height: Club House - One (1) Story

AREA REGULATIONS:

- Maximum Dwelling Units: Not to exceed three hundred sixty (360) dwelling units or approx. Twenty (20) units per acre
- Lot Area: 18.049 acres

SETBACK/BUFFER REGULATIONS:

- Minimum Front Building Setback: Thirty-five (35) feet
- Minimum Side Building Setback: Minimum of Fifteen (15) feet, twenty-five (25) feet when adjacent to property zoned for single family residential, twenty-five (25) feet when adjacent to an arterial street, fifteen (15) feet when adjacent to a non-arterial street
- Minimum Rear Setback: Main Building - Minimum of fifteen (15) feet, sixty (60) feet when adjacent to single family, duplex (two family), patio home or single family attached district
- Minimum Rear Setback: Accessory Building - Minimum of fifteen (15) feet, thirty (30) feet when adjacent to single family, duplex (two family), patio home or single family attached district

BUILDING REQUIREMENTS:

- Minimum Building Separation - 1-story building: Fifteen (15) feet for buildings without openings, twenty (20) feet for building with openings
- Minimum Building Separation - 2-story building: Twenty (20) feet for building without openings, thirty (30) feet for buildings with openings
- Minimum Building Separation - Over 2-story building: Thirty-five (35) feet or as required by the adopted building code, whichever is greater
- Minimum Building Separation - Between Main Building and Accessory Building: Ten (10) feet or as required by the adopted building code, whichever is greater
- Minimum Floor Area Per Dwelling Unit – Efficiency Unit: Five hundred seventy-five (575) square feet
- Minimum Floor Area Per Dwelling Unit - One Bedroom: Six hundred fifty (650) square feet
- Minimum Floor Area Per Dwelling Unit -Two Bedroom: Nine hundred and fifty (950) square feet

LOT REQUIREMENTS:

- Maximum Lot Coverage: Fifty percent (50%) total, including main and accessory buildings, pools, ponds (does not include paving or carports).
- Parking:
 - A. One and three-fourths (1.75) parking spaces for each one-bedroom unit
 - B. Two (2) parking spaces for each two-bedroom unit

ADDITIONAL REQUIREMENTS:

- Fire easement accessibility, fire sprinkler system, walkways, building length, oversized parking areas, signage, lighting, gated/secured entrances, streets, or driveways per Section 50-73 of the Tomball Code of Ordinances.

SUPERIOR DESIGN PD COMMITMENTS:**Interior PD Commitments**

- Quartz countertops at kitchen/vanities
- Frameless shower glass doors
- Stainless Steel Appliances
- Dual sink vanities with 8" spaced brushed nickel vanity faucets.
- Undermount white porcelain vanity sinks
- Refrigerator with "built-in" look
- Handmade undermount stainless steel kitchen sinks
- Brushed Nickel pull down kitchen faucet
- *Plywood* cabinets boxes
- Built-in trash drawers
- Trash Valet included
- Soft close hinges/drawer slides
- Backlit LED mirrors at vanities
- Metal clothes hanging rods in closets with painted built-in wood shelving and shoe racks
- 100% vinyl wood plank flooring at 1st floor units
- Tile flooring at all bathrooms
- Crown molding at all upper cabinets
- Extra sound proofing between walls/ceilings and breezeways of all units

- Large oversized islands wrapped with painted/stained wood on all 4 sides
- Different cabinet color schemes
- Modern tile backsplash at kitchen and all tub/shower surrounds
- Eco-friendly double paned windows
- Full size washer/dryer at every unit
- Oversized patios/balconies

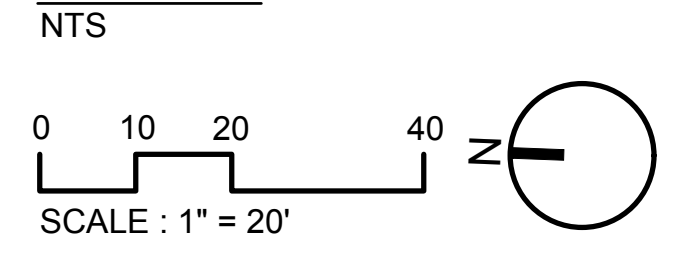
[Exterior PD Commitments next page]

Exterior PD Commitments

- 30'+ landscape buffer off FM 2920
- 80'+ landscape buffer off Tomball Cemetery Road
- 100% Stone Veneer clubhouse
- "Welcome to Tomball" monument sign with lighting. Built and paid for by developer and platted into an easement for the city.
- Aesthetically enhanced detention pond as shown in Exhibit A.2 with benches, walking trail and soft lighting
- Shade Trees located per Exhibit A.1
- 26' access lane for city to access water well facility
- Exterior stone and Hardie paint scheme to match the character and architecture of existing new homes in the area. Approximately 28% of residential building exterior to be stone
- Pool with in-water lounge chairs
- Poolside pavilion with BBQ grills
- Pergola Hammock Gardens
- Car/Dog Wash station (Dog wash station to be fully enclosed)
- Bocce Ball Courts
- State-of-art fitness center
- Parcel lockers for Amazon deliveries
- Large and small dog park
- Keyless entry to units and common area doors
- Controlled access for vehicle entry/exit with EZ tag reader system
- Large private fenced in yards for select 1st floor units
- **Screening:** 8' tall stone columns with metal picket fencing on the South and East Boundary
- **Screening:** 8' cedar wood fence with cedar cap: Addition of galvanized steel post in lieu of treated wood and sealant or stain to prolong life of fence at West and North Boundary
- **Landscaping:** shall meet or exceed the quality and detail of the landscape plan from a previous project as shown on Exhibit A.3. and A.4.
- Exclude the use of any Pine Trees and will work with the city to plant approved trees.
- Multiple greenspace courtyards adjacent to buildings located on the interior of site with grills/firepits/hammock swings to promote a community feel
- Commitment to incorporating the history of Tomball into the interior design of the clubhouse.
- Follow Entry/Exit vehicle plan of Traffic Impact Analysis Report
- All trash dumpster/compactors to be surrounded by masonry enclosures and solid metal gates



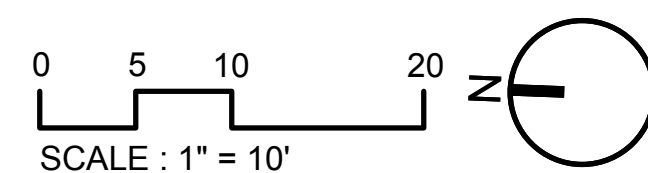
SOD/SEED	COMMON NAME
TUPE	BERMUDA GRASS



L5.1



NOTE: REFER TO FULL PLANT SCHEDULE ON SHEET L5.7



SHEET NUMBER

L5.6









PRIVATE BACKYARD
space for 1st floor
tenants

COURTYARD #1

COURTYARD #2
with Hammock
Gardens

POOL AMENITIES

CLUB HOUSE
with leasing, fitness,
parcel lockers,
billiards area, etc.

Tomball
Cemetery
Road

EXIT and
EMERGENCY
ENTRANCE

Shade
tree

F.M
2920

Gated Vehicle
Entrance with
EZ tag reader

MAIN
Entrance

"Welcome
to Tomball"
monument

Walking trail

AESTHETICALLY
ENHANCED
DETENTION POND
Park Amenities

24' wide access to
CITY WATER
WELL FACILITY

BOTH LARGE &
SMALL DOGPARK

NOTICE OF PUBLIC HEARING

CITY COUNCIL (CC) NOVEMBER 15, 2021



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, November 15, 2021, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P21-352: Request by Creek Road and CTC Residential to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District. The property is generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Community Development Coordinator, Kim Chandler, at (281) 290-1405 or at kchandler@tomballtx.gov.

CERTIFICATION

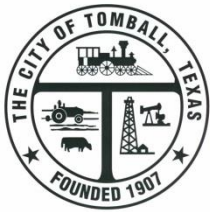
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **11th** day of **November 2021** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler

Community Development Coordinator

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.



Notice of Public Hearing

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

CASE NUMBER: P21-352

APPLICANT/OWNER: Creek Road and CTC Residential

LOCATION: Generally located at the northwest corner of the intersection of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 18 acres of land legally described as Tracts 1B & 2C Abstract 311 C GOODRICH, from the Commercial District to the Planned Development (PD-18) District.

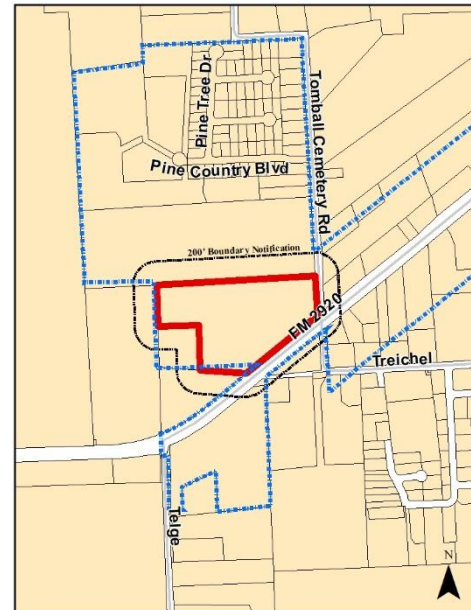
CONTACT: Kim Chandler

PHONE: (281) 290-1405

E-MAIL: kchandler@tomballtx.gov

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

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

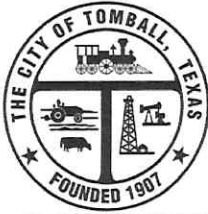


City Council Public Hearing:

***Monday, November 15, 2021 6:00 PM**

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

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Kim Chandler
501 James Street
Tomball, TX 77375

Name: Shan Patel

(please print)
Address: FM2920 & Cemetery Rd.

Signature: Shan Patel

Date: 10/07/21

X I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-352. (Please state reasons below)**

 I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-352. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, October 11, 2021 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, October 18, 2021 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

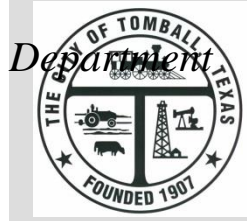
COMMENTS:

Would like see a nice multi-family structure. The additional residents would help sales taxes in the immediate area.

You may also comment via email to kchandler@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Kim Chandler @ 281-290-1405.



Planned Development Staff Report

Planning & Zoning Commission Public Hearing Date: November 8, 2021
City Council Public Hearing Date: November 15, 2021

Rezoning Case: P21-352
Property Owner(s): FM 2920 TC Road, LLC
Applicant(s): Creek Road / CTC Residential
Legal Description: TRS 1B & 2C ABST 311 C GOODRICH
Location: Generally located at the northwest corner of FM 2920 and Tomball Cemetery Road, within the City of Tomball, Harris County, Texas (Exhibit "A")
Area: Approximately 18 Acres
Comp Plan Designation: Corridor Commercial (Exhibit "B")
Present Zoning and Use: Commercial District (Exhibit "C") / Undeveloped (Exhibit "D")
Proposed Use(s): 360-unit multi-family residential community
Request: Rezone from the Commercial District to Planned Development (PD-18) District
Adjacent Zoning & Land Uses:
 North: Agricultural District
 South: Commercial District, Outside the City limits / Vacant
 West: Outside the City limits/Vacant
 East: Commercial District / Texan Truck and Auto Sales

ANALYSIS

Description: The property is located at the northwest corner of FM 2920 and Tomball Cemetery Road and is zoned Commercial. Surrounding properties are zoned Commercial and Agricultural. Properties located south of the subject property are outside the City limits. Surrounding land uses include various commercial facilities such as Texan Truck and Auto Sales, etc. A single-family residential subdivision is located north of the property, beyond the vacant tract, that is accessed by Tomball Cemetery Road.

Project Description: According to the Planned Development Application (Exhibit "E") the proposed Planned Development will be a multi-family residential community with 360 units, and

will include efficiency units (575 square feet), one bedroom units (650 square feet), and two bedroom units (950 square feet). Other amenities include a fitness center, dog parks, pools, outside pavilion with barbeque grills, landscaped walking trail around the pond, bocce ball courts, a recreational reserve with a playground and/or picnic facilities, open spaces, and landscape buffers. These amenities are listed in the attached presentation.

The applicant is proposing a base zoning district of Multi-family zone (MF zone). The buildings are proposed to be 3 stories tall, with a maximum height of forty-five (45) feet. The proposed density is twenty (20) dwelling units per acre, that meets the requirement of a Multi-family (MF) zoning district. The applicant is proposing masonry and Hardie veneer for the residential building and all masonry facades for the Club House.

The applicant has presented two options for consideration in the PD, as shown below that pertain to the parking spaces and green space.

- **Parking:** The zoning code requires 2 parking spaces per dwelling unit. For the proposed 360 units, 720 spaces would be required. Option 2 meets the requirements, while Option 1 will be at a slightly lower percentage.
- **Green space:** The MF zone requires that a minimum of 50% of the lot area be retained as green space. Option 2 meets the requirements, while Option 1 will be at a slightly lower rate

Staff recommends that, if the PD is approved, only one option be approved as part of the PD application.

OPTION 1:

- This option currently displays parking of 2.18 stalls per dwelling unit
- Greenspace coverage of 46.7%
- Lot coverage of 31.7%

OPTION 2:

- This option currently displays parking of 1.95 stalls per dwelling unit
- Greenspace coverage of 50.83%
- Lot coverage of 31.7%
- Per our PD request - Parking at 1.75 stalls for 1-bed and 2 stalls for 2-bed
 - 70/30 mix – 1.82 stalls/unit
 - 65/35 mix – 1.84 stalls/unit
 - 60/40 mix – 1.85 stalls/unit

The applicant has provided the following information:

Parking compared to nearby markets:

- San Antonio: Minimum 1.5 stalls/unit and Max of 2 stalls/unit
Max parking per unit to promote green space
- City of Houston: 1.7 stalls per unit minimum

Planned Development District (PD) Intent: Section 50-80(a)(1) of the Tomball Code of Ordinances (zoning regulations) outlines the general purpose and description of the Planned Development District.

According to the zoning regulations - “The PD Planned Development District is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., Single-Family, Multifamily, Duplex (Two Family), etc.), or any

appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A PD Planned Development District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this chapter, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

- a. To provide for a superior design on lots or buildings;
- b. To provide for increased recreation and open space opportunities for public use and enjoyment;
- c. To provide amenities or features that would be of special benefit to the property users or to the overall community;
- d. To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, viewscapes, or wildlife habitats;
- e. To protect or preserve existing historical buildings, structures, features or places;
- f. To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- g. To meet or exceed the standards of this chapter.”

Comprehensive Plan Recommendations: The property is designated as Corridor Commercial by the Comprehensive Plan Future Land Use Map. This Corridor Commercial category “... is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. The land uses are typically comprised of varying lot sizes and intensities predominantly serving the automobile. While these areas will always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations and to create a pleasing environment which leaves a lasting impression on residents and passers-by”.

The Comprehensive Plan lists uses that are appropriate for this designation as – “Land uses include regional commercial, personal service offices, multifamily, retail, entertainment, dining, hotels, and brew pubs/distilleries. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses.”

The Comprehensive Plan recommends that zoning districts of - O (Office), GR (General Retail), C (Commercial), MU (Mixed Use), MF (Multi-family), and PD (Planned Development) for this designation.

Additionally, the Comprehensive Plan states – “The following considerations should be used as guidance for regulatory modifications or as part of decision-making: Development should gain primary access from an arterial street. Pedestrian enhancements should be a focus with comfort and safety taking priority. New development should include improved standards for building form and architecture, buffering, landscaping, and signage. Multi-family in an urban architectural form should be considered in a manner complimentary to other uses.”

Staff Review Comments:

Conformance to the Comprehensive Plan: While the proposed use is listed as being appropriate for this designation, the Comprehensive Plan contains guidelines for development that should be used to consider this zone change:

Improved opportunity for bicycle/pedestrian accommodations and to create a pleasing environment which leaves a lasting impression on residents and passers-by.
Pedestrian enhancements that focus on comfort and safety.

Improved standards for building form and architecture, buffering, landscaping, and signage.
Multi-family in an urban architectural form in a manner complimentary to other uses.

The PD needs to include additional information to demonstrate how these guidelines have been adhered to, especially the mixed-use development and pedestrian-oriented urban architectural form, as recommended in the Comprehensive Plan.

Additional Review Comments: Based on the plans resubmitted, staff has the following comments. Upon discussion of the revised detailed plans there may be additional comments made by the Commission.

1. In general, the proposed PD meets the minimum requirements of an MF zoning district. However, it is not clear how it meets the following PD intent –
 - * “to provide for a superior design on lots or buildings”
 - * “to meet or exceed the standards of this chapter”, or
 - * “permit new or innovative concepts in land utilization not permitted by other zoning districts”
2. Green space/ recreation areas - Based on the information provided by the applicant and the standards proposed in the PD document, the PD will reflect the deviations to the areas of the MF base zone district.
3. Landscaping requirements - as presented in attached exhibit.
4. Detention –a wet detention to serve as a lake amenity. The detention pond will also serve as additional greenspace as we are proposing an aesthetically pleasing detention pond with manicured landscaping (see pgs. 2 and 4 of the attached).
5. Screening requirements –
 - a. 8ft stone/masonry column and steel fence on the South and East property lines.
 - b. North and West property line, we are proposing 8’ tall cedar wood fence with cedar cap.
 - Galvanized steel post in lieu of treated wood and painted to match wood. And
 - water seal or stain the cedar
6. All refuse containers will be made masonry enclosures to match the materials of the buildings.
7. Setbacks to be planted with additional landscaping as shown in newly submitted landscape plan.
8. Under Permitted Uses, the PD states that any use permitted in the Multi-Family Residential District shall be permitted. Consider limiting the uses to those proposed in the PD.
9. 26’ wide access easement to the water well.
10. Add a note that all Special Requirements contained in Section 50-73 Multifamily Residential District will be met, and all other requirements of the zoning code will be met.
11. Based on the recommendations provided by the City Engineer after the review of the submitted TIA through TXDOT. This will be discussed with Commission.
12. Based on the preliminary review of the conceptual drawings, the Fire Marshal has the following comments:
 - a. If the vertical distance between grade plane and the highest roof surface exceeds 30' the aerial fire apparatus drive shall have a minimum unobstructed width of 26'.
 - b. Fire Hydrants will be required to be placed throughout the property per IFC 2015.
 - c. There must be a drive between the dog park & the apartment above it.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper on September 29, 2021 and property owners within 200 feet of the project site were mailed notification of this proposal on September 30, 2021. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

City staff recommends that the above mentioned comments be considered and incorporated in the proposed PD, prior to approval.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Applicant Submittal-Planned Development Application, Regulations, Concept Plan, PowerPoint presentation etc.

Exhibit "A"
Aerial Photo

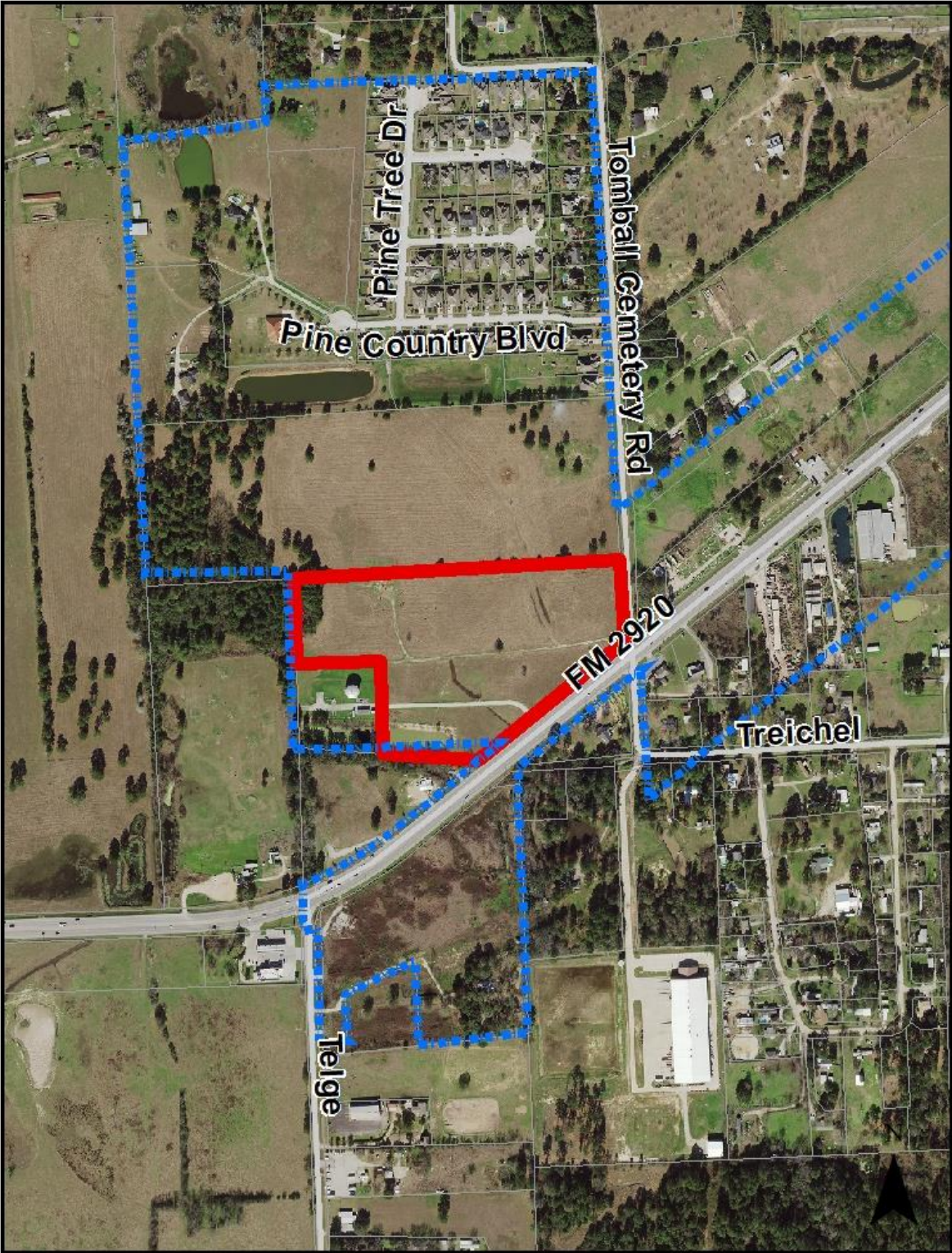


Exhibit "B"
Comprehensive Plan

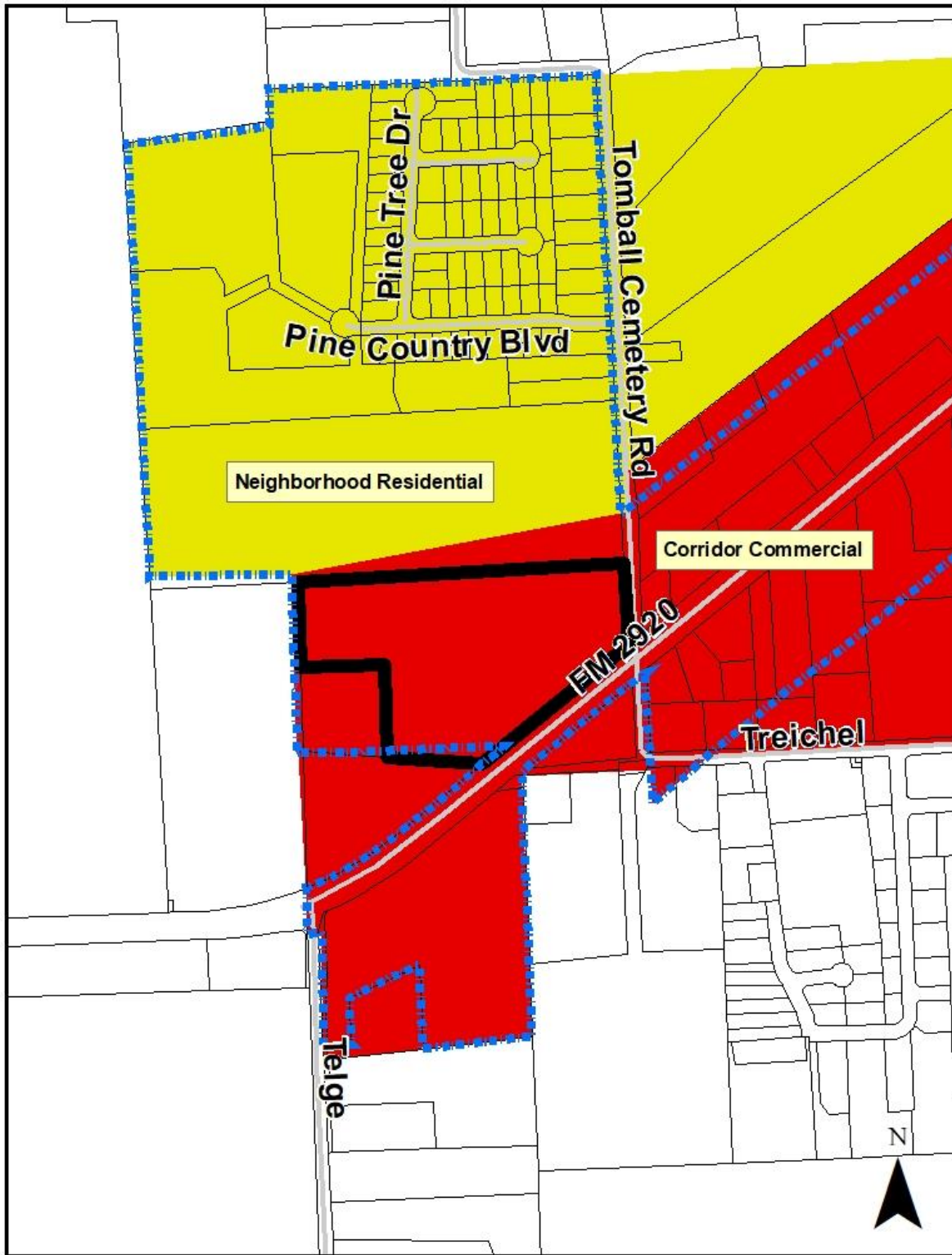
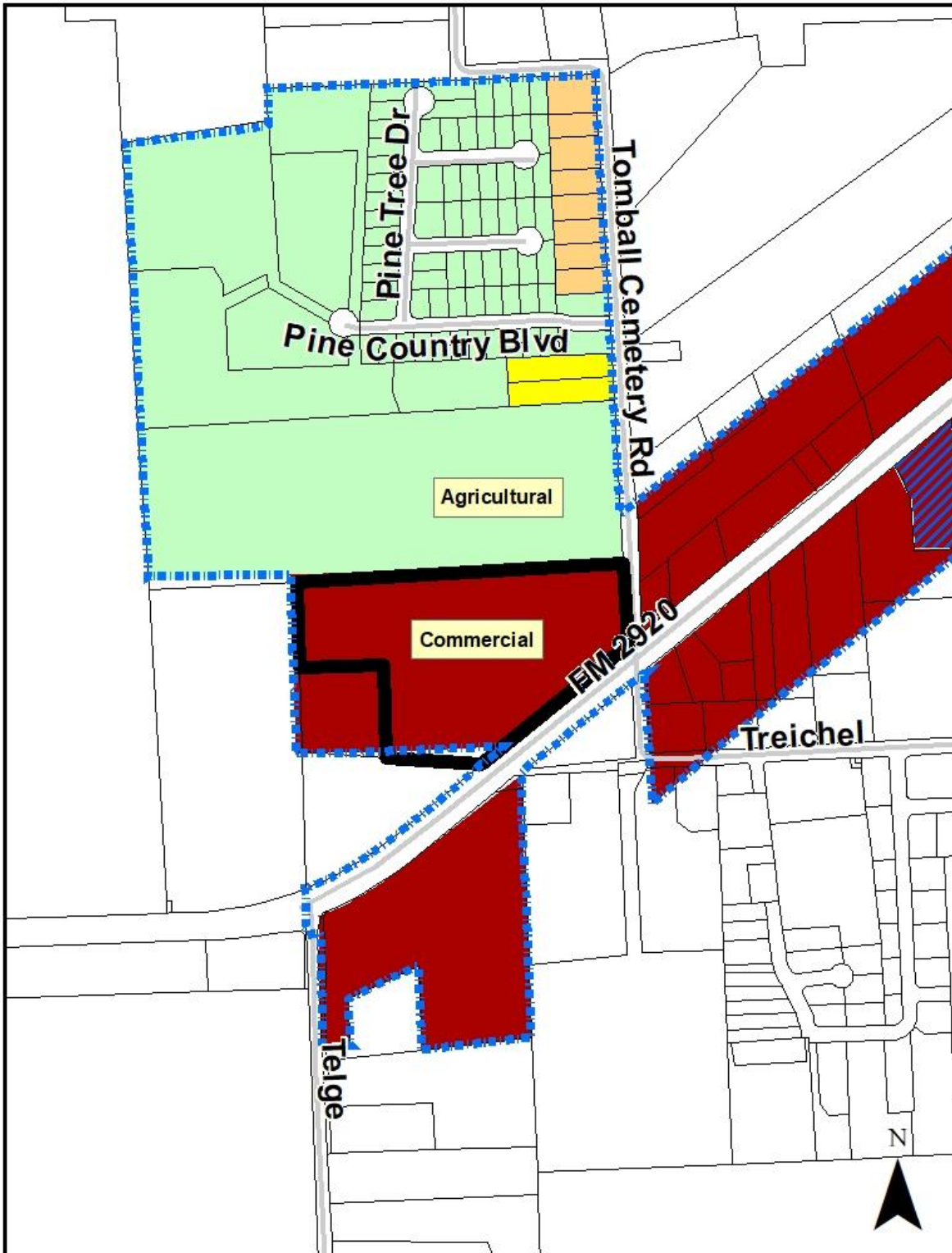


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Google image Sep. 2019

Exhibit "E"
Planned Development Application, Regulations, Concept Plan, PowerPoint presentation



RECEIVED (KC)
09/14/2021

Revised 5/19/15
P&Z #21-352
\$1,000 PD

**APPLICATION FOR
PLANNED DEVELOPMENT**
Community Development Department
Planning Division

The PD, Planned Development, district is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multi-family, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts.

