

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



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

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, February 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.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR FEBRUARY 15, 2021, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. 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: 829 7827 9873, Passcode: 939146. 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 Mike Hernandez, Local Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time*

not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

E. Reports and Announcements

1. Announcements
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
 1. Luisa Taylor – Quarterly Investment Report for Period Ending December 31, 2020. 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 December 31, 2020, the City had total cash and cash equivalents in the amount of \$57,727,800.

F. Approval of Minutes

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

G. Old Business

1. Adopt on Second Reading, Ordinance No. 2021-11, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Seven and Eight Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto.

H. New Business

1. Consideration to approve Zoning Case P21-011: Request by David Weekley Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 13.4 acres of land legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District. The property is generally located on the south side of Brown Road between SH 249 and Quinn Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P21-011

- Adopt, on First Reading, Ordinance No. 2021-07, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 13.4 acres of land, legally described as tracts 17H, 17J, 17H-1, 17H-2, 17J-1 abstract 34 J House, within the city of Tomball, Harris County, Texas, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District; said property being generally located on the south side of Brown Road between SH 249 and Quinn Road; 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.

2. Conduct Public Hearing for the Purpose of Considering the Following Annexation: (Being a Tract or Parcel Containing 6.5681 Acres of Land known as Tracts 1 & 2 out of that Certain Called 40.1148 Acre Tract of Land Situated in the John M. Hooper Survey, A-375 In Harris County, Texas, Said 40.1148 Acre Tract being that Same Tract of Land as Described in a Deed Filed for Record under Harris County Clerk's File No. F41707.2 (13810 Windy Meadow Rd, HCAD 04304100000055))

3. Adopt, on First Reading, Ordinance No. 2021-03, 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 6.5681 Acres Of Land Known As Tracts 1 & 2 Out Of That Certain Call 40.1148 Acre Tract Of Land Situated In The John M. Hooper Survey, A-375 In Harris County, Texas, Said 40.1148 Acre Tract Being That Same Tract Of Land As Described In A Deed Filed For Record Under Harris County Clerk's File No. F41707.2 (13810 Windy Meadow Rd HCAD 04304100000055))]

4. Consideration to approve Zoning Case P20-436: Request by Paul Hicks to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately 6.5681 acres of land legally described as Tract 12 Abstract 375 J M Hooper, as Commercial District. The property is generally located at the southwest corner of SH 249 and Alice Road, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P20-436
- Adopt, on First Reading, Ordinance No. 2021-04, an Ordinance of the city of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of

Ordinances by establishing the zoning district of approximately 6.5681 acres of land, legally described as Tract 12 Abstract 375 J M Hooper, within the city of Tomball, Harris County, Texas, as Commercial District; said property being generally located at the southwest corner of SH 249 and Alice Road; 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.

5. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Kinsley Armelle to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters to be located at 21255 Spell Circle, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$45,000.00.
6. Approve, on First Reading, Resolution No. 2021-07-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and The Hutson Group to make direct incentives to, or expenditures for, the construction of capital improvements, including pedestrian and parking improvements, along Houston Street and North Elm Street in Old Town Tomball. The estimated amount of expenditures for such Project is \$48,800.00.
7. Accept Donation of a Grant from the Tomball Health Foundation in the Amount of \$490,000 for the Proposed Improvements to Jerry Matheson Park.
8. Approve Resolution No. 2021-09, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Wood Leaf Reserve Public Improvement District.
9. Approve Resolution No. 2021-10, a Resolution of the City Council of the city of Tomball, Texas supporting the proposed Tomball Senior Village Housing Community; approving an application for federal housing tax credits to finance such project; providing an in kind contribution for such project and providing an effective date.
10. Consideration to approve Zoning Case P21-010: Request by Daniel Valdez with META Planning + Design LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 34.4945 acres of land legally described as Reserve A & B Block 1 Peck Station, from the Planned Development (PD-6) District to the Planned Development (PD-15) District. The property is

generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P21-010
- Adopt, on First Reading, Ordinance No. 2021-08, 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 31.7 acres of land, legally described as Reserve A & B Block 1 Peck Station, within the city of Tomball, Harris County, Texas, from the Planned Development (PD-6) District to the Planned Development (PD-15) District; said property being generally located on the west side of FM 2978 at Winfrey Lane; 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.

11. Consideration to approve Zoning Case P20-442: Request by Joshua Bezzell to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acres of land legally described as Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District. The property is generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P20-442
- Adopt, on First Reading, Ordinance No. 2021-09, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 5 acres of land legally described Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District, said property being generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

12. Consideration to approve Zoning Case P20-420: Request by Sam Dawoudi to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District. The property is generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P20-420
- Adopt, on First Reading, Ordinance No. 2021-10, 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 2.844 acres of land legally described tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District, said property being generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville road, within the city of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

13. Authorize City Manager to execute a Professional Services Agreement with Freese & Nichols for the development of the Risk and Resilience Assessment and Emergency Response Plan required by the American Water Infrastructure Act of 2018.

14. 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. 551.074 – Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee

I. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of February 2021 by 5:30 PM, 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: February 15, 2021

Topic:

Luisa Taylor – Quarterly Investment Report for Period Ending December 31, 2020. 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 December 31, 2020, the City had total cash and cash equivalents in the amount of \$57,727,800.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Glenn Windsor, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>2/10/2021</u>	Approved by	_____
	Staff Member	Date		City Manager _____
				Date

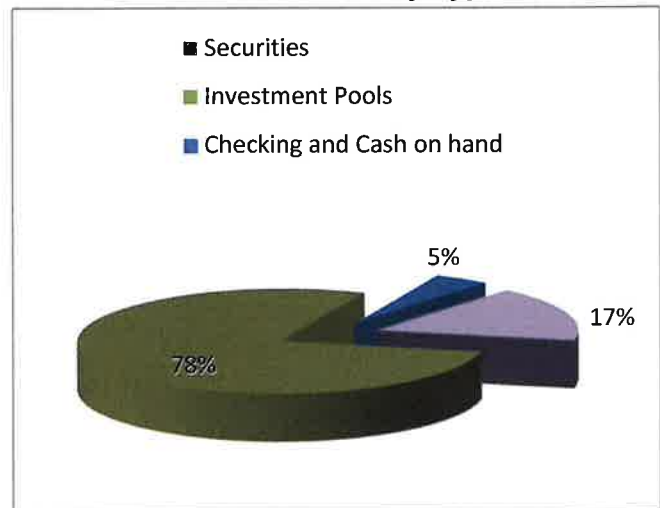
CITY OF TOMBALL PORTFOLIO DIVERSIFICATION December 31, 2020

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 9,915,448	17%
Investment Pools	45,257,597	78%
Checking and Cash on hand	2,554,755	4%
Total Portfolio	<u>\$ 57,727,800</u>	

Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in Securities of Federal, State and Local Governments, in Texas CLASS and in the state pool, TexPool. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City currently has reserves in excess of the charter requirement.

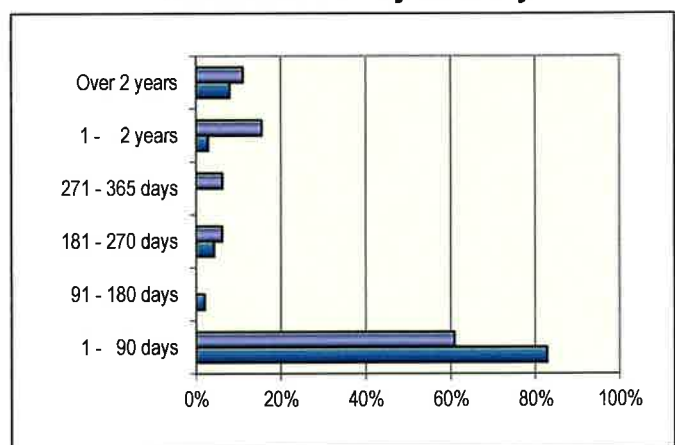
Diversification by Type



By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 47,812,352	83%
91 - 180 days	1,182,767	2%
181 - 270 days	2,466,302	4%
271 - 365 days	-	0%
1 - 2 years	1,637,319	3%
Over 2 years	4,629,060	8%
Total Portfolio	<u>\$ 57,727,800</u>	

Diversification by Maturity



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and ladders the maturity of investments to ensure funds are adequate when needed. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in the yield category as well as providing liquidity.

**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
December 31, 2020**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	6,085,344	6,167,677	1.0135	2.932%	0.12%
Purchases	3,810,127	3,774,078			
Maturities/Calls	-	-			
Change in value		(26,307)			
Sales					
End of period	9,895,471	9,915,448	1.0020	3.451%	0.10%

**Benchmark security is the One-year U. S. Treasury Bill

Weighted average maturity of the portfolio at quarter end is the following number of days: 610.57

This report is in compliance with the investment strategies as approved
and the Public Funds Investment Act.



Treasurer

CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF DECEMBER 31, 2020

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 12/31/20	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1) Texas A&M Revenue - 1.4%	88213AFW0	AAA	5/15/2021	1.400%	276,188	135	2.785%	3.76	Y
2) Texas A&M Revenue - 2.229%	88213AHH1	AAA	5/15/2021	2.229%	906,579	135	9.143%	12.34	Y
3) Texas ST REF Student Loan - 4.0%	882724JU2	AAA	8/1/2021	4.000%	1,266,648	213	12.774%	27.21	N
4) Eagle Mountain & Saginaw TX - 5.0%	269696NT3	AAA	8/15/2021	5.000%	895,517	227	9.032%	20.50	N
5) Hurst-Euless-Bedford TX ISD - 2.434%	447819DX8	AAA	8/15/2021	2.434%	304,137	227	3.067%	6.96	N
6) San Antonio TX muni - 5.0%	796311CQ9	AA	2/1/2022	5.000%	210,410	397	2.122%	8.42	N
7) Clear Creek TX ISD - 3.4%	1845403R1	AAA	2/15/2022	3.400%	206,632	411	2.084%	8.56	Y
8) Texas A&M Revenue - 2.246%	88213ADP7	AAA	5/15/2022	2.246%	883,538	500	8.911%	44.55	N
9) Univ of TX Build America - 3.675%	9151375J8	AAA	8/15/2022	3.675%	336,739	592	3.396%	20.10	Y
10) Alvin TX ISD - 5.0%	022447S98	AAA	2/15/2023	5.000%	407,477	776	4.110%	31.89	N
11) Lubbock TX - 2.520%	549188UK4	AA	2/15/2023	2.520%	522,785	776	5.272%	40.91	N
12) Texas A&M Revenue - 2.349%	88213AKA2	AAA	5/15/2023	2.349%	493,115	865	4.973%	43.02	N
13) Grand Parkway Trans - 1.608%	38611TCV7	AA	10/1/2023	1.608%	457,976	1004	4.619%	46.37	Y
14) Texas ST REF TXBL - 4.0%	8827235H8	AAA	10/1/2023	4.000%	628,733	1004	6.341%	63.66	N
15) Austin TX Elec Utility - 5.0%	052414PE3	AA	11/15/2023	5.000%	994,026	1049	10.025%	105.16	N
16) N Harris CNTY - 5.0%	65956NGL4	AA	12/15/2023	5.000%	306,496	1079	3.091%	33.35	N
17) San Antonio Elec & Gas Rev - 5.25%	7962532J0	AA	2/1/2024	5.250%	294,242	1127	2.968%	33.44	Y
18) Amarillo TX Tax NTS - 2.0%	023015J35	AAA	2/15/2024	2.000%	524,210	1141	5.287%	60.32	N
TOTALS				3.451%	9,915,448	648	100.000%	610.57	

CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
December 31, 2020

FUNDS	CASH AND CASH EQUIVALENTS						TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
	MAJOR FUNDS	SPIRIT OF TEXAS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	TOTAL CASH AND CASH EQUIVALENTS	
	General	\$	2,712,314	\$ 2,106,317.51	\$ 1,448,616.75	\$ 6,267,248	\$ 9,423,439
	Debt Service		1,016,330.20	513,612.27	137,978.85	1,667,921.32	1,667,921.32
	Enterprise		2,890,299.28	1,711,708.86	38,179.88	4,640,188.02	4,640,188.02
	OTHER FUNDS		0.00	-	-	-	-
	Special Revenue		81,370.12	3,735.98	11,763.70	96,869.80	96,869.80
	Municipal Court Building Security		108,493.47	74,762.31	88,081.18	271,336.95	271,336.95
	Municipal Court Technology		65,096.01	112,637.97	12,418.40	190,152.38	190,152.38
	Hotel Occupancy Tax		108,493.46	350,791.47	8,610.33	467,895.26	467,895.26
	Tomball "Fun Runs"		0.00	5,293.82	9,332.15	14,625.96	14,625.96
	General Capital Projects	2,044,939	54,246.79	23,501,783.17	308,131.53	25,909,100.25	32,668,357.40
	Business Park		0.00	941,058.69	-	941,058.69	941,058.69
	Fleet Replacement		488,220.45	315,901.35	5,310.80	809,432.59	809,432.59
	Water Capital Recovery		108,493.46	2,081,476.87	15,786.55	2,205,756.88	2,205,756.88
	Sewer Capital Recovery		162,740.15	1,623,672.80	15,832.08	1,802,245.03	1,802,245.03
	Health Insurance Trust		0.00	2,047,133.81	428,038.75	2,475,172.56	2,475,172.56
	Tomball Legacy Fund		-	26,673.83	26,673.83	53,347.66	53,347.66
	TOTALS	\$	7,796,097	\$ 35,416,561	\$ 2,554,754.76	\$ 47,812,352	\$ 57,727,800

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 15, 2021

Topic:

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

Background:

Origination: City Secretary

Recommendation:

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

FUNDING (IF APPLICABLE)

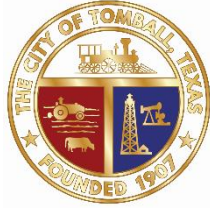
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	Doris Speer	2-2-2021	Approved by		
	Staff Member	Date		City Manager	Date

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



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

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

A. Mayor Fagan called the meeting to order at 6:00 p.m.; Councilmembers present:

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 – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Assistant City Secretary – Tracylynn Garcia
Police Chief – Jeff Bert
Fire Chief – Randy Parr (via video)
Marketing Director – Mike Baxter (via video)
Finance Director – Glenn Windsor
Director of Public Works – Beth Jones (via video)
Director of Community Development – Craig Meyers
CSO Administrative Assistant – Sasha Luna
Fire Marshal – Joe Sykora
Community Center Manager – Rosalie Dillon
PID Contract Administrator – Scott Bean

B. Invocation - Led by Pastor Tim Niekerk – Salem Lutheran Church

C. Pledges to U.S. and Texas Flags – Led by Jeff Bert

D. No public comments were received.

E. Reports and Announcements

1. Announcements

- I. Saturday, January 30, 2021 – **Harris County Sheriff’s Jr. Posse “Pony Express” Annual Stop** in Tomball, at the Depot – 9:00 a.m.
- II. February 12, 2021– Last day to apply for Place on Ballot for the May 1, 2021 General City Election – 5:00 p.m.
- III. Tomball Police Department Annual Data Capture Report – 2020 (SB 1074)

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

F. Approval of Minutes

1. Approve the Minutes of the January 18, 2021 Regular Tomball City Council Meeting

Motion was made by Council 4 Townsend, Sr., seconded by Council 2 Stoll to approve the Minutes of the January 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.

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

1. Adopt, on Second Reading, Ordinance No. 2021-01, 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 3.119-Acre (138,840 Square Feet) Tract or Parcel of Land Situated in the Elizabeth Smith Survey, A-70, Harris County, Texas, Being out of Unrestricted Reserve “C” of the Final Plat of Tomball Greens, as*

Recorded under Film Code No. 440128 of the Map Records of Harris County, Texas, also Being Out and Part of a 5.00 Acre Tract Described in Deed Recorded under Clerk's File No. Z331045 of the Real Property Records of Harris County, Texas) [11234 Spell Road, HCAD 1207880000010]

2. Adopt, on Second Reading, Ordinance No. 2021-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately 3.119 acres of land, legally described as Reserve C3 Tomball Greens, within the City of Tomball, Harris County, Texas, to the **General Retail** District; said property being generally located at the northeast corner of Hufsmith-Kohrville Road and Spell Road at 11234 Spell Road; 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.

Motion was made by Council 2 Stoll, seconded by Council 1 Ford to approve all Old Business Consent items in a single action.

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

Motion carried unanimously.

H. New Business

New Business items 1, 2 and 3 will not be considered during the February 1, 2021 meeting, at the request of the City Manager. Consensus of Council was unanimous to remove items 1, 2 and 3 from consideration.

1. Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments against Tomball Heights Properties in the City of Tomball Public Improvement District Number Nine, Established by City Council Resolution No. 2019-12 (*Sydney's Park*)

No Action Taken

2. Adopt on First Reading, Ordinance No. 2021-05, An Ordinance Of The City Council Of Tomball, Texas, Approving The Service And Assessment Plan For The City Of Tomball Public Improvement District Number Nine (*Tomball Heights, aka Sydney's Park*)

No Action Taken

3. Adopt on First Reading, Ordinance No. 2021-06, An Ordinance Of The City Council Of Tomball, Texas, Levying an Assessment Against Section One Properties Within The City Of Tomball Public Improvement District Number Nine (Tomball Heights Subdivision); And Making Certain Findings Related Thereto (*Sydney's Park*)

No Action Taken

4. Mayor Fagan opened the Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments against Section Seven and Eight in the City of Tomball Public Improvement District Number Two, Established by City Council Resolution No. 2007-22 (*Raleigh Creek*) at 6:08 p.m.

Receiving no public comments, Mayor Fagan closed the public hearing at 6:08 p.m.

No action necessary.

5. Motion was made by Council 4 Townsend, Sr., seconded by Council 2 Stoll to ready Ordinance No. 2021-11 by caption only on First Reading.

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

Motion carried unanimously.

Motion was made by Council 4 Townsend, Sr., seconded by Council 2 Stoll to adopt on First Reading, Ordinance No. 2021-11, An Ordinance Of The City Council Of Tomball, Texas, Levying an Assessment Against Section Seven And Eight Properties Within The City Of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); And Making Certain Findings Related Thereto.

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

Motion carried unanimously.

6. Motion was made by Council 4 Townsend, Sr., seconded by Council 2 Klein Quinn to approve Resolution No. 2021-08, a Resolution and Order of the City Council of the City of Tomball, Texas, in Support of Greater Harris County 9-1-1 Legislation

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

Motion carried unanimously.

7. Motion was made by Council 4 Townsend, Sr., seconded by Council 5 Klein Quinn to approve Supplemental No. 1 to Professional Services Agreement for Engineering Services Related to Engineering & Planning Project No. 2017-10033 City of Tomball Livable Centers Implementation Alley Improvements, in the amount of \$137,105.00

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

Motion carried unanimously.

8. Motion was made by Council 2 Stoll, seconded by Council 4 Townsend, Sr. to approve Change Order 4 for E&P Project Number 2017-10005, Medical Complex Segment 4B, to Durwood Greene Construction Co. for a total amount of \$80,000.00

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

Motion carried unanimously.

- I. Motion was 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.

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

Doris Speer
City Secretary, TRMC, MMC

Gretchen Fagan
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 15, 2021

Topic:

Adopt on Second Reading, Ordinance No. 2021-11, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Seven and Eight Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto.

Background:

Public Improvement District Number Two was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. Assessments were levied on Section One properties in 2014, Sections Two and Three in 2018, and Sections Four Five and Six in 2019. The developer has completed improvements for Section Seven and Eight properties and the assessments now need to be levied on those lots.

As with Section One through Six lots, the assessments proposed are on a per lot basis. Based on the public infrastructure costs for the development, the total, one-time assessment \$26,197.39 is proposed which represents the principal amount of the assessment. The annual installment (financed assessment) proposed is \$2,876.33 which is the principal amount of the assessment amortized over 15 years at 7% interest. With the annual administrative cost of \$71.91 per lot, the total annual payment will equal \$2,984.24 per lot.

Home values in Raleigh Creek are expected to average \$350,000. A \$2,984.24 annual assessment installment payment on a \$350,000 home is the equivalent of a \$0.85 property tax rate.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

As with other City Public Improvement Districts, Harris County will collect the PID assessments in the same manner as property taxes and transferred to a City-established PID revenue fund. A report on the reimbursable developer costs will be performed by a qualified CPA firm and the revenues will be disbursed to the developer once a year after administrative costs have been deducted.

EXAMPLE AMORTIZATION SCHEDULE

Duration	15
Interest Rate	7.50%
Annual Payment Amount	\$2,876.33
Total Lifetime Payment	\$43,144.99
Total Principal	\$26,197.39
Total Interest	\$16,947.60

Payment	Principal	Interest Payment	Payments collected	Principal Balance
				\$26,197.39
1	\$1,042.52	\$1,833.82	\$2,876.33	\$25,154.87
2	\$1,115.49	\$1,760.84	\$2,876.33	\$24,039.38
3	\$1,193.58	\$1,682.76	\$2,876.33	\$22,845.81
4	\$1,277.13	\$1,599.21	\$2,876.33	\$21,568.68
5	\$1,366.52	\$1,509.81	\$2,876.33	\$20,202.16
6	\$1,462.18	\$1,414.15	\$2,876.33	\$18,739.97
7	\$1,564.53	\$1,311.80	\$2,876.33	\$17,175.44
8	\$1,674.05	\$1,202.28	\$2,876.33	\$15,501.39
9	\$1,791.24	\$1,085.10	\$2,876.33	\$13,710.15
10	\$1,916.62	\$959.71	\$2,876.33	\$11,793.53
11	\$2,050.79	\$825.55	\$2,876.33	\$9,742.75
12	\$2,194.34	\$681.99	\$2,876.33	\$7,548.41
13	\$2,347.94	\$528.39	\$2,876.33	\$5,200.46
14	\$2,512.30	\$364.03	\$2,876.33	\$2,688.16
15	\$2,688.16	\$188.17	\$2,876.33	\$0.00
TOTAL	\$26,197.39	\$16,947.60	\$43,144.99	

Origination: Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

Adopt, on Second Reading, Ordinance No. 2021-06

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 Doris Speer 2-2-2021
Staff Member Date

Approved by _____
City Manager Date

ORDINANCE NO. 2021-11

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
LEVYING AN ASSESSMENT AGAINST SECTION SEVEN AND EIGHT
PROPERTIES WITHIN THE CITY OF TOMBALL PUBLIC
IMPROVEMENT DISTRICT NUMBER TWO (RALEIGH CREEK
SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED
THERETO.**

* * * * *

WHEREAS, the City of Tomball (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, Ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Two (the “PID”), adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement, **NOW THEREFORE**,

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, *inter alia*, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF FEBRUARY 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 15TH DAY OF FEBRUARY 2021.

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

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT “A” – Page 1

Public Improvement District Number Two
Raleigh Creek Subdivision
Section Seven and Eight Assessment Roll
City of Tomball, Harris County, Texas

Owner	Section	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
DR HORTON TEXAS LTD	7	1	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	1	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
DR HORTON TEXAS LTD	7	2	16	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	8	1	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24

EXHIBIT “A” – Page 2

LS Development, LLC	8	1	12	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	1	13	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	1	14	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	1	15	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	1	16	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	1	17	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	1	18	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	2	1	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	2	2	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	2	3	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	2	4	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	2	5	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	1	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	2	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	3	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	4	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	5	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	6	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	7	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	8	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	9	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	10	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	11	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	8	3	12	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 15, 2021

Topic:

Consideration to approve Zoning Case P21-011: Request by David Weekley Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 13.4 acres of land legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District. The property is generally located on the south side of Brown Road between SH 249 and Quinn Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P21-011
- Adopt, on First Reading, Ordinance No. 2021-07, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 13.4 acres of land, legally described as tracts 17H, 17J, 17H-1, 17H-2, 17J-1 abstract 34 J House, within the city of Tomball, Harris County, Texas, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District; said property being generally located on the south side of Brown Road between SH 249 and Quinn Road; 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:

Origination: David Weekley Homes

Recommendation:

City Staff recommends approval. Planning & Zoning Commission recommends denial (4-1)

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-07

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 13.4 ACRES OF LAND, LEGALLY DESCRIBED AS TRACTS 17H, 17J, 17H-1, 17H-2, 17J-1 ABSTRACT 34 J HOUSE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE PLANNED DEVELOPMENT (PD-1) AND SINGLE-FAMILY 20 ESTATE DISTRICTS TO THE PLANNED DEVELOPMENT (PD-16) DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE SOUTH SIDE OF BROWN ROAD BETWEEN SH 249 AND QUINN ROAD; 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, David Weekley Homes, has requested that approximately 13.4 acres of land, legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, generally located on the south side of Brown Road between SH 249 and Quinn Road, in 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 to allow for the construction of a single-family residential subdivision; and

Whereas, the Planned Development application consists of an application for 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 deny the requested rezoning of Planned Development (PD-16) District; and

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District, subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Planned Development (PD-16) 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-16) District as described above.

Section 5. The Planned Development (PD-16) 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-16) 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 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 FEBRUARY 2021.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF MARCH 2021.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"
Application for Planned Development



RECEIVED (KC)
01/06/2021 4:09:18 PM
**APPLICATION FOR
PLANNED DEVELOPMENT**
Community Development Department
Planning Division

P&Z #P21-011
\$1,000 PD

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: David Weekley Homes Title: Development Manager
Mailing Address: 1111 N Post Oak City: Houston State: TX
Zip: 77055
Phone: (713) 545-9798 Fax: () Email: DMorgan@dwhomes.com

Owner
Name: Ellen Hohl Stults - Executor of Carolyn Hohl Estate Title: Executor
Mailing Address: 40 Stephen Hohl 13601 Lost Creek City: Tomball State: TX
Zip: 77375
Phone: (832) 369-3835 Fax: () Email: Stephen.Hohl@gmail.com

Engineer/Surveyor (if applicable)
Name: Crestline Engineering - Mark D Shaffer PE Title: Principal
Mailing Address: 2000 S Dairy Ashford Ste 200 City: Houston State: TX
Zip: 77077
Phone: (713) 314-7029 Fax: () Email: mark@crestlineeng.com

Description of Proposed Project: Single Family Residential Development

Physical Location of Property: South of Brown Road Approx 2000' east 249
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: 5 House Survey Abstract 34 Tracts 17H, 17H-1, 17H-2, 17S, 17S
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 0402700010145
0402700010146
0402700010147 Acreage: 13.378

Current Use of Property: PD-1 + SF-20-E

Proposed Use of Property: Planned Development

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 Todd May 1-5-2021
Signature of Applicant Date

X Ellen M. Catts 1-5-2021
Signature of Owner Date

January 6th 2021

Building Dreams, Enhancing Lives.
David Weekley Homes

City of Tomball
Planning & Zoning Commission
401 Market Street
Tomball, TX 77375

Dear City of Tomball Planning & Zoning Commission,

This letter is meant to serve as supplemental documentation to accompany the request of the Estate of Carolyn K Hohl and David Weekley Homes for the creation of a Planned Development on the referenced property near Brown Road and Quinn Road in Tomball, TX. Attached along with this letter is the Planned Development Application, Planned Development Regulations as well as Proposed Site Plan for the project.

David Weekley Homes, through its development company, CND Development, desires to develop an upscale community of 50 homes on this 13.378 acre property. The current zoned status of the property is a mix of Planned Development (PD-1 – Office w/Residential Look) as well as Single-Family Estate (SF-20-E).

The creation of this Planned Development will allow David Weekley Homes to develop the property into single family homes in line with the City of Tomball's Future Land Use Plan which is Neighborhood Residential. Our desire is to create a community with the aesthetic appeal and quality of one of our previous communities near the reference property, Yaupon Trails. After discussing with City Council at our last rezoning request, we have designed this Planned Development with Yaupon Trails in mind.

Planned Development Districts may be used to permit new or innovative concepts in land utilization and ensure compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community. We believe this Planned Development will do that by providing the following:

- To provide superior design on lots
 - This will allow for a typical lot size (6,500 SF Minimum) that falls between SF-6 and SF-9.
- To provide open space opportunities for public use and enjoyment
 - There is a park at the south side of the project near the detention area that will be publicly available.
- To provide an appropriate balance between the intensity of development
 - This PD will have the same minimum lot size as Yaupon Trails on the North side of Brown Road, be greater than the lots in Sydney's Park at Brown and Quinn and ease the transition from the SF-20-E lots to the West in Liberty Springs.
- Exceed the standards of the City of Tomball
 - Homes within the PD will adhere to minimum building regulations and required landscaping on each lot. One example being the Minimum Floor Area per Dwelling Unit being 1,600 SF, which is the same as SF-20-E.

January 6th 2021

We believe that this development will allow David Weekley Homes to deliver an upscale new home community that will not only benefit those residents that purchase homes in the community, but contribute to the City of Tomball's continued success.

Thank you so much for your time and consideration of Planned Development request.

Sincerely,

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

Scott Black
David Weekley Homes

" EXHIBIT A "

FIELD NOTES OF A TRACT OF LAND CONTAINING 13.378 ACRES SITUATED IN THE JOSEPH HOUSE LEAGUE, ABSTRACT 34, HARRIS COUNTY, TEXAS AND BEING THE RESIDUE OF A 10.00 ACRE TRACT OF LAND CALLED TRACT 1 AND THE RESIDUE OF A 10.00 ACRE TRACT OF LAND CALLED TRACT 2 CONVEYED TO ROY C. HOHL RECORDED BY DEED IN HARRIS COUNTY CLERK'S FILE NO.(S) B 899708 AND C 922066 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS. SAID 13.378 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS STATE PLAIN COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.

BEGINNING at a 5/8" capped iron rod, found, being an exterior corner in the west line of a 6.292 acre tract of land conveyed to City of Tomball recorded by deed in Harris County Clerk's File No.(s) Y 538668 of the Real Property Records of said county and for the **southwest corner** of the herein described tract (X=3032877.6167, Y=13962802.4460), from which a 5/8" iron rod, found, being the southwest corner of said 6.292 acres bears S 02°08'27" E, a distance of 159.93 feet;

THENCE, N 02°08'27" W, along the west line of said Tract 1 and 2, a distance of 1035.76 feet to a 1/2" capped iron rod, set, being the southwest corner of Lot 2, Block 2, Brown-Hufsmith Commercial, a subdivision in said county according to the map or plat thereof recorded in Film Code #622259 of the Map Records of said county, the northwest corner of said Tract 2 and for the **northwest corner** of the herein described tract;

THENCE, N 87°12'47" E, along the south line of said Lot 2 and the north line of said Tract 2, a distance of 401.98 feet to a 1/2" capped iron rod, set, in the south right-of-way line of Brown-Hufsmith Road (100 foot right-of-way), the east corner of said Lot 2 and for the **"Point of Curve"** in the north line of the herein described tract;

THENCE, along a curve to the left with the south right-of-way line of said Brown-Hufsmith Road having a radius of 1690.42 feet and an arc length of 167.06 feet with a chord bearing of S 79°54'49" E, a distance of 166.99 feet to a 5/8" capped iron rod, set, being the northwest corner of said 6.292 acres and for the **northeast corner** and **"Point of Tangent"** of the herein described tract;

THENCE, S 02°11'50" E, along the west line of said 6.292 acres, a distance of 999.00 feet to a 5/8" capped iron rod, set, being an interior corner in the west line of said 6.292 acres and for the **southeast corner** of the herein described tract;

THENCE, S 87°15'33" W, along an exterior line of said 6.292 acres, a distance of 566.17 feet to the **"Point of Beginning"** and containing 13.378 acres of land, more or less.

Surveyed: May 06, 2020

I, Mike H. Rubaiy, Registered Professional Land Surveyor No. 2907, do hereby certify that the foregoing field notes were prepared from a survey made on the ground under my supervision on the date shown and that all lines, boundaries and landmarks are accurately described therein.


Mike H. Rubaiy
R.P.L.S. No. 2907

Job No. 220107
Date: 06-17-2020
hh



Exhibit “B”
Planned Development Regulations

Planned Development Regulations

Pine Trails

Contents

- A. General Provisions
- B. Land Uses
- C. Development Regulations for Single Family Lots
- D. Landscape Regulations
- E. Building Regulations

A. General Provisions

The Planned Development (PD) approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in a SF-6 zoning district is not contained in this ordinance, all of the regulations contained in the Development Code applicable to the SF-6 zoning district in effect on the effective date of this ordinance shall apply to this PD.

Except as otherwise provided herein, the words used in this Planned Development shall have the same meaning established by the Development Code.

B. Land Uses

Permitted Land Uses are listed below. All others are prohibited.

- Private Household Services – SIC Code 8811
- Dwellings – Single Family – SIC Code 99 (Non-Classifiable)
- Parks and Recreational Facilities, Public or Private – SIC Code 99 (Non-Classifiable)
- Residential Sales Office (Temporary)
- Drill Site

C. Development Regulations for Single Family Lots

- Maximum 50 lots permitted
- Minimum Lot Size - 6,500 Square Feet
- Minimum Lot Width - 55'

- Minimum Lot Depth - 110'
- Minimum Front Setback – 20'
- Minimum Side Setback – 5'
- Minimum Rear Setback – 10'
- Minimum Dwelling Unit Size – 1,600 Square Feet
- Maximum Height – 2 stories not to exceed 36' for the main building/house.
- Maximum Lot Coverage – 60% including main buildings and accessory buildings

D. Landscape Regulations

Park and Recreation Facilities

- A landscaped and open space park reserve shall be provided within the neighborhood.

Single Family Lot Requirements

- Each lot shall be fully landscaped with either trees, plants or otherwise covered with Bermuda Grass.
- Each lot shall have at least one existing mature tree or one 3.5" caliper shade tree shall be planted in the front yard setback.
- See attached Approved Plant List (Exhibit A) for approved plants and trees for the Planned Development

Exhibit A

Approved Plant List

<i>Botanical Name</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Common Name</i>
SHADE TREES		SHRUBS	
<i>Carya illinoensis</i>	Pecan	<i>Aspidistra eliator</i>	Aspidistra
<i>Liquidambar styraciflua</i>	Sweet Gum	<i>Aucuba japonica</i>	Japanese Aucuba
<i>Magnolia grandiflora</i>	Southern Magnolia	<i>Azalea</i> species	Azalea
<i>Pistache chinensis</i>	Chinese Pistache	<i>Buddleia davidii</i>	Butterfly Bush
<i>Platanus mexicana</i>	Mexican Plane Tree	<i>Buxus</i> species	Boxwood
<i>Quercus macrocarpa</i>	Burr Oak	<i>Callistemon citrinus</i>	Dwarf Bottlebrush
<i>Quercus nigra</i>	Water Oak	'Austraflora', 'Firebrand', 'Little John', and 'Splendens'	
<i>Quercus polymorpha</i>	Mexican Oak	<i>Camellia sasanqua</i>	Camellia
<i>Quercus shumardii</i>	Shumard Oak	<i>Chanomelis speciosa</i>	Flowering Quince
<i>Quercus virginiana</i>	Live Oak	<i>Cleyera japonica</i>	Japanese Cleyera
<i>Ulmus parvifolia</i> 'Drake'	Drake Elm	<i>Elaeagnus macrophylla</i>	Elaeagnus Ebbeningei
EVERGREEN TREES		<i>Eriobotrya japonica</i>	Coppertone Loquat
<i>Ilex opaca</i>	American Holly	<i>Fatsia japonica</i>	Aralia
<i>Ilex opaca</i> Savannah	Savannah Holly	<i>Fiegoa sellowiana</i>	Pineapple Guava
<i>Cupressus sempervirens</i>	Italian Cypress	<i>Gardenia jasminoides</i>	Gardenia
<i>Pinus thunbergi</i>	Japanese Black Pine	<i>Ilex cornuta</i> 'Burfordii'	Dwarf Burford Holly
<i>Pinus taeda</i>	Loblolly Pine	compacta	
ORNAMENTAL TREES		<i>Ilex vomitoria</i> 'Nana'	Dwarf Yaupon
<i>Betula nigra</i>	River Birch	<i>Juniperus</i>	Juniper species
<i>Cercis canadensis</i> 'Oklahoma'	Redbud	<i>Leucophyllum frutescens</i>	Texas Sage
<i>Chamcerops humilis</i>	Mediterranean Palm	<i>Ligustrum japonicum</i>	Wax Leaf Ligustrum
<i>Chionanthus virginica</i>	Chinese Fringe Tree	<i>Mahonia aquifolium</i>	Oregon Grape
<i>Crateagus marshalli</i>	Parsley Hawthorn	<i>Mahonia bealei</i>	Leatherleaf
<i>Cycas revoluta</i>	Sago Palm	<i>Myrica cerifera</i>	Southern Wax Myrtle
<i>Lagerstroemia indica</i>	Crepe Myrtle	<i>Myrica pusilla</i>	Dwarf Wax Myrtle
<i>Magnolia liliiflora</i>	Lily Magnolia	<i>Nandina domestica</i>	Dwarf Nandina varieties
<i>Magnolia soulangeana</i>	Saucer magnolia	<i>Nerium oleander</i>	Oleander
<i>Magnolia stellata</i>	Star Magnolia	<i>Pittosporum tobira</i>	Variegated Pittosporum
<i>Prunus mexicana</i>	Mexican Plum	'Variegata'	
<i>Pyrus calleryana</i>	Flowering Pears	<i>Pittosporum tobira</i>	Dwarf Pittosporum
'Aristocrat' or 'Capitol'		'Wheeler'	
		<i>Raphiolepis indica</i>	Indian Hawthorn
		<i>Rhododendron indicum</i>	Formosa Azalea
		'Formosa'	
		<i>Spirea bumalda</i> or similar dwarf varieties	Spirea

<i>Botanical Name</i>	<i>Common Name</i>
Ajuga reptans	Ajuga
Ardisa Crenulata	Ardisa
Asparagus sprengeri	Sprengeri Fern
Carex morrowii	Japanese Sedge
Cuphea hyssopifolia	Mexican Heather
Cyrtomium falcatum	Holly Fern
Dryopteris normalis	Wood Fern
Festuca ovina	Fescue
Festuca cinerea	Fescue
Ficus pumila	Climbing Fig
Gelsimium sempervirens	Carolina Jasmine
Hemerocallis species	Daylily
Hedera helix	English Ivy
Juniperus horizontalis, conferta, and procumbens 'Nana'	Low growing junipers species
Lantana camara 'Radiation'	Lantana
Liriope muscari	Liriope
Millettia reticulata	Evergreen Wisteria
Ophiopogon jaburan	Giant Liriope
Ophiopogon japonicum	Monkey Grass
Rosa banksiae	Lady Bank's Rose
Santolina incana	Lavender
Trachelosperum asiaticum	Asian Jasmine
Trachelosperum jasminoides	Confederate Jasmine
Veronica latifolia, scro- phulariaceae and spicata	Veronica
Wisteria chinensis, floribunda, megasperma, sinensis	Wisteria

[illegible]

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



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 8, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 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 P20-420: Request by Sam Dawoudi to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District. The property is generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Zoning Case P20-442: Request by Joshua Bezzell to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acres of land legally described as Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District. The property is generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas.