No planned development shall be established and no building permit shall be issued for any use designated as a Planned Development within any zoning district until a Planned Development is approved and issued in accordance with the provisions of the Zoning Ordinance and Concept Plan.

The minimum acreage for a planned development request shall be four (4) acres.

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

Applicant

Name: Creek Road / CTC Residential (ATTN: Tolu Akindele / Sean Ratterree) Title: Development Managers
Mailing Address: 2500 Wilcrest, Suite 300 City: Houston State: Texas
Zip: 77042
Phone: (832) 286-7829 Fax: () Email: teakindele@creek-rd.com

Owner

Name: FM 2920 TC Road, LLC (ATTN: Shan Patel / Ford Scott) Title: Managers
Mailing Address: 3725 E. League City Parkway, Suite 250 City: League City State: Texas
Zip: 77573
Phone: (281) 816-6554 Fax: () Email: fscott@capitalretailproperties.com

Engineer/Surveyor (if applicable)

Name: Everything In Christ Surveying Company (ATTN: Craig A. Laney) Title: Land Surveyor
Mailing Address: 12345 Jones Road, Suite 270 City: Houston State: Texas
Zip: 77070
Phone: (281) 955-2772 Fax: (281) 955-6678 Email: craig.laney@eicsurveying.com

Description of Proposed Project: market-rate, luxury multi-housing community

Physical Location of Property: north-west corner of the intersection of FM 2920 and Tomball Cemetery Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS 1B & 2C ABST 311 C GOODRICH
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]


HCAD Identification Number: 0421810000177 Acreage: 18.0487

Current Use of Property: Vacant Land - Ag Exempt

Proposed Use of Property: Planned Development - Market Rate, Luxury Multi-Housing Community

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		9/1/21
	Signature of Applicant	Date
X		9/1/21
	Signature of Owner	Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be delivered to the City at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- ☒ **Completed application form**
- ☐ ***Copy of Recorded/Final Plat**
- ☒ **Check for \$1,000.00 (Non-Refundable)**
- ☒ **Detailed letter stating reason for request and issues relating to request**
- ☒ **Metes & Bounds of property**
- ☒ **Detailed Concept/Site Plan**
- ☒ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

Legal Description and Metes and Bounds for 15800 FM 2920 Tomball, Tx

All that certain tract or parcel containing 18.049 acres of land out of that certain call 21.001 acre tract of land situated in the Chauncey Goodrich Survey, A-311, in Harris County, Texas, said 21.001 acre tract being that same tract as described in

STEWART TITLE

a Deed filed for record under Harris County Clerk's File No. U-682638, Real Property Records of Harris County, Texas; said 18.0487 being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with Tony Swonke cap (found) in the West right-of-way line of Tomball Cemetery Road, (60.00 feet in width), marking the Southeast corner of that certain call 31.159 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. V-256093, the Northeast corner of said 21.001 acre tract of land and the Northeast corner of the herein described 18.049 acre tract of land;

THENCE S 00°58'38" E, (call S 00°58'05" E), a distance of 340.12 feet to a 5/8" iron rod with Tony Swonke cap (found) marking the intersection of the West right-of-way line of said Tomball Cemetery Road with the Northwest right-of-way line of F. M. 2920, (120.00 feet in width), the Easterly-Southeast corner of said 21.001 acre tract of land and the Easterly-Southeast corner of the herein described 18.049 acre tract of land;

THENCE S 53°02'00" W, a distance of 783.46 feet along the Northwest right-of-way line of said F. M. 2920 and the Southeast line of said 21.001 acre tract of land to a 5/8" iron rod with EIC cap (found) marking the Southerly-Southeast corner of said 21.001 acre tract of land, the Northeast corner of that certain call 0.636 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. U-761658 and the Northeast corner of that certain call 1.187 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. U-620508 and the Southerly-Southeast corner of the herein described 18.049 acre tract of land;

THENCE N 83°50'17" W, a distance of 397.05 feet along the common line of said 0.636 acre, said 1.187 acre and said 21.001 acre tracts of land to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of that certain call 2.952 acre tract of land known as Tract 1 as described in a deed filed for record under Harris County Clerk's File No. 20090443955 and the Southerly-Southwest corner of the herein described 18.049 acre tract of land;

THENCE N 00°30'44" E, (call N 00°31'48" E), a distance of 384.78 feet along the East line of said Tract 1 to a 5/8" iron rod with EIC cap (set) marking the Northeast corner of said Tract 1 and an interior corner of the herein described 18.049 acre tract of land;

THENCE N 89°30'47" W, (call N 89°28'12" W), a distance of 350.00 feet along the North line of said tract 1 to a 5/8" iron rod with EIC cap (set) in the West line of said Chauncey Goodrich Survey, the West line of said 21.001 acre tract of land, the East line of the John Edwards Survey, A-20 in said Harris County, Texas and the East line of that certain call 18.7500 acre residue of that certain call 130.971 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. T-469927 marking the Northwest corner of said Tract 1

and the Westerly- Southwest corner of the herein described 18.049 acre tract of land;

THENCE N 00°30'15" E, a distance of 357.09 feet along the common line of said Chauncey Goodrich Survey, said 21.001 acre tract of land, said John Edwards Survey and said 18.7500 acre residue tract of land to a 5/8" iron rod with Tony Swonke cap (found) in the South line of said 31.159 acre tract of land marking the Northwest corner of said 21.001 acre tract of land, the Northeast corner of said 18.7500 acre residue tract of land and the Northwest corner of the herein described 18.049 acre tract of land;

THENCE N 88°59'50" E, a distance of 1,358.48 feet, (call 1,358.53 feet), along the common line of said 21.001 acre and said 31.159 acre tracts of land to the POINT OF BEGINNING and containing 18.049 acres of land.

August 4, 2021

Mr. Craig Meyers, PE, CFM

Community Development Director

City of Tomball

501 James Street

Tomball, TX 77375

RE: Planned Development ("PD") Application for the property located at 15800 FM 2920 Tomball, TX 77377 ("Property" or "Site")

Dear Mr. Meyers:

Creek Road and CTC Residential (jointly "Applicants") would like to formally request the City of Tomball consider and review the attached Planned Development ("PD") Application for the 18.05-acre property located at 15800 FM 2920 Tomball, Texas.

As reflected in the City of Tomball Zoning Map, the Property is zoned C – Commercial District. On October 7, 2019, the City of Tomball adopted the Final Comprehensive Report as presented by Halff Associates, Inc. In this report, on page 63, the Site is classified as "Corridor Commercial" as it pertains to Tomball Future Land Use Plan. And on page 70, under the Corridor Commercial section, appropriate uses include multifamily. The application proposes the current zoning designation be revised to a Planned Development District, consisting of market-rate, luxury multifamily land use with specified regulations. This Property will welcome both residents and visitors into Tomball, as it is situated at the west entrance of the city. Based on our analysis and review of the City of Tomball's goals as it relates to its continued growth to keep up with the demand in housing for young professionals and working population, we believe this is the highest and best use of this Property given its proximity to retail/shopping, schools and access to major throughfares.

Please feel free to contact us with any questions regarding the attached application. Thank you for your review and consideration.

Sincerely,



Tolu E. Akindele



Sean C. Ratterree

PROPOSED PLANNED DEVELOPMENT MULTI FAMILY

Permitted Uses:

- Any use permitted in the Multi-Family Residential District, MF

Height Regulations:

- Maximum Height: Main Buildings -Three (3) stories, not to exceed forty-five (45) feet
- Maximum Height: Accessory Buildings - One (1) story, not to exceed fifteen (15) feet
- Maximum Height: Club House - One (1) Story

Area Regulations:

- Maximum Dwelling Units: Not to exceed three hundred sixty (360) dwelling units
- Lot Area: 18.049 acres

Setback Regulations:

- Minimum Front Building Setback: Thirty-five (35) feet
- Minimum Side Building Setback: Minimum of Fifteen (15) feet, twenty-five (25) feet when adjacent to property zoned for single family residential, twenty-five (25) feet when adjacent to an arterial street, fifteen (15) feet when adjacent to a non-arterial street
- Minimum Rear Setback: Main Building - Minimum of fifteen (15) feet, sixty (60) feet when adjacent to single family, duplex (two family), patio home or single family attached district
- Minimum Rear Setback: Accessory Building - Minimum of fifteen (15) feet, thirty (30) feet when adjacent to single family, duplex (two family), patio home or single family attached district

Building Requirements:

- Minimum Building Separation -1-story building: Fifteen (15) feet for buildings without openings, twenty (20) feet for building with openings
- Minimum Building Separation - 2-story building: Twenty (20) feet for building without openings, thirty (30) feet for buildings with openings
- Minimum Building Separation - Over 2-story building: Thirty-five (35) feet or as required by the adopted building code, whichever is greater
- Minimum Building Separation - Between Main Building and Accessory Building: Ten (10) feet or as required by the adopted building code, whichever is greater
- Minimum Floor Area Per Dwelling Unit – Efficiency Unit: Five hundred seventy-five (575) square feet
- Minimum Floor Area Per Dwelling Unit - One Bedroom: Six hundred fifty (650) square feet
- Minimum Floor Area Per Dwelling Unit -Two Bedroom: Nine hundred and fifty (950) square feet

Lot requirements:

- Maximum Lot Coverage: Fifty percent (50%) total, including main and accessory buildings, pools, ponds. (does not include paving or carports).
- Screening: Per section 50-115 of the Tomball Code of Ordinances. All refuse containers shall be screened, a six-foot solid fence, wall or opaque screening device is required on the side adjacent to a single-family zoned property.
- Parking:
 - A. One and three-fourths (1.75) parking spaces for each one-bedroom unit
 - B. Two (2) parking spaces for each two-bedroom unit
- Landscape: Per Section 50-113 of the Tomball Code of Ordinances
- Green Space/Recreational Areas – A Minimum of 20% of the gross platted area shall be open green space and common recreational areas. This area will include underground irrigation systems and continuous maintenance will be provided.

Additional Requirements:

- Fire easement accessibility, fire sprinkler system, walkways, building length, oversized parking areas, signage, lighting, gated/secured entrances, streets, or driveways per Section 50-73 of the Tomball Code of Ordinances









PRIVATE BACKYARD
space for 1st floor
tenants

COURTYARD #1

COURTYARD #2
with Hammock
Gardens

POOL AMENITIES

CLUB HOUSE
with leasing, fitness,
parcel lockers,
billiards area, etc.

Tomball
Cemetery
Road

EXIT and
EMERGENCY
ENTRANCE

Shade
tree

F.M
2920

Gated Vehicle
Entrance with
EZ tag reader

MAIN
Entrance

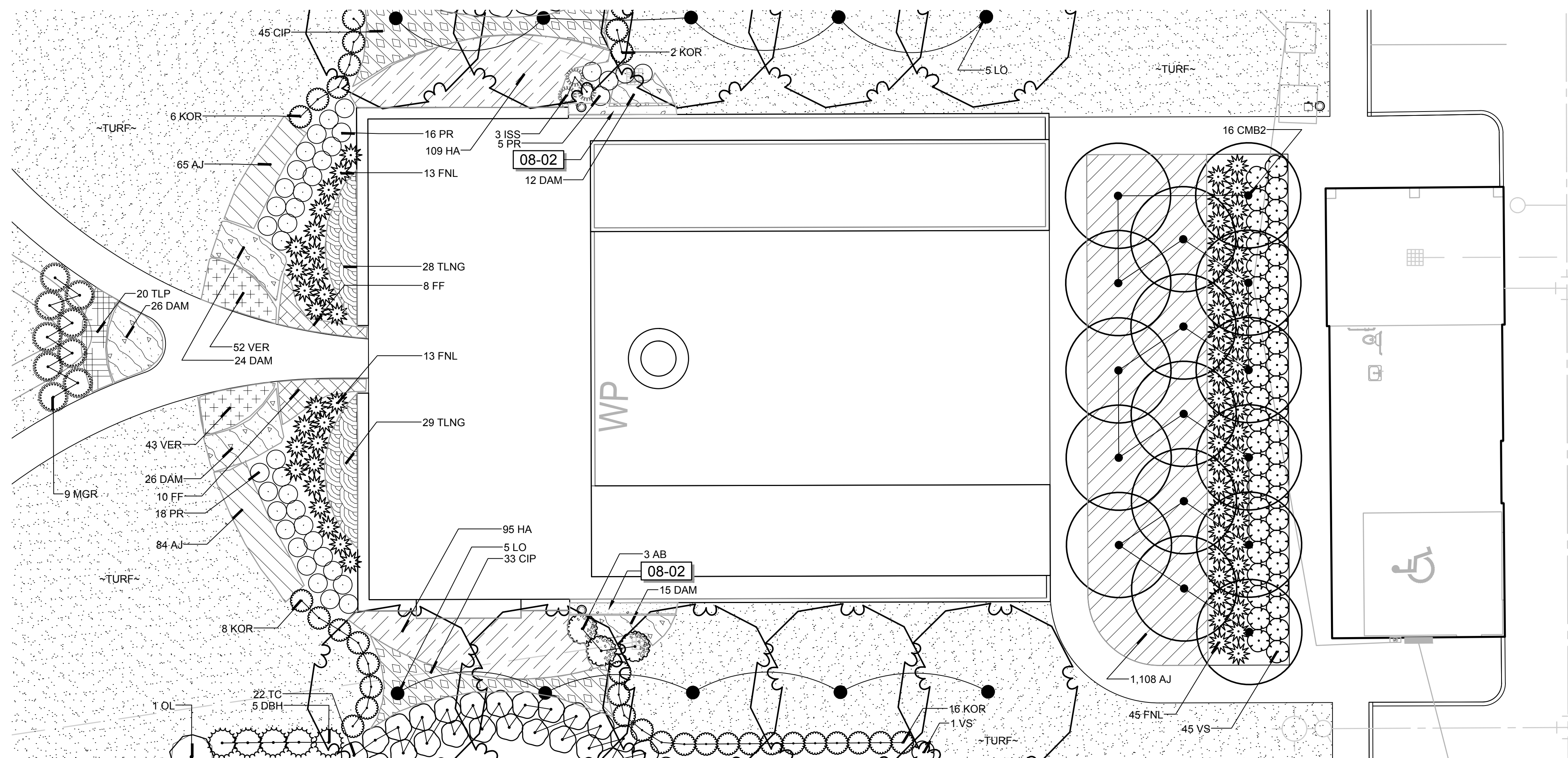
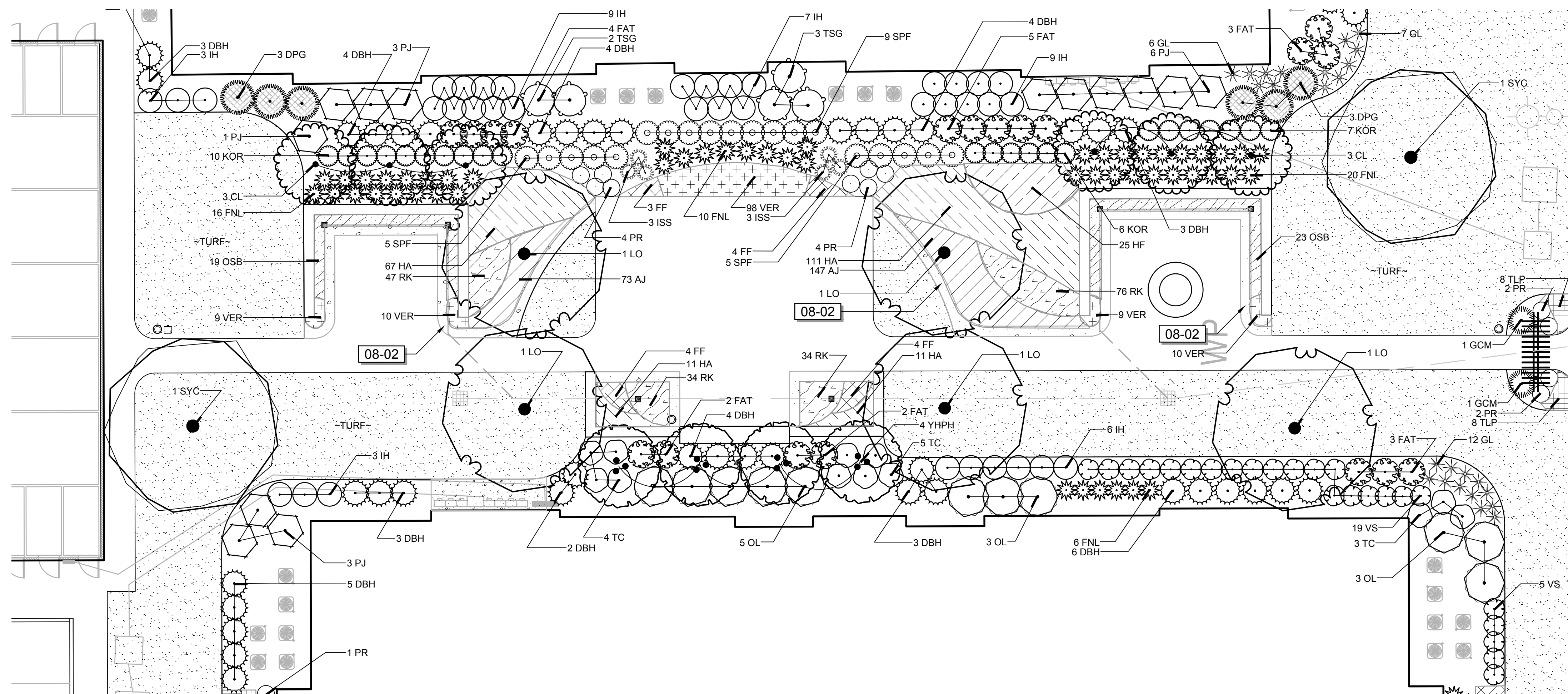
"Welcome
to Tomball"
monument

Walking trail

AESTHETICALLY
ENHANCED
DETENTION POND
Park Amenities

18' wide access to
CITY WATER
WELL FACILITY

BOTH LARGE &
SMALL DOGPARK



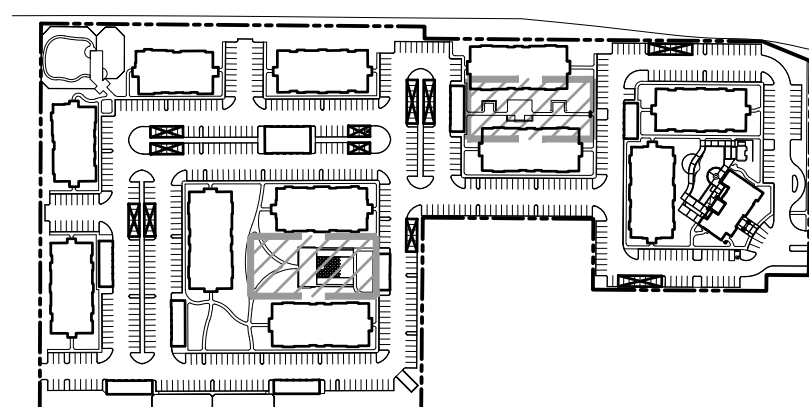
PLANT SCHEDULE	
TREES	COMMON NAME
BC	BALD CYPRESS
CE	CEDAR ELM
CL	BRIGHT 'N TIGHT CAROLINA LAUREL
CMB	PINK FLOWERING CRAPE MYRTLE
CMB2	PINK FLOWERING CRAPE MYRTLE
CM	LAVENDER CRAPE MYRTLE
CMW	WHITE CRAPE MYRTLE
CMW2	WHITE CRAPE MYRTLE
LO	LIVE OAK
LP	LOBLOLLY PINE
MP	MEXICAN PLUM
RBI	RIVER BIRCH MULTI-TRUNK
SO	SHUMARD RED OAK
SYC	MEXICAN SYCAMORE
VIT	VITEX
YH	YAUPON HOLLY
YHPH	PRIDE OF HOUSTON YAUPON
SHRUBS	COMMON NAME
AB	AMERICAN BEAUTYBERRY
AZ	FORMOSA AZALEA
DBH	DWARF BURFORD HOLLY
FAT	JAPANESE FATSIA
FNL	FORTNIGHT LILY
FNL2	FORTNIGHT LILY
GL	GIANT LIRIOPE
GL2	GIANT LIRIOPE
IH	INDIAN HAWTHORN
ISS	INDIGO SPIRES
KOR	KNOCKOUT ROSE
OL	OLEANDER
PA	PINK ABELIA
PJ	PRIMROSE JASMINE
PR	PROSTRATE ROSEMARY
SPF	SIZZLING PINK FRINGE FLOWER
TC	TURK'S CAP
TSC	COMPACT TEXAS RANGER
TSG	GREEN CLOUD TEXAS RANGER
VS	VIRGINIA SWEETSPIRE

GRASSES	COMMON NAME
DPG	DWARF PAMPAS GRASS
GCM	GULF COAST MUHLY
MGR	MAIDEN GRASS

GROUND COVERS	COMMON NAME
AJ	ASIAN JASMINE
CIP	CAST IRON PLANT
DAM	DAMIANITA
EI	NEEDLEPOINT ENGLISH IVY
FF	FOXTAIL FERN
HA	JAPANESE FOREST GRASS
HC	CAROLINE CORAL BELLS
HF	HOLLY FERN
LE	LAMB'S EAR
LIR	LIRIOPE 'BIG BLUE'
MH	MEXICAN HEATHER
OSB	ORANGE STALKED BULBINE
PER	PERIWINKLE
PM	PEPPERMINT
RK	DWARF KATIE RUELLIA
SC	SEASONAL COLOR
SGV	VARIEGATED SHELL GINGER
TLNG	TRAILING LANTANA 'NEW GOLD'
TLP	TRAILING LANTANA 'PURPLE'
VER	VERBENA

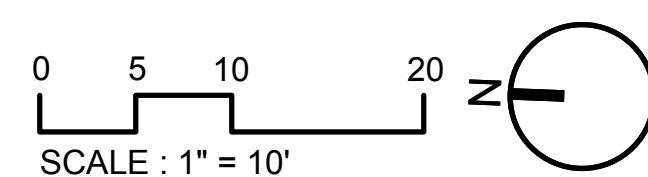
SOD/SEED	COMMON NAME
TURF	BERMUDA GRASS

NOTE: REFER TO FULL PLANT SCHEDULE ON SHEET L5.7



KEYMAP

NTS



INVESTWELL
ARCHITECTS, LLC

Designs for Life
24275 KATY FREEWAY SUITE 400
KATY, TX 77094
346-387-7777

**STUDIO
AVID**

**LANDSCAPE
ARCHITECTURE**

5046 FM 2920 Rd., #260
Spring, Texas 77379
phone: 281.796.4508
fax: 281.796.4509

PROJECT NAME
FRANZ RD APTS
FRANZ ROAD, KATY, TX
CLIENT:
INSITE COMMERCIAL REAL ESTATE
KATY, TX 77494

[illegible]

DATE	06/21/19
ISSUE	FOR CONSTRUCTION
PROJECT NUMBER	19246
DRAWN BY	KD

SHEET TITLE

**ENLARGED
PLANTING PLAN**

SHEET NUMBER

L5.6



Information Received on 9-24-21

Target Market | Price Point Analysis

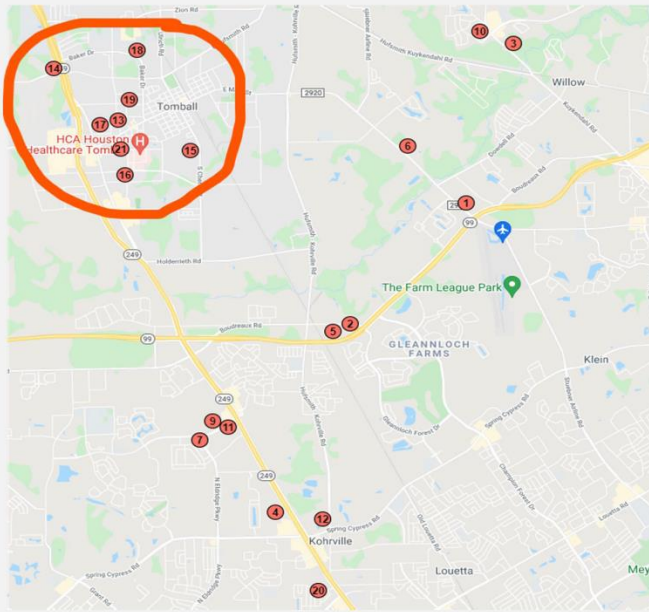
Property Name	Proposed Project	Stone Loch	SYNC at Spring Cypress	Avenue at Northpointe	Camden Northpointe
Address	15800 FM 2920 Rd	10923 Boudreaux Rd	22803 Tomball Pky	11740 Northpointe Blvd	11743 Northpointe Blvd
Yr. Built	2023	2020	2016	2013	2007
No. of Units	360	384	328	280	384
Avg. SF	883	1,100	1,050	1,152	940
Land Size	18.05	12.76	14.71	21.66	16.05
ISD Zoning	Tomball	Klein	Tomball	Tomball	Tomball
<u>Avg. 1 Bed (SF)</u>	725	797	795	848	764
Rent/month	\$1,175	\$1,150	\$1,100	\$1,275	\$1,150
Rent per SF	\$1.62	\$1.44	\$1.38	\$1.50	\$1.51
Income Requirement	\$42,300	\$41,400	\$39,600	\$45,900	\$41,400
<u>Avg. 2 Bed (SF)</u>	1,100	1,250	1,152	1,295	1,125
Rent/month	\$1,700	\$1,525	\$1,440	\$1,740	\$1,685
Rent per SF	\$1.55	\$1.22	\$1.25	\$1.34	\$1.50
Income Requirement	\$61,200	\$54,900	\$51,840	\$62,640	\$60,660

**Presented data is provided by third-party real estate analytics firm and subject to market changes*

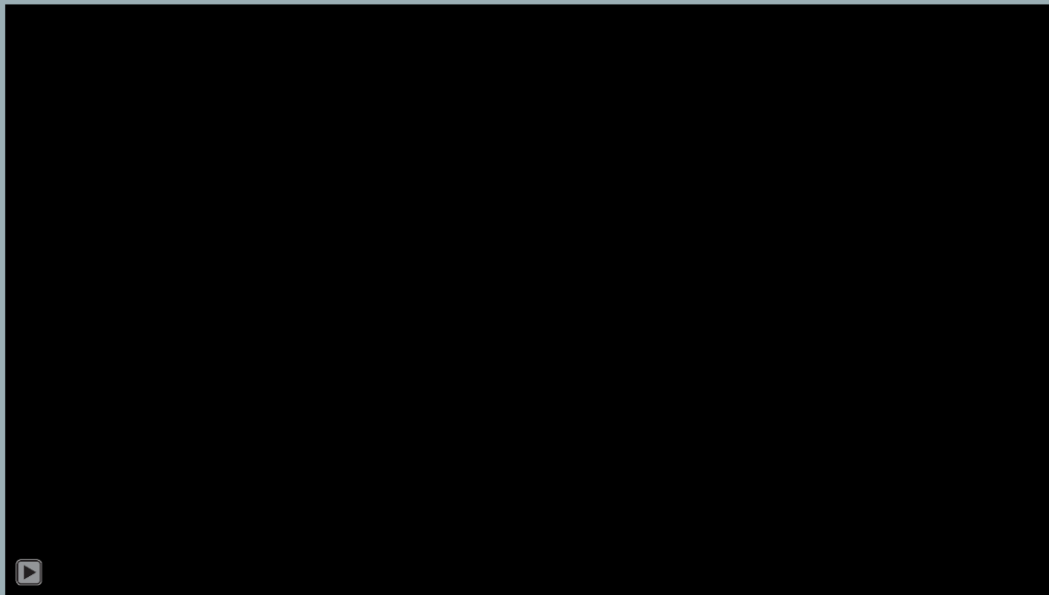
Colored Site Plan with Labels (Option 2)



Comparative Market Map/Designs



Rendering Visualization



Comparative Market Designs



Site Plan Summaries

OPTION 1:

- This option currently displays parking of 2.18 stalls per dwelling unit
- Greenspace coverage of 46.7%
- Lot coverage of 31.7%
 - To note, the MF maximum allows for 50%....we are significantly below this requirement based on the definition in the ordinance.