Zoning Case P21-010: Request by Daniel Valdez with META Planning + Design LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 34.4945 acres of land legally described as Reserve A & B Block 1 Peck Station, from the Planned Development (PD-6) District to the Planned Development (PD-15) District. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

Zoning Case P21-011: Request by David Weekley Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 13.4 acres of land legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District. The property is generally located on the south side of Brown Road between SH 249 and Quinn Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be

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

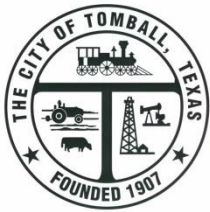
C E R T I F I C A T I O N

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

Amelia Lindley

Amelia Lindley
City Planner

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



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: P21-011

APPLICANT/OWNER: David Weekley Homes

LOCATION: Generally located on the south side of Brown Road between SH 249 and Quinn 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 13.4 acres of land legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District.

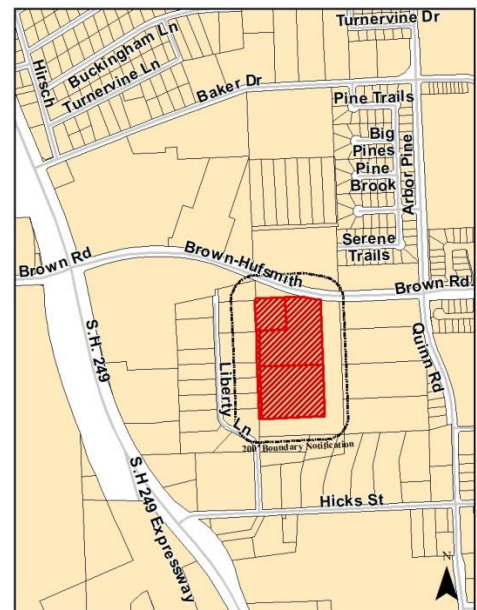
CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@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, February 8, 2021 6:00 PM**

**City Council Public Hearing:
*Monday, February 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.

Amelia Lindley

From: Bonnie Frey <bjfrey4@gmail.com>
Sent: Tuesday, February 9, 2021 7:49 PM
To: Amelia Lindley
Subject: David Weekley Homes Zoning P21-011

Dear Amelia,

Thank you in advance for your time in reading this letter! I am writing in favor and support of the zoning change for case P21-011. We attend Bayou City Fellowship here in Tomball, and we think it would be a wonderful new neighborhood addition here in Tomball as we outreach and pray to reach communities in Tomball. We have loved our ten years living in Tomball, as newlyweds and now as parents to a two year old daughter, and a son on the way. We are certain that a new David Weekly Home addition would provide that same opportunity for other families growing in Tomball! Thank you again for your consideration!

Warm Regards,
Bonnie Frey
21809 E Yaupon Circle Tomball, TX 77377

February 4, 2021

City of Tomball
Attn: Amelia Lindley, City Planner

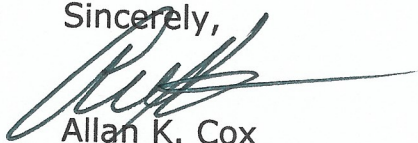
RE: Case Number P21-011 – Proposal Rezoning 13.4 acres from
Planned Development (PD-1) to Planned Development (PD-16)

I have lived and worked in Tomball all my 72 years of life, except for the 4 years I attended college. Tomball is a great city: it has the best of both worlds, a small town feel with the perks of a big city. My grandfather, Allan H. Keefer, the first mayor of Tomball, told me that progress is good, just be sure we all have a hand in what gets done. I saw the town move from horses hitched at wooden rails at the downtown stores to the massive toll way running through town allowing us to easily connect to other neighboring areas.

Good residential development is good for all of us; it brings taxpayers and consumers to town, provides fees and taxes for the City to help accomplish their goals and demonstrates positive growth. David Weekley Homes is a quality developer; they do it the right way. Weekley provides quality living for the owners and adds value to the neighborhood. It is human nature to desire to be left alone in your neighborhood, however, blocking good development is not logical or doing what is best for the community.

I am **FOR** the requested Rezoning to amend Chapter 50 of the Code to change the 13.4 acre tract from Planned Development (PD-1) and Single-Family 20 Estates to the Planned Development (PD-16) District. Thank you for the opportunity to express my view FOR this project and zoning change.

Sincerely,



Allan K. Cox
P. O. Box 1546
Tomball, Texas

Amelia Lindley

From: Amber Michelle Webb <amichelle.webb@gmail.com>
Sent: Sunday, February 7, 2021 12:45 PM
To: Amelia Lindley
Subject: David Weekley

Hello,

It has been brought to our attention by concerned neighbors that David Weekley once again is trying to petition the city to build homes on 6000 sf lots. I am asking Tomball Planning & Zoning Commission to not allow this heinous rezoning. Please think about drainage, traffic and the effect it will have on the trees and the wildlife that call this part of Tomball home. We are not anti-development by any means. If homes are to be built on this land, it should be for large, wooded lots that the land is originally zoned for. Let's keep the charm and beauty of Tomball intact to attract small businesses and homeowners who, like my husband and I, take pride in our community and continue to work to bring value to our home and neighborhood.

Thank you,
Amber Michelle Webb
Spring Pines Estates

Amelia Lindley

From: Art Cole <abcole5555@yahoo.com>
Sent: Monday, February 8, 2021 11:55 AM
To: Amelia Lindley
Subject: P21-011

I am submitting my objection to the proposed rezoning of the 13.4 acres behind Liberty Lane from Single Family 20 to PD-16. This will have a negative effect not only on our home, but on all the homes in the Liberty Springs neighborhood. The zoning needs to stay SF-20 and we would appreciate you voting to keep it SF-20.

Thank you
Art Cole
29506 Liberty Lane

Amelia Lindley

From: Bekah Harrisberger <bekah.hohl@gmail.com>
Sent: Thursday, February 4, 2021 6:29 PM
To: Amelia Lindley
Subject: David Weekley Homes Zoning P21-011

Dear Amelia,

I hope this finds you well. I'm sure you are getting flooded with letters about this zoning case, and I'm thankful you are taking the time to read each and every letter being sent your way! **I am writing to stand in support of this zoning change for case number P21-011**, and I hope you will share some of my thoughts with the Planning/Zoning Commission and City Council.

I'm the youngest daughter of Stephen Hohl, one of the 4 Hohl siblings that is selling our Nana's property on Brown Road. I grew up in Tomball, along with nearly my entire family - aunts, uncles, cousins, and my Nana, Carolyn Hohl. The Hohl Family has been a part of Tomball since 1920, and I am so proud of that and all that they have done for Tomball! After graduating from Tomball High School in 2011, I moved to Austin to attend college. I ended up living in Austin for 7 years, and I always claimed to never be that girl who moved back to her hometown... but I just couldn't stay away. After getting married in 2018, I found myself back in Tomball for my husband's job. We lived in a tiny apartment for 2 years while we saved up for our first home. In early 2020 we signed a contract to build our first home with David Weekley Homes in the Grove Landing neighborhood off of Bogs Rd/2978 in Tomball. Throughout the entire process, we were blown away by the care and detail they put into every step. They were a wonderful company to work with and we highly recommend them to anyone who asks. I can hardly put into words how special it was to not only *buy* a house in my hometown of Tomball, but to *build* and design a beautiful home with such a reputable builder. We moved into our new home this summer, and the quality of the workmanship has exceeded our expectations. It's been so fun settling in and meeting new neighbors who are young couples like us, young families, and even retirees who are downsizing. I can't help but think that the proposed Pine Trails neighborhood could also have this wonderful sense of community and pride like our neighborhood does. Allowing the rezoning of the land and allowing David Weekley Homes to buy the property to develop Pine Trails would be a huge win for the city of Tomball and it's growth.

Tomball is growing, and for good reason. People are finding out how wonderful a city it really is. The schools are excellent, the charm is unbeatable, the churches are thriving - and so much more. Many of our closest friends attend the Tomball campus of Bayou City Fellowship and I think it would be a huge perk for their church growth if a brand new neighborhood was built just minutes from them. What a wonderful way to welcome new families to Tomball by inviting them into a loving, Christ-centered community 2 minutes down the road.

My family has put so much thought and care into the decisions regarding this land. We will have Tomball's best interests in mind in how we sell this property. We love these 13.4 acres so much, but we know that the time has come for more families to love this land and create their own memories right in the heart of Tomball.

Best,
Bekah Harrisberger
25306 Pirates One Drive
Tomball, TX 77375

Amelia Lindley

From: Belinda <bshaw0857@aol.com>
Sent: Thursday, February 4, 2021 1:12 PM
To: Amelia Lindley
Subject: Case #P21-011

Have just heard about David Weekley's attempt to rezone a nearby area to our residence on Epps, for another Home on Top of Home development! We are opposed to the approval of this rezoning and or any further development of this type in Tomball Proper! Let's attempt to keep some semblance of Small Town, PLEASE!!

Would love it if our city government focus was on developing a plan to improve the current CURB APPEAL of businesses/homes/properties in Tomball Proper (especially Main Street), instead of relying on the intrusion of big business to improve city revenue. Such a missed opportunity! This little city is stuck and could be a much more attractive place to live as well as an ideal destination...if only the powers that be would do what is necessary to move in that direction. We have lived here for 20 years, praying that someone in city government would realize the potential and make the necessary changes! So far, not much if anything has changed!!!!

Please advise if you need something formal to record our NO vote to this rezoning request. Thank you for your time!

*Yours in God's gracious care,
Belinda Abbott-Shaw
Home Stylist
~GraceReclaimed.blogspot.com~*

Amelia Lindley

From: Bridget Cole <bc29506@sbcglobal.net>
Sent: Sunday, February 7, 2021 3:36 PM
To: Amelia Lindley
Subject: Case Number P21-011

From: Bridget Cole
29506 Liberty Lane
Tomball, TX 77375

I'm so disappointed that we are having to address this issue again. David Weekley is now trying to rezone as a PD-16.

The case is really quite simple. The existing lots are SF-20 and they were zoned as such to protect our property values on Liberty Lane. Nothing has changed, we still need our property value protected, so this re-zoning should not occur.

Replacing the scenic, tree-lined views that all of Liberty Lane enjoys, with roofline after roofline is definitely NOT protecting our property values. If changing the lot size to these incredibly small lots happens, this company would be clearing all the trees out without any regard for the beauty of the land in order to cram houses as close together as possible.

I was on one of the Zoom meetings with David Weekley's representatives, and the one thing I kept hearing from them was, the concessions that couldn't be made because it was not economically feasible for them. What about what is economically feasible for us?

I don't know what David Weekley's net worth is, but I know three things:

1. David Weekley's net worth far exceeds our net worth.
2. David Weekley is not a resident of Tomball, he is not our neighbor.
3. David Weekley's bottom line will not be adversely affected if this property is not re-zoned, but ALL of our properties will be adversely affected.

I am requesting the City of Tomball not re-zone this area in order to preserve all of our existing property values and the beauty of our city.

Amelia Lindley

From: Brooke Gordon <brookemarie83_3@hotmail.com>
Sent: Friday, February 5, 2021 7:54 AM
To: Amelia Lindley
Subject: David Weekly

Hello,

Please support Tomball residents, there has been enough new developments and homes built. This causes, flooding, too much traffic, and Tomball to lose its charm. As a home owner, I hope you will support the residents of this area and not big business. Help keep our community quaint.

Thank you,

Brooke Gordon

Sent from my iPhone

Amelia Lindley

From: Carl Hohl <carl.hohl@gmail.com>
Sent: Thursday, February 4, 2021 2:39 PM
To: Amelia Lindley
Cc: Roy Hohl; Ellen H. Stutts; ice Joe Stutts; Stephen Hohl
Subject: Weekley Homes Case P21-011

Dear Amelia:

The purpose of my note is to express my support for David Weekley's efforts to rezone the subject property to Planned Development.

This rezoning and revised development plan is at the recommendation of the City Council. The revision recommended is similar to nearby Weekley development called Yaupon Trails down Brown Road a short distance from this property. It will also allow larger houses and lots estimated to be priced in the low \$300's. City staff recommends approval. This property is "neighborhood residential" in the Future Land Use plan. Everything stated above is flying in formation with Tomball City Council's recommendations.

A David Weekley Homes neighborhood has been and will be an attractive addition to Tomball's residential choices. Roughly 50 new residents will move into Pine Trails and call Tomball home. They'll come for many of the same reasons that current Tomball citizens have. The shopping, medical facilities, schools (public and private) transportation infrastructure (tollways and roads) for example easy access to SH249, Beltway 8 and 99. They will be attracted 'like a moth to a flame' to the hometown feel that many say other suburban areas lack. Conservative estimates predict the tax valuations before and after development will grow from the current \$1,000,000 to roughly \$15,000,000

--

Carl Hohl
(713) 705-8090



Texas Realtor
IABS

eXp Realty
Fastest Growing Brokerage In the USA
Email: Carl.Hohl@exprealty.com
Website: <https://www.carlhohl.exprealty.com>
"Snail Mail": 1400 Graham Drive, Ste. B300
Tomball, Texas
77375

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Amelia Lindley

From: Cheryl Longa <wethree2000@att.net>
Sent: Friday, February 5, 2021 6:12 PM
To: Amelia Lindley
Subject: P21-011

I am saddened to hear that yet again, there is a pending case P21-011 proposed by David Weekly Homes, or it's subsidiary.

As lifetime residents of Tomball (53 years), and my parents who are still living and have lived in Tomball 82 and 78 years, we are all against this proposal. I live in Springwood Subdivision which is right across from where this proposed subdivision would be. The homes being crammed into such small lot spaces is rampant in Tomball, we do not need another one.

There is a "boutique rental" neighborhood across from us as well on tiny lots where they are throwing up several houses a day. The quality of our neighborhoods and Tomball in general are in jeopardy with these small cookie cutter subdivisions.

I would ask that the mayor and board sincerely decline this case and that the current zoning for larger lots not be changed.

Respectfully yours,
Cheryl Longa
[1323 Serene Trail](#)
[Tomball TX 77375](#)

Sent from my iPhone

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

February 7, 2021

REF: **Case Number: P21-011**

City of Tomball:

I am **AGAIN** writing to express my **strong opposition** to **CASE NUMBER: P21-011**, the proposed rezoning south of Brown Road between SH 249 and Quinn Road from Single-Family 20 Estate Districts to Planned Development (PD-16) District. Residents in the Liberty Springs neighborhood are completely opposed to the rezoning that will cause additional traffic and safety problems, destroy local wildlife habitat, increase flooding and potentially lower the property values of the existing community.

Property values are likely to go down in the area if PD-16 is approved considering the immediate surrounding neighborhoods are consistent to SF20 estate districts. Smaller lots or "Starter Homes" are inconsistent with the neighborhoods developed in the area and may bring additional crime in. Please don't stoop down to David Weekly's level and destroy our neighborhood ambiance that we love, just to put more money in their pocket. They don't have to live with the consequences of their bad actions.

Wildlife has been observed in the area, and any development will destroy their habitat and green space. Any planned development of the property should consider the continuing impact to local wildlife habitat like the loss of trees will displace animals that call it home like deer, racoons, birds, opossums, squirrels and snakes that rely on the natural environment to thrive.

We urge you to disapprove the proposed rezoning, and from recent meetings and discussions with my neighbors, I know my opinions are shared by many who have not managed to attend meeting or write letters and emails. We are all in agreement the current zoning of Single-Family 20 Estate District is appropriate.

Thank you for your continued service and support of our communities.

Sincerely,

Cheyenne Guin
Liberty Springs Estate
29503 Liberty Lane
Tomball, TX 77375

Amelia Lindley

From: David McWhorter <davmcw@me.com>
Sent: Monday, February 1, 2021 9:25 PM
To: Amelia Lindley
Cc: matthew@bizfloor.biz
Subject: Case Number P21-011

Ms. Lindley,

I oppose the proposed rezoning described in the subject case. As a resident of the adjacent neighborhood I support the Planning & Zoning committee's previous denial of the change and, having just attended a Zoom meeting hosted by David Weekly, I see only modest and insignificant changes in their planned re-application. The proposed neighborhood is incongruous with adjacent properties and is a radical departure from the current zoning classification.

That city staff has actually recommended this zoning change is something I'm having a hard time understanding. Why? Is the goal to jam as many people possible into every square inch of Tomball...even for areas long zoned for 1/2 acre lots? The Planning and Zoning committee had it right the first time. Reject this proposal and require the current properties owners, or any new owners, to develop their property in way that is consistent with the current zoning classification. The residents on Liberty Lane are not against progress or the right of property owners to develop and profit from their property so long as that development is compliant with the current zoning requirements. The zoning requirements were in place when we all purchased our homes in this area and to so radically alter them in favor of a such a congested plan would be unfair, unwelcomed and unwarranted.

Sincerely,

David McWhorter
29607 Liberty Lane
Tomball, TX 77375

Amelia Lindley

From: Dena Chambers <Dena@breauxmachine.com>
Sent: Thursday, February 4, 2021 3:33 PM
To: Amelia Lindley
Subject: Oppose David Weekly Homes Case #P21-011 near Liberty Lane

Amelia,

I am strongly opposed to yet another Apartment, Starter home Neighborhood or "Boutique" Rental Community in this area of Tomball. I have no problem with progress and understand we must continue to grow, but let's give some consideration to the existing residents. It is not about quantity, it is about quality. Tomball City Council Members seem to have forgotten why Tomball citizens chose this town in the first place. Years ago Tomball was known for its Pine Trees..... You can see what the developers destroy

*Thank You,
Dena Chambers
1314 Big Pines
Tomball Tx
713-201-9796*

Amelia Lindley

From: Ron Haffner <ron@tomballcpas.com>
Sent: Wednesday, February 3, 2021 1:40 PM
To: Amelia Lindley
Cc: stephen.hohl@edwardjones.com
Subject: RE: Zoning Case Number: P20-338

Amelia:

I just wanted to follow up with you and let you and City Council know that my wife and I attended the Zoom meeting hosted by David Weekley to discuss the changes made to their application to the city for zoning change approval. The employees of David Weekley answered all the questions presented to them by those attending the meeting and provided drawings and diagrams to walk us through the proposed project.

As the owner of property that literally touches the property line of this project and would be one of the most impacted, I remain in favor of the rezoning request.

It would be nice if the 5 city councilmen and woman would acknowledge you and your staff's competence and due diligence in vetting this project and accept your recommendation to approve this zoning change.

Respectfully submitted

Ron & Amy Haffner
13827 Brown Rd
Tomball, TX 77375

Sent from [Mail](#) for Windows 10

From: [Amelia Lindley](#)
Sent: Friday, December 11, 2020 1:14 PM
To: [Ron Haffner](#)
Cc: stephen.hohl@edwardjones.com
Subject: RE: Zoning Case Number: P20-338

Mr. Haffner,

Thank you for your email. We will make sure the Planning & Zoning Commission and City Council receive your comments.

Amelia Lindley
City Planner
(281) 290-1410
Tomballtx.gov/cd

Amelia Lindley

From: Hannah Hohl <hannahjhohl@gmail.com>
Sent: Wednesday, February 3, 2021 10:53 PM
To: Amelia Lindley
Subject: Approval of Case PS21-011

Amelia Lindley
February 3, 2021
City Planner, City of Tomball
RE: Zoning Case PS21-011

Dear Amelia,

I am writing to you in support of the proposed rezoning of the David Weekley Homes development off of Brown Road.

Though I have many reasons, I will share with you the two most important ones.

1) David Weekley Homes is a wonderful developer with a great track record. They have been extremely forthcoming with their plans for development so there will be no surprises with them. This, however, would not be the case with other prospective buyers. David Weekley Homes has also been extremely flexible and accommodating when they were asked to come back with an amended plan. This 13.4 acres of land would go to great use for many new families.

2) I am the granddaughter of the late Carolyn Hohl who was the original property owner of this land. This property has been in my family since 1964 and to be honest, we have made many meaningful memories there making the selling of this property personally difficult. On one hand, I can empathize with the Liberty Lane homeowners who are undoubtedly feeling this resistance to change. However, on the other hand, I am able to recognize the necessity of selling this property and want it to be developed well. This decision should not be made to appease anyone's personal preferences. It should be made for the good of our city. The selling of my Nana's property is inevitable and it is my hope that it would fall into the hands of a trusted developer such as David Weekley Homes.

Thank you so much for your time and consideration.

Hannah Hohl
707 Clarence St
Tomball, TX 77375

Amelia Lindley

From: Jean Solomon <jsolomon607@gmail.com>
Sent: Wednesday, February 3, 2021 9:12 PM
To: Amelia Lindley
Subject: P21-011

I respectfully request the proposed rezoning/neighborhood expansion be denied. We already have a "boutique rental" neighborhood across from this proposed development. This rapid expansion of our once small town will ruin the close-knit community we once enjoyed. We do not want it--we want our trees and wildlife. Longtime residents are moving out, and those moving in do not appreciate the quality of life we want to continue. Just say NO to this rampant destruction of our town.

Respectfully

Jean Solomon

Tomball resident for 44 years

February 4, 2021

Amelia Lindley
City Planner
City of Tomball

Re: Zoning Case P21-011

Dear Ms. Lindley,

Thank you for receiving my letter and for all the hard work and patience both you and the city staff continue to give. I would like to start by telling you that I am very upset over a statement that was posted on the social media app "NextDoor App" in reference to the SELLER of the 13.4 acres called Pine Trails. And I quote

"We must all be present to present our opposition or we will be crushed by two parties that have Zero interest in our community. On one side the Seller could care less about what he is leaving behind."

That Seller is the Estate of Roy & Carolyn Hohl. I am Joe Stutts and I am married to Ellen Hohl – daughter of Roy and Carolyn Hohl and let me assure you that the above statement is anything but true. Obviously that person does not know the Hohl Family and all that they have done for Tomball - which made me think. I realized that most of the folks serving now and giving of their time unselfishly to the City may not be aware of community leaders from the "Old Days".

So let me tell you about this Godly man who loved and served the City of Tomball for many years. Roy Hohl was a Naval Officer who served in WWII and was the skipper of LCT 809 (Landing Craft Tank). He and his crew participated in the Normandy Invasion in the early hours of the Invasion. After the War he returned home to Tomball and went to work with his father at the Hohl Motor Company on Main Street in Tomball. That Ford Dealership eventually through the years became Tomball Ford.

Roy Hohl was a founding member of the Tomball Rotary Club. He was also a founding member and director of the Cypress Creek YMCA and past President of the Tomball Chamber of Commerce. He served on the Board of Trustees of the North Harris County College and was instrumental in obtaining land for the Tomball Campus. Roy Hohl also served as President of Houston North Association. He played a vital role in acquiring right-of-way for the widening of Highway 149 (249 today) and naming it Tomball Parkway. He was a Commissioner of the Waco Methodist Home, Founding

member and officer of Houston Touchdown Club. He was instrumental in starting the original Tomball Hospital. He was named Tomball Citizen of the Year in 1984.

His son Stephen Hohl served as President of the Tomball Chamber of Commerce, President of the Tomball Rotary Club and numerous other Boards and Committees in Tomball. Stephen was also named Citizen of the Year.

Roy's daughter Ellen served on the Tomball Regional Hospital Board, Tomball College Planning Board as well as the Tomball School District Board of Education. She also served as Treasurer of the Tomball Museum.

And as a side note, Roy's father, Roy Hohl Sr., purchased the first football uniforms for Tomball High School.

So please do not tell me that this family, the sellers, does not care about Tomball!

The twenty acres in question for re-zoning was purchased by Roy & Carolyn Hohl in 1964. The only access to their property was a winding dirt oil field road off of Hicks Street. They eventually built a home on two acres on the far northwest portion of the land to be as isolated from traffic noise as possible.

Well now – Wouldn't you know - Four years later in 1978 Liberty Springs was developed and houses were built behind their secluded home.

In 2005 the City of Tomball came to Carolyn and informed her that she must sell 6.29 acres of her property to the City for retention ponds. She had no choice in the matter as the City could take legal action to acquire the property. The City then clear-cut all this property and dug a large drainage ditch and detention pond. This was to aid the City if there was flooding in the future and at the time to eliminate flooding at the intersection of Hicks Street and Liberty Lane.

The retention ponds cannot be utilized for any additional development on Carolyn's property. additional detention on her property must be created when the property is developed further – which is now.

We are left with 13+ acres. We have turned down more profitable contracts for sale due to zoning issues. If we could turn back time and build just like Liberty Springs is now – with open ditches, asphalt roads, no curbs and gutters and no detention – no internal drainage , no sewer lines as well as engineering, then development costs would come down substantially. We could produce larger lots with more trees. Unfortunately that is not possible due to Harris County flood control guidelines and City requirements which drive up the total cost of development.

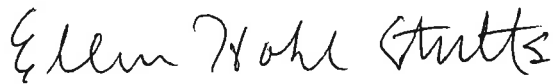
We are writing to ask that the Council allow our pending property sale to go through as Planned Development. As you know we have contracted with Weekley Homes. They have been working diligently with help from the City to make this project work for all parties. We believe that Weekley Homes is highly respected in the area and will develop and build a neighborhood that we can all be proud of.

There will be a lovely new addition to our city with the completion of Pine Trails. The entrance will be on the North Side of the property at Brown Road. There will be no entrance from Hicks Street and no interference coming and going with the Liberty Springs neighbors.

We will see an economic benefit to the City of Tomball from increased property tax and local sales tax due to this addition. We believe that due to the increased sales value of the new homes older area homes will also rise in value.

Thank you again for all your work and for the time you devote to the City of Tomball.

Sincerely,

A handwritten signature in dark ink, appearing to be 'Joe Hohl', written over a light blue horizontal line.A handwritten signature in dark ink, appearing to be 'Ellen Hohl', written over a light blue horizontal line.

Joe & Ellen Hohl Stutts

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

February 7, 2021

REF: **Case Number: P21-011**

City of Tomball:

I am **AGAIN** writing to express my **strong opposition** to **CASE NUMBER: P21-011**, the proposed rezoning south of Brown Road between SH 249 and Quinn Road from Single-Family 20 Estate Districts to Planned Development (PD-16) District. Residents in the Liberty Springs neighborhood are completely opposed to the rezoning that will cause additional traffic and safety problems, destroy local wildlife habitat, increase flooding and potentially lower the property values of the existing community.

Property values are likely to go down in the area if PD-16 is approved considering the immediate surrounding neighborhoods are consistent to SF20 estate districts. Smaller lots or "Starter Homes" are inconsistent with the neighborhoods developed in the area and may bring additional crime in. Please don't stoop down to David Weekly's level and destroy our neighborhood ambiance that we love, just to put more money in their pocket. They don't have to live with the consequences of their bad actions.

Wildlife has been observed in the area, and any development will destroy their habitat and green space. Any planned development of the property should consider the continuing impact to local wildlife habitat like the loss of trees will displace animals that call it home like deer, racoons, birds, opossums, squirrels and snakes that rely on the natural environment to thrive.

We urge you to disapprove the proposed rezoning, and from recent meetings and discussions with my neighbors, I know my opinions are shared by many who have not managed to attend meeting or write letters and emails. We are all in agreement the current zoning of Single-Family 20 Estate District is appropriate.

Thank you for your continued service and support of our communities.

Sincerely,

Jonna Guin
Liberty Springs Estate
29503 Liberty Lane
Tomball, TX 77375

Amelia Lindley

From: Justin Blan <agentjsb@gmail.com>
Sent: Monday, February 8, 2021 3:37 PM
To: Amelia Lindley
Subject: Case #: P21-011

Good Afternoon,

I am writing to express my opposition to the re-zoning application. Please keep larger lots in Tomball for residential development.

Thanks

Justin Blan

Amelia Lindley

From: Kathey Wright <txnbobkat@aol.com>
Sent: Saturday, February 6, 2021 3:27 PM
To: Amelia Lindley
Subject: P21-011

Ms. Lindley,

I am a resident of the City of Tomball for the last 26 years, and I'm devastated at the over build within the City of Tomball, especially due to the flooding that we've experienced in the past. I've recently seen deer and other animals wandering down the streets because of all the clear cutting done by developers, and I've experienced flooding due to paving over acreage that used to soak up water. I was appalled when they put so many homes in Sydneys Place and spaced them almost touching each other, but now I hear that David Weekley wants to build directly across the street. What on earth is happening to our once beautiful, peaceful, wonderful city! I ask that you please don't approve David Weekleys request to build more tract homes at the corner of Brown and Quinn. We must control this out of control building and preserve what little green space that we have left. I can't even imagine what all these houses will do to the traffic and flooding in this area.

Thank You,

Kathey Wright
1418 Spring Forest Way
Tomball, TX 77375

Amelia Lindley

From: Larry M Hugonin <lhugonin@pdq.net>
Sent: Monday, February 8, 2021 6:49 PM
To: Amelia Lindley
Subject: Zoning Case P21-011 A/K/A Hohl Property Sale to Weekley Homes

We are writing in **support** of David Weekley Homes' Rezoning request to Planned Development. We recommend **approval** of the rezoning request.

We believe that these homes will be an asset to our community. Our home is in the Country Meadows subdivision, not too far away.

The Hohl family has been a part of Tomball for about 100 years. They have been leaders during this time. We trust their decision is another one that will benefit Tomball.

Thank you,

Peggy & Larry Hugonin

30507 Country Meadows Drive

Tomball, TX 77375

281-255-4954



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Amelia Lindley

February 1, 2021

City Planner, City of Tomball

Re: Zoning Case P21-011

Dear Amelia,

Thank you for your work in considering the rezoning of this case. We appreciate your time and patience in this matter very much and are hoping for a positive outcome in the city meetings over the next two weeks.

We are thankful for the service of our city's planning commissioners, the mayor, and of the council members. It is a huge sacrifice and commitment to serve in this capacity. Over 30 years ago, I worked for a City of Tomball Councilman, Lonnie Pace, and I personally witnessed the hours he spent on city business and conversations with citizens that took time away from his own surveying business. We greatly appreciate the thought and discernment our present city representatives are using to sift through this contentious rezoning case.

I'm married to Stephen Hohl, the youngest of the Hohl siblings who are selling the property, and I have a couple of points I'd like to bring before you that can be passed along to the Planning/Zoning Commission and also to City Council.

The acreage was purchased by Roy & Carolyn Hohl in 1964, and has remained virtually untouched since they built their home on it in 1974. They did not complain and protest when Liberty Springs was developed all along the west boundary of their property. They knew that Tomball was a good community and that people were smart to want to live here! She did not complain or protest (Roy was gone by that time) when Springwood was developed across the street, knowing that she was living in a desirable town, and that more people wanted to live here! She did not complain and protest when Brown Rd. was extended, bringing a lot more traffic by her driveway because she knew that more people had moved to the area and roads were needed to transport these new residents. In 2005 the City of Tomball came to Carolyn Hohl with the need of flood detention in the area and asked if she would sell them the land needed for the detention. She was not in love with the idea of large flood ditches, but agreed to sell her land *for the greater good of the area*. The flood control ditches directly benefit the residents of Liberty Lane and all along Hicks Street, just south of her property line.

The 6.29 acres used to construct the huge flood ditches was clear cut – every single tree taken down. We don't remember any complaints from neighboring property owners when the trees came down to build the flood ditches that would ultimately benefit them. However, there is a great deal of complaining and protesting from them now about future tree removal on the property that David Weekley wants to purchase and develop.

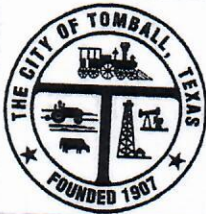
50 years is a long time for 13.4 acres to remain untouched in the city limits of Tomball. Liberty Springs was developed around 1980, and their residents have enjoyed 40 years of our raw land adjacent to their neighborhood. I don't think it is reasonable for the neighboring owners to expect it to stay the same OR for it to strictly adhere to their idea of how it should be developed.

Carolyn Hohl's property will be sold. The estate must be settled. We feel confident that David Weekley will build a high-quality residential neighborhood that will be an asset to the Tomball community. Tomball is a wonderful city to live in, as it has been for the Hohl family for nearly 100 years. We are happy to think that Carolyn's property could be used for 50 more families to call Tomball their home!

Thank you so much for weighing the input on both sides of this rezoning issue. I trust that you will use your discernment to make the best decision for the future of Tomball.

Yours very truly,

Lorel Hohl



Public Comment Form

(Please type or use black ink)

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

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

Name:

(please print)

Address:

Signature:

Date:

MATTHEW MARTINEZ

29514 LIBERTY LANE

TOMBALL, TX 77375

[Signature]

2/5/21

☒ I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P21-011. (Please state reasons below)

☐ I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P21-011. (Please state reasons below)

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

Monday, February 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, February 15, 2021 6:00 PM

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

COMMENTS:

I oppose the rezoning of the area behind my house, this will lead to lower property values, loss of privacy, potential flooding, noise pollution, + loss of our small town feel. Please encourage the city to keep the 20E zoning in place. - Beautiful 1/2 acre estate homes will add value to the city not diminish it.

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.

Amelia Lindley

From: Melissa Larsen <salemlarsen@gmail.com>
Sent: Friday, February 5, 2021 11:52 AM
To: Amelia Lindley
Cc: Melissa Larsen
Subject: P21-011 - Opposed Zoning change

Ms. Lindley,

In regards to case P21-011, I would ask that the city of Tomball, specifically the City Planner and the Planning and Zoning Commission, deny the current plan of David Weekly Homes to put 50 homes into the 13.4 acre plot of land.

As a 12-year resident who lives very close to that plot of land, I already see drainage and flooding issues along parts of Brown Road and Quinn Road. I can not imagine that removing the tree canopy and ground cover, and coating it with cubic yards of nonporous concrete will improve the situation. The current infrastructure can hardly keep up with the current water runoff, leading to ponding and flooding on the streets.

The wildlife habitat will continue to diminish, the noise pollution will increase, the traffic will surge, and the litter problem will continue to mount. There have been recent zoning changes to allow residential development very near Abstract 34 J House tracts 17H, 17J, 17H-1, 17H-2, 17J-1, the most recent bringing a boutique rental community of 40 homes at Brown and Quinn Roads. How many people can we pack in to a small space?

I believe allowing the current proposed development of 50 more homes will move Tomball away from being a Hometown With a Heart, and closer to being just another generic suburb, a bedroom community for Houston.

The Hohl family wants to sell the property. David Weekly Homes wishes to purchase and develop it. They appear to have high quality product. I don't oppose David Weekly Homes as the builder, but I disagree with the approval of the current proposed zoning change. Please reconsider the change, by keeping the Single-Family 20 Estate Districts zoning. It will help prevent Tomball from becoming another commonplace community on the outskirts of a sprawling metropolis.

Thank you for your consideration in this matter.

Melissa Larsen

1120 Inwood St
Tomball, TX 77375

Amelia Lindley

From: Pam Hanks <pjhanks_@hotmail.com>
Sent: Thursday, February 4, 2021 7:32 AM
To: Amelia Lindley
Cc: Matthew Martinez
Subject: Fight David Weekly Rezoning

Amelia, I sent you an email regarding this subject before Christmas. I have been a long time resident of Tomball and live near this property. I beg Tomball officials to please reject their request. To cram so many houses on such small amount of property is saying Tomball wants to be like Houston.

The uniqueness of Tomball that has always been "Tomball, a small town with a big heart" will become just another fallen community to big city thinking.

I know you all are thinking more revenue, but what will that cost City of Tomball otherwise? What about increased wear on our roads, more police, maintenance of utilities, etc. What about the leasing of homes near our elementary school? They are crammed in a small area. I know this will cause problems for us down the road.

Please be wise in this situation. Don't turn your backs on the citizens of Tomball. David Weekly should build his homes with the current zoning and "Be A Good Neighbor!"

Sincerely, Pamela Hanks
Sent from my iPad

Amelia Lindley

From: Phil Sandoz <phil.sandoz@gmail.com>
Sent: Thursday, February 4, 2021 1:25 PM
To: Amelia Lindley
Subject: Rezoning consideration - David Weekly

Ms. Amelia Lindsey

February 4, 2021

I am following with great interest, the proposal by David Weekly to rezone approximately 13.4 acres of land North of Brown Road extension.

I have lived in the Tomball area for the past 20+ years and enjoy the peace and quiet of the area. Adding more homes as per the David Weekly proposal will create traffic congestion near the existing schools in the area and make Tomball a step closer to Houston in the look and feel.

I ask that you support a vote to table the recommendation on this case submitted by David Weekly and ask that more time be allowed for public input. Unfortunately, I cannot be at the Public Hearing meeting planned for Monday, February 15, 2021 as we have plans to be out of town.

I appeal to you to slow this effort down and offer more time for the citizens of Tomball to express their opinions.

Thanks you for your consideration in this matter. I await your response.

Phil Sandoz

philsandoz@gmail.com

281.384.6046

30630 William Juergens Dr.

Tomball, TX 77375

Amelia Lindley

From: Rhondee Damon <rhondeedamon@gmail.com>
Sent: Thursday, February 4, 2021 2:22 PM
To: Amelia Lindley
Subject: David Weekly

Dear Ms. Lindley - as a homeowner on Hospital Street and as an advocate for more green space and less construction. I would like to **voice my objection** and opinion on the new construction David Weekly is proposing to be built along Brown-Hufsmith.

Enough is enough. Tomball has so much more to offer than more houses ... besides the fact that the construction of more homes would increase traffic congestion, more children will be added to school rolls with those schools close to or already at capacity. Next thing you know they will want to build another gas station, a strip mall, and restaurants. Not to mention the fact that we would need to increase police, fire and ambulance personnel.

Let David Weekly build somewhere else than "in town" -- have them move farther North or South.

As an aside, has anyone ever considered the impact this has on the wildlife in this area? Where are those misplaced deer, birds, and other animals supposed to live?

Thank you -

Rhondee Damon,

Amelia Lindley

From: Roy Hohl <6rthohl5@att.net>
Sent: Monday, February 1, 2021 10:51 AM
To: Amelia Lindley
Subject: Zoning Case P21-011, Proposed Pine Trails

Hello Ms. Lindley, hope all is well,

I support the proposed rezoning, Case no. P21-011, the David Weekley Homes Development to be called Pine Trails, rezoned to PD-1.

It's my understanding the City of Tomball staff approves this project. The Weekley development is consistent with the Future Land Use Plan as Neighborhood Residential. Weekley Homes has a good track record with the City of Tomball. Weekley representatives are already working with the City to resolve flooding concerns, green space requirements, and the effect on wildlife. Further, the company is also offering three separate Zoom dates to Liberty Lane residents to address their questions.

The only entrance to the proposed Pine Trails will be from the north (Brown Road). Only entrance to Liberty Lane is from the south (off Hicks Street). Since Pine Trails residents could not enter from Hicks, it seems to me most of the increased traffic on Hicks Street would come from the Commercial and SF-20 zoning along Hicks between 249 and Quinn Road. Highway 249 is zoned Commercial on the east side between Hicks Street and Brown Road. The northward extension of 249 will increase traffic on the highway between Hicks Street and Brown Road. By 2023 the highway should be extended to Navasota. This extension will add more traffic to the Hicks St.-Brown Rd. area.