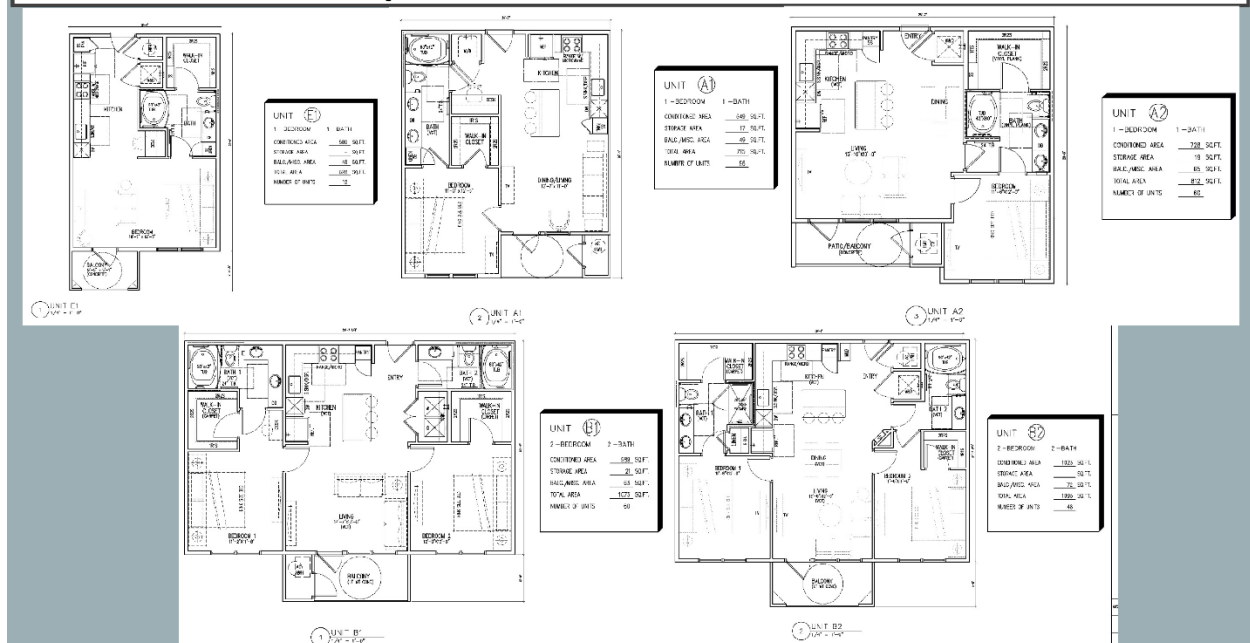
OPTION 2:

- This option currently displays parking of 1.95 stalls per dwelling unit
- Greenspace coverage of 50.83%
- Lot coverage of 31.7%
 - To note, the MF maximum allows for 50%....we are significantly below this requirement based on the definition in the ordinance.
- Per our PD request - Parking at 1.75 stalls for 1-bed and 2 stalls for 2-bed
 - 70/30 mix – 1.82 stalls/unit
 - 65/35 mix – 1.84 stalls/unit
 - 60/40 mix – 1.85 stalls/unit

Parking compared to nearby markets:

- San Antonio: Minimum 1.5 stalls/unit and Max of 2 stalls/unit
 - Max parking per unit to promote green space
- City of Houston: 1.7 stalls per unit minimum

Unit Floor Plans/Layout



QUESTIONS/FEEDBACK?



Additional Superior Interior Photos



Superior Exterior/Greenspace/Amenities



- Masonry and Paint scheme to match the character and architecture of new homes in the area
- Masonry and Hardie veneer for quality and durability
- All masonry on the Club House
- Fencing around the entire property for privacy and security with enhanced designs on the frontage
- Pool with in-water lounge chairs
- Poolside pavilion with BBQ grills
- Pergola Hammock Gardens
- Car/Dog Wash station
- Manicured and lush landscaped walking trail around pond, north and east side of the property
- Bocce Ball Courts
- 24/7 Fitness Center
- Parcel Lockers
- Valet trash and recycling services
- Eco-friendly double paned windows
- Billiards Area
- Large and small dog park
- Keyless entry
- **Controlled Access for vehicle entry/exits with EZ tag reader system**
- **Large private fenced in yards for residence living on the 1st floor**

Gateway to Home Ownership

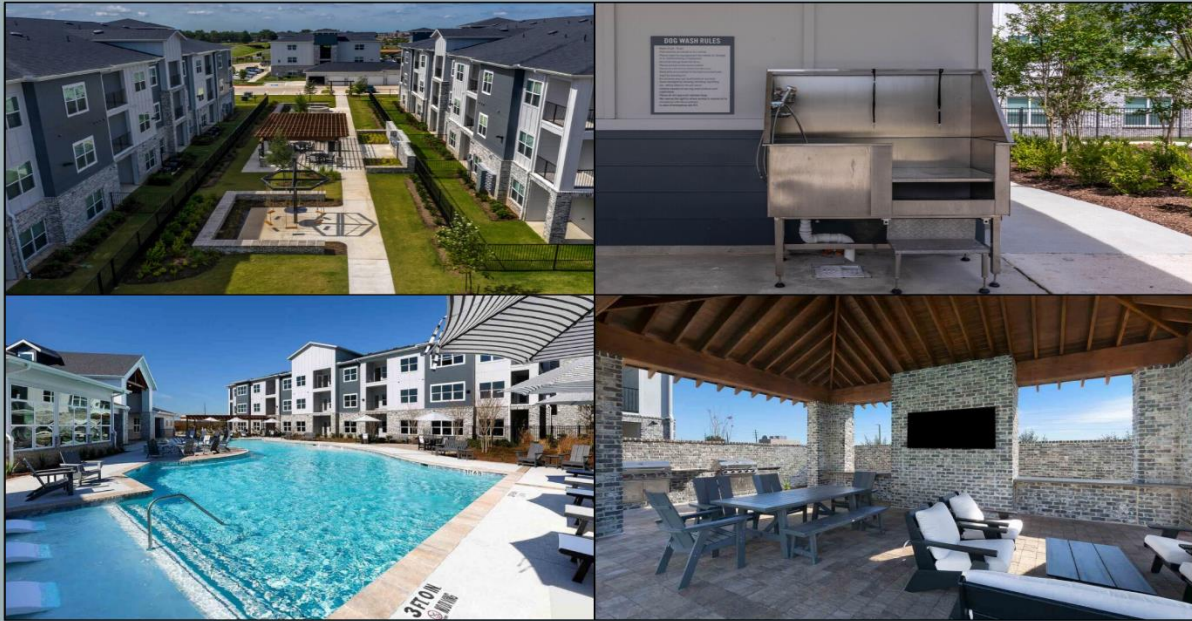
	<u>Rent</u>	<u>Own</u>
Annual Income		\$60,000
Purchase Price	-	\$300,000
Deposit/Down Payment	\$1,385	\$60,000
Other Closing Costs	\$100	\$7,500
Living Area	883	1,800
<u>Monthly Estimates</u>		
Monthly Payment*	\$1,385	\$1,111
Taxes	-	\$431
Insurance	\$25	\$120
Warranty	-	\$100
Repair Maintenance Reserves	-	\$100
Utilities	\$235	\$515
<i>Electricity</i>	90	130
<i>Internet/Cable</i>	80	110
<i>Water/Sewer</i>	40	50
<i>Gas</i>	25	50
<i>Landscaping</i>	-	75
<i>HOA Fee</i>	-	100
Total Monthly Cost	\$1,645	\$2,377
Income Requirement	\$50,000	\$86,000
\$ Due - Lease Buy	\$1,485	\$67,500

*Payment for "Own" scenario using 20% Down Payment, 3.5% Rate & 30-Year Mortgage

Colored Site Plan with Labels (Option 1)



Superior Exterior/Amenities/Greenspace from previous projects

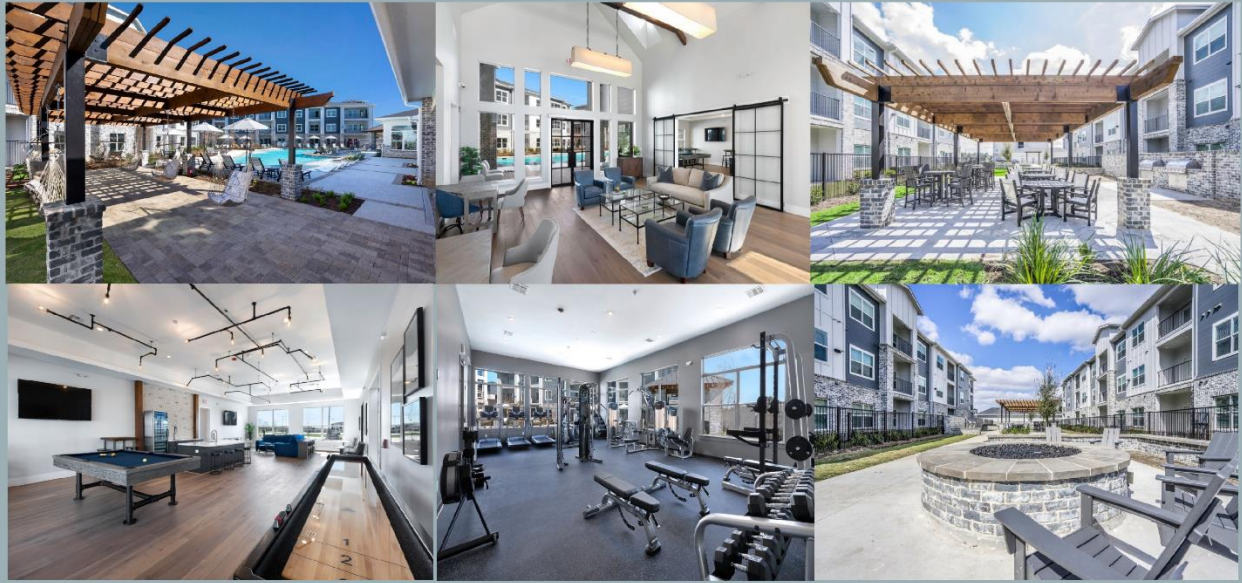


Superior Interior Designs/Features/Layouts



- Full size washer & dryer
- **Oversized patios/balconies**
- **Quartz countertops**
- **Stainless steel appliances**
- Oversized islands
- Modern tile backsplashes
- Frameless glass mirrors
- **Handmade undermount kitchen sinks**
- **Eco-friendly double paned windows**
- Large walk-in closets with metal hanging rods
- Modern 2" faux wood blinds
- Backlit LED Mirrors
- **Soft close hinges and drawer slides**
- **Built-in trash drawers in all kitchens**
- Trash valet included
- Plywood cabinets painted/stained on the inside
- Dual vanities
- Crown molding at all upper cabinets
- Stained/painted islands on the backside
- Tile floors in the bathrooms
- **Extra sound proofing in all units**

Superior Exterior/Amenities/Greenspace from previous projects



City of Tomball | Tomball ISD – Additional Revenue

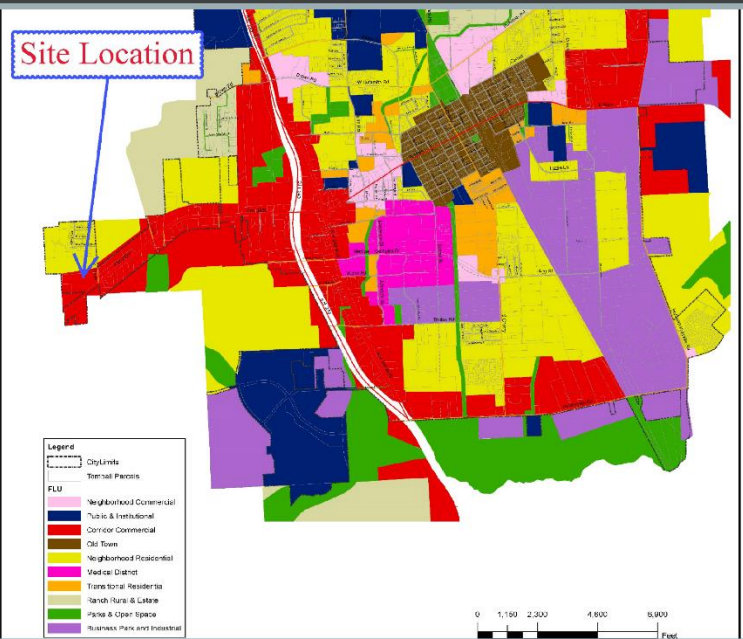
Unit Count	360	
<u>Tax Jurisdiction</u>	<u>2020 Mill Rate</u>	<u>Tax Obligation</u>
Tomball ISD	1.290000	\$534,060
Harris County	0.391160	\$161,940
Harris County Flood Control Dist.	0.031420	\$13,008
Port of Houston Authority	0.009910	\$4,103
Harris County Hospital District	0.166710	\$69,018
Harris County Dept. of Education	0.004993	\$2,067
Lone Star College System	0.107800	\$44,629
City of Tomball*	0.337862	\$139,875
Emergency Service Dist #3	0.100000	\$41,400

**subject to change based on recent proposal of \$0.333339 per \$100 VA*



Planned Development Proposal for a 360-unit fine multi-housing community

Future Land Use Map



The Ideal Location for Fine Multifamily Homes



- Site is zoned “Corridor Commercial” on the Future Land Use Map
 - Corridor Commercial includes new “multifamily”
- Western edge of Tomball city limits
 - Current owners have a 1-story self-storage development planned.
 - We are ready to work with Tomball, gather for a charette-style discussion to make sure this planned development meets the city’s goals, provides best-in-class living option and makes a great first impression to people entering Tomball city limits.
- 2920 Frontage – Major thoroughfare that can handle new traffic.
- Site will serve as a buffer to heavy automobile traffic and low-density residential development to the North.
- Price point is ideal for young and mid-level professionals, including, but not limited to; teachers, health care workers, retail clerks, restaurant workers, police officers and firefighters.

Why Tomball? | Market Inventory

No.	Name	Address	City	Avg SF	ISD Zoning	Units	RBA	Bldgs. #	Yr. Built
1	Vantage at Tomball	9603 Dowdell Rd	Tomball	-	Klein	288	-	-	TBD
2	Stone Loch	10923 Boudreaux Rd	Tomball	1,107	Klein	384	425,088	12	2020
3	Everlee Apartments	23902 Kuykendahl Rd	Tomball	947	Klein	332	330,000	7	2016
4	SYNC at Spring Cypress	22803 Tomball Pky	Tomball	1,050	Tomball	328	351,343	3	2016
5	Landmark Grand Champion	11201 Boudreaux Rd	Tomball	1,026	Klein	360	222,000	15	2015
6	Willow Creek Apartments	9530 FM 2920 Rd	Tomball	881	Klein	228	207,662	11	2014
7	Oaks At Northpointe	12101 Northpointe Blvd	Tomball	963	Tomball	246	250,000	7	2014
8	The Preserve at Spring Creek	8627 Hufsmith Rd	Tomball	898	Klein	380	402,800	17	2014
9	Avenues at NorthPointe	11740 Northpointe Blvd	Tomball	1,152	Tomball	280	326,500	28	2013
10	Augusta Meadows	24215 Kuykendahl Rd	Tomball	868	Klein	264	233,293	11	2008
11	Camden Northpointe	11743 Northpointe Blvd	Tomball	941	Tomball	384	360,900	16	2007
12	The Cape	10810 Spring Cypress Rd	Tomball	769	Klein	228	177,104	11	2006
13	Fountains of Tomball	1011 Village Square Dr	Tomball	885	Tomball	160	141,584	8	1999
14	Park at Spring Creek	29807 Tomball Pky	Tomball	733	Tomball	252	199,479	17	1999
15	Crossings at Cherry	1100 S Cherry St	Tomball	1,123	Tomball	124	139,968	31	1998
16	Cobble Creek Apartments	920 Lawrence St	Tomball	781	Tomball	168	130,768	8	1984
17	Marymont Apartments	1515 Rudel Dr	Tomball	876	Tomball	128	118,004	11	1984
18	Oak Bend Place	915 Baker Dr	Tomball	890	Tomball	152	146,990	38	1984
19	Hickory Hill	1000 Hicks St	Tomball	709	Tomball	136	96,533	11	1983
20	Lakewood Apartments	11000 Gatesden Dr	Tomball	888	Tomball	256	227,216	19	1980
21	Bridgewater	1110 Graham Dr	Tomball	837	Tomball	206	287,000	17	1978
TOTAL/AVG						5,284			

November 2, 2021

Mr. Sean Ratterree
CTC Residential
854 Sprucewood Lane
Houston, Texas 77024

**RE: Traffic Impact Analysis: Proposed Tomball 360-Unit Multifamily Development
Northwest Corner, FM 2920 at Tomball Cemetery Road, Tomball, Texas**

Dear Mr. Ratterree:

This letter report presents the analysis and findings of a Traffic Impact Analysis performed by Voigt Associates, Inc. for a proposed 360-unit multifamily development located on the northwest corner of FM 2920 at Tomball Cemetery Road in Tomball, Texas. Exhibit A1 (attached in Appendix A) shows the project location. The proposed site plan is shown as Exhibit A2 (attached). Exhibit A3 shows the site layout on an aerial background, with proposed access points and access restrictions noted. This report is a brief technical memorandum of the results of the assessment and includes study findings and discussion.

Description of Development and Access

The proposed development consists of a 360-unit multifamily development. The analysis assumes the development will be completed in one phase, with construction planned to begin in late-2021 or early-2022 and ready for occupancy in late 2022 or early 2023.

The site features two proposed access driveways. The main, primary driveway is proposed to be located on FM 2920 about 470' west of Tomball Cemetery Road. A secondary, exit only driveway is located on Tomball Cemetery Road about 210' north of FM 2920. The site has about 780 feet of frontage on FM 2920 and 340' of frontage on Tomball Cemetery Road.

The site plan is conceptual in nature, but the main driveway is recommended to be at least 35' wide with 20' radii (but if divided 50' wide with 8' raised median and 20' radii). The secondary exit-only driveway is recommended to be 24' width with 15' radii.

There does not appear to be any sight distance restrictions at the proposed driveway locations on FM 2920 and Tomball Cemetery Road. Site engineers should ensure that sight triangles are not blocked with any signing, landscaping, or other structures at the site driveways.

Study Area and Land Use

A description of each of the major study roadways is as follows:

- Along the southern site frontage, FM 2920 is a five-lane undivided asphalt roadway with 12' wide travel lanes and a 10' paved shoulder. The roadway has two lanes in each direction of travel with center two-way left turn lane. The posted speed limit within the study area is 50 mph. Existing pavement condition and markings along the site frontage are in good condition. There is a TxDOT project to widen FM 2920 in the next five to ten years (CSJ 294-10-1028).

Mr. Sean Ratterree
November 2, 2021
Page 2

- Along the eastern site frontage, Tomball Cemetery Road is a two-lane asphalt roadway with 11' wide travel lanes. Tomball Cemetery Road is stop-controlled on approach to FM 2920.

The existing land use at the site is undeveloped land. Surrounding the site, the land use is large lot residential and agricultural in nature. Appendix E, attached, shows photographs of study area roadways near the proposed development site.

Data Collection

For this engineering study assessment, video-based turning movement counts were collected on Wednesday, October 13, 2021, from 6:00 AM to 7:00 PM at the intersection of FM 2920 at Tomball Cemetery Road/Treichel Road. A growth factor of 1% per year was used to estimate future traffic volumes for the build-out year of 2023 even though TxDOT counts on FM 2920 indicate a negative 5-year traffic growth rate of -3.1%. Exhibits A4 and A5 in Appendix A show the existing peak hour turning movement counts at each intersection included in the study. Exhibits A6 and A7 show the projected counts without development in the build-out year.

Trip Generation Projections and Trip Distribution

The Institute of Transportation Engineers' *Trip Generation Manual (11th Edition)* was used to estimate trips to the site using land use #221 – Multifamily Housing (Mid-Rise). The estimated trips generated by the development are shown in Table 1. Detailed calculations are found in Table C1 in Appendix C.

Table 1. Estimated New Trips for the Proposed Development.

Development Description	Weekday, 24-Hours	AM Peak Hour of Adjacent Roadway	PM Peak Hour of Adjacent Roadway
Multifamily (Mid-Rise)	1670 vehicles (835 entering / 835 exiting)	147 vehicles (34 entering / 113 exiting)	141 vehicles (86 entering / 55 exiting)

Trip distribution percentages for the development were assumed to be:

- 50% to/from the west via FM 2920;
- 48% to/from the east via FM 2920; and
- 2% to/from the north Tomball Cemetery Road.

Trip distribution details are provided in Exhibits A8 (AM Peak Hour) and A9 (PM peak hour) in Appendix A and Table C2 in Appendix C. New site trips are presented in Exhibits A10 and A11 and the estimated build-out year turning movement counts for the study area are shown in Exhibits A12 and A13 for AM and PM peak hours, respectively.

Level of Service (LOS) Analysis and Geometric Recommendations

This traffic impact analysis employed the macroscopic traffic simulation model Synchro 11. All simulations in this study represent the peak 15-minute time periods within any peak hour. The

Mr. Sean Ratterree
November 2, 2021
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results from the Synchro simulation give many measures of effectiveness (MOEs), but the most meaningful for this analysis were average vehicle delay and level of service. Table 2 presents the per-vehicle delay thresholds that define each level of service.

Table 2. LOS Thresholds for Signalized and Unsignalized Intersections.

Level of Service (LOS)	Signalized Intersections Control Delay Per Vehicle (sec/veh)	Unsignalized Intersections Control Delay Per Vehicle (sec/veh)
A	≤10	0-10
B	>10-20	>10-15
C	>20-35	>15-25
D	>35-55	>25-35
E	>55-80	>35-50
F	>80	>50

An explanation of the concept of level of service is that it is similar to grades in school – A is the best, F the worst. Level of service (LOS) is defined in terms of delay, which is a measure of driver discomfort, frustration, fuel consumption, and lost travel time. LOS at an intersection is directly related to the control delay value, which is the overall delay associated with traffic control at the intersection (e.g., a traffic signal or stop sign). The LOS thresholds are different for signalized intersections as compared to unsignalized intersections, primarily because drivers expect different levels of performance from distinct types of transportation facilities. The expectation is that a signalized intersection is designed to carry higher traffic volumes than a stop-controlled intersection. Thus, a higher level of control delay is acceptable at a signalized intersection for the same level of service. At a two-way stop-controlled intersection, LOS is defined for each minor movement, but not for the intersection as a whole. All traffic simulation output is presented in Appendix D.

The results of the simulation are shown below in Table 3. The project's driveways and study intersections are projected to experience acceptable levels of queue and delay, with LOS D or better expected in the AM and PM peak hours, which is an acceptable condition for suburban environments. No mitigation due to delays or queues appears to be required.

Voigt Associates, Inc.

Professional Traffic Engineers
Texas Registered Firm F-5333

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Table 3. Level of Service Analysis Results.

Intersection/Scenario	Analysis Method Reported	Traffic Control /Cycle Length (s)	AM Peak Hour										Overall Intersection Delay (s/v)	Overall Intersection LOS
			Eastbound		Westbound		Northbound		Southbound					
			Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS				
1. FM 2920 at Tomball Cemetery Road/Treichel Road														
2021 Existing	HCM 6TH	TWSC	--	--	--	--	21.6	C	18.3	C	21.6	C		
2023 Projected w/o Development	HCM 6TH	TWSC	--	--	--	--	22.0	C	18.6	C	22.0	C		
2023 Projected w/Development	HCM 6TH	TWSC	--	--	--	--	23.2	C	22.9	C	23.2	C		
2. FM 2920 at Main Site Driveway														
2023 Projected w/Development	HCM 6TH	OWSC	--	--	--	--	--	--	23.7	C	23.7	C		
3. Tomball Cemetery Road at Site Driveway (Exit Only)														
2023 Projected w/Development	HCM 6TH	OWSC	8.7	A	--	--	--	--	--	--	8.7	A		

Intersection/Scenario	Analysis Method Reported	Traffic Control /Cycle Length (s)	PM Peak Hour										Overall Intersection Delay (s/v)	Overall Intersection LOS
			Eastbound		Westbound		Northbound		Southbound					
			Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS	Approach Delay (s/v)	LOS				
1. FM 2920 at Tomball Cemetery Road/Treichel Road														
2021 Existing	HCM 6TH	TWSC	--	--	--	--	23.7	C	28.0	D	28.0	D		
2023 Projected w/o Development	HCM 6TH	TWSC	--	--	--	--	24.5	C	29.2	D	29.2	D		
2023 Projected w/Development	HCM 6TH	TWSC	--	--	--	--	25.4	D	33.9	D	33.9	D		
2. FM 2920 at Main Site Driveway														
2023 Projected w/Development	HCM 6TH	OWSC	--	--	--	--	--	--	29.1	D	29.1	D		
3. Tomball Cemetery Road at Site Driveway (Exit Only)														
2023 Projected w/Development	HCM 6TH	OWSC	8.5	A	--	--	--	--	--	--	8.5	A		
Signalized	TWSC - two-way stop control													

Turn Lane Warrants

The proposed main site driveway along FM 2920 was examined for the need for a right turn lane for the development using the Texas Department of Transportation (TxDOT) *Access Management Manual* (July 2011) and *Roadway Design Manual* (July 2020) guidelines. With projected peak hour westbound right turn volumes in the main site driveway of 18 (AM peak hour) and 45 (PM peak hour), the TxDOT 50 turns per hour threshold to warrant construction of a right turn lane is not met. No right turn lane will be required at the main site driveway on FM 2920.

Since FM 2920 has a center two-way left turn lane, a dedicated left turn for the site driveway is not required.

The site driveway to Tomball Cemetery Road is an exit only driveway, so there is no consideration of northbound left turn lane or southbound right turn lane at this driveway.

Traffic Signal Warrant

As part of this assessment, traffic signal warrants were examined for the intersection of FM 2920 at Tomball Cemetery Road and at FM 2920 at the proposed apartment driveway.