My wife Trudy and I live in Dallas, but I grew up in Tomball, graduated from Tomball High. We will consider moving back to Tomball in the future....and we would definitely look at Pine Trails as a place to live.

Finally, if P21-011 doesn't pass, this issue will not be dropped and the For Sale sign will still stand. My family needs to sell the property, If the Weekley plan is not approved, there is no telling who will buy the land or for what purpose.

I appreciate very much your time and consideration.

Roy C. Hohl III

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

February 7, 2021

REF: **Case Number: P21-011**

City of Tomball:

I am **AGAIN** writing to express my **strong opposition** to **CASE NUMBER: P21-011**, the proposed rezoning south of Brown Road between SH 249 and Quinn Road from Single-Family 20 Estate Districts to Planned Development (PD-16) District. Residents in the Liberty Springs neighborhood are completely opposed to the rezoning that will cause additional traffic and safety problems, destroy local wildlife habitat, increase flooding and potentially lower the property values of the existing community.

Property values are likely to go down in the area if PD-16 is approved considering the immediate surrounding neighborhoods are consistent to SF20 estate districts. Smaller lots or "Starter Homes" are inconsistent with the neighborhoods developed in the area and may bring additional crime in. Please don't stoop down to David Weekly's level and destroy our neighborhood ambiance that we love, just to put more money in their pocket. They don't have to live with the consequences of their bad actions.

Wildlife has been observed in the area, and any development will destroy their habitat and green space. Any planned development of the property should consider the continuing impact to local wildlife habitat like the loss of trees will displace animals that call it home like deer, racoons, birds, opossums, squirrels and snakes that rely on the natural environment to thrive.

We urge you to disapprove the proposed rezoning, and from recent meetings and discussions with my neighbors, I know my opinions are shared by many who have not managed to attend meeting or write letters and emails. We are all in agreement the current zoning of Single-Family 20 Estate District is appropriate.

Thank you for your continued service and support of our communities.

Sincerely,

Scott Guin
Liberty Springs Estate
29503 Liberty Lane
Tomball, TX 77375

Amelia Lindley

From: sherylbmartinez@yahoo.com
Sent: Monday, February 8, 2021 4:12 PM
To: Amelia Lindley
Subject: Planning & Zoning Proposal case P21-011

Dear Ms Lindley,

I am writing to express my disapproval of the re-Zoning request referenced above.

I am a resident of Liberty Lane and am opposed to the request to re-zone the raw land behind us to SF6, SF9 or PD16.

Rezoning to PD16 gives way too much leeway to the developer to decide what size lots and houses he (they) want to build with no input from the community.

I do not support crowding the land behind us with 2500sf homes on 6,000sf lots or any similar scenario. Loss of trees, vegetation & wildlife and increases in population density are not what we moved our family to Tomball to experience.

Furthermore I do not support any change from the current SF20E that was in place when we purchased our home.

I would hope that the Planning and Zoning Committee will once again listen to the citizens of Tomball as to what we want and do not want in our community.

Sincerely,

Sheryl Martinez
29514 Liberty Lane
Tomball, TX 77375

[Sent from Yahoo Mail for iPhone](#)

Amelia Lindley

From: Stephen Hohl <stephen.hohl@gmail.com>
Sent: Wednesday, February 3, 2021 10:10 PM
To: Amelia Lindley
Subject: David Weekley Homes Case P21-011

Dear Amelia,

I am writing in **support** of David Weekley Homes' Rezoning request to Planned Development.

David Weekley Homes has revised their original development plan and zoning request at the recommendation of the City Council. This revised plan is similar to the Yaupon Trails neighborhood east of the subject property on Brown Road with larger lots than SF-6 and larger houses estimated to be priced beginning in the low 300s. City Staff recommends approval. This property is designated to be neighborhood residential in the Future Land Use plan. All of these factors are in alignment with the City Council's recommendations.

A David Weekley Homes neighborhood will be an attractive addition to the City. Some 50 new residents in Pine Trails will call Tomball home. They will come here for many of the same reasons that current citizens have. They will shop here, dine out here, pay property taxes, go to doctors and have access to HCA Tomball Hospital; they will attend Lone Star College, send their school aged children to Tomball ISD, Concordia Lutheran or Rosehill Christian School. They will have access to excellent roads in and near the City with easy access to SH249, 99 and Beltway 8. They will be attracted to the hometown feel that Tomball has that some other nearby suburban areas do not. Conservatively, the appraised tax valuation will be approximately \$15,000,000 as opposed the current \$1,000,000 appraised valuation.

This property has been in the Hohl family since the mid 1960s. My parents, Roy and Carolyn Hohl, built their home in 1975. My father passed away in 1985 and my mother lived there until her death in 2017. The property has not been changed significantly by the Hohls since the home was built. The City of Tomball, however, has impacted the area in several ways: Brown Road extension to accommodate more east/west traffic flow, over 6 acres of drainage basin and channel on the east and south side of the Hohl property to provide better drainage, in particular to alleviate drainage problems that existed at the Liberty Lane/Hicks Street intersection. The Hohls did not object or try to stop the City's efforts because they realized these were improvements for the betterment of Tomball even if they may not have been the best scenario for the Hohl property.

I believe the City Council and the Planning and Zoning Commission are responsible to the entire city and its citizens, not only a few loud voices in opposition. I recommend **approval** of this rezoning request.

Thank you for your consideration.

Stephen Hohl
13607 Lost Creek Road
Tomball, Texas 77375
832 368-3835 cell

Sent from [Mail](#) for Windows 10

Amelia Lindley

From: Suzanne Smith Reynolds <suzanne.s.reynolds@gmail.com>
Sent: Monday, February 8, 2021 7:36 AM
To: Amelia Lindley
Subject: Zoning Case P-21-011

To the attention of City of Planning and Zoning Commission and Tomball City Council:

I am FOR the requested Rezoning on the above referenced Z inning Case for the following reasons:

It is my understanding that David Weekly proposes to develop this property in a similar way to Yaupon Trails. I have several friends whom reside In YT. YT answered the needs of empty nesters; widows/widowers... people who would like a good sized home without a big lot / yard to maintain. A home where they can live the second half of their lives. The demand for this type of home is evidenced by the fact that the homes sold quickly, and from what I can see, there has been very little turnover in that neighborhood.

David Weekly has been building homes in the Houston area for decades. Only quality Developers/Builders can be successful over the long haul. My understanding is they have worked hard to answer the concerns of privacy for the neighbors who will be adjacent to this development.

Thank you for your consideration in this matter

Respectfully submitted

Suzanne Reynolds
201 Tyler St
Tomball, TX. 77375

Sent from my iPhone

TO : Amelia Lindley

February 4, 2021

City Planner Tomball, Texas

FROM : Thomas Porter

29507 Liberty Lane Tomball, Texas 77375

SUBJECT : AGAINST Zoning Change for David Weekly Homes, Pine Trails Zoning Case P21-011

I have been a Tomball resident for 25 years and selected Tomball with my family to avoid high density housing in other areas of Harris County. I greatly continue to enjoy living in Tomball, even though the commute distance was longer than other alternatives.

I oppose David Weekly Homes proposal to change the zoning from its current SF-20 for the following reasons :

1. Population density has repeatedly been shown to be a most significant indicator of urban problems. The proposed density with lots sizes between 6050 square feet and 6500 square feet could potentially bring with it urban problems.
2. David Weekly Homes compares their Pine Trails development to Yaupon Trails, but the proposed homes in Pine Trails will likely sell for much less than their claim of \$ 300,000 to \$ 350,000 , because these homes will be smaller. The Yaupon trails website indicates an asking price of \$369,000 for a 2601 square foot home, which calculates \$ 141.87/sqft. David Weekly Homes proposes to build houses nearly half the size of the houses in Yaupon Trails, actually 65% of their size. David Weekly Homes proposes building 1600 square foot homes in Pine Trails compared to an average size of 2400 square feet reported for Yaupon Trails. $141.87 \text{ \$/sqft} \times 1600 \text{ sqft} = \$ 227,000$.
3. The David Weekly Homes plans to block the electrical easement adjacent to Liberty Lane with roughly 22 privacy fences, 6 to 7 foot tall, in the easement. Their proposal for Utility access to poles, lines, transformers, etc. would only be by entering from Liberty Lane yards, however their electrical design has not been finalized and will not be available until work from the power company is completed. The distance between Pine Trails houses is not anticipated to allow truck entry to the utility easment.
4. With the David Weekly Homes selection of 55 foot lot width, one of the residents of Liberty Lane will have 5 new neighbors along their back yard, in addition to their existing neighbors on each side, which sounds unreasonable. Other Liberty Lane residents would pick up 3 proposed additional new neighbors, which is also undesirable.

I am against zoning case P21-011 for its negative short term and potential long term impacts. Their proposal to cram roughly 6 homes onto one acre is not consistent with the current zoning plan or the spirit of living in Tomball. Please reject the requested zoning change. SF-20, i.e. 20,000 square foot lots, should be retained.

Thomas Porter

Amelia Lindley

From: Todd Carlile <toddcarlile@gmail.com>
Sent: Monday, February 8, 2021 4:11 PM
To: Amelia Lindley
Cc: stephen.hohl@gmail.com
Subject: Zoning Case P21-011 Request by David Weekley Homes

Ms. Lindley,

I have lived and worked in Tomball for 26 years. In that time I have seen substantial development in and around this city. I have been pleased with how our city leaders have been able to manage the growth in our area and still maintain that small town feel. The many positive attributes of this city are why so many families have decided to make this their home. They will continue to come!

Real estate/land ultimately gravitates to it's highest and best use. I cannot think of a better use of this 13.4 acres than a quality residential development such as the kind that David Weekley Homes consistently produces. I urge our city leaders to APPROVE zoning case P21-011 to amend Chapter 50 of the Tomball Code of Ordinances by rezoning this property to the Planned Development (PD-16) District. Thank you for your consideration.

Sincerely,

Todd Carlile
15402 Coral Canyon
Tomball, TX. 77377

C. Travis Hohl
2112 Independence Drive
Austin, Texas 78745

February 8, 2021

City of Tomball
Attn: Amelia Lindley, City Planner
Via email: alindley@tomballtx.gov

RE: City of Tomball Zoning Proposal No. P21-011

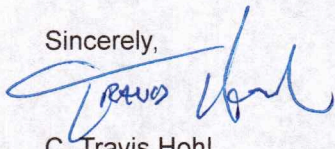
Dear Ms. Lindley,

I am writing in order to join Tomball's city staff, Weekley Homes, neighbors of the 13.4 acre parcel, and the many residents of Tomball — including my father, Carl Hohl — who have already expressed their support for this zoning proposal.

The proposal would allow Weekley Homes to create a small neighborhood within walking distance of Tomball Elementary — an ideal location for families with young children, it would increase property tax and local sales tax revenue for the City of Tomball, and it would allow the community to make more efficient use of this land.

I appreciate your time and attention to this matter, and I hope you will continue to support the modest growth of this treasured town by approving the proposed zoning change.

Sincerely,



C. Travis Hohl

Amelia Lindley

From: Trudy Hohl <t.hohl@icloud.com>
Sent: Monday, February 1, 2021 4:03 PM
To: Amelia Lindley
Subject: Weekley Homes Zoning Case

Dear Ms. Lindley,

I am writing to support the 13.4 Acre David Weekley Homes project Pine Trails, zoning case number P21-011.

My husband Roy and I live in Dallas, but Roy grew up in Tomball and graduated from Tomball High School. I grew up in Dallas, but I see advantages in moving to a smaller town: less crime and less social unrest. I don't think it's a stretch to say there are Houston retirees who think like me and have their eyes on Tomball.

In the future Roy and I will strongly consider moving back to Tomball — count us as two people who would definitely look at Pine Trails as a place to live.

I understand that the City of Tomball staff approves the Weekley project and is already working with Weekley to resolve traffic issues, flooding concerns, and any effect on wildlife.

In addition Weekley representatives are offering three separate Zoom dates to answer residents' questions.

David Weekley Homes has a good track record with the City of Tomball and puts out a good product.

I agree with the City staff...David Weekley Homes gets my stamp of approval, and I am in favor of the zoning change , case number P21-011.

Trudy Hinckley Hohl
Sent from my iPhone

Amelia Lindley

From: w <wkd91651@aol.com>
Sent: Thursday, February 4, 2021 3:05 PM
To: Amelia Lindley
Subject: Petition to halt David Weekly

Ms Lindley,

I am writing to ask that David Weekley's PD-16 rezoning request be denied. One thing we do not need is another close built homes in this area. We already have the new rental homes being built by the elementary school just down the street from this area.

Regards,

William Keith Dawson

Amelia Lindley
February 4, 2021

City Planner, City of Tomball

Re: Zoning Case P21-011

Dear Amelia,

My name is Zach Harrisberger, and I grew up in Austin, TX. I married Bekah Hohl, who is the daughter of Stephen Hohl (who is trying to sell this property). Bekah and I met in Austin but moved out to Tomball in August of 2018 for my work. At first, we lived in an apartment but knew we wanted to buy a house eventually. We had heard wonderful things about David Weekley and saw that a new development was in the works called Grove Landing off of Bogs Rd and 2978 in Tomball. We went over there at the beginning of 2020 to check it out and fell in love with the houses that Weekley was building, and we were also shocked that they fell into our price range because they were so nice! All that to say, we closed on our first home in July of 2020, here in Tomball, and are so thankful it is a David Weekley home. They were such a delight to work with - we have so much respect for Mr. Weekley and his company!

We have been saddened to hear of the opposition to Zoning Case P21-011, because we love Tomball and we love David Weekley and were able to purchase our first home here because of him! Tomball has been described as a small town with a big heart, and we couldn't be more excited at the possibility of more families or young couples like ourselves moving into town, buying a Weekley home, and enjoying this small town and big heart that we love. It is an amazing place to live and we want to see it thrive! We want families started, friendships made, and communities built here. We feel like Tomball is on the verge of blowing up, hearing of new things opening all the time, and we want people here to be a part of that!

My position on this may not carry much weight. I don't know all the logistics that have to go into these decisions and I am thankful that there are people like yourself who do an incredible job thinking through all of that! Because of you, our city is so much better, and so I thank you! But my opinion for this matter is this: **if there is a way to keep good relations with David Weekley, while offering more beautiful, affordable homes to families, couples, or even singles, and ultimately bringing growth to Tomball, I see that as a great win for our town and I stand in favor!**

Again, thank you to you and everyone involved in these decisions. We appreciate your leadership in our city and trust you will make the decision that is best for Tomball!

Blessings,

Zach Harrisberger

Amelia Lindley

From: Elizabeth Peltier <elizabethpeltier13@yahoo.com>
Sent: Tuesday, February 9, 2021 8:53 PM
To: Amelia Lindley
Subject: Zoning Case Number P21-001

Dear Amelia,

I'm sure you've been flooded with letters and emails pertaining to the zoning case of P21-011, and I am very passionate about the rezoning of the property. In my opinion, our community would do nothing but benefit from rezoning this property to accommodate a new small town neighborhood. I want to express to the planning and zoning commission some of my opinions pertaining to the rezoning of this land.

My husband and I have both resided in the Tomball area (both moving to Tomball in the late 90s and then residing here until marriage in 2014) for nearly 24 years and just like our parents, we chose to return to this area in 2018 to raise our family in a diverse and thriving community. Without rezoning land in our city, there is no potential for expansion and growth. We love seeing this town expand and thrive, while maintaining it's small town identity.

We have two children, one of which will attend Tomball Elementary, just as I did, in the fall of 2022. When we think of Tomball Elementary and our children attending, we are excited about the possibility of a well planned and developed neighborhood in that zoned area to add to the demographic mix of the school. My husband and I are in our 30s, and have a decent amount of friends who are established in their jobs and families, but looking to relocate towards our area to plant their roots. This means that the building of a DW home development could help facilitate their moves.

We live in a small town that thrives on small businesses and festivals that attract people of all ages, but especially younger couples with children. Rezoning this property to accommodate a new DW development would be a great move economically for our small businesses and events.

Additionally the halting to rezone that area is highly unrealistic, and for anyone to assume that a town remains as is and stops growth and development while being a suburb to the Houston metroplex is absurd. Families are looking to live in a town that provides the small town feel, top rated schools, and an eclectic small business community, and without the growth of neighborhoods like the one DW plans to establish that is not possible.

We've experienced a painful year of constant change, which has left many of us, including myself, fearful of change and even growth. Wanting life to resume back to "how things were" is something that I often feel, but when we step outside of this "fearful of change" mentality and look at the positive side of change, and of this DW development bringing economic growth to our town, socioeconomic growth in our schools, and a general turn of a younger population looking to plant themselves in a small town, we're able to see the bigger picture: that our town simply needs to expand and grow.

I want to thank you and others for taking the time to consider my position on the zoning case of P21-011, and note again that I am a current resident of Tomball, a resident located less than 3 miles from this location, and am FOR the rezoning of this area.

Thanks so much,
Elizabeth Peltier

Amelia Lindley

From: Sarah's Gmail <ssweatherford@gmail.com>
Sent: Tuesday, February 9, 2021 10:35 PM
To: Amelia Lindley
Cc: Joe Stutts; Stephen Hohl; Lorel Hohl; Roy Hohl III; Carl Hohl
Subject: Support for Rezoning, Case P21-011

Dear Ms. Lindley,

I am writing to you in **support** of the proposed rezoning of the David Weekley Home development of 13.4 acres of land south of Brown Road and west of Tomball Elementary School. I am Sarah Stutts Weatherford, granddaughter of the late Mr. and Mrs. Roy C Hohl, Jr. and daughter of Ellen and Joe Stutts. I currently reside in Dallas, Texas, but I am the oldest of eight grandchildren who were raised in Tomball. As my siblings and cousins begin to start families of their own, it is a joy to see the fifth generation of our family grow up surrounded by the smell of pine trees and sounds of trains moving through town. You see, as much as Tomball has grown and changed over recent decades, there are many qualities that will always remain.

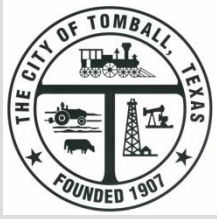
I like to brag to friends about the benefits of being from a small town. Each of my first through fourth grade teachers attended my church, Tomball United Methodist. I valued their educational and spiritual leadership. I know sweet friends of my grandmother prayed over my cousins and myself like they had prayed for my mother and her brothers throughout childhood. Isn't that the sense of close-knit community that we desire our residents to have so that families can thrive?

From railroad stop to "Oiltown U.S.A.," leaders of Tomball have made our town a busy and desirable place to live and raise a family for decades. Living within the city limits provides entertainment venues like Main Street Crossing, a bustling shopping district in Old Town Tomball, and the charming Tomball Farmers' Market. So much city planning and development has been done since I graduated from high school, and I love hearing about new parks, small businesses and highway extensions that connect people to work, urban culture and surrounding towns. I have taught elementary and middle school for fourteen years and if our family moved home to Tomball, I would be eager to teach in TISD and raise our children attending the same schools that my family has attended since the 1950s.

Promoting positive growth has always been a priority of the Hohl family. We believe in supporting our churches, schools, and community through our prayers, presence, gifts and service. Tomball has evolved with the explosion of growth north of Houston and simultaneously maintained our small town atmosphere. I care deeply for the land that has belonged to our family for nearly sixty years in the town that has been home to both sides of my family for generations! It is heart-warming to consider the potential joy this special property could bring to many other families through the development of Pine Trails.

I sincerely thank all who are involved for your time and consideration in this case. As other members of my family have stated, the property will be sold. I feel confident the sale of our property to David Weekley Homes will be an asset to the City of Tomball.