For existing conditions, no warrants for signalization would be met at FM 2920 at Tomball Cemetery Road. For projected conditions with development, no warrants for signalization would be met at FM 2920 at Tomball Cemetery Road. The recommended level of traffic control at FM 2920 at Tomball Cemetery Road is to retain the existing two-way stop control.

Voigt Associates, Inc.

Professional Traffic Engineers
Texas Registered Firm F-5333

Mr. Sean Ratterree
November 2, 2021
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For projected conditions with development at FM 2920 at the proposed apartment driveway, no warrants for signalization would be met. Signalization of either the Tomball Cemetery Road or apartment main driveway is recommended.


Conclusions & Discussion

The analysis investigated the site access, traffic control, and other improvements or operations issues that should be addressed as the development moves forward. The findings and overall recommendations to mitigate the impacts of the proposed multifamily development are as follows:

- Site access to FM 2920:
 - A westbound right turn lane is not warranted;
 - An eastbound left turn lane is provided by the existing two-way left turn lane;
 - The driveway should be stop-controlled on approach to FM 2920;
 - The site plan is conceptual in nature, but the main driveway is recommended to be at least 35' wide with 20' radii (but if divided 50' wide with 8' raised median and 20' radii).
- Site access to Tomball Cemetery Road:
 - This access is planned to be gated and exit-only;
 - A northbound left turn lane is not warranted;
 - A southbound right turn lane is not warranted;
 - The driveway should be stop-controlled on approach to Tomball Cemetery Road; and
 - The secondary exit-only driveway is recommended to be 24' width with 15' radii.
- The existing two-way stop control at FM 2920 and Tomball Cemetery Road is appropriate for existing and proposed conditions with development. A traffic signal is not warranted at this intersection.
- A traffic signal is not warranted at the proposed main site driveway on FM 2920.

Voigt Associates appreciates the opportunity to assist you with this project. If you have any questions about the analysis or the results of this report, please feel free to contact me at 832-264-0429.

Sincerely,



Anthony Voigt, P.E., PTOE
Principal

Attachments:

- Appendix A. Exhibits
- Appendix B. Traffic Data
- Appendix C. Trip Generation/Distribution Calculations
- Appendix D. Traffic Simulation Output
- Appendix E. Roadway Photographs



Appendix A. Exhibits

Exhibit A1.	Site Location Map
Exhibit A2.	Proposed Site Plan
Exhibit A3.	Proposed Site Plan on Aerial Background
Exhibit A4.	2021 AM Peak Hour Existing Traffic Volumes
Exhibit A5.	2021 PM Peak Hour Existing Traffic Volumes
Exhibit A6.	2023 AM Peak Hour Projected Traffic Volumes w/o Development
Exhibit A7.	2023 PM Peak Hour Projected Traffic Volumes w/o Development
Exhibit A8.	Trip Distribution Percentages – AM Peak Hour
Exhibit A9.	Trip Distribution Percentages – PM Peak Hour
Exhibit A10.	AM Peak Hour New Site Trips
Exhibit A11.	PM Peak Hour New Site Trips
Exhibit A12.	2023 AM Peak Hour Projected Traffic Volumes w/Development
Exhibit A13.	2023 PM Peak Hour Projected Traffic Volumes w/Development



Exhibit A1. Site Location Map – Regional Aerial.

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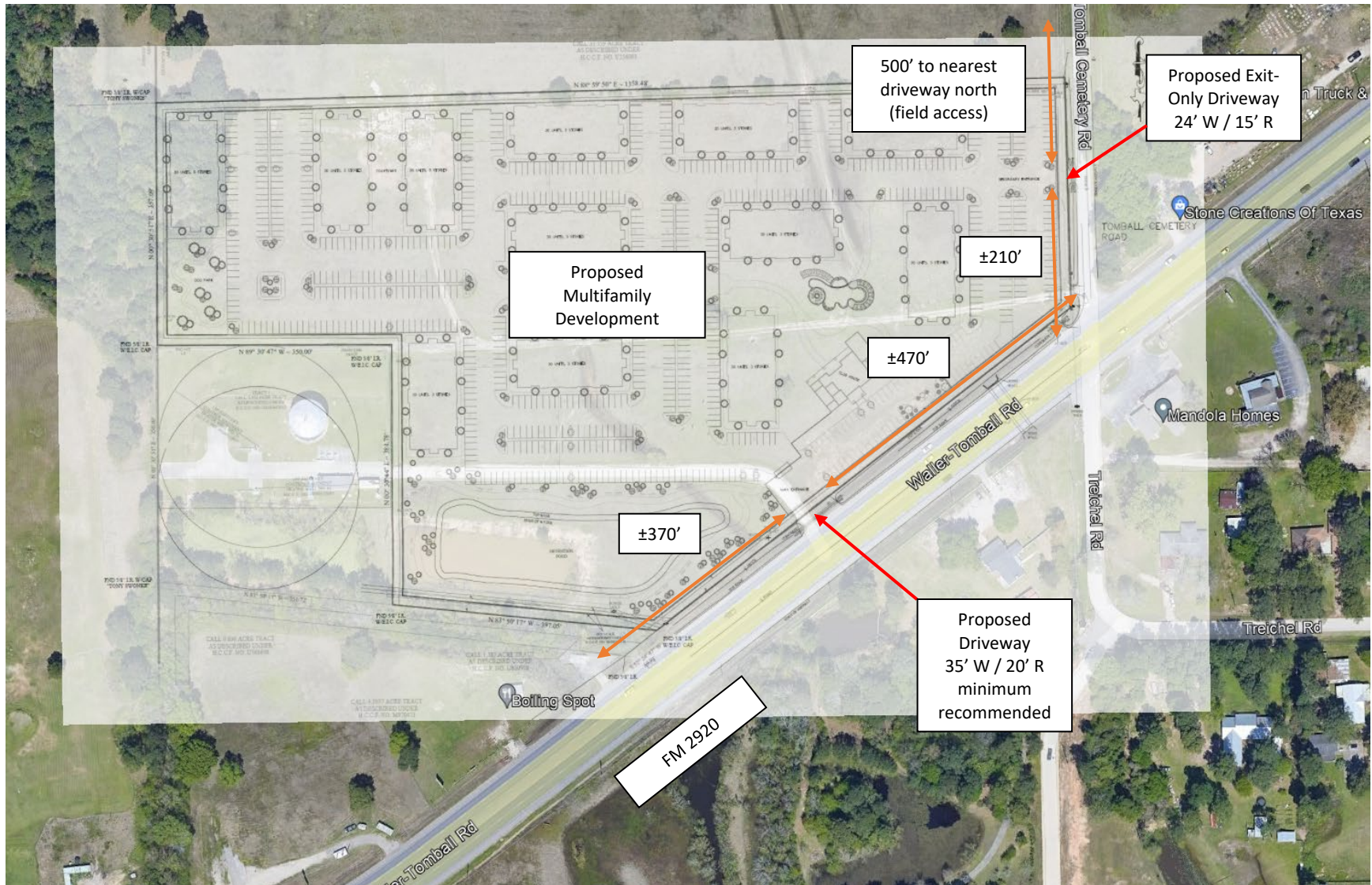
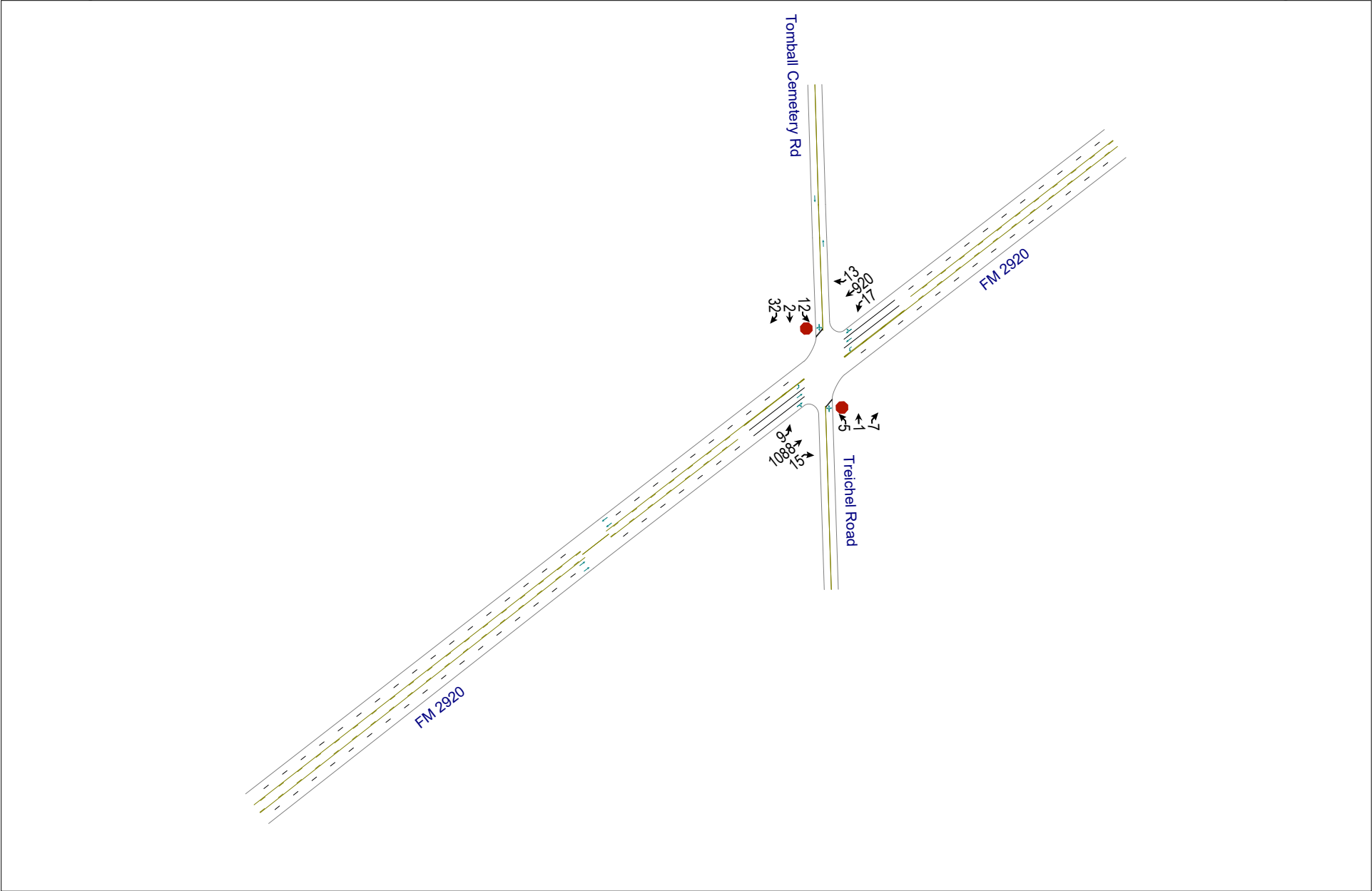
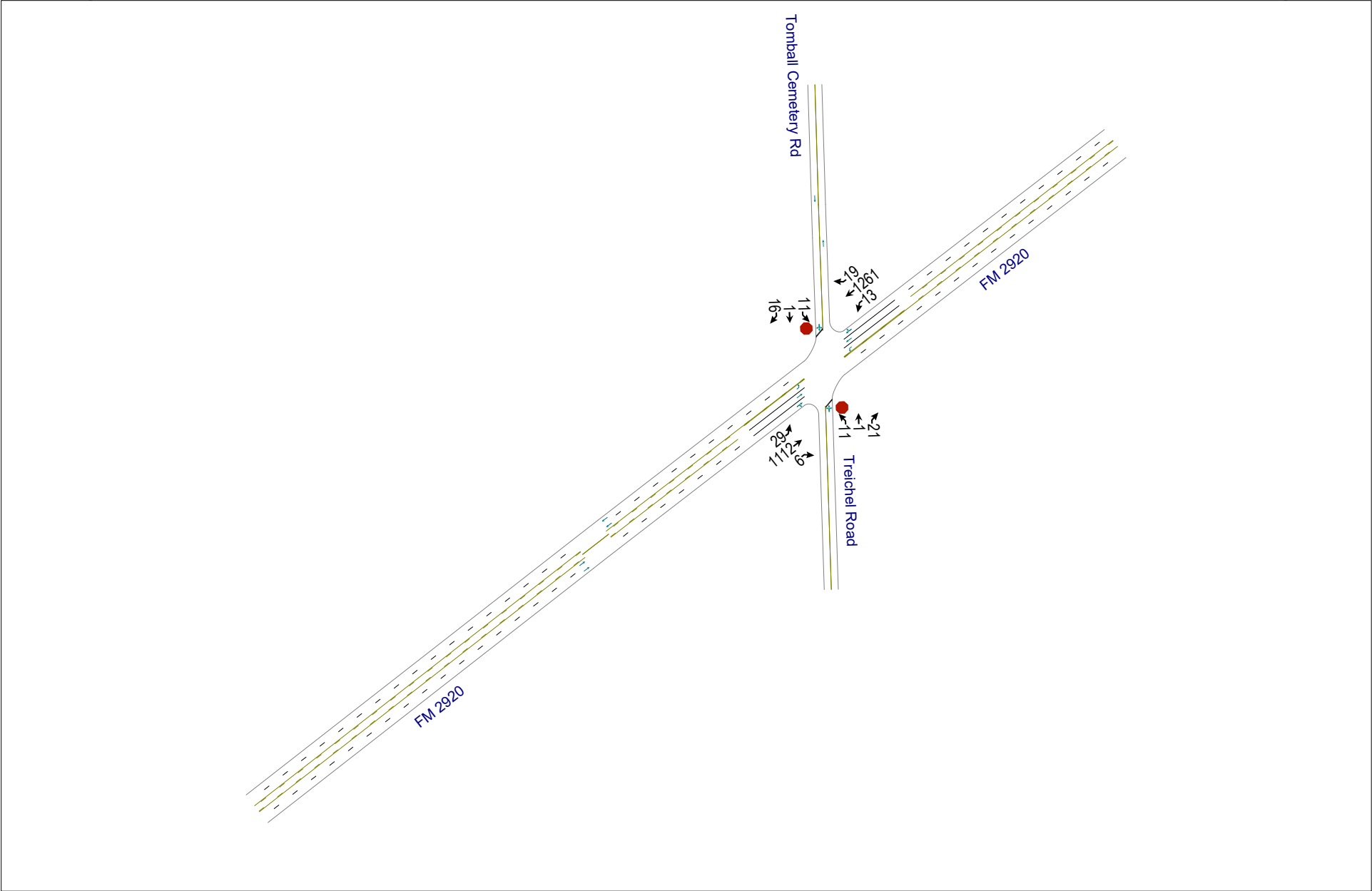


Exhibit A3. Proposed Site Layout on Aerial Background.

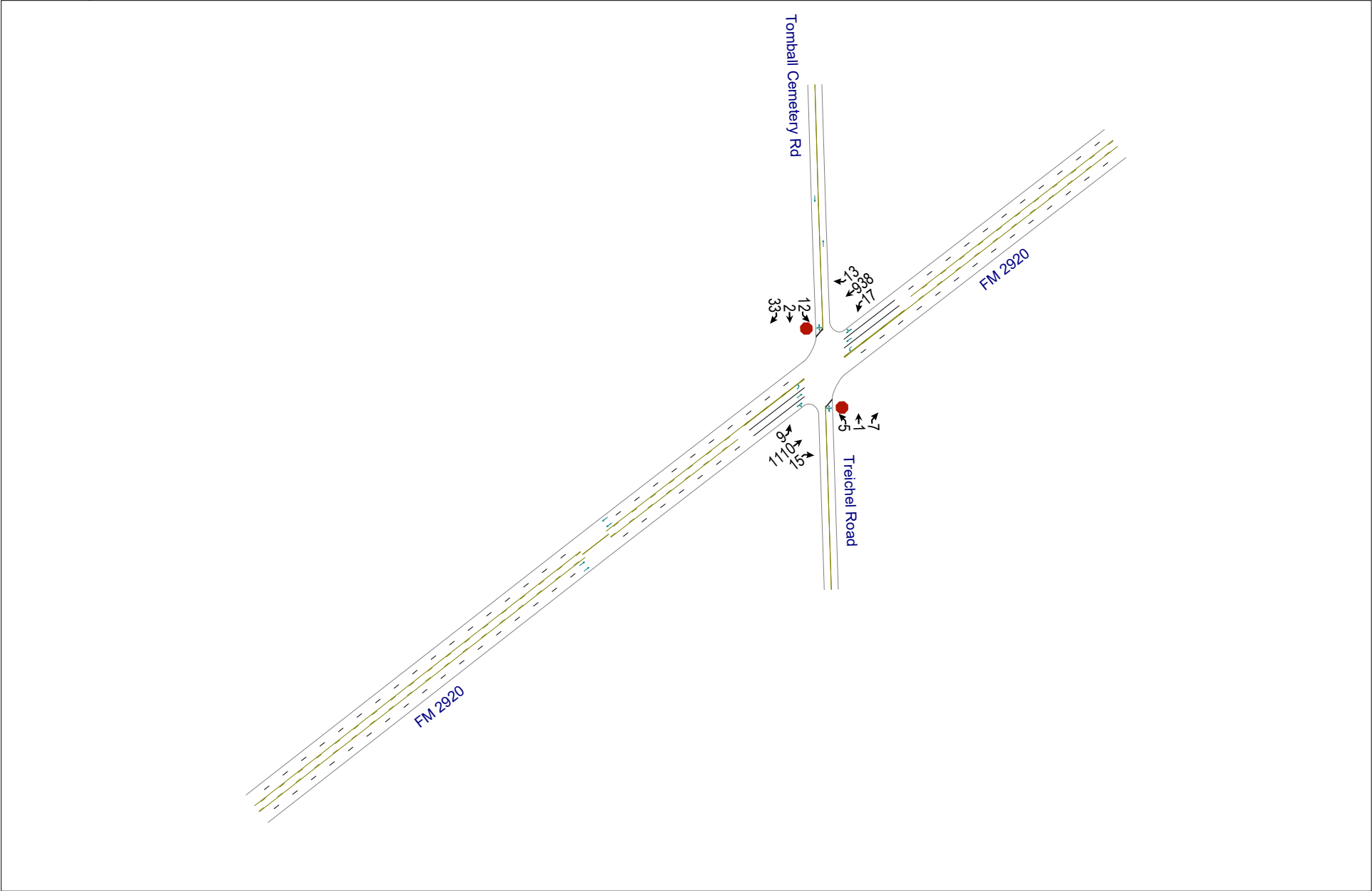
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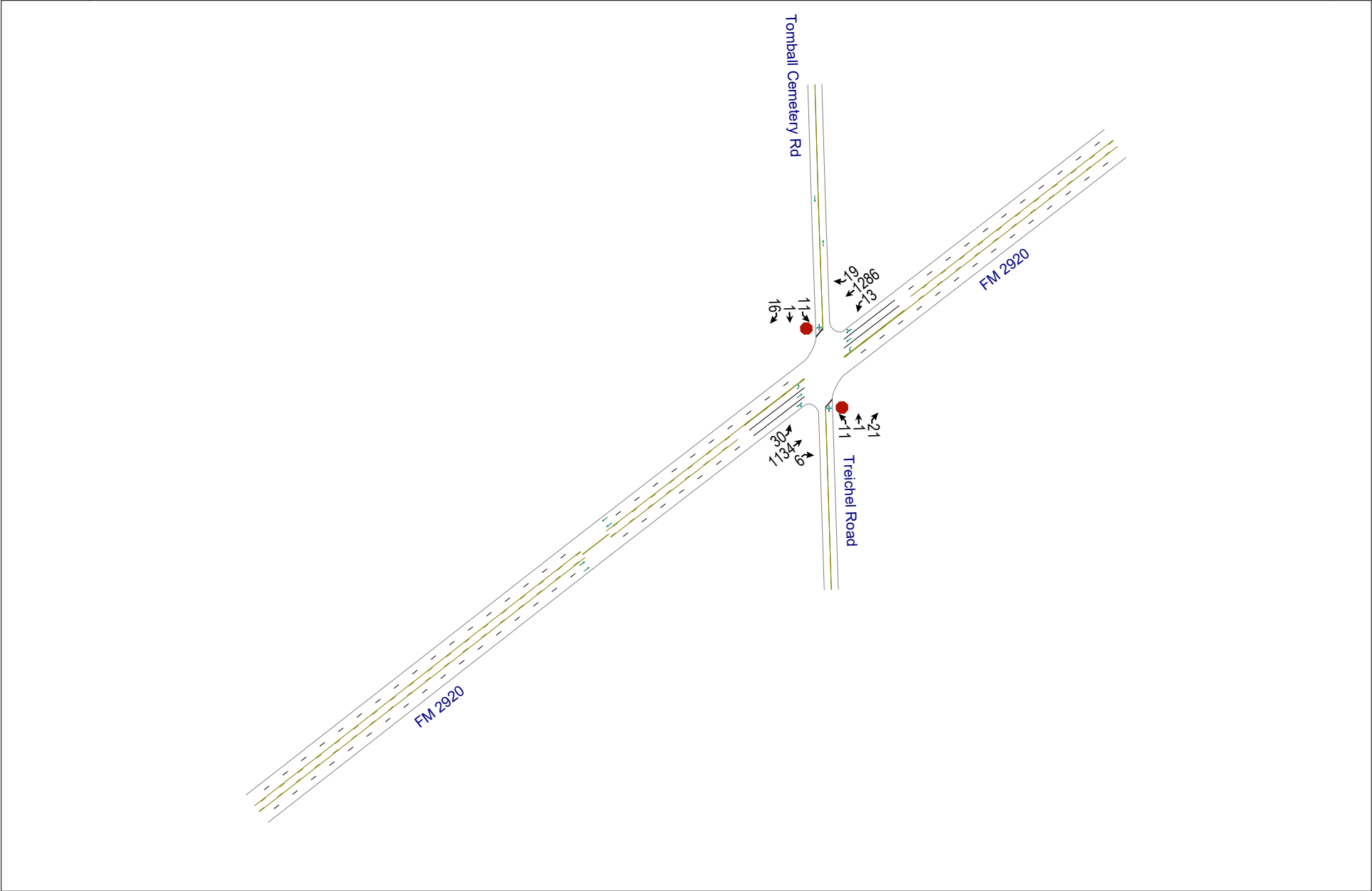
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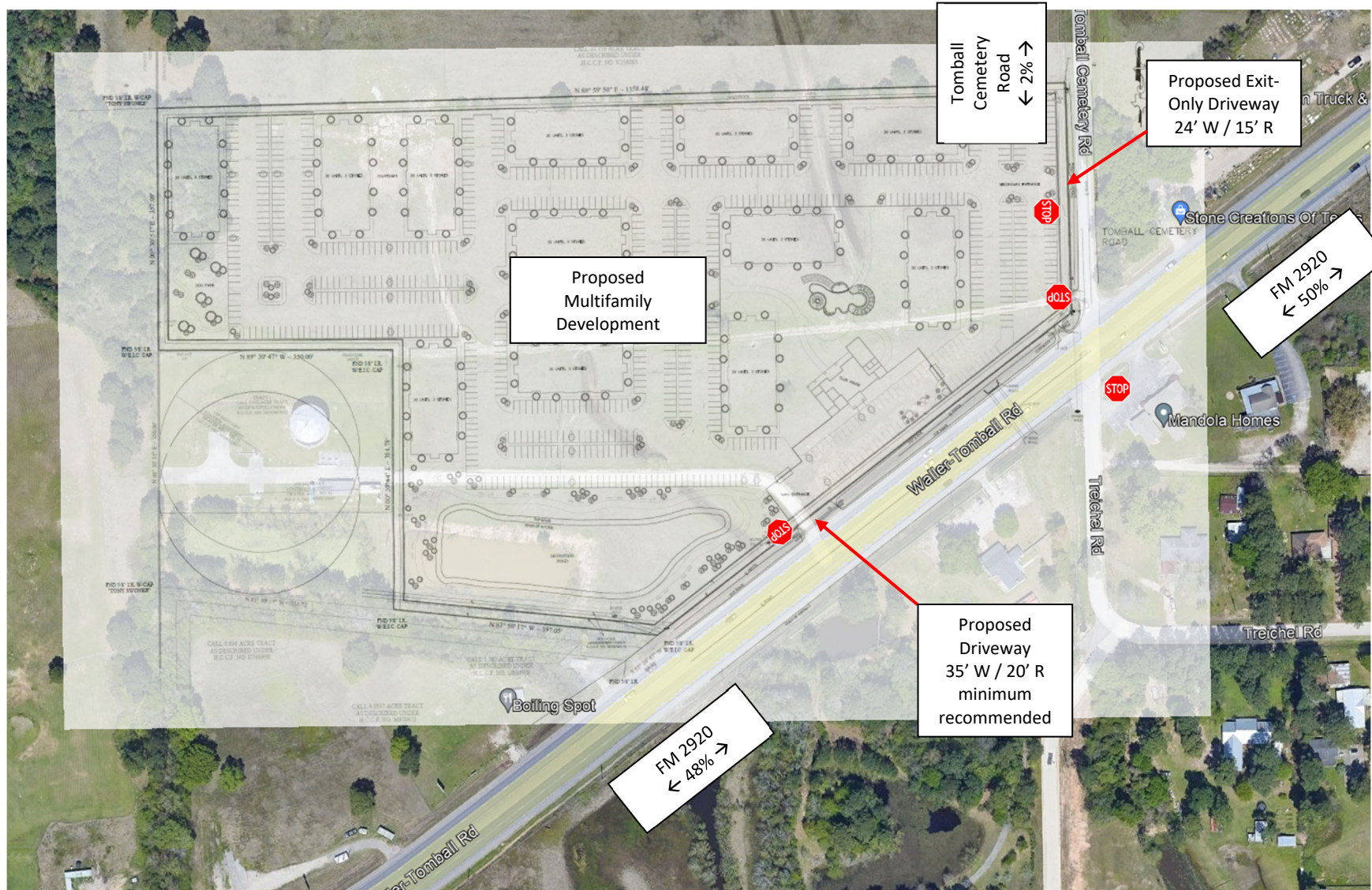


Exhibit A8. Trip Distribution Percentages – AM Peak Hour.

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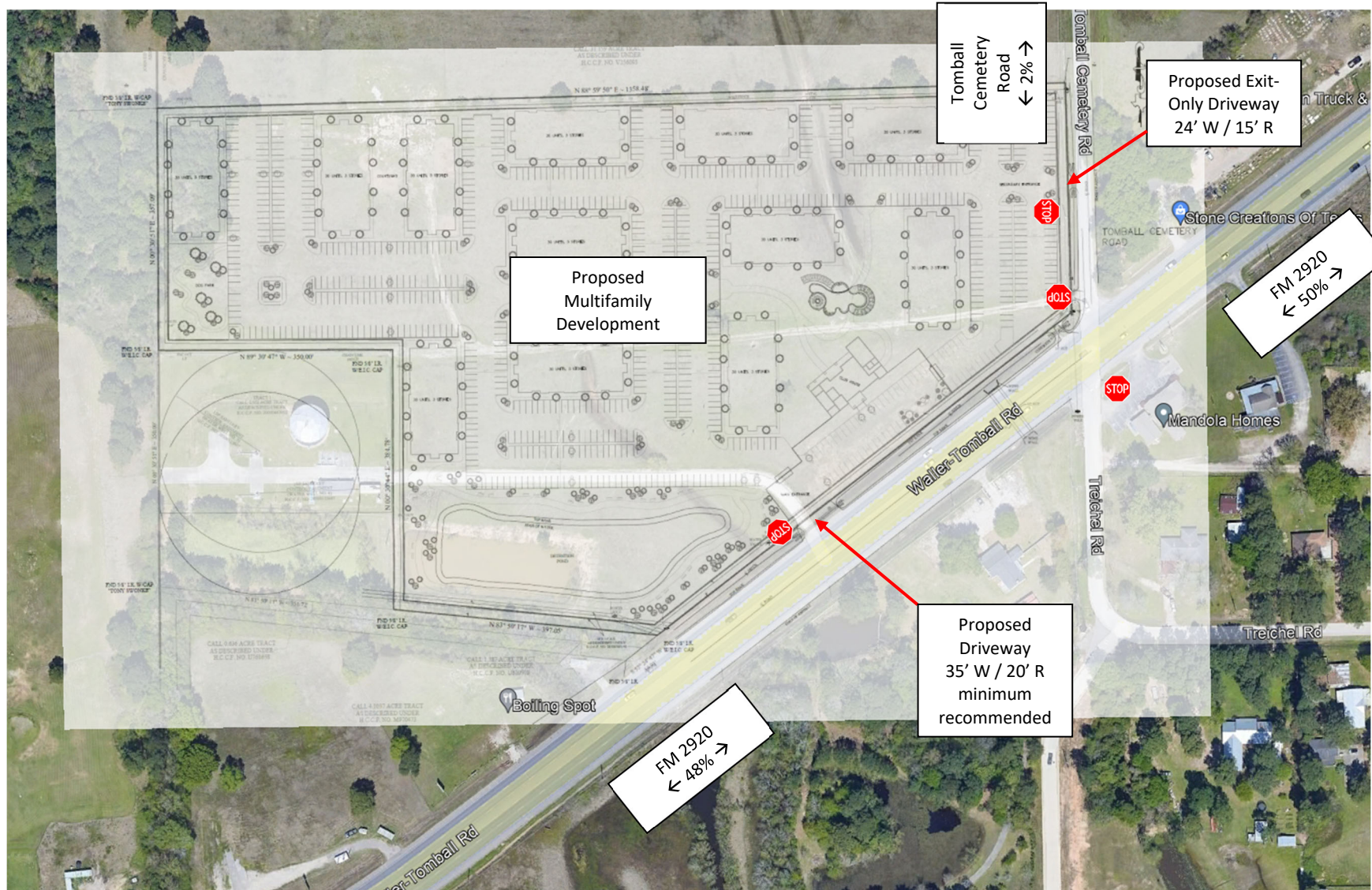
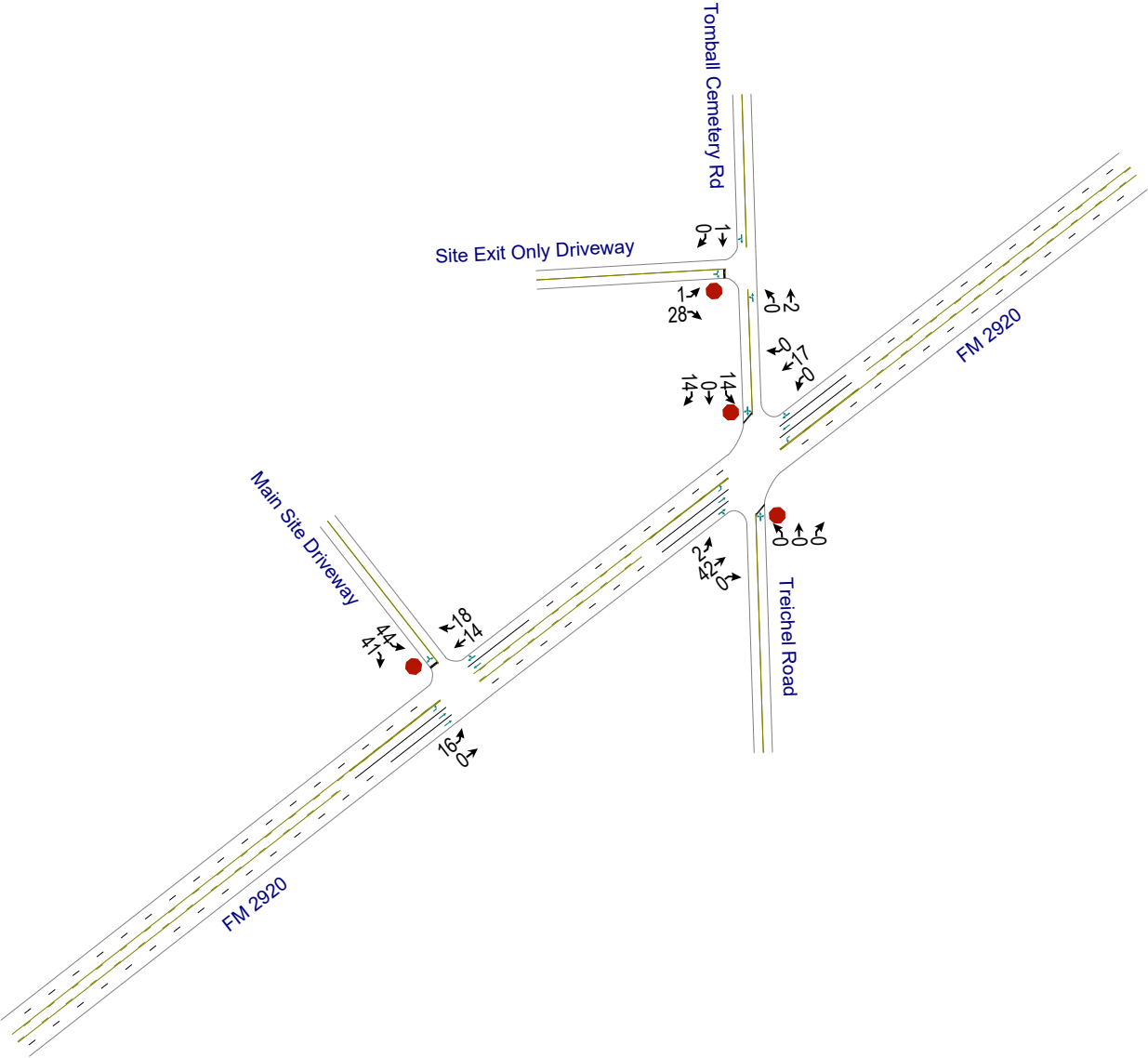
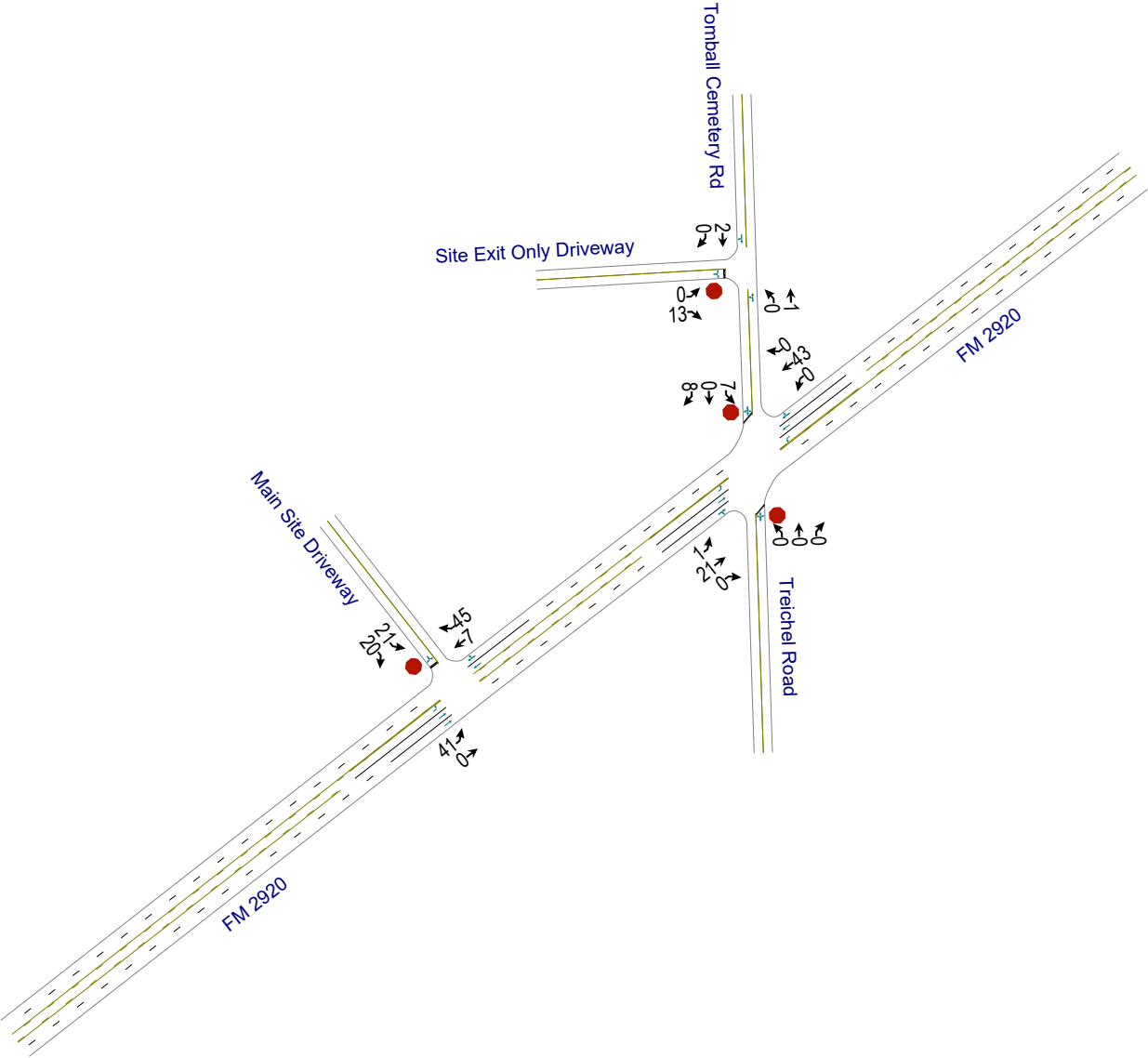
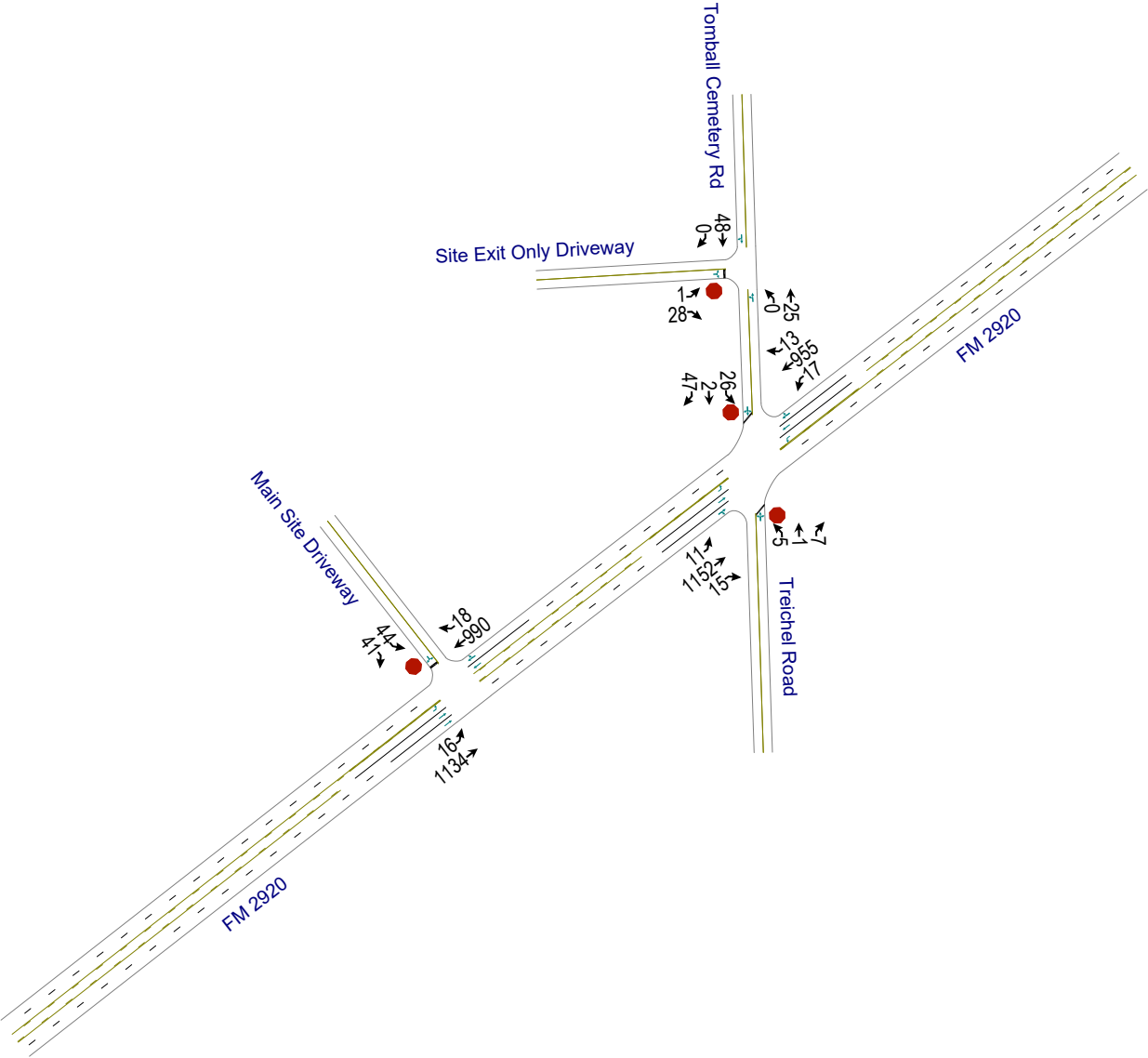


Exhibit A9. Trip Distribution Percentages – PM Peak Hour.

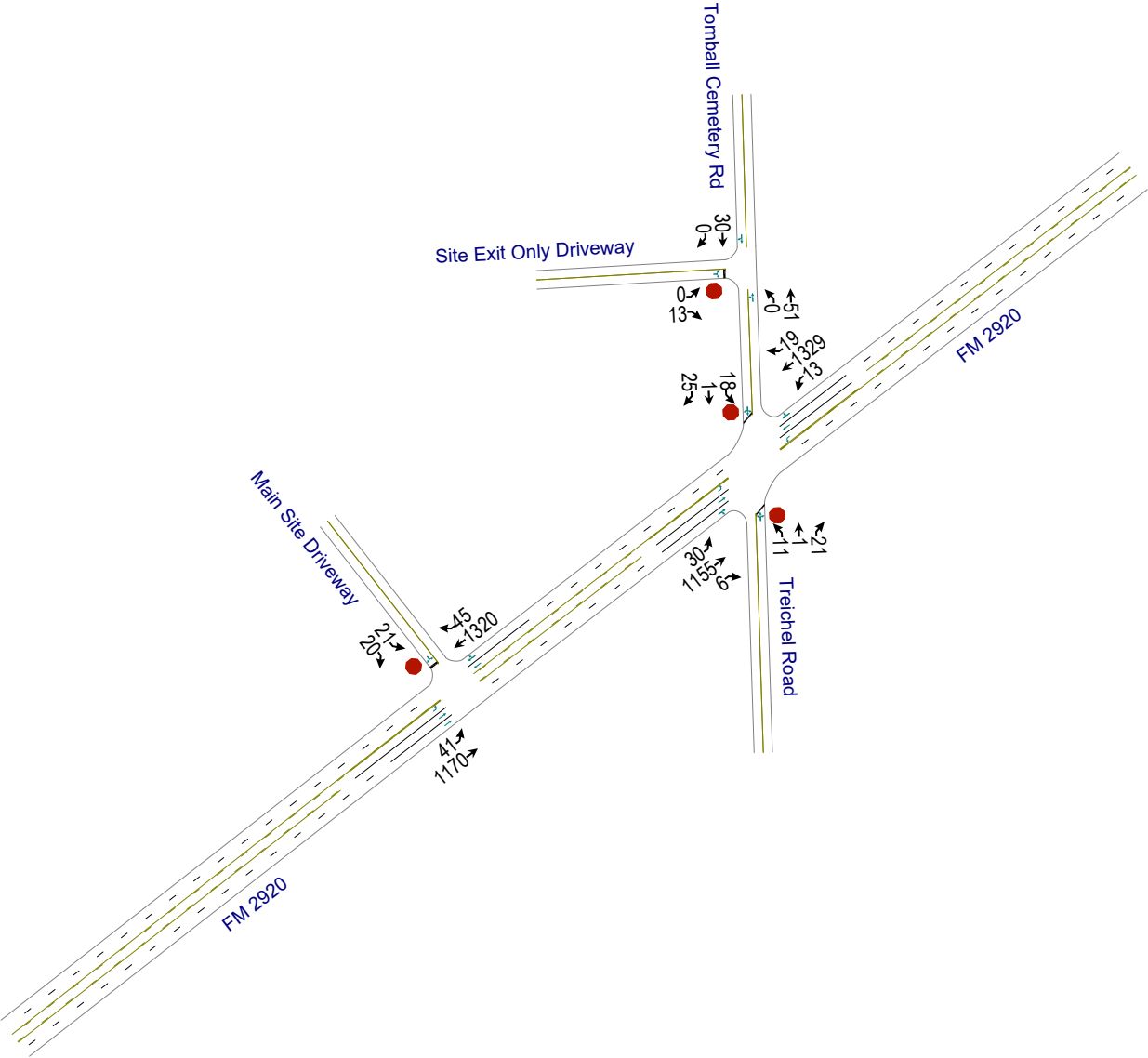
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Appendix B. Traffic Data

Vehicle/Pedestrian Turning Movement Count
FM 2920 at Tomball Cemetery Road
Wednesday, October 13, 2021

Time Begin	Eastbound FM 2920				Westbound FM 2920				Northbound Treichel Road				Southbound Tomball Cemetery Road				15-min Vehicle Total	Peds (crossing XB approach)							
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		EB-CW	EB-CCW	WB-CW	WB-CCW	NB-CW	NB-CCW	SB-CW	SB-CCW
06:00	2	126	5	0	2	78	2	0	1	0	5	0	3	0	2	0	226	0	0	0	0	0	0	0	0
06:15	1	174	1	0	1	120	0	0	1	0	1	0	2	0	1	0	302	0	0	0	0	0	0	0	0
06:30	2	288	4	0	1	124	1	0	2	1	3	0	3	0	3	0	432	0	0	0	0	0	0	0	0
06:45	4	293	2	0	3	151	1	0	2	1	6	0	2	0	1	0	466	0	0	0	0	0	0	0	0
07:00	3	219	3	0	4	193	2	0	2	0	1	0	6	0	3	0	436	0	0	0	0	0	0	0	0
07:15	1	268	3	0	2	232	1	0	0	0	3	0	3	0	7	0	520	0	0	0	0	0	0	0	0
07:30	1	260	3	0	3	260	4	0	0	0	1	0	5	0	8	0	545	0	0	0	0	0	0	0	0
07:45	3	278	5	0	10	241	5	0	1	3	0	0	4	0	9	0	559	0	0	0	0	0	0	0	0
08:00	1	269	3	0	1	205	2	0	1	0	0	0	2	2	7	0	493	0	0	0	0	0	0	0	0
08:15	4	281	4	0	3	214	2	0	4	0	3	0	1	0	8	0	524	0	0	0	0	0	0	0	0
08:30	8	307	4	0	3	186	5	0	2	0	1	0	4	1	5	0	526	0	0	0	0	0	0	0	0
08:45	3	321	2	0	1	167	2	0	2	0	2	0	2	2	2	0	506	0	0	0	0	0	0	0	0
09:00	3	251	3	0	0	140	4	0	2	0	2	0	3	2	3	0	413	0	0	0	0	0	0	0	0
09:15	2	233	1	0	0	166	1	0	3	0	1	0	5	0	5	0	417	0	0	0	0	0	0	0	0
09:30	1	216	1	0	2	177	2	0	3	1	0	0	1	0	2	0	406	0	0	0	0	0	0	0	0
09:45	0	233	2	0	0	158	1	0	0	0	0	0	4	0	1	0	400	0	0	0	0	0	0	0	0
10:00	1	196	1	0	0	196	1	0	5	0	0	0	1	0	3	0	404	0	0	0	0	0	0	0	0
10:15	1	223	0	0	1	168	5	0	2	0	1	0	4	0	2	0	407	0	0	0	0	0	0	0	0
10:30	1	212	1	0	0	167	2	0	2	0	0	0	4	0	6	0	395	0	0	0	0	0	0	0	0
10:45	1	223	3	0	0	166	2	0	0	0	1	0	4	0	0	0	400	0	0	0	0	0	0	0	0
11:00	0	215	1	0	4	198	2	0	2	0	1	0	1	1	3	0	428	0	0	0	0	0	0	0	0
11:15	1	246	2	0	5	189	5	0	1	0	1	0	2	0	2	0	454	0	0	0	0	0	0	0	0
11:30	4	219	3	0	0	200	2	0	2	0	5	0	4	0	3	0	442	0	0	0	0	0	0	0	0
11:45	2	258	3	0	2	223	5	0	2	0	1	0	3	0	5	0	504	0	0	0	0	0	0	0	0
12:00	2	216	3	0	5	232	7	0	1	0	8	0	7	1	15	0	497	0	0	0	0	0	0	0	0
12:15	1	201	2	0	4	276	5	0	2	0	4	0	2	0	2	0	499	0	0	0	0	0	0	0	0
12:30	1	199	1	0	3	236	3	0	4	0	3	0	7	0	5	0	462	0	0	0	0	0	0	0	0
12:45	4	212	1	0	3	258	3	0	2	0	1	0	4	1	4	0	493	0	0	0	0	0	0	0	0
13:00	2	227	4	0	1	215	6	0	0	0	1	0	2	0	1	0	459	0	0	0	0	0	0	0	0
13:15	8	223	1	0	2	295	2	0	1	2	2	0	5	0	4	0	545	0	0	0	0	0	0	0	0
13:30	1	263	0	0	3	253	6	0	2	0	2	0	1	0	2	0	533	0	0	0	0	0	0	0	0
13:45	3	237	1	0	1	220	2	0	1	2	1	0	4	0	3	0	475	0	0	0	0	0	0	0	0
14:00	3	229	2	0	0	238	5	0	1	0	5	0	6	0	3	0	492	0	0	0	0	0	0	0	0
14:15	3	220	5	0	1	295	1	0	2	0	4	0	2	0	2	0	535	0	0	0	0	0	0	0	0
14:30	4	230	1	0	3	258	5	0	4	0	5	0	5	0	4	0	519	0	0	0	0	0	0	0	0
14:45	6	212	2	0	2	295	2	0	4	0	1	0	3	2	4	0	533	0	0	0	0	0	0	0	0
15:00	4	223	3	0	7	319	6	0	2	0	4	0	7	2	7	0	584	0	0	0	0	0	0	0	0
15:15	5	245	2	0	1	300	4	0	7	0	3	0	3	0	6	0	576	0	0	0	0	0	0	0	0
15:30	4	257	1	1	3	329	8	0	4	0	1	0	6	1	4	0	618	0	0	0	0	0	0	0	0
15:45	6	226	1	0	3	305	2	0	2	0	3	0	8	1	5	0	562	0	0	0	0	0	0	0	0
16:00	6	263	6	0	3	313	3	0	0	1	4	0	4	0	3	0	606	0	0	0	0	0	0	0	0
16:15	7	291	6	0	7	289	5	0	0	2	7	0	4	0	3	1	621	0	0	0	0	0	0	0	0
16:30	10	252	2	0	3	308	6	0	1	0	4	0	2	0	4	0	592	0	0	0	0	0	0	0	0
16:45	4	275	2	0	2	315	3	0	1	0	2	0	4	0	6	0	614	0	0	0	0	0	0	0	0
17:00	9	282	2	0	6	308	5	0	6	1	13	0	4	1	3	0	640	0	0	0	0	0	0	0	0
17:15	6	303	0	0	2	330	5	0	3	0	2	0	1	0	3	0	655	0	0	0	0	0	0	0	0
17:30	9	275	0	0	3	211	7	0	3	0	3	0	2	2	6	0	521	0	0	0	0	0	0	0	0
17:45	6	260	2	0	1	236	3	0	2	0	1	0	3	0	6	0	520	0	0	0	0	0	1	0	0
18:00	0	244	1	0	0	268	7	0	2	0	1	0	4	0	15	0	542	0	0	0	0	0	0	0	0
18:15	3	307	2	0	2	285	6	1	4	1	1	0	3	0	7	0	621	0	0	0	0	0	0	0	0
18:30	0	217	2	0	3	253	6	0	2	0	0	0	7	0	2	0	492	0	0	0	0	0	0	0	0
18:45	2	212	2	0	0	242	1	0	1	0	0	0	5	0	4	0	469	0	0	0	0	0	0	0	0
13-Hour Total	169	12610	117	1	122	12001	183	1	105	14	128	0	188	19	224	1	25880								

Peak Hour Total	Eastbound FM 2920				Westbound FM 2920				Northbound Treichel Road				Southbound Tomball Cemetery Road				Hour Vehicle Total	Peds							
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		EB-CW	EB-CCW	WB-CW	WB-CCW	NB-CW	NB-CCW	SB-CW	SB-CCW
7:30-8:30	9	1088	15	0	17	920	13	0	5	1	7	0	12	2	32	0	2121	0	0	0	0	0	0	0	0
16:30-17:30	29	1112	6	0	13	1261	19	0	11	1	21	0	11	1	16	0	2501	0	0	0	0	0	0	0	0

Appendix C. Trip Generation/Distribution Calculations

Table C1. Trip Generation Calculations

Trip Rates															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Rate*	Percent		Trip Rate*	Percent		Trip Rate*	Percent	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
The Village at Kyle	221	Multifamily Housing (Mid-Rise)	Dwelling Unit	360.000		24/AM	4.54	50%	50%	0.37	23%	77%	0.39	61%	39%
Trip End Calculations															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
The Village at Kyle	221	Multifamily Housing (Mid-Rise)	Dwelling Unit	360.000	0	24/AM	1,671	835	835	147	34	113	141	86	55
Trip End Totals															
Trip Totals							Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
							1,671	835	835	147	34	113	141	86	55

*trip estimates subject to roundoff error

Trip Adjustment Factors		
Adjustment Factor	Time Period	Factor
Internal Capture Rates:		
	Weekday	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%
Pass-By Trips:		
	Weekday	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%

Trip Totals									
Trip Type	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
	Total Trips	Trips*		Total Trips	Trips*		Total Trips	Trips*	
		Entering	Exiting		Entering	Exiting		Entering	Exiting
Total Trips, Pre-Capture/Pass-By:	1,671	835	835	147	34	113	141	86	55
Total Trips, Captured Within Development:	-	-	-	-	-	-	-	-	-
Total Trips, New & Pass-By	1,671	835	835	147	34	113	141	86	55
Total Trips, Pass-By, Existing on Roadway Network:	-	-	-	-	-	-	-	-	-
Total Trips, New on Roadway Network:	1,671	835	835	147	34	113	141	86	55

*trip estimates subject to roundoff error

Table C2. Trip Distribution

GLOBAL ORIGINS/DESTINATIONS								
Origins-Peak Hour Volume			Destinations-Peak Hour Volume					
From FM 2920, East of Tomball Cemetery Road	AM	PM		AM	PM			
	950	1293		1107	1144			
From FM 2920, West of Site	1112	1147		957	1288			
From Tomball Cemetery Road, North of Site	46	28		23	49			
From Treichel Road, South of Site	13	33		34	20			
TRIP DISTRIBUTION (NEW TRIPS)								
FROM (ENTERING DEVELOPMENT)	Existing Total Volume AM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	AM Peak Development Volume*	Existing Total Volume PM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	PM Peak Development Volume*
From FM 2920, East of Tomball Cemetery Road	950	50.0%	44.8%	17	1293	50.0%	51.7%	43
From FM 2920, West of Site	1112	48.0%	52.4%	16	1147	48.0%	45.9%	41
From Tomball Cemetery Road, North of Site	46	2.0%	2.2%	1	28	2.0%	1.1%	2
From Treichel Road, South of Site	13	0.0%	0.6%	0	33	0.0%	1.3%	0
Total	2121	100.0%	100.0%	34	2501	100.0%	100.0%	86
TO (EXITING DEVELOPMENT)	Existing Total Volume AM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	AM Peak Development Volume*	Existing Total Volume PM Peak	Manually Estimated Trip Distribution (%)	Volume Based Trip Distribution Percentage	PM Peak Development Volume*
To FM 2920, East of Tomball Cemetery Road	1107	50.0%	52.2%	57	1144	50.0%	45.7%	27
To FM 2920, West of Site	957	48.0%	45.1%	54	1288	48.0%	51.5%	26
To Tomball Cemetery Road, North of Site	23	2.0%	1.1%	2	49	2.0%	2.0%	1
To Treichel Road, South of Site	34	0.0%	1.6%	0	20	0.0%	0.8%	0
Total	2121	100.0%	100.0%	113	2501	100.0%	100.0%	55
*Development volumes and sum totals rounded to whole vehicles								