With great hope,
Sarah Stutts Weatherford



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: February 8, 2021

City Council Public Hearing Date: February 15, 2021

Rezoning Case: P21-011
Property Owner(s): Roy C & Carolyn Hohl
Applicant(s): David Weekley Homes
Legal Description: Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House
Location: South side of Brown Road between SH 249 and Quinn Road (Exhibit "A")
Area: 13.4 acres
Comp Plan Designation: Neighborhood Residential (Exhibit "B")
Present Zoning and Use: Planned Development (PD-1) and Single-Family 20 Estate District (Exhibit "C") / Mostly undeveloped, single-family residence (Exhibit "D")
Proposed Use(s): Single-family residential development (Exhibit "E")
Request: Rezone from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District

Adjacent Zoning & Land Uses:

North: Office and Planned Development (PD-1) Districts / Office and undeveloped property

South: Single-Family 20 Estate District / Drainage channel

West: Single-Family 20 Estate District / Single-family residences

East: Planned Development (PD-1) and Single-Family 20 Estate Districts / Drainage channel

BACKGROUND

In June 2020, City staff met with the applicant to discuss the development of a single-family residential community. In December 2020, the applicant requested a rezoning to the Single-Family 6 District. The Planning & Zoning Commission recommended denial of the request and City Council took no action on the request. The applicant submitted a Planned Development District Application.

ANALYSIS

The subject site is comprised of three properties totaling approximately 13.4 acres of land. The applicant, David Weekley Homes, plans to develop a single-family residential subdivision with a maximum of 50 residential homes. The subject site is zoned Planned Development (PD-1) District on the northern portion and Single-Family 20 Estate District on the southern portion. Surrounding properties are zoned Office and Planned Development (PD-1) Districts to the north, Single-Family 20 Estate and Planned Development (PD-1) to the east, and Single-Family 20 Estate District to the south and west.

Surrounding properties in the area include single-family residences on Liberty Lane, a drainage channel to the south and east and an office to the north. There are two new single-family residential subdivisions on Brown Road in the area: Yaupon Trails (completed) and Sydney's Park (under construction). The proposed development appears to be appropriate for the area.

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

“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, views, 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.”

According to the Planned Development Application (Exhibit “E”) and the development regulations, the proposed Planned Development will be a single-family residential community, and will include amenities such as an open space park reserve. The lots will have a minimum area of 6,500 square feet, a minimum lot width of 55’ and a minimum lot depth of 110’. The residences in this PD will have a minimum floor area per dwelling unit of 1,600 square feet. The PD also includes landscaping requirements for the park and recreation facilities and the single-family lots.

The property is designated as Neighborhood Residential by the Comprehensive Plan Future Land Use Map. This category is intended for single-family detached housing. The proposed Planned Development meets the intent of the Future Land Use category.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper on January 27, 2021. Property owners within 200 feet of the project site were mailed notification of this proposal on January 28, 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 recommends approval of Zoning Case P21-011.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Planned Development Application, Regulations & Concept Plan

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

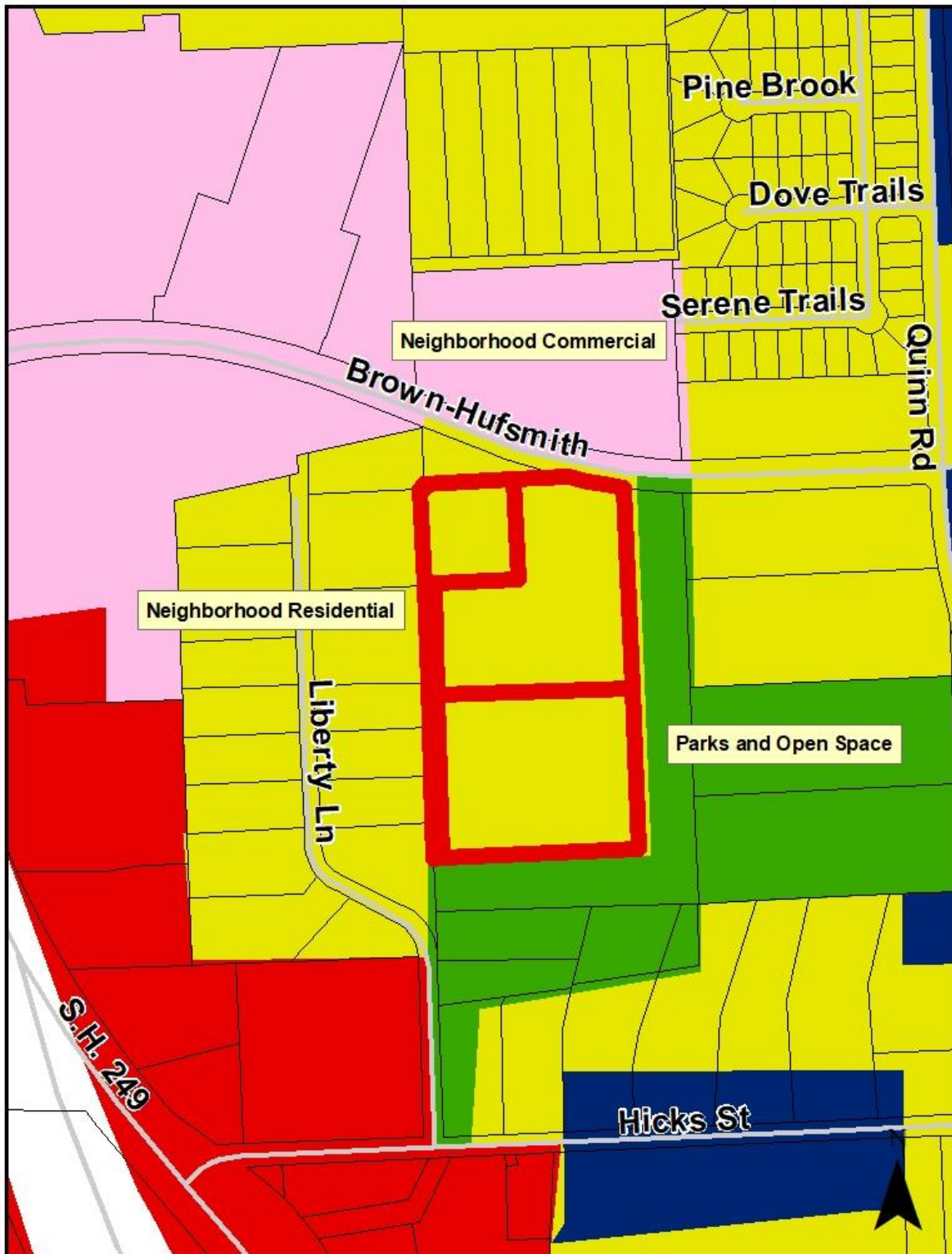
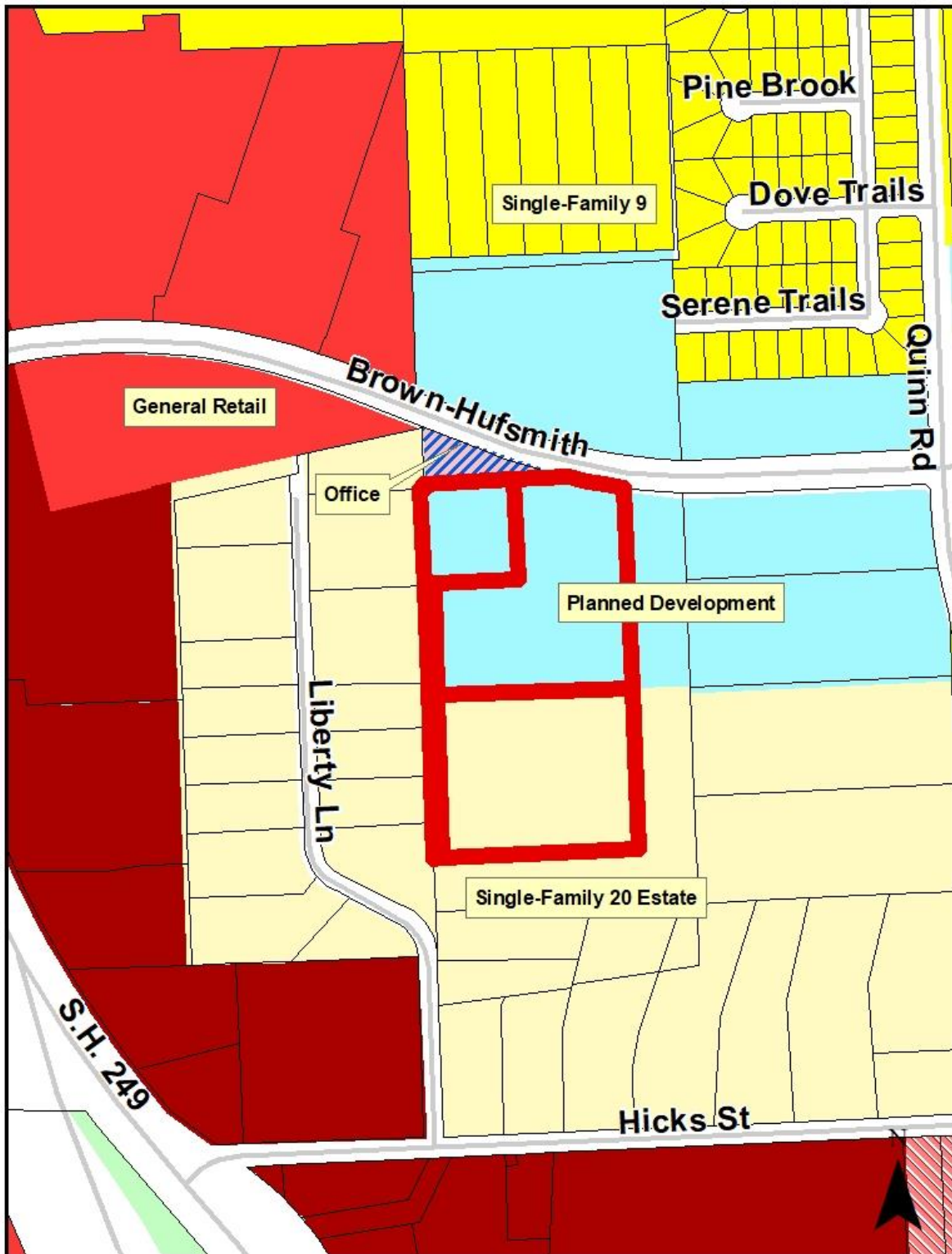


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Exhibit "E"
Planned Development Application, Regulations & Concept Plan



RECEIVED (KC)
01/06/2021 4:09:18 PM
APPLICATION FOR
PLANNED DEVELOPMENT
Community Development Department
Planning Division

P&Z #P21-011
\$1,000 PD

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: David Weekley Hones Title: Development Manager
Mailing Address: 1111 N Post Oak City: Houston State: TX
Zip: 77055
Phone: (713) 545-9798 Fax: () Email: DMorgan@dwhones.com

Owner
Name: Ellen Hohl Struts - Executor of Carolyn Hohl Estate Title: Executor
Mailing Address: 46 Stephen Hohl 13607 Lost Creek City: Tomball State: TX
Zip: 77375
Phone: (832) 369-3935 Fax: () Email: Stephen.Hohl@gmail.com

Engineer/Surveyor (if applicable)
Name: Crestline Engineering - Mark D Shaffer PE Title: Principal
Mailing Address: 2000 S Dairy Ashford Ste 200 City: Houston State: TX
Zip: 77077
Phone: (713) 314-7029 Fax: () Email: mark.D@crestlineeng.com

Description of Proposed Project: Single Family Residential Development

Physical Location of Property: South of Brown Road Approx 2000' east 249
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: 5 House Survey Abstract 34 Tracts 17H, 17H-1, 17H-2, 17S, 17S
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 0402700010145
0402700010146
0402700010147 Acreage: 13.378

Current Use of Property: PD-1 + SF-20-F

Proposed Use of Property: Planned Development

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 Todd May 1-5-2021
Signature of Applicant Date

X Ellen M. Clutts 1-5-2021
Signature of Owner Date

January 6th 2021

Building Dreams, Enhancing Lives.
David Weekley Homes

City of Tomball
Planning & Zoning Commission
401 Market Street
Tomball, TX 77375

Dear City of Tomball Planning & Zoning Commission,

This letter is meant to serve as supplemental documentation to accompany the request of the Estate of Carolyn K Hohl and David Weekley Homes for the creation of a Planned Development on the referenced property near Brown Road and Quinn Road in Tomball, TX. Attached along with this letter is the Planned Development Application, Planned Development Regulations as well as Proposed Site Plan for the project.

David Weekley Homes, through its development company, CND Development, desires to develop an upscale community of 50 homes on this 13.378 acre property. The current zoned status of the property is a mix of Planned Development (PD-1 – Office w/Residential Look) as well as Single-Family Estate (SF-20-E).

The creation of this Planned Development will allow David Weekley Homes to develop the property into single family homes in line with the City of Tomball's Future Land Use Plan which is Neighborhood Residential. Our desire is to create a community with the aesthetic appeal and quality of one of our previous communities near the reference property, Yaupon Trails. After discussing with City Council at our last rezoning request, we have designed this Planned Development with Yaupon Trails in mind.

Planned Development Districts may be used to permit new or innovative concepts in land utilization and ensure compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community. We believe this Planned Development will do that by providing the following:

- To provide superior design on lots
 - This will allow for a typical lot size (6,500 SF Minimum) that falls between SF-6 and SF-9.
- To provide open space opportunities for public use and enjoyment
 - There is a park at the south side of the project near the detention area that will be publicly available.
- To provide an appropriate balance between the intensity of development
 - This PD will have the same minimum lot size as Yaupon Trails on the North side of Brown Road, be greater than the lots in Sydney's Park at Brown and Quinn and ease the transition from the SF-20-E lots to the West in Liberty Springs.
- Exceed the standards of the City of Tomball
 - Homes within the PD will adhere to minimum building regulations and required landscaping on each lot. One example being the Minimum Floor Area per Dwelling Unit being 1,600 SF, which is the same as SF-20-E.

January 6th 2021

We believe that this development will allow David Weekley Homes to deliver an upscale new home community that will not only benefit those residents that purchase homes in the community, but contribute to the City of Tomball's continued success.

Thank you so much for your time and consideration of Planned Development request.

Sincerely,

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

Scott Black
David Weekley Homes

Planned Development Regulations

Pine Trails

Contents

- A. General Provisions
- B. Land Uses
- C. Development Regulations for Single Family Lots
- D. Landscape Regulations
- E. Building Regulations

A. General Provisions

The Planned Development (PD) approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in a SF-6 zoning district is not contained in this ordinance, all of the regulations contained in the Development Code applicable to the SF-6 zoning district in effect on the effective date of this ordinance shall apply to this PD.

Except as otherwise provided herein, the words used in this Planned Development shall have the same meaning established by the Development Code.

B. Land Uses

Permitted Land Uses are listed below. All others are prohibited.

- Private Household Services – SIC Code 8811
- Dwellings – Single Family – SIC Code 99 (Non-Classifiable)
- Parks and Recreational Facilities, Public or Private – SIC Code 99 (Non-Classifiable)
- Residential Sales Office (Temporary)
- Drill Site

C. Development Regulations for Single Family Lots

- Maximum 50 lots permitted
- Minimum Lot Size - 6,500 Square Feet
- Minimum Lot Width - 55'

- Minimum Lot Depth - 110'
- Minimum Front Setback – 20'
- Minimum Side Setback – 5'
- Minimum Rear Setback – 10'
- Minimum Dwelling Unit Size – 1,600 Square Feet
- Maximum Height – 2 stories not to exceed 36' for the main building/house.
- Maximum Lot Coverage – 60% including main buildings and accessory buildings

D. Landscape Regulations

Park and Recreation Facilities

- A landscaped and open space park reserve shall be provided within the neighborhood.

Single Family Lot Requirements

- Each lot shall be fully landscaped with either trees, plants or otherwise covered with Bermuda Grass.
- Each lot shall have at least one existing mature tree or one 3.5" caliper shade tree shall be planted in the front yard setback.
- See attached Approved Plant List (Exhibit A) for approved plants and trees for the Planned Development

Exhibit A

Approved Plant List

<i>Botanical Name</i>	<i>Common Name</i>	<i>Botanical Name</i>	<i>Common Name</i>
SHADE TREES		SHRUBS	
<i>Carya illinoensis</i>	Pecan	<i>Aspidistra eliator</i>	Aspidistra
<i>Liquidambar styraciflua</i>	Sweet Gum	<i>Aucuba japonica</i>	Japanese Aucuba
<i>Magnolia grandiflora</i>	Southern Magnolia	<i>Azalea</i> species	Azalea
<i>Pistache chinensis</i>	Chinese Pistache	<i>Buddleia davidii</i>	Butterfly Bush
<i>Platanus mexicana</i>	Mexican Plane Tree	<i>Buxus</i> species	Boxwood
<i>Quercus macrocarpa</i>	Burr Oak	<i>Callistemon citrinus</i>	Dwarf Bottlebrush
<i>Quercus nigra</i>	Water Oak	'Austraflora', 'Firebrand', 'Little John', and 'Splendens'	
<i>Quercus polymorpha</i>	Mexican Oak	<i>Camellia sasanqua</i>	Camellia
<i>Quercus shumardii</i>	Shumard Oak	<i>Chanomelis speciosa</i>	Flowering Quince
<i>Quercus virginiana</i>	Live Oak	<i>Cleyera japonica</i>	Japanese Cleyera
<i>Ulmus parvifolia</i> 'Drake'	Drake Elm	<i>Elaeagnus macrophylla</i>	Elaeagnus Ebbeningei
EVERGREEN TREES		<i>Eriobotrya japonica</i>	Coppertone Loquat
<i>Ilex opaca</i>	American Holly	<i>Fatsia japonica</i>	Aralia
<i>Ilex opaca</i> Savannah	Savannah Holly	<i>Fiegoa sellowiana</i>	Pineapple Guava
<i>Cupressus sempervirens</i>	Italian Cypress	<i>Gardenia jasminoides</i>	Gardenia
<i>Pinus thunbergi</i>	Japanese Black Pine	<i>Ilex cornuta</i> 'Burfordii'	Dwarf Burford Holly
<i>Pinus taeda</i>	Loblolly Pine	compacta	
ORNAMENTAL TREES		<i>Ilex vomitoria</i> 'Nana'	Dwarf Yaupon
<i>Betula nigra</i>	River Birch	<i>Juniperus</i>	Juniper species
<i>Cercis canadensis</i> 'Oklahoma'	Redbud	<i>Leucophyllum frutescens</i>	Texas Sage
<i>Chamcerops humilis</i>	Mediterranean Palm	<i>Ligustrum japonicum</i>	Wax Leaf Ligustrum
<i>Chionanthus virginica</i>	Chinese Fringe Tree	<i>Mahonia aquifolium</i>	Oregon Grape
<i>Crateagus marshalli</i>	Parsley Hawthorn	<i>Mahonia bealei</i>	Leatherleaf
<i>Cycas revoluta</i>	Sago Palm	<i>Myrica cerifera</i>	Southern Wax Myrtle
<i>Lagerstroemia indica</i>	Crepe Myrtle	<i>Myrica pusilla</i>	Dwarf Wax Myrtle
<i>Magnolia liliiflora</i>	Lily Magnolia	<i>Nandina domestica</i>	Dwarf Nandina varieties
<i>Magnolia soulangeana</i>	Saucer magnolia	<i>Nerium oleander</i>	Oleander
<i>Magnolia stellata</i>	Star Magnolia	<i>Pittosporum tobira</i>	Variegated Pittosporum
<i>Prunus mexicana</i>	Mexican Plum	'Variegata'	
<i>Pyrus calleryana</i>	Flowering Pears	<i>Pittosporum tobira</i>	Dwarf Pittosporum
'Aristocrat' or 'Capitol'		'Wheeler'	
		<i>Raphiolepis indica</i>	Indian Hawthorn
		<i>Rhododendron indicum</i>	Formosa Azalea
		'Formosa'	
		<i>Spirea bumalda</i> or similar dwarf varieties	Spirea

<i>Botanical Name</i>	<i>Common Name</i>
Ajuga reptans	Ajuga
Ardisa Crenulata	Ardisa
Asparagus sprengeri	Sprengeri Fern
Carex morrowii	Japanese Sedge
Cuphea hyssopifolia	Mexican Heather
Cyrtomium falcatum	Holly Fern
Dryopteris normalis	Wood Fern
Festuca ovina	Fescue
Festuca cinerea	Fescue
Ficus pumila	Climbing Fig
Gelsimium sempervirens	Carolina Jasmine
Hemerocallis species	Daylily
Hedera helix	English Ivy
Juniperus horizontalis, conferta, and procumbens 'Nana'	Low growing junipers species
Lantana camara 'Radiation'	Lantana
Liriope muscari	Liriope
Millettia reticulata	Evergreen Wisteria
Ophiopogon jaburan	Giant Liriope
Ophiopogon japonicum	Monkey Grass
Rosa banksiae	Lady Bank's Rose
Santolina incana	Lavender
Trachelosperum asiaticum	Asian Jasmine
Trachelosperum jasminoides	Confederate Jasmine
Veronica latifolia, scrophulariaceae and spicata	Veronica
Wisteria chinensis, floribunda, megasperma, sinensis	Wisteria

" EXHIBIT A "

FIELD NOTES OF A TRACT OF LAND CONTAINING 13.378 ACRES SITUATED IN THE JOSEPH HOUSE LEAGUE, ABSTRACT 34, HARRIS COUNTY, TEXAS AND BEING THE RESIDUE OF A 10.00 ACRE TRACT OF LAND CALLED TRACT 1 AND THE RESIDUE OF A 10.00 ACRE TRACT OF LAND CALLED TRACT 2 CONVEYED TO ROY C. HOHL RECORDED BY DEED IN HARRIS COUNTY CLERK'S FILE NO.(S) B 899708 AND C 922066 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS. SAID 13.378 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS STATE PLAIN COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.

BEGINNING at a 5/8" capped iron rod, found, being an exterior corner in the west line of a 6.292 acre tract of land conveyed to City of Tomball recorded by deed in Harris County Clerk's File No.(s) Y 538668 of the Real Property Records of said county and for the **southwest corner** of the herein described tract (X=3032877.6167, Y=13962802.4460), from which a 5/8" iron rod, found, being the southwest corner of said 6.292 acres bears S 02°08'27" E, a distance of 159.93 feet;

THENCE, N 02°08'27" W, along the west line of said Tract 1 and 2, a distance of 1035.76 feet to a 1/2" capped iron rod, set, being the southwest corner of Lot 2, Block 2, Brown-Hufsmith Commercial, a subdivision in said county according to the map or plat thereof recorded in Film Code #622259 of the Map Records of said county, the northwest corner of said Tract 2 and for the **northwest corner** of the herein described tract;

THENCE, N 87°12'47" E, along the south line of said Lot 2 and the north line of said Tract 2, a distance of 401.98 feet to a 1/2" capped iron rod, set, in the south right-of-way line of Brown-Hufsmith Road (100 foot right-of-way), the east corner of said Lot 2 and for the **"Point of Curve"** in the north line of the herein described tract;

THENCE, along a curve to the left with the south right-of-way line of said Brown-Hufsmith Road having a radius of 1690.42 feet and an arc length of 167.06 feet with a chord bearing of S 79°54'49" E, a distance of 166.99 feet to a 5/8" capped iron rod, set, being the northwest corner of said 6.292 acres and for the **northeast corner** and **"Point of Tangent"** of the herein described tract;

THENCE, S 02°11'50" E, along the west line of said 6.292 acres, a distance of 999.00 feet to a 5/8" capped iron rod, set, being an interior corner in the west line of said 6.292 acres and for the **southeast corner** of the herein described tract;

THENCE, S 87°15'33" W, along an exterior line of said 6.292 acres, a distance of 566.17 feet to the **"Point of Beginning"** and containing 13.378 acres of land, more or less.

Surveyed: May 06, 2020

I, Mike H. Rubaiy, Registered Professional Land Surveyor No. 2907, do hereby certify that the foregoing field notes were prepared from a survey made on the ground under my supervision on the date shown and that all lines, boundaries and landmarks are accurately described therein.


Mike H. Rubaiy
R.P.L.S. No. 2907

Job No. 220107
Date: 06-17-2020
hh





City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 02/15/2021

Topic:

Conduct Public Hearing for the Purpose of Considering the Following Annexation: (Being a Tract or Parcel Containing 6.5681 Acres of Land known as Tracts 1 & 2 out of that Certain Called 40.1148 Acre Tract of Land Situated in the John M. Hooper Survey, A-375 In Harris County, Texas, Said 40.1148 Acre Tract being that Same Tract of Land as Described in a Deed Filed for Record under Harris County Clerk's File No. F41707.2 (13810 Windy Meadow Rd, HCAD 04304100000055)

Background:

Conduct Public Hearing for the Purpose of Considering the Following Annexation: (Being a Tract or Parcel Containing 6.5681 Acres of Land known as Tracts 1 & 2 out of that Certain Called 40.1148 Acre Tract of Land Situated in the John M. Hooper Survey, A-375 In Harris County, Texas, Said 40.1148 Acre Tract being that Same Tract of Land as Described in a Deed Filed for Record under Harris County Clerk's File No. F41707.2 (13810 Windy Meadow Rd, HCAD 04304100000055)

Origination: Paul Hicks

Recommendation:

Conduct Public Hearing

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	<u>Tracylynn Garcia</u>	<u>02/01/2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

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



**MONDAY, FEBRUARY 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, February 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

6.5681 ACRES OF LAND KNOWN AS TRACTS 1 AND 2 OUT OF THAT CERTAIN CALLED 40.1148 ACRE TRACT OF LAND SITUATED IN THE JOHN M. HOOPER SURVEY, A-375, HARRIS COUNTY, TEXAS, HCAD 04304100000055 13810 WINDY MEADOW RD.

All that certain tract or parcel containing 6.4955 acres of land known as Tract 1 out of that certain call 40.1148 acre tract of land situated in the John M. Hooper Survey, A-375 in Harris County, Texas, said 40.1148 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. F417072, said Tract 1 being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with EIC cap (set) in the South right-of-way line of Alice Road, (60.00 feet in width), and the North line of said 40.1148 acre tract of land marking the Northeast corner of Tract 42 in Alice Acres, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. N225400 and the Northerly-Northwest corner and POINT OF BEGINNING of the herein described Tract 1;

THENCE N 87°38'44" E, a distance of 37.97 feet along the South right-of-way line of said Alice Road and the North line of said 40.1148 acre tract of land to a 5/8" iron rod (found) marking the intersection of the South right-of-way line of said Alice Road with the Southwest right-of-way line of State Highway 249 Southbound Feeder, (variable width), as described in instruments filed for record under Harris County Clerk's File No's R891794, R891795, X285321, Y393097 and 20070057608, same point marking an interior corner of the herein described Tract 1;

THENCE S 04°46'39" E, a distance of 30.09 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Tract 1;

THENCE N 87°34'54" E, a distance of 111.73 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) at the Westerly end of a cut-back corner in the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Northerly-Northeast corner of the herein described Tract 1;

THENCE S 61°02'40" E, a distance of 50.71 feet along said cut-back corner to a 5/8" iron rod (found) in the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Easterly-Northeast corner of the herein described Tract 1;

THENCE S 26°14'09" E, a distance of 559.61 feet along the Southwest right-of-way line of said State Highway 249 Southbound Feeder to a 5/8" iron rod with EIC cap (set) marking the intersection of the West right-of-way line of Sarah Road, (60.00 feet in width, unimproved), as described in an instrument filed for record under Harris County Clerk's File No. J492760 with the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking an interior corner of the herein described Tract 1;

THENCE S 02°19'40" E, a distance of 200.05 feet along the West right-of-way line of said Sarah Road to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Tract 1;

THENCE S 87°40'19" W, a distance of 456.12 feet along the North right-of-way line of said Sarah Road to a 5/8" iron rod with EIC cap (set) in the East line of Tract L, a call 15,045 square foot tract of land as described in a deed filed for record under Harris County Clerk's File No. 20060199244 marking the Southerly-Southwest corner of the herein described Tract 1;

THENCE N 02°19'41" W, a distance of 110.00 feet along the East line of said Tract L to appoint for corner under a debris pile marking the Northeast corner of said Tract L and an interior corner of the herein described Tract 1;

THENCE S 87°40'19" W, along the North line of said Tract L, passing at 88.50 feet the Northwest corner of said Tract L and the Northeast corner of Tract M, a call 15,000 square foot tract of land as described in a deed filed for record under Harris County Clerk's File No.

20060199244, a total distance of 177.68 feet to a p.k. nail in asphalt (set) in the centerline of the East end of Windy Meadow Road, (60.00 feet in width), same point marking the Northeast corner of Tract 14 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. 20120190138, the Southeast corner of Tract 15 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. K156930 and the Westerly-Southwest corner of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 15, passing at 30.00 feet the North right-of-way line of said Windy meadow Road, a total distance of 170.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner of said Tract 15, the Southeast corner of Tract 38 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. R323731, the Southwest corner of Tract 39 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. 20120190136 and the Westerly-Northwest corner of the herein described Tract 1;

THENCE N 89°11'40" E, a distance of 150.00 feet along the South line of said Tract 39 to a 5/8" iron rod (found) for angle point marking the Southeast corner of said Tract 39 and an interior corner of the herein described Tract 1;

THENCE N 29°15'53" E, a distance of 131.33 feet along the Easterly line of said Tract 39 to a W’ iron rod (found) for angle point marking an interior comer of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 39, passing at 45.02 feet a W’ iron rod(found) marking the Northeast corner of said Tract 39 and the Southeast comer of Tract 40 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. RP-2019-121066, a total distance of 110.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of that certain call 0.0941 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. RP-2019-518294 and on interior comer of the herein described Tract 1;

THENCE N 87°37'30" E, a distance of 80.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast comer of said 0.0941 acre tract of land and an interior comer of the herein described Tract 1;

THENCE N 02°57'38" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Easterly-Northeast comer of said 0.0941 acre tract of land and an interior comer of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 35.00 feet to a 5/8" iron rod with EIC cap (set) marking an interior comer of said 0.0941 acre tract of land and an interior comer of the herein described Tract 1;

THENCE N 02°57'38" W, a distance of 25.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northerly-Northeast comer of said 0.0941 acre tract of land and an interior comer of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 40.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northerly-Northwest comer of said 0.0941 acre tract of land and an interior comer of the herein described Tract 1;

THENCE S 02°57'38" E, a distance of 25.00 feet to a 5/8" iron rod with EIC cap (set) marking the interior comer of said 0.0941 acre tract of land and an interior comer of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 5.00 feet to a 5/8" iron rod with EIC cap (set) in the East line of Tract 41 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. RP-2019-121066 marking the Westerly-Northwest corner of said 0.0941 acre tract of land and an interior comer of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 41, passing at 92.52 feet the Northeast comer of said Tract 41 and the Southeast comer of said Tract 42, from this point a 1" iron pipe (found) bears N 68°39'16" E, 0.51 feet, also from this point a 5/8" iron rod(found) bears N 61°13'42" E, 0.21 feet, a total distance of 200.00 feet to the POINT OF BEGINNING and containing 6.4955 acres of land.

All that certain tract or parcel containing 0.0726 acres of land known as Tract 2 out of that certain call 40.1148 acre tract of land situated in the John M. Hooper Survey, A-375 in Harris County, Texas, said 40.1148 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. F417072, said Tract 2 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with EIC cap (set) in the South right-of-way line of Alice Road, (60.00 feet in width), and the North line of said 40.1148 acre tract of land marking the Northeast comer of Tract 42 in Alice Acres, (unrecorded}, as described in a deed filed for record under Harris County Clerk's File No. N225400;

THENCE N 87°38'44" E, a distance of 37.97 feet along the South right-of-way line of said Alice Road and the North line of said 40.1148 acre tract of land to a 5/8" iron rod(found) marking the intersection of the South right-of-way line of said Alice Road with the Southwest right-of-way line of State Highway 249 Southbound Feeder, (variable width}, as described in instruments filed for record under Harris County Clerk's File No's R891794, R891795, X285321, Y393097 and 20070057608;

THENCE S 04°46'39" E, a distance of 30.09 feet along said Alice Road to a 5/8" iron rod with EIC cap (set);

THENCE N 87°34'54" E, a distance of 111.73 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) at the Westerly end of a cut-back comer in the Southwest right-of-way line of said State Highway 249 Southbound Feeder;

THENCE S 61°02'40" E, a distance of 50.71 feet along said cut-back comer to a W’ iron rod (found) in the Southwest right-of-way line of said State Highway 249 Southbound Feeder;

THENCE S 26°14'09" E, along the Southwest right-of-way line of said State Highway 249 Southbound Feeder, passing at 559.61 feet a 5/8" iron rod with EIC cap (set) marking the intersection of the West right-of-way line of Sarah Road, (60.00 feet in width, unimproved), as described in an instrument filed for record under Harris County Clerk's File No. 1492760 with the Southwest right-of-way line of said State Highway 249 Southbound Feeder, a total distance of 707.66 feet to a 5/8" iron rod with EIC cap (set) marking the intersection of the East right-of-way line of Sarah Road with the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Northerly comer and POINT OF BEGINNING of the herein described Tract 2;

THENCE continuing S 26°14'09" E, a distance of 111.40 feet along the Southwest right-of-way line of said State Highway 249 Southbound Feeder to a 5/8" iron rod with Weisser Surveying cap (found) marking the Northerly comer of that certain call 0.0066 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. 20150332006 and the Easterly-Southeast comer of the herein described Tract 2;

THENCE S 30°43'05" W, a distance of 27.27 feet along the Westerly line of said 0.0066 acre tract of land to a 5/8" iron rod with Harris County cap (found) in the South line of said 40.1148 acre tract of land, the South line of said John M. Hooper Survey, the North line of the Chauncey Goodrich Survey, A-305 in said Harris County, Texas, the North line of Unrestricted Reserve "A" in Block I of Willow Creek Campus, Section 1 a subdivision in said Harris County, Tex. as according to the map or plat thereof filed for record under Film Code No. 686614 of the Harris County Map Records and the North line of North Humble Lake Road, (60.00 feet in width), marking the Southwest comer of said 0.0066 acre tract of land and the Southerly-Southeast comer of the herein described Tract 2;

TIIBNCE S 87°40'19" W, a distance of 30.28 feet along the South line of said John M. Hooper Survey, the South line of said 40.1148 acre tract of land, the North line of said Chauncey Goodrich Survey, the North line of said Unrestricted Reserve "A and the North line of North Humble Lake Road to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of said Sarah Road and the Southwest corner of the herein described Tract 2;

THENCE N 02°19'40" W, a distance of 124.70 feet along the East right-of-way line of said Sarah Road to the POINT OFBEGINNING and containing 0.0726 acre 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.

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

Tracylynn Garcia
Tracylynn Garcia
Assistant City Secretary, TRMC, CMC, CPM

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: February 15, 2021

Topic:

Adopt, on First Reading, Ordinance No. 2021-03, 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 6.5681 Acres Of Land Known As Tracts 1 & 2 Out Of That Certain Call 40.1148 Acre Tract Of Land Situated In The John M. Hooper Survey, A-375 In Harris County, Texas, Said 40.1148 Acre Tract Being That Same Tract Of Land As Described In A Deed Filed For Record Under Harris County Clerk's File No. F41707.2 (13810 Windy Meadow Rd Hcad 04304100000055)]

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 March 1, 2021.

Origination: Paul hicks, ABH Enterprises

Recommendation:

Adopt Ordinance No. 2021-03 on First Reading

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	02/15/2020	Approved by	
	Staff Member	Date		
			City Manager	Date

ORDINANCE NO. 2021-03

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 6.5681 ACRES OF LAND KNOWN AS TRACTs 1 & 2 OUT OF THAT CERTAIN CALL 40.1148 ACRE TRACT OF LAND SITUATED IN THE JOHN M. HOOPER SURVEY, A-375 IN HARRIS COUNTY, TEXAS, SAID 40.1148 ACRE TRACT BEING THAT SAME TRACT OF LAND AS DESCRIBED IN A DEED FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. F41707.2 (13810 WINDY MEADOW RD HCAD 04304100000055))

* * * * *

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
FEBRUARY 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 1ST DAY OF MARCH
2021.