*Development volumes and sum totals rounded to whole vehicles

TRIP DISTRIBUTION DETAILS - NEW TRIPS											
FROM (ENTERING DEVELOPMENT)	ROUTE (ENTERING DEVELOPMENT)							AM PEAK HOUR Vehicles	PM PEAK HOUR Vehicles	AM PEAK HOUR Percent of Entering Vehicles	PM PEAK HOUR Percent of Entering Vehicles
	AM Percent Dist.	PM Percent Dist.	Int01: FM 2920 at Tomball Cmtry	Int02: FM 2920 at Site Driveway	Int03: Tomball Cmtry at Site Dwy						
From FM 2920, East of Tomball Cemetery Road											
via FM 2920 at Main Entrance (2)	100.0%	100.0%	WBT	WBR				17	43	50.00%	50.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%	WBR		NBL			0	0	0.00%	0.00%
From FM 2920, West of Site											
via FM 2920 at Main Entrance (2)	100.0%	100.0%		EBL				16	41	48.00%	48.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%	EBL	EBT	NBL			0	0	0.00%	0.00%
From Tomball Cemetery Road, North of Site											
via FM 2920 at Main Entrance (2)	100.0%	100.0%	SBR	WBR	SBT			1	2	2.00%	2.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%		SBR				0	0	0.00%	0.00%
From Treichel Road, South of Site											
via FM 2920 at Main Entrance (2)	100.0%	100.0%	NBL	WBR				0	0	0.00%	0.00%
via Tomball Cemetery Exit Driveway (3)	0.0%	0.0%	NBT		NBL			0	0	0.00%	0.00%
TO (EXITING DEVELOPMENT)	ROUTE (EXITING DEVELOPMENT)							AM PEAK HOUR Vehicles	PM PEAK HOUR Vehicles	AM PEAK HOUR Percent of Exiting Vehicles	PM PEAK HOUR Percent of Exiting Vehicles
	AM Percent Dist.	PM Percent Dist.	Int01: FM 2920 at Tomball Cmtry	Int02: FM 2920 at Site Driveway	Int03: Tomball Cmtry at Site Dwy						
To FM 2920, East of Tomball Cemetery Road											
via FM 2920 at Main Entrance (2)	75.0%	75.0%	EBT	SBL				42	21	37.50%	37.50%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%	SBL		EBR			14	7	12.50%	12.50%
To FM 2920, West of Site											
via FM 2920 at Main Entrance (2)	75.0%	75.0%		SBR				41	20	36.00%	36.00%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%	SBR	WBT	EBR			14	7	12.00%	12.00%
To Tomball Cemetery Road, North of Site											
via FM 2920 at Main Entrance (2)	75.0%	75.0%	EBL	SBL	NBT			2	1	1.50%	1.50%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%		EBL				1	0	0.50%	0.50%
To Treichel Road, South of Site											
via FM 2920 at Main Entrance (2)	75.0%	75.0%	EBR	SBL				0	0	0.00%	0.00%
via Tomball Cemetery Exit Driveway (3)	25.0%	25.0%	SBT		EBR			0	0	0.00%	0.00%

Table C3. Existing (2021) Peak Hour Turning Movement Counts

1. FM 2920 at Tomball Cemetery Road/Treichel Road

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	9	1088	15	0	17	920	13	0	5	1	7	0	12	2	32	0
PM Peak	29	1112	6	0	13	1261	19	0	11	1	21	0	11	1	16	0

2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak		1112				957										
PM Peak		1147				1288										

3. Tomball Cemetery Road at Site Driveway (Exit Only)

	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak										23				46		
PM Peak										49				28		

Table C4. Projected 2023 Peak Hour Turning Movement Counts (without development)

1. FM 2920 at Tomball Cemetery Road/Treichel Road

Adjustment Factor: 1.020

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	9	1110	15	0	17	938	13	0	5	1	7	0	12	2	33	0
PM Peak	30	1134	6	0	13	1286	19	0	11	1	21	0	11	1	16	0

2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	0	1134	0	0	0	976	0	0	0	0	0	0	0	0	0	0
PM Peak	0	1170	0	0	0	1314	0	0	0	0	0	0	0	0	0	0

3. Tomball Cemetery Road at Site Driveway (Exit Only)

	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	0	0	0	0	0	0	0	0	0	23	0	0	0	47	0	0
PM Peak	0	0	0	0	0	0	0	0	0	50	0	0	0	29	0	0

Table C5-A. Projected Peak Hour New Site Trips

1. FM 2920 at Tomball Cemetery Road/Treichel Road

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	2	42	0	0	0	17	0	0	0	0	0	0	14	0	14	0
PM Peak	1	21	0	0	0	43	0	0	0	0	0	0	7	0	8	0

2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	16	0	0	0	0	14	18	0	0	0	0	0	44	0	41	0
PM Peak	41	0	0	0	0	7	45	0	0	0	0	0	21	0	20	0

3. Tomball Cemetery Road at Site Driveway (Exit Only)

	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	1	0	28	0	0	0	0	0	0	2	0	0	0	1	0	0
PM Peak	0	0	13	0	0	0	0	0	0	1	0	0	0	2	0	0

Table C6. Projected 2023 Peak Hour Turning Movement Counts (w/development)

1. FM 2920 at Tomball Cemetery Road/Treichel Road

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				Treichel Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	11	1152	15	0	17	955	13	0	5	1	7	0	26	2	47	0
PM Peak	30	1155	6	0	13	1329	19	0	11	1	21	0	18	1	25	0

2. FM 2920 at Main Site Driveway

	Eastbound				Westbound				Northbound				Southbound			
	FM 2920				FM 2920				<<NO APPROACH>>				Main Site Driveway			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	16	1134	0	0	0	990	18	0	0	0	0	0	44	0	41	0
PM Peak	41	1170	0	0	0	1320	45	0	0	0	0	0	21	0	20	0



















3. Tomball Cemetery Road at Site Driveway (Exit Only)

	Eastbound				Westbound				Northbound				Southbound			
	Exit Only Site Driveway				<<NO APPROACH>>				Tomball Cemetery Road				Tomball Cemetery Road			
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U
AM Peak	1	0	28	0	0	0	0	0	0	25	0	0	0	48	0	0
PM Peak	0	0	13	0	0	0	0	0	0	51	0	0	0	30	0	0

Appendix D. Traffic Simulation Output

Lanes, Volumes, Timings
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2021 AM Peak Hour
Existing Conditions

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	9	1088	15	17	920	13	5	1	7	12	2	32
Future Volume (vph)	9	1088	15	17	920	13	5	1	7	12	2	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.927			0.906	
Flt Protected	0.950			0.950				0.981			0.987	
Satd. Flow (prot)	1770	3532	0	1770	3532	0	0	1694	0	0	1666	0
Flt Permitted	0.950			0.950				0.981			0.987	
Satd. Flow (perm)	1770	3532	0	1770	3532	0	0	1694	0	0	1666	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	9	1145	16	18	968	14	5	1	7	13	2	34
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	1161	0	18	982	0	0	13	0	0	49	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary







Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 40.6%

ICU Level of Service A

Analysis Period (min) 15

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	1088	15	17	920	13	5	1	7	12	2	32
Future Vol, veh/h	9	1088	15	17	920	13	5	1	7	12	2	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	1145	16	18	968	14	5	1	7	13	2	34

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	982	0	0	1161	0	0	1692	2189	581	1602	2190	491
Stage 1	-	-	-	-	-	-	1171	1171	-	1011	1011	-
Stage 2	-	-	-	-	-	-	521	1018	-	591	1179	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	699	-	-	597	-	-	60	45	457	71	45	523
Stage 1	-	-	-	-	-	-	205	265	-	257	315	-
Stage 2	-	-	-	-	-	-	507	313	-	460	262	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	699	-	-	597	-	-	54	43	457	67	43	523
Mov Cap-2 Maneuver	-	-	-	-	-	-	147	146	-	173	142	-
Stage 1	-	-	-	-	-	-	202	262	-	254	306	-
Stage 2	-	-	-	-	-	-	457	304	-	445	259	-



















Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.2			21.6			18.3		
HCM LOS							C			C		







Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	231	699	-	-	597	-	-	318
HCM Lane V/C Ratio	0.059	0.014	-	-	0.03	-	-	0.152
HCM Control Delay (s)	21.6	10.2	-	-	11.2	-	-	18.3
HCM Lane LOS	C	B	-	-	B	-	-	C
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0.5

Lanes, Volumes, Timings
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2021 PM Peak Hour

Existing Conditions

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	1112	6	13	1261	19	11	1	21	11	1	16
Future Volume (vph)	29	1112	6	13	1261	19	11	1	21	11	1	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.998			0.915			0.923	
Flt Protected	0.950			0.950				0.983			0.980	
Satd. Flow (prot)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Flt Permitted	0.950			0.950				0.983			0.980	
Satd. Flow (perm)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	31	1171	6	14	1327	20	12	1	22	12	1	17
Shared Lane Traffic (%)												
Lane Group Flow (vph)	31	1177	0	14	1347	0	0	35	0	0	30	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	45.5%											
Analysis Period (min)	15											
	ICU Level of Service A											

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	29	1112	6	13	1261	19	11	1	21	11	1	16
Future Vol, veh/h	29	1112	6	13	1261	19	11	1	21	11	1	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	31	1171	6	14	1327	20	12	1	22	12	1	17



















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1347	0	0	1177	0	0	1928	2611	589	2013	2604	674
Stage 1	-	-	-	-	-	-	1236	1236	-	1365	1365	-
Stage 2	-	-	-	-	-	-	692	1375	-	648	1239	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	518	-	-	601	-	-	41	25	457	35	25	402
Stage 1	-	-	-	-	-	-	190	250	-	158	217	-
Stage 2	-	-	-	-	-	-	405	215	-	430	250	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	518	-	-	601	-	-	37	23	457	31	23	402
Mov Cap-2 Maneuver	-	-	-	-	-	-	123	103	-	108	109	-
Stage 1	-	-	-	-	-	-	179	235	-	149	212	-
Stage 2	-	-	-	-	-	-	377	210	-	383	235	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			0.1			23.7			28		
HCM LOS							C			D		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	227	518	-	-	601	-	-	186
HCM Lane V/C Ratio	0.153	0.059	-	-	0.023	-	-	0.158
HCM Control Delay (s)	23.7	12.4	-	-	11.1	-	-	28
HCM Lane LOS	C	B	-	-	B	-	-	D
HCM 95th %tile Q(veh)	0.5	0.2	-	-	0.1	-	-	0.5







Lanes, Volumes, Timings
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 AM Peak Hour
Build-Out Year w/o Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	9	1110	15	17	938	13	5	1	7	12	2	33
Future Volume (vph)	9	1110	15	17	938	13	5	1	7	12	2	33
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.927			0.905	
Flt Protected	0.950			0.950				0.981			0.987	
Satd. Flow (prot)	1770	3532	0	1770	3532	0	0	1694	0	0	1664	0
Flt Permitted	0.950			0.950				0.981			0.987	
Satd. Flow (perm)	1770	3532	0	1770	3532	0	0	1694	0	0	1664	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	9	1168	16	18	987	14	5	1	7	13	2	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	1184	0	18	1001	0	0	13	0	0	50	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	41.2%											
Analysis Period (min)	15											
	ICU Level of Service A											

HCM 6th TWSC
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 AM Peak Hour
Build-Out Year w/o Development

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	1110	15	17	938	13	5	1	7	12	2	33
Future Vol, veh/h	9	1110	15	17	938	13	5	1	7	12	2	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	1168	16	18	987	14	5	1	7	13	2	35



















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1001	0	0	1184	0	0	1725	2231	592	1633	2232	501
Stage 1	-	-	-	-	-	-	1194	1194	-	1030	1030	-
Stage 2	-	-	-	-	-	-	531	1037	-	603	1202	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	687	-	-	586	-	-	57	42	449	67	42	515
Stage 1	-	-	-	-	-	-	198	258	-	250	309	-
Stage 2	-	-	-	-	-	-	500	307	-	453	256	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	687	-	-	586	-	-	51	40	449	63	40	515
Mov Cap-2 Maneuver	-	-	-	-	-	-	142	142	-	168	138	-
Stage 1	-	-	-	-	-	-	195	255	-	247	299	-
Stage 2	-	-	-	-	-	-	449	297	-	438	253	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.2			22			18.6		
HCM LOS							C			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	225	687	-	-	586	-	-	313
HCM Lane V/C Ratio	0.061	0.014	-	-	0.031	-	-	0.158
HCM Control Delay (s)	22	10.3	-	-	11.3	-	-	18.6
HCM Lane LOS	C	B	-	-	B	-	-	C
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0.6







Lanes, Volumes, Timings
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 PM Peak Hour
Build-Out Year w/o Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	1134	6	13	1286	19	11	1	21	11	1	16
Future Volume (vph)	30	1134	6	13	1286	19	11	1	21	11	1	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.998			0.915			0.923	
Flt Protected	0.950			0.950				0.983			0.980	
Satd. Flow (prot)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Flt Permitted	0.950			0.950				0.983			0.980	
Satd. Flow (perm)	1805	3536	0	1805	3533	0	0	1709	0	0	1719	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	32	1194	6	14	1354	20	12	1	22	12	1	17
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	1200	0	14	1374	0	0	35	0	0	30	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	46.2%											
Analysis Period (min)	15											
	ICU Level of Service A											

HCM 6th TWSC
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 PM Peak Hour
Build-Out Year w/o Development

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	1134	6	13	1286	19	11	1	21	11	1	16
Future Vol, veh/h	30	1134	6	13	1286	19	11	1	21	11	1	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	32	1194	6	14	1354	20	12	1	22	12	1	17



















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1374	0	0	1200	0	0	1967	2663	600	2054	2656	687
Stage 1	-	-	-	-	-	-	1261	1261	-	1392	1392	-
Stage 2	-	-	-	-	-	-	706	1402	-	662	1264	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	506	-	-	589	-	-	38	23	449	33	23	394
Stage 1	-	-	-	-	-	-	183	244	-	152	211	-
Stage 2	-	-	-	-	-	-	397	209	-	422	243	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	506	-	-	589	-	-	34	21	449	29	21	394
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	99	-	103	105	-
Stage 1	-	-	-	-	-	-	171	229	-	142	206	-
Stage 2	-	-	-	-	-	-	369	204	-	374	228	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.3	0.1	24.5	29.2
HCM LOS			C	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	219	506	-	-	589	-	-	178
HCM Lane V/C Ratio	0.159	0.062	-	-	0.023	-	-	0.166
HCM Control Delay (s)	24.5	12.6	-	-	11.3	-	-	29.2
HCM Lane LOS	C	B	-	-	B	-	-	D
HCM 95th %tile Q(veh)	0.6	0.2	-	-	0.1	-	-	0.6

Lanes, Volumes, Timings
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 AM Peak Hour
Build-Out Year w/Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	11	1152	15	17	955	13	5	1	7	26	2	47
Future Volume (vph)	11	1152	15	17	955	13	5	1	7	26	2	47
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.927			0.915	
Flt Protected	0.950			0.950				0.981			0.983	
Satd. Flow (prot)	1770	3532	0	1770	3532	0	0	1694	0	0	1675	0
Flt Permitted	0.950			0.950				0.981			0.983	
Satd. Flow (perm)	1770	3532	0	1770	3532	0	0	1694	0	0	1675	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	12	1213	16	18	1005	14	5	1	7	27	2	49
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	1229	0	18	1019	0	0	13	0	0	78	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	







Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 44.5% ICU Level of Service A

Analysis Period (min) 15

Intersection												
Int Delay, s/veh	1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	1152	15	17	955	13	5	1	7	26	2	47
Future Vol, veh/h	11	1152	15	17	955	13	5	1	7	26	2	47
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	1213	16	18	1005	14	5	1	7	27	2	49

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1019	0	0	1229	0	0	1785	2300	615	1679	2301	510
Stage 1	-	-	-	-	-	-	1245	1245	-	1048	1048	-
Stage 2	-	-	-	-	-	-	540	1055	-	631	1253	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	677	-	-	563	-	-	51	38	434	62	38	509
Stage 1	-	-	-	-	-	-	184	244	-	244	303	-
Stage 2	-	-	-	-	-	-	494	301	-	436	242	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	677	-	-	563	-	-	44	36	434	58	36	509
Mov Cap-2 Maneuver	-	-	-	-	-	-	132	134	-	161	131	-
Stage 1	-	-	-	-	-	-	181	240	-	240	293	-
Stage 2	-	-	-	-	-	-	429	291	-	419	238	-





Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.2			23.2			22.9		
HCM LOS							C			C		





Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	211	677	-	-	563	-	-	279
HCM Lane V/C Ratio	0.065	0.017	-	-	0.032	-	-	0.283
HCM Control Delay (s)	23.2	10.4	-	-	11.6	-	-	22.9
HCM Lane LOS	C	B	-	-	B	-	-	C
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0.1	-	-	1.1

Lanes, Volumes, Timings
2: FM 2920 & Main Site Driveway

2023 AM Peak Hour
Build-Out Year w/Development












Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	16	1134	990	18	44	41
Future Volume (vph)	16	1134	990	18	44	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.997		0.935	
Flt Protected	0.950				0.975	
Satd. Flow (prot)	1770	3539	3529	0	1698	0
Flt Permitted	0.950				0.975	
Satd. Flow (perm)	1770	3539	3529	0	1698	0
Link Speed (mph)		50	50		30	
Link Distance (ft)		731	491		281	
Travel Time (s)		10.0	6.7		6.4	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	17	1194	1042	19	46	43
Shared Lane Traffic (%)						
Lane Group Flow (vph)	17	1194	1061	0	89	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane		Yes	Yes			
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	43.0%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	16	1134	990	18	44	41
Future Vol, veh/h	16	1134	990	18	44	41
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	1194	1042	19	46	43
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	1061	0	-	0	1683	531
Stage 1	-	-	-	-	1052	-
Stage 2	-	-	-	-	631	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	652	-	-	-	85	493
Stage 1	-	-	-	-	297	-
Stage 2	-	-	-	-	492	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	652	-	-	-	83	493
Mov Cap-2 Maneuver	-	-	-	-	201	-
Stage 1	-	-	-	-	289	-
Stage 2	-	-	-	-	492	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		23.7		
HCM LOS				C		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	652	-	-	-	281	
HCM Lane V/C Ratio	0.026	-	-	-	0.318	
HCM Control Delay (s)	10.7	-	-	-	23.7	
HCM Lane LOS	B	-	-	-	C	
HCM 95th %tile Q(veh)	0.1	-	-	-	1.3	




Lanes, Volumes, Timings
3: Tomball Cemetery Rd & Site Exit Only Driveway

2023 AM Peak Hour
Build-Out Year w/Development

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	1	28	0	25	48	0
Future Volume (vph)	1	28	0	25	48	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.869					
Flt Protected	0.998					
Satd. Flow (prot)	1615	0	0	1863	1863	0
Flt Permitted	0.998					
Satd. Flow (perm)	1615	0	0	1863	1863	0
Link Speed (mph)	30			35	35	
Link Distance (ft)	275			250	232	
Travel Time (s)	6.3			4.9	4.5	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	1	29	0	26	51	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	30	0	0	26	51	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	13.3%			ICU Level of Service A		
Analysis Period (min)	15					

HCM 6th TWSC
3: Tomball Cemetery Rd & Site Exit Only Driveway

2023 AM Peak Hour
Build-Out Year w/Development

Intersection						
Int Delay, s/veh	2.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	28	0	25	48	0
Future Vol, veh/h	1	28	0	25	48	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	29	0	26	51	0



















Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	77	51	0
Stage 1	51	-	-
Stage 2	26	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	926	1017	1555
Stage 1	971	-	-
Stage 2	997	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	926	1017	1555
Mov Cap-2 Maneuver	926	-	-
Stage 1	971	-	-
Stage 2	997	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1555	-	1014	-	-
HCM Lane V/C Ratio	-	-	0.03	-	-
HCM Control Delay (s)	0	-	8.7	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-







Lanes, Volumes, Timings
1: Treichel Road/Tomball Cemetery Rd & FM 2920

2023 PM Peak Hour
Build-Out Year w/Development

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	1155	6	13	1329	19	11	1	21	18	1	25
Future Volume (vph)	30	1155	6	13	1329	19	11	1	21	18	1	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.998			0.915			0.924	
Flt Protected	0.950			0.950				0.983			0.980	
Satd. Flow (prot)	1805	3536	0	1805	3533	0	0	1709	0	0	1720	0
Flt Permitted	0.950			0.950				0.983			0.980	
Satd. Flow (perm)	1805	3536	0	1805	3533	0	0	1709	0	0	1720	0
Link Speed (mph)		50			50			35			35	
Link Distance (ft)		491			625			377			250	
Travel Time (s)		6.7			8.5			7.3			4.9	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	32	1216	6	14	1399	20	12	1	22	19	1	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	1222	0	14	1419	0	0	35	0	0	46	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane		Yes			Yes							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization 47.7%	ICU Level of Service A											
Analysis Period (min) 15												

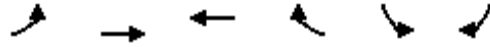
HCM 6th TWSC
1: Treichel Road/Tomball Cemetery Rd & FM 2920





2023 PM Peak Hour
Build-Out Year w/Development





Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	1155	6	13	1329	19	11	1	21	18	1	25
Future Vol, veh/h	30	1155	6	13	1329	19	11	1	21	18	1	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	32	1216	6	14	1399	20	12	1	22	19	1	26
Major/Minor	Major1		Major2			Minor1			Minor2			
Conflicting Flow All	1419	0	0	1222	0	0	2011	2730	611	2110	2723	710
Stage 1	-	-	-	-	-	-	1283	1283	-	1437	1437	-
Stage 2	-	-	-	-	-	-	728	1447	-	673	1286	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	486	-	-	578	-	-	35	21	442	30	21	381
Stage 1	-	-	-	-	-	-	178	238	-	143	201	-
Stage 2	-	-	-	-	-	-	386	198	-	416	237	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	486	-	-	578	-	-	30	19	442	26	19	381
Mov Cap-2 Maneuver	-	-	-	-	-	-	112	94	-	98	101	-
Stage 1	-	-	-	-	-	-	166	222	-	134	196	-
Stage 2	-	-	-	-	-	-	349	193	-	367	221	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	0.3		0.1			25.4			33.9			
HCM LOS						D			D			
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	211	486	-	-	578	-	-	170				
HCM Lane V/C Ratio	0.165	0.065	-	-	0.024	-	-	0.272				
HCM Control Delay (s)	25.4	12.9	-	-	11.4	-	-	33.9				
HCM Lane LOS	D	B	-	-	B	-	-	D				
HCM 95th %tile Q(veh)	0.6	0.2	-	-	0.1	-	-	1.1				

Lanes, Volumes, Timings
2: FM 2920 & Main Site Driveway

2023 PM Peak Hour
Build-Out Year w/Development












Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	41	1170	1320	45	21	20
Future Volume (vph)	41	1170	1320	45	21	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.995		0.934	
Flt Protected	0.950				0.975	
Satd. Flow (prot)	1805	3539	3524	0	1730	0
Flt Permitted	0.950				0.975	
Satd. Flow (perm)	1805	3539	3524	0	1730	0
Link Speed (mph)		50	50		30	
Link Distance (ft)		731	491		281	
Travel Time (s)		10.0	6.7		6.4	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	2%	0%	0%	0%
Adj. Flow (vph)	43	1232	1389	47	22	21
Shared Lane Traffic (%)						
Lane Group Flow (vph)	43	1232	1436	0	43	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane		Yes	Yes			
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type: Unsignalized						
Intersection Capacity Utilization 47.9%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	41	1170	1320	45	21	20
Future Vol, veh/h	41	1170	1320	45	21	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	2	2	0	0	0
Mvmt Flow	43	1232	1389	47	22	21
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	1436	0	-	0	2115	718
Stage 1	-	-	-	-	1413	-
Stage 2	-	-	-	-	702	-
Critical Hdwy	4.1	-	-	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	479	-	-	-	45	376
Stage 1	-	-	-	-	194	-
Stage 2	-	-	-	-	458	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	479	-	-	-	41	376
Mov Cap-2 Maneuver	-	-	-	-	131	-
Stage 1	-	-	-	-	177	-
Stage 2	-	-	-	-	458	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.4	0		29.1		
HCM LOS	D					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	479	-	-	-	192	
HCM Lane V/C Ratio	0.09	-	-	-	0.225	
HCM Control Delay (s)	13.3	-	-	-	29.1	
HCM Lane LOS	B	-	-	-	D	
HCM 95th %tile Q(veh)	0.3	-	-	-	0.8	




Lanes, Volumes, Timings
3: Tomball Cemetery Rd & Site Exit Only Driveway

2023 PM Peak Hour
Build-Out Year w/Development

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	0	13	0	51	30	0
Future Volume (vph)	0	13	0	51	30	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.865					
Flt Protected						
Satd. Flow (prot)	1644	0	0	1900	1900	0
Flt Permitted						
Satd. Flow (perm)	1644	0	0	1900	1900	0
Link Speed (mph)	30			35	35	
Link Distance (ft)	275			250	232	
Travel Time (s)	6.3			4.9	4.5	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	0	14	0	54	32	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	14	0	0	54	32	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	13.3%			ICU Level of Service A		
Analysis Period (min)	15					

HCM 6th TWSC
3: Tomball Cemetery Rd & Site Exit Only Driveway

2023 PM Peak Hour
Build-Out Year w/Development

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	13	0	51	30	0
Future Vol, veh/h	0	13	0	51	30	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	0	14	0	54	32	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	86	32	32	0	-	0
Stage 1	32	-	-	-	-	-
Stage 2	54	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	920	1048	1593	-	-	-
Stage 1	996	-	-	-	-	-
Stage 2	974	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	920	1048	1593	-	-	-
Mov Cap-2 Maneuver	920	-	-	-	-	-
Stage 1	996	-	-	-	-	-
Stage 2	974	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	8.5	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1593	-	1048	-	-	
HCM Lane V/C Ratio	-	-	0.013	-	-	
HCM Control Delay (s)	0	-	8.5	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	0	-	-	

Appendix E. Roadway Photographs



Photograph Date: 10/16/2021

**Photograph 1. Tomball Cemetery Road, Looking North, North of FM 2920.
Proposed exit-only site driveway to left.**



Photograph Date: 10/16/2021

**Photograph 2. Tomball Cemetery Road, Looking South, North of FM 2920.
Proposed exit-only site driveway to right.**



Photograph Date: 10/16/2021

**Photograph 3. FM 2920, Looking East, West of Tomball Cemetery Road.
Proposed full access driveway to left.**

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 11/15/2021

Topic:

Approve Donation of the City of Tomball Emergency Warning Siren to the Spring Creek County Historical Association and In-Kind Services for the Removal and Transportation of the Siren at the Tomball Museum Center, 510 N. Pine Street

Background:

Approve the Donation of the City of Tomball Emergency Warning Siren to Spring Creek County Historical Association and In-Kind Services for the Removal and Transportation of the Siren at the Tomball Museum Center, 510 N. Pine Street

Origination: Fire Department / Office of Emergency Management

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Joe Sykora</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Approve Tomball Sister City Organization request for the Amount of \$160,000 for the Tomball German Christmas Market on December 10-12, 2021 and the Tomball German Heritage Festival on March25-26, 2022.

Background:

To approve the request of the Tomball Sister City Organization for HOT funding to support two annual festivals in FY 2021.

The Tomball Sister City Organization's festivals meet the City of Tomball's Strategic Plan goal of expanding and improving Community Life and Building Our Economy.

Origination: Tomball Sister City Organization

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Mike Baxter, Dir. of Marketing & Tourism

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: #240-240-6356

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

Signed: _____ **Approved by:** _____
 Staff Member Date City Manager Date



**TOMBALL SISTER CITY
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



August 2021

Honorable Mayor and City Council

Re: Request for Support of the 21th Annual Tomball German Heritage Festival

The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2022 TGHF, Thursday, March 24, 2022 through Sunday, March 28, 2022.

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (11) employees for Saturday, 8:00 am - 11:00 pm

Eleven (11) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Six (8) Officers for Friday, 5:00 pm - 11:00 pm

Six (8) Officers for Saturday, 9:00 am - 11:00 pm

Six (8) Officers for Sunday, 10:00 am - 6:00 pm

Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

2. Facilities & Personnel:

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

- Three (3) 40-yard roll-off, One (1) 30-yard roll-off, and Four (4) 8-yard dumpsters.
- Seventy (70) trash barrels with 500 liners
- Thirty (30) barricades, sixteen (16) traffic cones

- Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection
- Two (2) City owned Generators & Light Towers
- Fuel Top-off for Generators from City's Fuel supply

3. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following (see map). 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as approved FY 21-22 Budget & Approved by TAC Board

(C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,

Craig Bogner



Tomball Sister City Organization



**TOMBALL SISTER CITY
ORGANIZATION, INC.**
Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



August 2021

Honorable Mayor and City Council

Re: Request for Support of the 13th Annual Tomball German Christmas Market

The Tomball Sister City Organization, Inc. would like to continue the success of our Christmas Market, and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2021 TGCM, Thursday, December 09, 2021 through Sunday, December 13, 2021.

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (11) employees for Saturday, 8:00 am - 11:00 pm

Eleven (11) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Six (8) Officers for Friday, 5:00 pm - 11:00 pm

Six (8) Officers for Saturday, 9:00 am - 11:00 pm

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2. Facilities & Personnel:

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

- Three (3) 40-yard roll-off, One (1) 30-yard roll-off, and Four (4) 8-yard dumpsters.
- Seventy (70) trash barrels with 500 liners
- Thirty (30) barricades, sixteen (16) traffic cones

- Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection
- Two (2) City owned Generators & Light Towers
- Fuel Top-off for Generators from City's Fuel supply

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We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following (see map). 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as approved FY 21-22 Budget & Approved by TAC Board

(C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,

Craig Bogner



Tomball Sister City Organization



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

(Must be submitted no less than 45 days prior to the event)

Applications may be mailed or hand delivered to:

Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375

Applicant Organization: Tomball Sister City Organization

Organization Director: Grady Martin

Project or Event for which funding is requested: TGCM & TGHF

Date of Event: December 10,11,12 2021 & March 25,26,27 2022

Description of project or event for which funding is requested: 21th Annual German Heritage Festival & 13th Annual German Christmas Market featuring live music from German folk artists from around Texas, ethnic folk dancers, other music, arts, crafts and exhibits. The Three-day event brings vendors from as far away as New York and Colorado.

Location of project or event: Tomball Depot Plaza, Market Street between Elm and Pine

GRANT AMOUNTS:

Amount Funded for FY 2020 - 2021	\$ 106,000 (2020 Christmas Market Cancel)
Amount Requested for FY 2021-2022	\$ 160,000
% Increase requested over last year's grant	+50.9%

2021-2022 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel	47,000		47,000
Contracted Services		100,000	100,000
Labor vendor		11,000	11,000
Rental Expense	88,000	82,000	170,000
Depreciation/Mortgage			
Advertising	25,000	50,000	75,000
Insurance		5,000	5,000
Other expense		40,000	40,000
Exchange Students		3,000	3,000
Sister City Relations		12,000	12,000
Total	160,000	303,000	463,000

Grants to an organization will not exceed 35% of the organization's adopted budget

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	<u>200,000</u>
Tuition	_____

<u>Concessions</u>	<u>50,000</u>
<u>Memberships</u>	<u> </u>
<u>Subscriptions</u>	<u> </u>
<u>Other</u>	<u>55,000</u>
Total	<u>305,000</u>

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

ANSWER: 25,000 outside of Tomball will attend. Total attendances 60,000. Past studies and surveys with the City and hotels indicate many patrons are from out of town. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

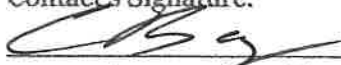
Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer yes to this question, state the basis for your answer:

ANSWER: Yes, Overnight stays. Past studies and surveys with the hotels and the City. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Organization Contact Name, Title, Address and Phone Number:

Craig Bogner, GM, P.O. Box 1131, Tomball, TX 77377, 832-715-6291

Contact's Signature:



Date: 10-29-2021

<u>Concessions</u>	<u>50,000</u>
<u>Memberships</u>	<u> </u>
<u>Subscriptions</u>	<u> </u>
<u>Other</u>	<u>55,000</u>
Total	<u>305,000</u>

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

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Organization Contact Name, Title, Address and Phone Number:

Craig Bogner, GM, P.O. Box 1131, Tomball, TX 77377, 832-715-6291

Contact's Signature:

Grady Martin - Pres. - TSCD

Date: 10.29.2021



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

G. Martin

Signature of Authorizing Official

10-29-2021

Date

GAADY MARTIN

Typed Name

President

Title within Organization

713-829-7116

Telephone

grasand@x200.com

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. Be specific and give examples. Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.

ANSWER: Formally established in 2000, the sister city relationship between Tomball and Telgte goes back to 1996, when Christian C. Tiews and his Telgte-born wife Lula moved to the Tomball area and noticed the many similarities between Tomball and Lula's home town. Telgte (pronounced Tell-gee, as in "Telge Road"), is a quaint German town, pop. 18,700, situated in the park-like landscape of North Rhine-Westphalia, 10 miles east of Münster, in northwest Germany. It was founded in 1238 and is well known for its beautiful medieval architecture. Telgte is situated in the middle of Germany's "horse country". 34% of its economy is based on manufacturing, 21% on trade and tourism and 32% on other services. The Tomball Sister City Organization is a nonprofit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany. To this end the corporation will endeavor to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

2. Describe how any grant funds will be used.

ANSWER: The Grant Funds will be used to supplement the organizations advertising budget to continue to attract more visitors to the Sister City events and the City of Tomball.

3. List the programs and activities for the grant year.

ANSWER: The Sister City Organization will host a German Heritage Festival in March and a German Christmas Market in December. Additionally, the Sister City Organization encourages and supports a student exchange program. To date the exchange program had 60 students and families participate.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

ANSWER: 100% of our events take place in Tomball. The German Heritage Festival and the German Christmas Market have shown increased attendance and vendor participation each year from their inception (2000 for the Heritage Festival and 2007 for the Christmas Market). The Sister City has substantially increased their expenditures with the implementation of the additional shuttle transportation. The new system has provided a safe, stable and relatively quick transportation to the festival area and has been well received by the attendees.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

ANSWER: Vendors and out of town visitors occupy local area hotels and motels

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

ANSWER: Publicity and advertising for the events is done through state-wide magazine advertising local radio and television ads.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

ANSWER: The City of Tomball will receive sales tax dollars from the sales generated by the vendors, additional regional and state exposure to the City from the visitors to it and local business see increased traffic in their businesses.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

ANSWER: The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of the two events. The Sister City promotes their efforts and by extension promotes the city of Tomball in some of the following. City of Tomball Events, Greater Tomball Chamber of Commerce, Lone Star College, Tomball High School, Klein Fest, Houston Fest, Texas German Society and Texas Festivals and Events Association.



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee. This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



Office of the Secretary of State

CERTIFICATE OF FILING OF

The Tomball Sister City Organization
File Number: 800077334

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 01/19/2010

Effective: 01/19/2010



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

DATE OF THIS NOTICE: 01-21-2003
NUMBER OF THIS NOTICE: CP 575 E
EMPLOYER IDENTIFICATION NUMBER: 43-1991155
FORM: SS-4 NOBOD
0532957028 0

TOMBALL SISTER CITY ORGANIZATION
% CHRISTIAN TIEWS
401 MARKET ST
TOMBALL TX 77375

FOR ASSISTANCE CALL US AT:
1-800-829-0115

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 43-1991155. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Tomball Sister City Organization	
Address (Street & number, P.O. Box or Route number) P. O. Box 1131	Phone (Area code and number)
City, State, ZIP code Tomball, Texas 77377	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Non-Profit Organization 501-(C) (4) Tax ID #43-1991155

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date
		Treasurer	

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 21 2003

THE TOMBALL SISTER CITY
ORGANIZATION
401 MARKET ST
TOMBALL, TX 77375

Employer Identification Number:
43-1991155
DLN:
403136001
Contact Person:
GIL STOREY ID# 52603
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(4)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

THE TOMBALL SISTER CITY

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt

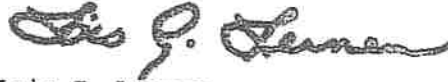
Letter 948 (DO/CG)

THE TOMBALL SISTER CITY

status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 948 (DO/CG)

Article I ORGANIZATION

- Section 1. Organization and Purpose. The Tomball Sister City Organization (hereafter referred to as the **TSCO**) is a non-profit corporation within the meaning of Section 501 (c) (4) of the United States Internal Revenue Code, incorporated under the laws of the State of Texas on 4/18/2002, filing number 800077334. The TSCO was incorporated for educational and charitable purposes, to foster and promote intercultural understanding and cooperation among the residents of the City of Tomball, through relationships with cities in other countries and through other related means.
- Section 2. The Principal Office. The principal office of the TSCO shall be in the city of Tomball, County of Harris, State of Texas, United States of America.
- Section 3. Other Offices. The TSCO may also have offices and places of business at other places as determined by the **Board of Directors** or as the business of the TSCO may require.

Article II MEMBERS AND MEMBERSHIP

- Section 1. Membership Purpose. The purpose of TSCO **Membership** is two-fold:
- a. To generate interest in the TSCO and its vision, and
 - b. To generate a minimal source of income for covering the TSCO's operating expenses and charitable contributions.
- Section 2. Period of Membership. The **Period of Membership** is January 1 through December 31.
- Section 3. Member Categories and Voting Rights. The TSCO shall have two **Member** categories: **Voting and Non-voting (Honorary) Members**.
- a. Voting Members are those persons or groups who apply for membership and make payment of the required **Membership Fee** for the Period of Membership. There shall be two types of Voting Members:
 - i. *Individual:* Any person 18 years or older: Individual Voting Members are entitled to one vote on matters calling for ratification by the TSCO Membership.
 - ii. *Corporate:* Any corporation, business, or association of corporations or businesses shall be entitled, through its duly recognized representative, one vote on matters calling for ratification by the TSCO Membership.
 - b. Non-voting (Honorary) Members are those persons or groups who have rendered conspicuous service for the improvement of international relations through activities connected with the TSCO, as determined by the Board of Directors. Non-voting (Honorary) Members shall not be allowed to vote on issues affecting the TSCO, but, without prejudice, may attend meetings, socials, and other TSCO activities as may occur, under the provisions appropriate to those activities.
- Section 4. Membership Application. Any person, family, or corporation desiring to be admitted as a Voting Member in the TSCO shall file a written **Membership Application**, as determined by the Board of Directors.
- Section 5. Membership Fees. The cost of and accounting for Membership Fees shall be as determined by the Board of Directors. Membership Fees are payable annually on or before January 1 and are delinquent on March 1, which constitutes **Membership Termination** (see Section 7).

Section 6. Membership Value. Membership in the TSCO is voluntary, intangible and shall have no monetary worth. Primary benefits to be derived from Membership in the TSCO shall be construed to be as stated in Article I of these By-Laws.

Section 7. Membership Termination or Withdrawal.

- a. Any cause which would render any person, family or corporation ineligible for membership in the TSCO under the provisions of these By-Laws may result in Membership Termination, as determined by the Board of Directors. Likewise, any member may, by giving written notice of such intention to the TSCO, withdraw from membership without cause, thereby constituting Membership Withdrawal.
- b. Terminations or Withdrawals shall be effective when recorded upon the books and records of the TSCO.
- c. All rights, privileges and interests of a member in or to the TSCO shall cease on Membership Termination or Membership Withdrawal or upon the termination of the TSCO as a corporation, whichever occurs first. Any forms submitted or any fees incurred by individuals, families or corporations as a result of seeking or obtaining membership shall remain the property of the TSCO, regardless of the date or reason for Membership Termination or Membership Withdrawal. There shall be no *pro rata* or other refunds of Membership Fees.

Section 8. Membership Rolls, Records and Administration. Membership Rolls and Records of the TSCO shall be maintained as determined by the Board of Directors. Administrative matters such as, but not limited to, the provision or non-provision of membership certificates, cards, mementos, incentives, terms of honorary membership(s) and the like shall be as determined by the Board of Directors.

Article III

DIRECTORS AND BOARD OF DIRECTORS

- Section 1. Purpose. The business and affairs of the TSCO shall be vested in, controlled by and conducted by a Board of Directors (**Board**).
- Section 2. Duties. It shall be the duty of the Board:
- a. To carry on and conduct the business of the TSCO for its Members.
 - b. To perform all acts necessary and proper to carry out the objectives and purposes of the TSCO.
- Section 3. Structure. The Board shall be comprised of not less than seven (7) nor more than fifteen (15) **Directors**. Fewer than seven Voting Members willing to serve as Directors becomes grounds for corporation dissolution.
- Section 4. Classes of Directors. There shall be two classes of Directors:
- a. **Elected Directors** (no more than 12 and no fewer than 4, total) shall be elected from among the Voting Members of the TSCO, by the Voting Members at the **Annual Membership Meeting** (See Article V).
 - b. **Appointed Directors** (no more than 3, total) may be appointed by the incumbent Tomball Mayor and Council. To vote on Board matters, an Appointed Director must be a Voting Member.
- Section 5. Term. Directors shall serve a three (3) year term.
- a. Terms shall be staggered, the intent being to elect or appoint one-third of all Directors each calendar year.
 - b. Any Director may be removed from office for cause by a three-fourths vote of the remaining Board or by a majority vote of the Voting Members.
 - c. The Board has the authority to fill a vacant Elected Director position with a qualified Voting Member, but only until the next Annual Membership Meeting. A new Elected Director filling the vacancy will serve only until the end of the original vacated term.
 - d. The Mayor and Council have the authority to fill a vacant Appointed Director position at any time, to serve only until the end of the original vacated term.

- e. In the event all Elected Directors resign or their positions otherwise become vacant, their successors shall be elected at a **Special Membership Meeting** or at the Annual Membership Meeting in accordance with the provisions of these By-Laws (see Article V).

Section 6. Compensation. The Directors shall not receive any compensation for their services as such, but, by resolution of the Board, Directors may be reimbursed for actual and necessary expenses incurred in the performance of their duties.

Section 7. Policies and Procedures. The Board of Directors shall operate under their own written and voted **Policies and Procedures** to manage the affairs of the TSCO or to conduct its business.

- a. The TSCO shall maintain a file of Policies and Procedures, which shall be open to inspection by all Members.
- b. Policies and Procedures may be changed or rescinded by a simple majority vote of those Directors present (if a **Quorum**) at any **Regular Board Meeting** (see Article V).

Section 8 Liaisons. Board of Directors shall recognize and request the following offices serve themselves or appoint an agent as permanent Liaisons to the Board. These offices are the City Manager of Tomball, President of the Tomball Community College, President of Tomball Chamber of Commerce, and the Tomball I.S.D. Superintendent. Liaisons, without prejudice, may attend meetings, socials, and other TSCO activities as may occur, under the provisions appropriate to those activities.

Article IV OFFICERS

Section 1. Purpose. The business and affairs of the Board of Directors shall be focused and administered by the TSCO **Officers**.

Section 2. Duties. It shall be the duty of the Officers:

- a. To perform the necessary administrative functions for the TSCO to conduct its normal business requirements and corporate obligations.
- b. To provide guidance and continuity in order to further the objectives and purposes of the TSCO.

Section 3. Structure. The Officers of the TSCO shall be a President, a Vice-President, a Secretary, and a Treasurer.

- a. President. The President shall be the chief executive officer of the TSCO and as such shall:
 - i. Preside at all meetings of the Directors and members;
 - ii. Subject to the advice and control of the Directors, have general supervision of the affairs of the TSCO, and shall cause the approved resolutions of the Board of Directors to be carried into effect.
 - iii. Retain during his/her tenure, and pass on to his/her successor:
 - The TSCO Articles of Incorporation,
 - The latest copy of the TSCO By-Laws, and
 - The Policies and Procedures of the TSCO.
 - iv. Maintain official copies at Tomball City Hall.
- b. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and perform additional duties as the Board of Directors shall prescribe.
- c. Secretary. The Secretary shall:
 - i. Attend all meetings of the Members and of the Board of Directors and keep full and complete minutes of the proceedings; in case of absence, the President shall designate a Secretary for that meeting from among the Board of Directors.
 - ii. Maintain an historical record of all written TSCO Minutes (monthly or otherwise)
 - iii. Have custody and control of the corporate seal of the TSCO.

- iv. Perform and discharge such other duties as may be required by law, by the Articles of Incorporation, by these By-Laws, or by the Board of Directors.

d. Treasurer. The Treasurer shall:

- i. Receive and keep all funds of the TSCO and deposit the same in such bank or banks as designated by the Board of Directors. He/she shall have authority to sign checks alone for up to \$200.00. Any checks in excess of \$200.00 shall require two authorized signatures.
- ii. Keep accurate and timely records of all fiduciary accounts, receipts, disbursements, appropriations and obligations, and provide an accounting of same at each Regular Board Meeting.
- iii. Prepare an Annual Budget in conjunction with guidance determined by the Board of Directors.
- iv. Maintain a complete historical record of TSCO budgets, monthly Treasurer Reports and other financial documents.
- v. Perform and discharge other duties as may be required by law, by the Articles of Incorporation, by the By-Laws, or by the Board of Directors.

Section 4. Qualifications. Officers will be chosen by the Directors from among those Directors who are also Voting Members, according to procedures determined by the Board.

Section 5. Term. Officers shall serve a one (1) year term, from October 1 through September 30.

- a. Election of Officers shall be held at the Annual meeting of the Board of Directors in September of each year, and those positions will be effective as of that meeting.
- b. Any Officer may be removed from office for good cause by a three-fourths vote of the Board or by a majority vote of the Voting Members.
- c. Vacancies, however occurring, will be filled for only the remaining term of the vacant position.

Article V

Committees

Section 1. Purpose: The purpose of committees is to strengthen the role of the Board of Directors by explaining, proposing, studying and/or recommending courses of action for review by the Board of Directors and for presentation to the membership.

Section 2. Committee Formation: Members of the committees shall be recommended by the President and approved by the Board of Directors or may be selected by the Committee Chair. Committee members may come from the Directors, TSCO membership or the community at large. Committee members serve at the pleasure of the Board and the Committee Chair.

Section 3. Rules Governing Committees:

- a. The Chair of a committee must be a member of the Board of Directors. Unless the Board of Directors has selected a chairperson or the Chair is otherwise designated in these by-laws, the committee shall select a chair from its own number.
- b. Non-board members may be appointed to Board committees with the exception of the Executive Committee. However, in no case will non-board members make up the majority of any committee.
- c. The designation of any committee and the delegation thereto of authority shall not relieve the Board, or any member thereof, of any responsibility imposed by law, the Articles of Incorporation or the By-Laws.

- d. The Board of Directors, with approval of a majority of the entire Board, may abolish a committee, except for Standing Committees. Standing Committees may be abolished only by an amendment to these by-laws.
- e. No committee shall expend money or incur a financial obligation for TSCO without submitting a request to and receiving prior approval from the Board of Directors. Such request shall contain a detailed budget, including expenses and where income is coming from to support the program.

Section 4. Committee Role and Duties: All committees shall act in an advisory capacity to the Board and each shall have powers and perform such duties not inconsistent with law, the Articles of Incorporation and the by-laws. Except in cases where otherwise provided in the by-laws, a majority of the committee shall constitute a quorum. The vote of a majority of such quorum at a duly constituted meeting shall be sufficient to pass any measure. The rules and regulations governing Standing Committees apply to Ad Hoc Committees. Committee structure is determined by function and responsibility, role and definition.

- a. Each committee shall keep a full and fair account of its transactions.
- b. All business, acts or recommendations of a committee shall be reported by the Chair of the Committee to the Board of Directors at their next meeting. The Board of Directors shall review reports and may approve or disapprove of committee reports.
- c. When designated by the by-laws or upon need, the Chair of the Committee shall submit a report and recommendations to the membership at the annual meeting for their consideration and vote.

Section 5. Meeting of Committees: Meetings will be called by the Chair of the committee. Committees shall also meet at the call of the President or any three (3) members of the Committee.

Section 6. Standing Committees: The following shall be the Standing Committees of TSCO. Each standing committee shall have and may exercise all the authority as may be assigned to it by the Board of Directors and the by-laws.

- a. **By-Laws Committee**: The By-Laws Committee shall meet to review and update the by-laws at least biennially in even years or as needed. The membership or the board may submit by-laws to the Committee as a recommended item for vote at the annual meeting.
 - i. The By-Laws Committee reviews by-laws for continuity, language or administrative conflicts.
 - ii. The By-Laws Committee submits all proposed by-law changes to the Board for review and recommendation of acceptance or rejection.
 - iii. The By-Laws Committee will prepare a written presentation to the membership that will reflect the existing by-laws, proposed changes and the Board position. The pro and con positions can be discussed at the annual meeting, prior to the general membership meeting.
 - iv. The Chair of the By-Laws Committee shall give the presentation on proposed by-law changes to the membership at the annual meeting.

- b. **Student Exchange Committee:** The Student Exchange Committee shall meet as necessary to conduct and oversee the exchange of students. The purpose of this committee shall be to oversee the exchange of all students between sister city communities.
- i. The Student Exchange Committee recruits host families or students as necessary.
 - ii. The Student Exchange Committee makes policies concerning exchange students and host families as necessary and not in conflict with TSCO Articles or By-Laws or Sister City International Policies.
 - iii. The Student Exchange Committee will prepare a written presentation to the membership that will be presented to the annual membership as a status of the program.
 - iv. The Wayne Stovall Scholarship
- c. **Tomball German Heritage Festival Committee:** TSCO began the event in 2001 as a one-day community event and has become an annual, family-oriented festival promoting camaraderie and fun, including arts and crafts, children's activities, such as a petting zoo and rides, German music and dancing, Heritage center and German church, Alphenfest, the premier German band in Texas, German food concessions, a Biergarten and vendor booths. In 2004 the festival became a two day event.
- i. The focus of the Tomball German Heritage Festival is the celebration of Tomball's prominent German American heritage, legacy of the determined nineteenth century immigrants who settled in the Tomball and surrounding areas over 150 years ago.
 - ii. The City of Tomball, the Tomball Area Chamber of Commerce, numerous civic clubs, businesses, and private donors have actively supported the Festival since its inception.

- iii. More than 20,000 – 30,000 people have attended the Festival yearly, bringing the community together and bringing visitors into Tomball, thereby creating a significant tourism event, benefiting the Festival's many supporters.
- iv. The TSCO desires and request the support and endorsement of the City of Tomball in this community-wide effort.

d. Public Relations Committee: The Public Relations Committee shall meet as necessary to conduct and oversee the communication of TSCO business. The purpose of the Public Relations Committee is to provide all external and internal official TSCO communication.

- i. The Public Relations Committee maintains a directory of current memberships and affiliations.
- ii. The Public Relations Committee makes policies concerning communications as necessary and not in conflict with TSCO Articles or By-Laws or Sister City International Policies.
- iii. The Public Relations Committee will prepare a written presentation to the membership that will be presented to the annual membership as a status of the events not covered by other committees.
- iv. The Public Relations Committee shall produce a TSCO newsletter as given in the TSCO Policy and Procedures.

Section 7. Ad Hoc Committees. Committees referred to as Ad Hoc Committees are committees that from time to time, and as necessary, are created and authorized to fulfill an organizational need. Such committees shall be designated by the President with approval of the Board of Directors, for such tasks as circumstances warrant. The committee shall limit its activities to the accomplishment of the task, for which it is appointed and shall have no power to act, except as is specifically conferred by the Board

of Directors. Upon completion of tasks for which the committee is appointed, such committee shall stand discharged

Article VI MEETINGS

Section 1. Types of Meetings.

a. Membership Meetings

- i. Annual
- ii. Special

b. Board Meetings

- i. Regular
- ii. Special

Section 2. Membership Meetings

a. Annual Membership Meeting.

- i. There shall be an Annual Membership Meeting in the month of September each year, within the city limits of the City of Tomball, unless otherwise determined by the Board of Directors.
- ii. The purposes of the Annual Membership Meeting are to:
 - Elect TSCO Directors to vacant or expiring positions,
 - Receive annual reports from TSCO Officers and
 - Transact other TSCO business as required.
- iii. Any program beyond the purposes set forth above shall be arranged by the Board of Directors, and shall be devoted to subjects of general interest to TSCO Members.

iv. Specific Procedures for Annual Membership Meetings.

a. Nominations for Elected Directors.

- 1. The President shall appoint a **Nominating Committee**, consisting of at least three Voting Members who may, but need not be Directors, but who may not be candidates for election or re-election that year, to nominate candidates for any Elected Director vacancies.
- 2. In addition, at the Annual Membership Meeting, nominations of any Voting Member may be made from the floor by another Voting Member. A Voting Member nominated from the floor must accept the nomination before his or her name shall be placed on the ballot. Any person or committee nominating a Voting Member for Director must have the written consent of the nominee at the time of nomination, if the nominee is not present to accept in person.

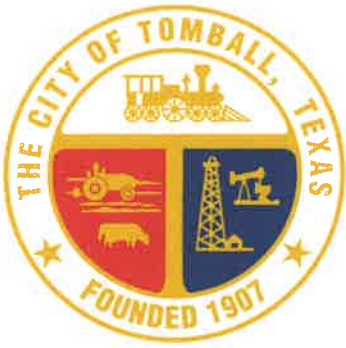
- b. Voting at the Annual Membership Meeting.
 1. Each Voting Member who has paid his or her annual Membership Fee by September 1 of that year shall be entitled to vote at the Annual Membership Meeting. Likewise, the statutory agent or any person properly authorized in writing may cast the vote for a Corporate Voting Member.
 2. Voting for the election of TSCO Elected Directors at the Annual Membership Meeting shall be by secret paper ballot, unless done by acclamation. In all other matters, the Chair of the meeting (TSCO President) shall have the authority to conduct voting by voice, show of hands, or paper ballot.
 3. Any candidate for the position of Director shall have the right to an observer during the vote count.
 4. The actual paper ballots cast shall be retained for a period of thirty (30) calendar days by the TSCO Secretary, during which time any Voting Member may review them and note a challenge to any election.
- c. Special Membership Meeting.
 1. The purpose of a Special Membership Meeting is to conduct business that is of such urgency that it cannot wait until the next Annual Membership Meeting.
 2. Special Membership Meetings may be called by
 3. The President,
 4. A majority of the Board of Directors, or
 5. A petition of at least ten percent (10%) of the Voting Members, which must be submitted to the President at least 30 days prior to the date of the requested meeting.
 6. Any call for a Special Membership Meeting shall state the day, date, time and place of the meeting, which must occur within the city limits of Tomball, Texas.
 7. If no designation is made, the place of meeting shall be the Tomball City Hall
- d. Procedures applicable to either Annual or Special Membership Meetings.
 1. Notice of Annual or Special Membership Meeting.
 - Notice stating the day, date, time and place of any Annual or Special Membership Meeting shall be by the official Tomball City Newsletter, another newspaper of general circulation in the City of Tomball, and to Members (Voting and Honorary) by First Class mail.
 - Mailing, notification or public notice shall occur not less than one (1) week before the date of the meeting.

2. Quorum at Annual or Special Membership Meeting. Ten percent (10%) of the Voting Members of the TSCO present in person at any Annual or Special Membership Meeting, shall constitute a Quorum for the transaction of any and all business.
3. Order of Business at Annual or Special Membership Meeting. This order of business may be altered or suspended at any meeting by a majority vote of the Voting Members present. Parenthetical entries show primary responsibility for the Agenda item.
 - Call to order. (President)
 - Approval of the Agenda. (Voting Members)
 - Approval of Minutes of previous meeting. (Voting Members)
 - Communications. (Secretary)
 - Reports of Officers. (President, Vice-President, Treasurer, Secretary)
 - Special reports. (Board and/or Members)
 - Old business. (Board and/or Members)
 - New business. (Board and/or Members)
 - Election of Directors. (Nominating Committee and Voting Members)
 - Adjournment. (President)
4. Presiding Officers at Annual or Special Membership Meetings. The President and the Secretary of the TSCO shall act as Chair and Secretary respectively at all Annual or Special Membership Meetings.

Section 3. Board Meetings

- a. Regular Board Meetings.
 - i. There shall be a scheduled, monthly Regular Board Meeting at a time and place as determined by the Board of Directors.
 - ii. The purpose of the Regular Board Meeting is to transact TSCO business, as required.
 - iii. Regular Board Meetings will be open.
 - iv. Attendance is important; the TSCO has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board or committee members. The Chair of the Board or Committee can excuse a member's absence.

- b. Procedures for Regular Board Meetings.
 - i. Notice of Regular Board Meetings: every reasonable attempt shall be made to inform the TSCO Membership of the day, date, time and place of all Regular Board Meetings. This will normally be accomplished through the official Tomball City Newsletter and TSCO announcements as determined by the Board of Directors, and will normally be available via the Tomball City Hall master calendar of events.
 - ii. Regular Board Meetings may be canceled or deferred by the President for inclement weather or other valid reason.
- c. Special Board Meetings.
 - i. Special Board Meetings may be called by the President or by a majority of the Board of Directors at a day, date, time and place appointed by those calling the meeting.
 - ii. The purpose of a Special Board Meeting is to conduct business that is of such urgency that it cannot wait until the next Regular Board Meeting.
 - iii. When a Special Board Meeting is called, the Secretary shall give the Directors five (5) days notice of such meeting by mail, or forty-eight (48) hours notice by telephone, stating day, date, time, place, and the principal items of business to be transacted.
- d. Procedures applicable to either Regular or Special Board Meetings.
 - i. Quorum: Attendance at any Board Meeting by at least fifty percent (50%) of the Directors who are Voting Members shall constitute a Quorum for the transaction of any and all business by the Board.
 - ii. Order of Business: The order of business for any Board Meeting shall be established by the President or the Directors, as appropriate.



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377

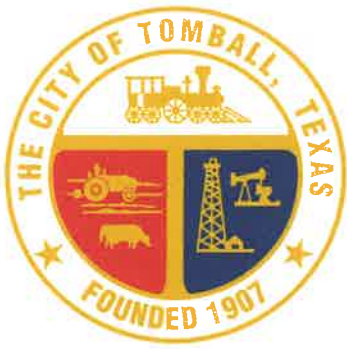


Budget

The TSCO CPA over the last many years has been Randy Parr, past Fire Chief for the city of Tomball. TSCO has had a Management of the City who is also a CPA looking over our books for many years. Randy retired this year 2021. TSCO will be getting a new CPA 2022 at that time we will be getting an Audit done.

Sincerely,


Craig Bogner
GM



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377



Schedule of Board of Directors Meetings

October 11, 2021

January 12, 2022

April 13, 2022

July 13, 2022

Craig Bogner

832-715-6291
31226 Antonia Lane, Tomball, TX 77375

craigbogner@gmail.com

Work History

May 2016 – current

Tomball Sister City – General Manager Tomball German Festivals

Duties & Responsibilities

Oversee all the working of the Tomball German Heritage Festivals and the Tomball German Christmas Festivals. Vendor applications, Advertising, Permits, Entertainment Budgets, Traffic Flow and Safety.

March 2004 – March 2016

Owner , Kwik Kopy Printing, Tomball, TX

Duties & Responsibilities

Supervised day to day operations of the prepress department, press room and bindery. Maintained accounts receivable and accounts payable daily.

March 2002 – May 2004

Advertising Consultant, AutoTrader.com

Duties & Responsibilities

Worked with independent and franchised auto dealers. Both active and prospect accounts in defined territories. Help guide and educate dealers to make the best advertising decision.

March 2000 – March 2002

Account Representative, Arcadia Financial

Duties & Responsibilities

Worked with independent and franchised auto dealers. Both active and prospect accounts in defined territories. To help produce sub-prime auto loans

March 1998 – March 2000

Financial Director, Streater Smith Honda

Duties & Responsibilities

Director of 3 dealerships in the financial and insurance department. Matching customers and financial institutions and insurance company's.

Education

Various Program Certifications

United States Navy

Honorable discharge E-5

Non-Degree Program

Lone Star College System – North Harris

High School Diploma/GED

Magnolia High School



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2021

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

PRODUCER Kaliff Insurance 2009 NW Military Hwy San Antonio TX 78213		CONTACT NAME: AJ Barajas PHONE (A/C, No, Ext): (210) 829-7634 FAX (A/C, No): (210) 829-7636 E-MAIL ADDRESS: AJ@kaliff.com	
INSURED Tomball Sister City Organization P.O. Box 1131 Tomball TX 77377		INSURER(S) AFFORDING COVERAGE INSURER A: T.H.E. Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL216123319 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:	Y		CPP0108132-00	05/26/2021	05/26/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ N/A						
	PERSONAL & ADV INJURY \$ 1,000,000						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

ADDITIONAL INSURED AS RESPECTS TO INSURED'S OPERATIONS AS CONTRACTUALLY OBLIGATED: City of Tomball, its officials, employees, volunteers, Boards and Commissions

CERTIFICATE HOLDER City of Tomball 401 Market Street Tomball TX 77375	CANCELLATION 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 <i>Mitchell H Kaliff</i>
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T.H.E. INSURANCE COMPANY

c/o CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816-4378
www.theinsco.com

Administrative Office
70 Seaview Avenue #6, Stamford, CT 06902

T.H.E. Insurance Company's Partner Agency

KALIFF INSURANCE
2009 NW MILITARY HWY, STE 103
SAN ANTONIO TX 78213

Phone: 210-829-7634
Fax: 210-829-7636

T.H.E. Insurance Company POLICY PROVISIONS

In consideration of the payment of the premium, in reliance upon the statements made a part hereof and subject to all the terms of this policy, the Company agrees with the Named Insured as follows:

THIS POLICY JACKET WITH THE POLICY DECLARATIONS PAGE AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE POLICY.

Toni Ann Perkins

Toni Ann Perkins, Secretary

Donna Nadeau

Donna Nadeau, President

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary and countersig ned on the DECLARATIONS and on each Coverage Part by a duly authorized representative of this company.

JACKET 04 13

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO POLICYHOLDERS

New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	<p>WARNING : Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p>WARNING : All Workers Compensation Insurance : Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.
Pennsylvania	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>

NOTICE TO POLICYHOLDERS

Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).



**T.H.E.
INSURANCE
COMPANY**

Baton Rouge, Louisiana

Renewal of Number
NEW

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

Policy No. CPP 0108132 00

Named Insured and Mailing Address

TOMBALL SISTER CITY ORGANIZATION, INC.
PO BOX 1131
TOMBALL TX 77377

Producer

KALIFF INSURANCE
2009 NW MILITARY HWY, STE 103
SAN ANTONIO TX 78213

Policy Period: From 05/26/2021 To 05/26/2022 at 12:01 A.M. Standard Time at
mailing address shown above.

Business Description: NOT FOR PROFIT ORGANIZATION

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	FULL TERM PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 2,160.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

TOTAL PREMIUMS	\$	2,160.00
TAX/FEE/SURCHARGE	\$	
TOTAL	\$	2,160.00

TOTAL AMOUNT DUE: \$2,160.00 **PAYABLE ACCORDING TO SCHEDULE.**

Form(s) and Endorsement(s) made part of this policy at time of issue:

CG0001 04/13	CG0103 06/06	CG0435 12/07	CG150MTX 09/99	CG2001 04/13
CG2026 04/13	CG2101 11/85	CG2106 05/14	CG2133 11/85	CG2135 10/01
CG2167 12/04	CG2173 01/15	CG2196 03/05	CG2407 01/96	CG2639 12/07
IL0003 09/08	IL0017 11/98	IL0021 09/08	IL0168 03/12	IL0275 11/13
PNTX01B 05/20				

T.H.E. Insurance Company (A Stock Company)

Donna Radreau

Authorized Representative

06/24/2021
3Y

INSURED COPY

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**T.H.E.
INSURANCE
COMPANY**

Baton Rouge, Louisiana

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
DECLARATIONS**

Named Insured and Mailing Address

TOMBALL SISTER CITY ORGANIZATION, INC.
PO BOX 1131
TOMBALL TX 77377

Policy No. CPP 0108132 00

Policy Period: From 05/26/2021 to 05/26/2022 at 12:01 A.M. Standard Time at
mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000	
Products-Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	N/A	

RETROACTIVE DATE (CG 00 02 only)

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES

Form of Business: NOT FOR PROFIT ORGANIZATION

Location of All Premises You Own, Rent or Occupy:

001 201 S ELM STREET
TOMBALL TX 77375

FULL TERM PREMIUM

Classification	Premium Code No.	Pr/Co	Rate All Other	Advance Premium Pr/Co	All Other
EXHIBITIONS-OUTSIDE-NO STADIUMS OR	43424				\$ 2,160.00

Full Term Premium: \$ 2,160.00

Total Tax/Fee/Surcharge:

Tax:

Fee:

Sur:

Total Due: \$ 2,160.00

FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made part of this policy at time of issue :



**T.H.E.
INSURANCE
COMPANY**

Baton Rouge, Louisiana

**COMMERCIAL GENERAL LIABILITY
SCHEDULE**

Named Insured TOMBALL SISTER CITY ORGANIZATI

Policy No. CPP 0108132 00

Premises No. 001 201 S ELM STREET
TOMBALL TX 77375

DESCRIPTION

SERIAL NUMBER

COVERAGE IS FOR SPECTATOR LIABILITY ONLY

N/A

GERMAN CHRISTMAS MARKET EVENT DATE: 06/01/21 - 06/07/21

N/A

INCLUDES SET UP & TEAR DOWN

N/A

TOMBALL GERMAN HERITAGE FESTIVAL DATE: 12/07/21 - 12/13/21

N/A

INCLUDES SET UP & TEAR DOWN

N/A

PREMISES

N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

- 1.** An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
- 2.** Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART–FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy :

- a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.**

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one-and two-family dwellings:
 - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a) Fraud in obtaining coverage;
 - (b) Failure to pay premiums when due;
 - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
 - c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one-and two-family dwellings:
 - (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
 - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
 - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c) If the Named Insured submits a fraudulent claim; or
 - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.
- B. The following condition is added and supersedes any provision to the contrary:**
- Nonrenewal**
1. We may elect not to renew this policy except that , under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
 2. This paragraph, **2.**, applies unless the policy qualifies under Paragraph **3.** below.
If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
 3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a. The first Named Insured; and
 - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.
 We will mail or deliver such notice to each last mailing address known to us.
 4. If notice is mailed, proof of mailing will be sufficient proof of notice.
 5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

NOTICE TO POLICYHOLDERS

TEXAS COMPLAINT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

AXA XL

To get information or file a complaint with your insurance company:

Call: Risk Associate at: 1-800-622-7311
Toll Free: 1-800-622-7311
Email: USInquiries@axaxl.com
Mail: Seaview House, 70 Seaview Avenue, Stamford, CT 06902-6040

The Texas Department of Insurance

To get help with an insurance question, or file a complaint with the state:

Call: 1-800-252-3439
Online: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

AXA XL

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Risk Associate al: 1-800-622-7311
Teléfono gratuito: 1-800-622-7311
Correo electrónico: USInquiries@axaxl.com
Dirección postal: Seaview House, 70 Seaview Avenue, Stamford, CT 06902-6040

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar

una queja ante el estado:

Llame: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



T.H.E. INSURANCE COMPANY

Dear T.H.E. Customer:

T.H.E. Insurance Company takes your privacy seriously. Because we value our customer relationship with you, we do not sell customer information or share it with organizations outside of our family of companies for their own marketing purposes.

Why are we sending you a Notice of our Privacy Policy?

A new federal law (the "Gramm-Leach-Bliley Act") permits banks, investment companies, and insurance companies to provide financial services. This same law requires T.H.E. to share in writing our attached Notice of Privacy Policy.

This federal law does not apply to our efforts to market products or services to you. You may receive information about T.H.E.'s insurance and financial products that we believe may suit your needs.

Protecting customer information

Privacy has always been important to T.H.E. We have physical, electronic, and organizational safeguards in place to protect customer information. We continually review our policies and practices, monitor our computer networks, and test the strength of our security in order to help us ensure the safety of customer information.

Thank you for choosing T.H.E. We appreciate your business.

Donna Nadeau
President

Notice of Privacy Policy

T.H.E. Insurance Company

We value you as a customer and take your personal privacy seriously. We will inform you of our policies for collecting, using, securing, and sharing nonpublic personal information ("customer information") the first time we do business and every year that you are a T.H.E. customer.

Our Privacy Principles

- We do not sell customer information
- We do not provide customer information to persons or organizations outside our family of companies who are doing business on our behalf, for their own marketing purposes
- We contractually require any person or organization providing products or services to customers on our behalf to protect the confidentiality of our customer information
- We do not share customer medical information with anyone within our family of companies, unless you expressly authorize it, or unless your insurance policy contract with us permits us to do so
- We afford prospective and former customers the same protections as existing customers with respect to the use of personal information

Information We May Collect

We collect and use information we believe is necessary to administer our business, to advise you about our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, such as those below.

Types of nonpublic personal information we may collect and how we gather it:

- From you, (on applications for our insurance, banking and investment products, on our other forms, through telephone or in-person interviews, and your agent) such as your address and telephone number
- From your transactions with us or our affiliates, such as your payment history, underwriting, and claim documents
- From outside companies, such as your driving record and claim history
- From consumer reporting agencies, such as your credit history

How We Use Information About You

We use customer information to underwrite your policies, process your claims, ensure proper billing, service your accounts, and offer you other insurance or financial products that we believe may suit your needs.

Information Disclosure

We share information about our transactions (such as payment of premium) and experiences (such as an auto accident) with you within our family of companies and with our agents to better serve you and to assist in meeting your current product and service needs. We may also disclose customer information about you to persons or organizations inside or outside our family of companies as permitted or required by law, including companies that perform marketing services for us or with whom we have joint marketing agreements. These agreements allow us to provide a broader selection of insurance and financial products to you.

We share customer information as necessary to handle your claim and to protect you against fraud and unauthorized transactions. For example, we might share customer information such as name, address, and coverage information with an auto body shop to speed up repairs on an auto damage claim.

Your Choice to Share Information

There are two types of information sharing – information sharing within our family of companies and information sharing outside of our family of companies. We do not sell customer information. We do not disclose any nonpublic personal information about our customers or former customers to anyone outside our family of companies, except as permitted by law. The choice in the Special Notice, which follows, applies only to sharing of information within our family of companies and with your agent. For example, if you are an auto policyholder, our ability to share information among our companies allows us not to ask again about your driving record when you apply for another type of policy.

T.H.E. Protects Customer Information

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and organizational safeguards that comply with federal and state regulations to guard your nonpublic personal financial information. We continually review our policies and practices, monitor our computer networks, and test the strength of our security in order to help us ensure the safety of customer information.

Our Privacy Policy Applies to All Companies Within the T.H.E. Family of Companies:

Allied International Holdings, Inc.
T.H.E. Insurance Company
Tropic Capital Corp.
Security General Insurance Agency, Inc.
Short Term Special Events, Inc.
Allied Specialty Insurance, Inc.
All Risk Claims Services, Inc.
Allied Specialty Agency of Western Canada, Ltd.
Allied Specialty of California Insurance Agency, Inc.
Allied Specialty Insurance Agency of Canada, Ltd.
Preferred Management Associates, Inc.
Inspecto Corp.

SPECIAL NOTICE REGARDING THE SHARING OF CERTAIN INFORMATION WITHIN THE T.H.E. FAMILY OF COMPANIES

This notice applies only to the sharing of information within our family of companies that does not involve your transactions or experiences with us.

What Information We Share

Unless you tell us not to, we may share nonpublic personal information within our family of companies that was obtained from your application, such as your occupation; or information obtained from a consumer report, such as your credit history. We may also verify information provided by you, such as your driving record; or information regarding your employment, such as your employment history.

Why We Share

We may share information about you within our family of companies to enhance our service to you, to underwrite your policies, to measure your interest in our products and services, to improve existing products and develop new ones, and to monitor customer trends.

Who We Share With

We may share information within our family of companies and with our agents.

If you prefer that we not share this information within our family of companies, please call us toll-free at 1-800-237-3355. Your choice will also apply to your joint account holders and/or policyholders.

Your direction not to share this information does not limit us from sharing certain information about your transactions with us (such as your name, address, and payment history) or your experiences with us (such as your claim activity). This choice does not apply to our efforts to market products and services to you. You may receive information about our insurance and financial products that we believe may suit your needs.

***THANK YOU FOR CHOOSING T.H.E. INSURANCE COMPANY. WE VALUE YOU AS
A CUSTOMER AND APPRECIATE THE OPPORTUNITY TO SERVE YOU.***

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contractor agreement; or
- (2) Assumed in a contractor agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you. Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products - completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products - completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. However, this exclusion does not apply to liability for damages because of "bodily injury". As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach Of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality Or Performance Of Goods – Failure To Conform To Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description Of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers ' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

3. The Products -Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property " means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contractor agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance		Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000	each employee	\$ 1,000.	\$ INCLUDED
	\$ 1,000,000	aggregate		
Retroactive Date:	05/26/2021			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. The following is added to Section I - Coverages:**COVERAGE - EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III** - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b.** This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.

- c.** A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph **a.** above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d.** All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts,

errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income

Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy

period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"
 apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV - Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

- b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
- 2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
- 3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- 4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

- 1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- 4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H.** For the purposes of the coverage provided by this endorsement, Definitions **5.** and **18.** in the **Definitions** Section are replaced by the following:

- 5.** "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 18.** "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

POLICY # CPP 0108132 00

SCHEDULE

SEE SCHEDULE ATTACHED

NOTE: NO COVERAGE OF ANY TYPE IS PROVIDED UNDER THIS POLICY FOR CLAIMS RELATING TO FIREWORKS, MOTORSPORTS, & MECHANICAL AMUSEMENT RIDES UNLESS SPECIFICALLY SCHEDULED ABOVE.

COVERAGE EXTENDS ONLY TO THOSE EVENTS SCHEDULED HEREIN OR ENDORSED ON THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Non contributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, BECAUSE OF A WRITTEN CONTRACT OR OTHER AGREEMENT THAT REQUIRES YOU TO ADD AS AN ADDITIONAL INSURED AND TO PROVIDE INSURANCE, BUT ONLY WITH RESPECTS TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" CAUSED IN WHOLE OR IN PART, RESULTING FROM YOUR WORK OR OPERATIONS FOR THE ADDITIONAL INSURED, AS PERMITTED BY LAW. NO COVERAGE APPLIES TO LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However :

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contractor agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Operations:

FESTIVAL AS SCHEDULED HEREIN.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily in jury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Designated Product(s):

ALL PRODUCTS EXCEPT FOOD, BEVERAGE,
AND NOVELTY ITEMS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1.** Section **I** - Coverage **C** - Medical Payments does not apply and none of the references to it in the Coverage Part apply; and
- 2.** The following is added to Section **I** - Supplementary Payments:
 - h.** Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

FESTIVAL AS SCHEDULED HEREIN

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**TEXAS CHANGES – EMPLOYMENT-RELATED
PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 15, 2021

Topic:

Approve Resolution No. 2021-40 – a Resolution of the City Council of the City of Tomball, Texas, Casting Its Ballot for the Election of a Person to the Board of Directors of the Harris County Appraisal District

Background:

Resolution No. 2021-40 is presented for Council consideration and approval.

Harris County Appraisal District requested nominations for the two-year term beginning on January 1, 2022. The current representative, and only nominee, for the 32 smaller cities and towns in Harris County, other than the City of Houston, on the six-member HCAD Board of Directors is Mike Sullivan, who was elected in 2017 and re-elected in 2019.

Harris County Appraisal District now ask Council to cast its ballot for an individual to fill the position on the Board of Directors of the HCAD, representing small cities other than the City of Houston, for a two-year term of office commencing on January 1, 2022.

Origination: Chief Appraiser, Harris County Appraisal District

Recommendation:

City staff makes no recommendation

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>11-9-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

RESOLUTION NO. 2021-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, CASTING ITS BALLOT FOR THE
ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF
THE HARRIS COUNTY APPRAISAL DISTRICT**

* * * * *

WHEREAS, the Chief Appraiser of the Harris County Appraisal District, Harris County, Texas, has delivered to the Mayor of this City the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this City deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; **now, therefore**

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

Section 1. That the facts and recitations set forth in the preamble of this Resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of Tomball, Texas, casts its vote and it does hereby cast its vote for **Mike Sullivan** to fill the position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the Mayor be, and she is, hereby authorized and directed to deliver or cause to be delivered an executed or certified copy of this Resolution to the Chief Appraiser of the Harris County Appraisal District no later than December 15, 2021.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 15TH DAY OF NOVEMBER 2021.

GRETCHEN FAGAN
Mayor

ATTEST:

Doris Speer
City Secretary

**CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT**

I, Gretchen Fagan, Mayor of the City of Tomball, Texas, certify that on the 15th day of November 2021, the City Council of the City of Tomball, Texas did, by Resolution No. 2021-40, cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of Council's choice.)

Mike Sullivan [X]

I further certify that a true and correct copy of the Resolution No. 2021-40 casting such ballot is attached hereto.

WITNESS MY HAND this 15th day of November 2021.

GRETCHEN FAGAN
Mayor

ATTEST:

Doris Speer
City Secretary

I, Doris Speer, City Secretary for the City of Tomball, Texas, do hereby certify that I am the custodian of the records of the City, and that the attached Resolution No. 2021-40, a Resolution of the City Council of the City of Tomball, Texas, Casting Its Ballot for the Election of a Person to the Board of Directors of the Harris County Appraisal District is a true and correct copy from the official records of the City of Tomball, Texas.

Doris Speer
City Secretary

November 15, 2021
Date



Harris County Appraisal District
Interoffice Memorandum

OFFICE OF THE CHIEF APPRAISER

TO: Presiding Officers of Taxing Units
Served by the Harris County Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the
Harris County Appraisal District

DATE: October 26, 2021

OCT 29 2021

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation and reclamation districts closed October 15, 2021. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

Martina Lemond Dixon was the only nominee for the position representing school districts other than Houston Independent School District and the junior college districts.

Charles Brandman, Erin Corken, Jonathan Cowen, Sandra Jaramillo, Shantai Magee, Wayne Mentz, and Patricia Morlen are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college

districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 15, 2021.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2021, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 15, 2021, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

Sincerely,



Roland Altinger, RPA
Chief Appraiser

Attachments

c: HCAD Board Members
Tax Assessors
Attorneys

(For Use by School Districts Other Than Houston ISD)

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT

I, _____, certify that on the _____ day of _____, 2021, the Board of Trustees of _____

Independent School District did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Martina Lemond Dixon []

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2021.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF _____
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON
TO THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, the chief appraiser of the Harris County Appraisal District has delivered to the mayor of this city, the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this city deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of _____ does hereby cast its
vote for _____, to fill the position on the board of directors of the
Harris County Appraisal District, representing and to be filled by the cities, other than the City of
Houston, participating in the appraisal district.

Section 3. That the mayor be, and he or she is hereby, authorized and directed to deliver
or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of
the Harris County Appraisal District no later than December 15, 2021.

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Secretary

(For Use by Cities Other Than the City of Houston)

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT

I, _____, certify that on the _____ day of _____, 2021, the City Council of the City of _____ did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Mike Sullivan []

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2021.

Mayor

ATTEST:

City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: 11/15/2021

Topic:

Approve purchase of a natural gas generator to replace the current generator at the Police Station, from Evolve Power Generation through the State of Texas DIR Contract, contract number DIR-TSO-4072, \$53,073.71.

Background:

Following a routine preventive maintenance of the generator located at the Police Department, it was noted that the generator is beginning to show severe deterioration due to age. Based on the age of the generator, many of the parts that could require replacement in the future are no longer in production.

Staff has worked with Evolve Power Generation, the company contracted to maintain the integrity of all City-owned generators, to determine options to ensure generator power remains in place for the Police Department, especially our emergency dispatch department, in order to maintain emergency services during a power outage or weather event.

Staff recommends replacing the existing diesel generator with a natural gas generator thereby limiting the need for the generator to be refueled prior to or during a power outage.

Origination: Public Works Department

Recommendation:

Staff recommends approving the purchase of a replacement generator through the State of Texas DIR contract, from Evolve Power Generation totaling \$53,073.71.

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

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: #100-157-6206

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

Signed	Meagan Mageo		Approved by		
	Staff Member	Date		City Manager	Date



EVOLVE POWER GENERATION

10555 COSSEY ROAD HOUSTON TX 77070
GENERAL INFORMATION (832)375-0099 BO WILLIAMSON CELL (281) 615 - 8204
EMERGENCY SERVICE (800) 723 - 4859 FAX (832) 375 - 0097

Company: City of Tomball City Hall **Date:** October 29, 2021

Attention: Meagan Mageo **Fax:** Delivered

Re: Evolve Proposal **Subj:**100 Kw

Thank you for allowing Evolve Power Generation the opportunity to offer the following generator proposal for your consideration.

Item I

Quantity of one (1) GS125 Natural Gas 125 Kw MTU Emergency Generator.

Engine Features

- Certified General Motors Engine.
- 125 kW, 125 kVA, 1800 RPM.
- Skid base.
- Unit mounted radiator.
- Electric safety shut-downs.
- Critical grade silencer.
- Flexible exhaust connection.
- Rain cap.
- Batteries.
- Battery rack and cables.
- Battery charger.
- Electronic governor.
- Block heater.
- Dry type air cleaner assembly.
- Oil drain extensions.

Generator Features

- 208 Volt, 60 Hertz, 3 Phase Generator.
- Class H insulation.
- Main circuit breaker, UL-Listed, electronic.
- Level 2 Sound Enclosure

Control Features

- Auto start digital engine control panel, NFPA-110 Level 1.
- Dry contact kit, NFPA-110.
- Engine run contacts.

- Level 2 Sound Enclosure
- Digital AC volt/amp/frequency meter.
- Over-current, over-frequency, over-voltage relays.
- Controller connection kit

Installation

- Delivery Crane and Installation Included
- All Electrical Connections Included
- All Exhaust Connections Included
- Flexible Gas Connection Included

Miscellaneous

- Anti-freeze, lube oil, and electrolyte.
- Owner's manuals.
- Two (2) Year warranty.
- Rated power factor test, 0.8 PF.
- Standard factory test.
- Start-up inspection (only one trip included to perform start up).

GENSET PACKAGE PRICE: 53,073.71

Delivery

- Delivery - 10 to 12 weeks.
- F.O.B. Job-site – Tomball, Texas.

Notes

- No fuel has been included.
- Detailed specifications not provided at time of proposal.
- No taxes are included in pricing.
- Any concrete work to be performed by others.
- See specification sheets.
- No plumbing of gas lines are included.

Clarifications

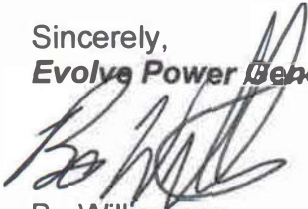
- Based on customer supplied information only as specifications not present while quoting.

Validity

- Pricing firm for forty-five (45) days.

Thank you and should you have any questions, please contact me by phone at (832)375-0099 or by fax at (832)375-0097.

Sincerely,
Evolve Power Generation



Bo Williamson
Power Generation Division

Accepted Date_____

Customer_____

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

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

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

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

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>11-8-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 15, 2021

Topic:

Confirm the Appointment of Finance Director by City Manager

Background:

Origination: David Esquivel, City Manager, Section 7.05, Home Rule Charter

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	<u>Doris Speer</u>	<u>11-8-2021</u>	Approved by	<u></u>	
	Staff Member	Date		City Manager	Date