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

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

Exhibit “A” – Page 1

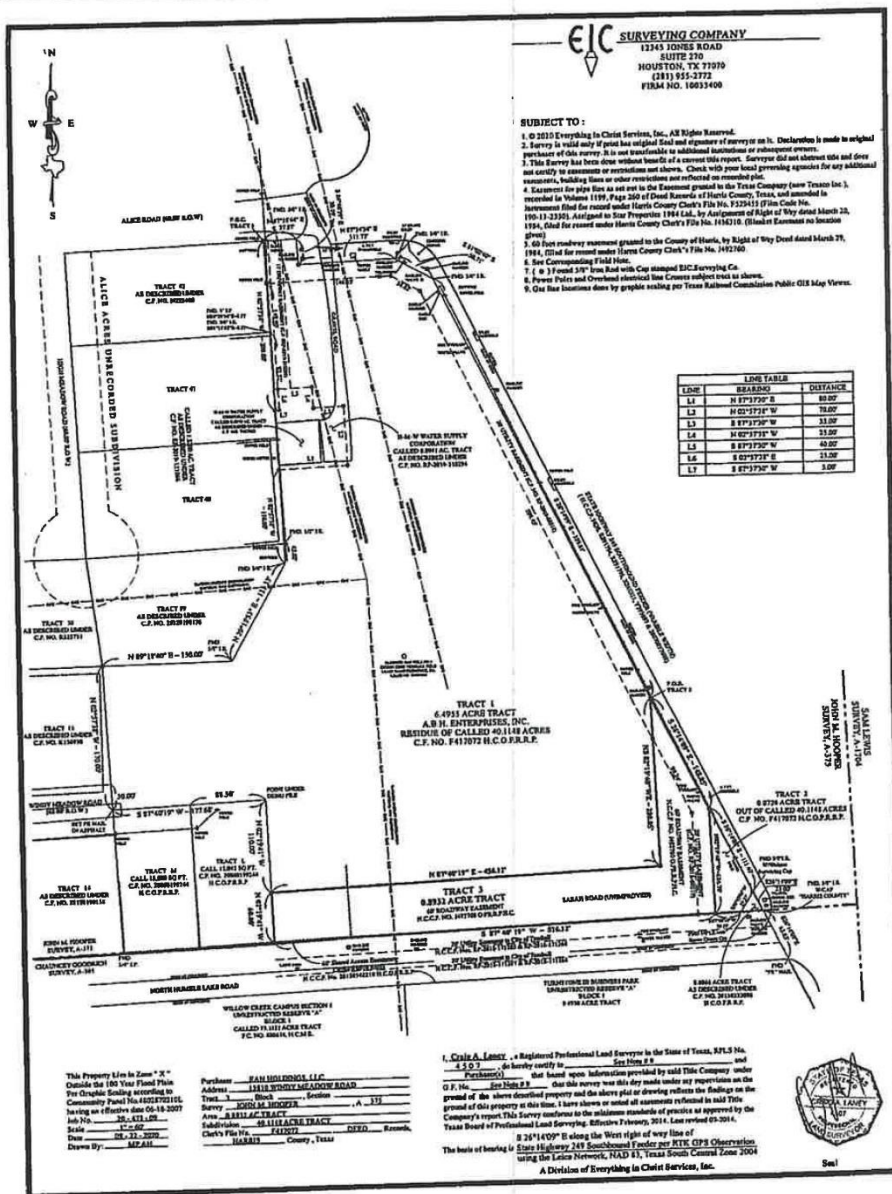


Exhibit "A" – Page 2

EIC SURVEYING COMPANY

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

Tract 1

All that certain tract or parcel containing 6.4955 acres of land known as Tract 1 out of that certain call 40.1148 acre tract of land situated in the John M. Hooper Survey, A-375 in Harris County, Texas, said 40.1148 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. F417072, said Tract 1 being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with EIC cap (set) in the South right-of-way line of Alice Road, (60.00 feet in width), and the North line of said 40.1148 acre tract of land marking the Northeast corner of Tract 42 in Alice Acres, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. N225400 and the Northerly-Northwest corner and POINT OF BEGINNING of the herein described Tract 1;

THENCE N 87°38'44" E, a distance of 37.97 feet along the South right-of-way line of said Alice Road and the North line of said 40.1148 acre tract of land to a 5/8" iron rod (found) marking the intersection of the South right-of-way line of said Alice Road with the Southwest right-of-way line of State Highway 249 Southbound Feeder, (variable width), as described in instruments filed for record under Harris County Clerk's File No's R891794, R891795, X285321, Y393097 and 20070057608, same point marking an interior corner of the herein described Tract 1;

THENCE S 04°46'39" E, a distance of 30.09 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Tract 1;

THENCE N 87°34'54" E, a distance of 111.73 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) at the Westerly end of a cut-back corner in the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Northerly-Northeast corner of the herein described Tract 1;

THENCE S 61°02'40" E, a distance of 50.71 feet along said cut-back corner to a 3/4" iron rod (found) in the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Easterly-Northeast corner of the herein described Tract 1;

THENCE S 26°14'09" E, a distance of 559.61 feet along the Southwest right-of-way line of said State Highway 249 Southbound Feeder to a 5/8" iron rod with EIC cap (set) marking the intersection of the West right-of-way line of Sarah Road, (60.00 feet in width, unimproved), as described in an instrument filed for record under Harris County Clerk's File No. J492760 with the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking an interior corner of the herein described Tract 1;

THENCE S 02°19'40" E, a distance of 200.05 feet along the West right-of-way line of said Sarah Road to a 5/8" iron rod with EIC cap (set) marking an point where said Sarah Road turns Westerly, same point marking the Southeast corner of the herein described Tract 1;

THENCE S 87°40'19" W, a distance of 456.12 feet along the North right-of-way line of said Sarah Road to a 5/8" iron rod with EIC cap (set) in the East line of Tract L, a call 15,045 square foot tract of land as described in a deed filed for record under Harris County Clerk's File No. 20060199244 marking the Southerly-Southwest corner of the herein described Tract 1;

THENCE N 02°19'41" W, a distance of 110.00 feet along the East line of said Tract L to a point for corner under a debris pile marking the Northeast corner of said Tract 1 and an interior corner of the herein described Tract 1;

THENCE S 87°40'19" W, along the North line of said Tract L, passing at 88.50 feet the Northwest corner of said Tract L and the Northeast corner of Tract M, a call 15,000 square foot tract of land as described in a deed filed for record under Harris County Clerk's File No. 20060199244, a total distance of 177.68 feet to a p.k. nail in asphalt (set) in the centerline of the East end of Windy Meadow Road, (60.00 feet in width), same point marking the Northeast corner of Tract 14 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. 20120190138, the Southeast corner of Tract 15 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. K156930 and the Westerly-Southwest corner of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 15, passing at 30.00 feet the North right-of-way line of said Windy meadow Road, a total distance of 170.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner of said Tract 15, the Southeast corner of Tract 38 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. R323731, the Southwest corner of Tract 39 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. 20120190136 and the Westerly-Northwest corner of the herein described Tract 1;

THENCE N 89°11'40" E, a distance of 150.00 feet along the South line of said Tract 39 to a 5/8" iron rod (found) for angle point marking the Southeast corner of said Tract 39 and an interior corner of the herein described Tract 1;

Page 1 of 2

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

Exhibit "A" – Page 3

EIC SURVEYING COMPANY
12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com
Firm No. 100334-00

THENCE N 29°15'53" E, a distance of 131.33 feet along the Easterly line of said Tract 39 to a ¾" iron rod (found) for angle point marking an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 39, passing at 45.02 feet a ½" iron rod (found) marking the Northeast corner of said Tract 39 and the Southeast corner of Tract 40 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. RP-2019-121066, a total distance of 110.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of that certain call 0.0941 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. RP-2019-518294 and an interior corner of the herein described Tract 1;

THENCE N 87°37'30" E, a distance of 80.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Easterly-Northeast corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 35.00 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, a distance of 25.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northerly-Northeast corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 40.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northerly-Northwest corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 02°57'38" E, a distance of 25.00 feet to a 5/8" iron rod with EIC cap (set) marking the interior corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 5.00 feet to a 5/8" iron rod with EIC cap (set) in the East line of Tract 41 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. RP-2019-121066 marking the Westerly-Northwest corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 41, passing at 92.52 feet the Northeast corner of said Tract 41 and the Southeast corner of said Tract 42, from this point a 1" iron pipe (found) bears N 68°39'16" E, 0.51 feet, also from this point a 5/8" iron rod (found) bears N 61°13'42" E, 0.21 feet, a total distance of 200.00 feet to the POINT OF BEGINNING and containing 6.4955 acres of land.

Surveyed on the ground February 20, 2020.

Job No. 20-67-02. (See corresponding plat)

The basis of bearing is S 26°14'09" E along the Southwest right-of-way line of State Highway 249 South Bound Feeder per RTK GPS Observation using the Leica Network, NAD 83, Texas South Central Zone 2004



Page 2 of 2

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

Exhibit "A" – Page 4



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

Firm No. 100334-00

Tract 2

All that certain tract or parcel containing 0.0726 acres of land known as Tract 2 out of that certain call 40.1148 acre tract of land situated in the John M. Hooper Survey, A-375 in Harris County, Texas, said 40.1148 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. F417072, said Tract 2 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with EIC cap (set) in the South right-of-way line of Alice Road, (60.00 feet in width), and the North line of said 40.1148 acre tract of land marking the Northeast corner of Tract 42 in Alice Acres, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. N225400;

THENCE N 87°38'44" E, a distance of 37.97 feet along the South right-of-way line of said Alice Road and the North line of said 40.1148 acre tract of land to a 5/8" iron rod (found) marking the intersection of the South right-of-way line of said Alice Road with the Southwest right-of-way line of State Highway 249 Southbound Feeder, (variable width), as described in instruments filed for record under Harris County Clerk's File No's R891794, R891795, X285321, Y393097 and 20070057608;

THENCE S 04°46'39" E, a distance of 30.09 feet along said Alice Road to a 5/8" iron rod with EIC cap (set);

THENCE N 87°34'54" E, a distance of 111.73 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) at the Westerly end of a cut-back corner in the Southwest right-of-way line of said State Highway 249 Southbound Feeder;

THENCE S 61°02'40" E, a distance of 50.71 feet along said cut-back corner to a 3/4" iron rod (found) in the Southwest right-of-way line of said State Highway 249 Southbound Feeder;

THENCE S 26°14'09" E, along the Southwest right-of-way line of said State Highway 249 Southbound Feeder, passing at 559.61 feet a 5/8" iron rod with EIC cap (set) marking the intersection of the West right-of-way line of Sarah Road, (60.00 feet in width, unimproved), as described in an instrument filed for record under Harris County Clerk's File No. J492760 with the Southwest right-of-way line of said State Highway 249 Southbound Feeder, a total distance of 707.66 feet to a 5/8" iron rod with EIC cap (set) marking the intersection of the East right-of-way line of Sarah Road with the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Northerly corner and POINT OF BEGINNING of the herein described Tract 2;

THENCE continuing S 26°14'09" E, a distance of 111.40 feet along the Southwest right-of-way line of said State Highway 249 Southbound Feeder to a 5/8" iron rod with Weisser Surveying cap (found) marking the Northerly corner of that certain call 0.0066 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. 20150332006 and the Easterly-Southeast corner of the herein described Tract 2;

THENCE S 30°43'05" W, a distance of 27.27 feet along the Westerly line of said 0.0066 acre tract of land to a 5/8" iron rod with Harris County cap (found) in the South line of said 40.1148 acre tract of land, the South line of said John M. Hooper Survey, the North line of the Chauncey Goodrich Survey, A-305 in said Harris County, Texas, the North line of Unrestricted Reserve "A" in Block 1 of Willow Creek Campus, Section 1 a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 686614 of the Harris County Map Records and the North line of North Humble Lake Road, (60.00 feet in width), marking the Southwest corner of said 0.0066 acre tract of land and the Southerly-Southeast corner of the herein described Tract 2;

THENCE S 87°40'19" W, a distance of 30.28 feet along the South line of said John M. Hooper Survey, the South line of said 40.1148 acre tract of land, the North line of said Chauncey Goodrich Survey, the North line of said Unrestricted Reserve "A" and the North line of North Humble Lake Road to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of said Sarah Road and the Southwest corner of the herein described Tract 2;

THENCE N 02°19'40" W, a distance of 124.70 feet along the East right-of-way line of said Sarah Road to the POINT OF BEGINNING and containing 0.0726 acre of land.

Surveyed on the ground February 20, 2020.

Job No. 20-67-02. (See corresponding plat)

The basis of bearing is S 26°14'09" E along the Southwest right-of-way line of State Highway 249 South Bound Feeder per RTK GPS Observation using the Leica Network, NAD 83, Texas South Central Zone 2004

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



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: February 15, 2021

Topic:

Consideration to approve Zoning Case P20-436: Request by Paul Hicks to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately 6.5681 acres of land legally described as Tract 12 Abstract 375 J M Hooper, as Commercial District. The property is generally located at the southwest corner of SH 249 and Alice Road, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P20-436
- Adopt, on First Reading, Ordinance No. 2021-04, an Ordinance of the city of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately 6.5681 acres of land, legally described as Tract 12 Abstract 375 J M Hooper, within the city of Tomball, Harris County, Texas, as Commercial District; said property being generally located at the southwest corner of SH 249 and Alice Road; 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:

Origination: Paul Hicks

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY ESTABLISHING THE ZONING DISTRICT OF APPROXIMATELY 6.5681 ACRES OF LAND, LEGALLY DESCRIBED AS TRACT 12 ABSTRACT 375 J M HOOPER, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, AS COMMERCIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF SH 249 AND ALICE ROAD; 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, Paul Hicks has requested that approximately 6.5681 acres of land, legally described as Tract 12 Abstract 375 J M Hooper, generally located at the southwest corner of SH 249 and Alice Road, in the City of Tomball, Harris County, Texas, (the "Property"), be zoned; 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 City Council held a public hearing on the requested zoning; and

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

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 established as the Commercial 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 Commercial District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence,

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

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

FIRST READING:

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

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF MARCH 2021.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
FEBRUARY 15, 2021**



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

Zoning Case P20-436: Request by Paul Hicks to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately 6.5681 acres of land legally described as Tract 12 Abstract 375 J M Hooper, as Commercial District. The property is generally located at the southwest corner of SH 249 and Alice Road, Harris County, Texas.

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

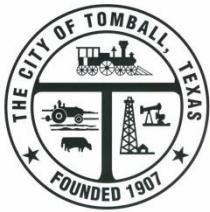
C E R T I F I C A T I O N

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

Amelia Lindley

Amelia Lindley
City Planner

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



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: P20-436

APPLICANT/OWNER: Paul Hicks

LOCATION: Generally located at the southwest corner of SH 249 and Alice Road, Harris County, Texas

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately 6.5681 acres of land legally described as Tract 12 Abstract 375 J M Hooper, as Commercial District.

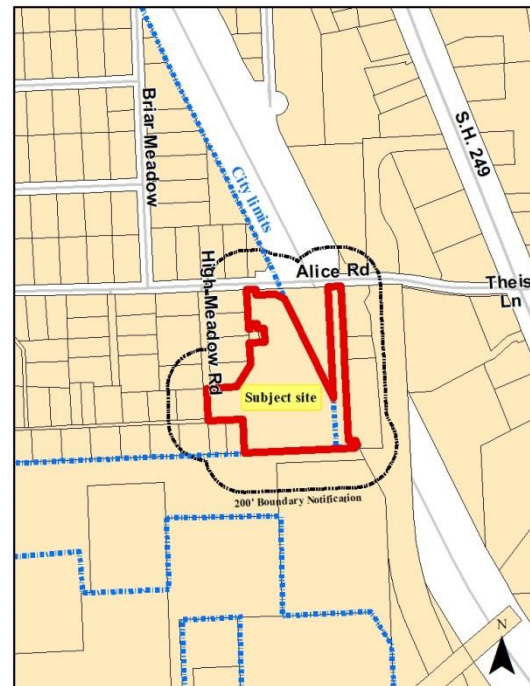
CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@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, February 15, 2021 6:00 PM

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

PAUL HICKS

(please print)

Address:

18711 Oxenbergh Manor Lane
Tomball Tx 77377

Signature:

[Handwritten Signature]

Date:

Feb. 4. 2021

X

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P20-436**. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P20-436**. (Please state reasons below)

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

Monday, February 15, 2021 6:00 PM

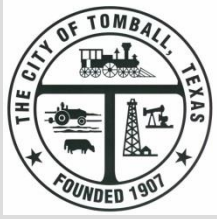
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Zoning Staff Report

City Council Public Hearing Date: February 15, 2021

Zoning Case: P20-436
Property Owner(s): ABH Enterprises Inc.
Applicant(s): Paul Hicks
Legal Description: Tract 12 Abstract 375 J M Hooper
Location: Southwest corner of SH 249 and Alice Road (Exhibit “A”)
Area: 6.5681 acres
Comp Plan Designation: Corridor Commercial (Exhibit “B”)
Present Use: Undeveloped (Exhibit “D”)
Request: Establish the Zoning District as Commercial upon annexation

Adjacent Zoning & Land Uses:

North: Outside City limits / Single-family residence
South: Commercial and Light Industrial Districts / Harris County facility and office/warehouse development
West: Outside City limits / single-family residences, metal shop
East: SH 249 / SH 249

BACKGROUND

The subject site is currently being annexed into the City limits and therefore requires the establishment of a Zoning District classification.

ANALYSIS

The applicant is requesting the property be zoned Commercial District upon annexation. Properties to the north and west are outside the City limits. Properties to the south are zoned Commercial and Light Industrial District. The Harris County facility entrance is directly to the south of the site and a new office/warehouse development is also to the south.

According to Section 50-77 of the Tomball Code of Ordinances, the Commercial Zoning District “is intended to provide a location for commercial and service-related establishments”. Additionally, “convenient access to thoroughfares and collector streets is also a primary consideration”. Based on the location of the site, the Commercial District appears to be appropriate.

The property is designated as Corridor Commercial by the Future Land Use Map. This category is “is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. The Commercial Zoning District is a compatible zoning district for the Corridor Commercial category. Properties in the area along SH 249 are also designated Corridor Commercial, Public and Institutional (for the Harris County facility), and Business Park and Industrial.

PUBLIC COMMENT

Property owners inside the City limits and within 200 feet of the project site were mailed notification of this proposal and the Notice of Public Hearing was published in the paper on January 27, 2021. Any public comment forms will be provided in the City Council packets or during the public hearing.

RECOMMENDATION

City staff recommends approval of Zoning Case P20-436.

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

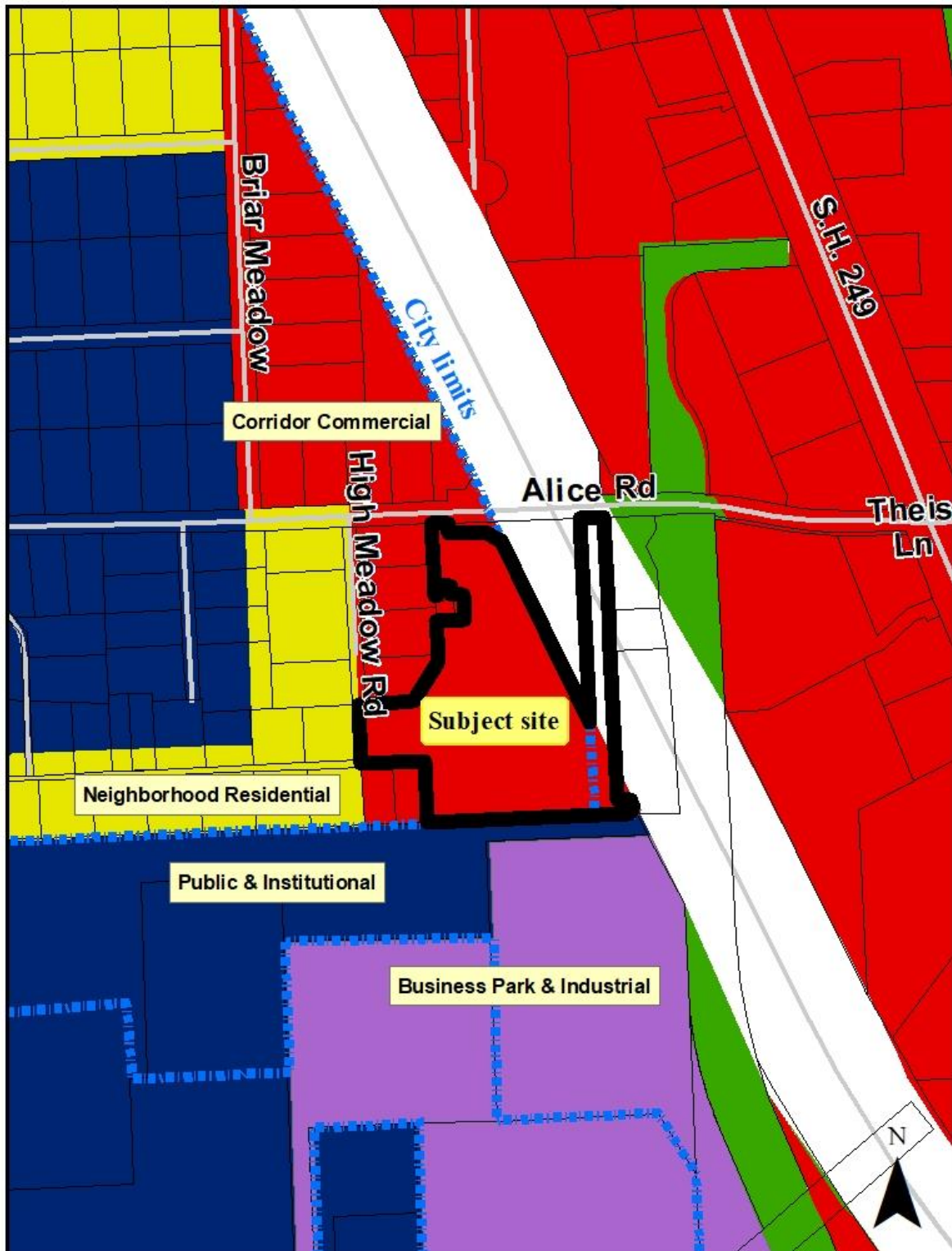
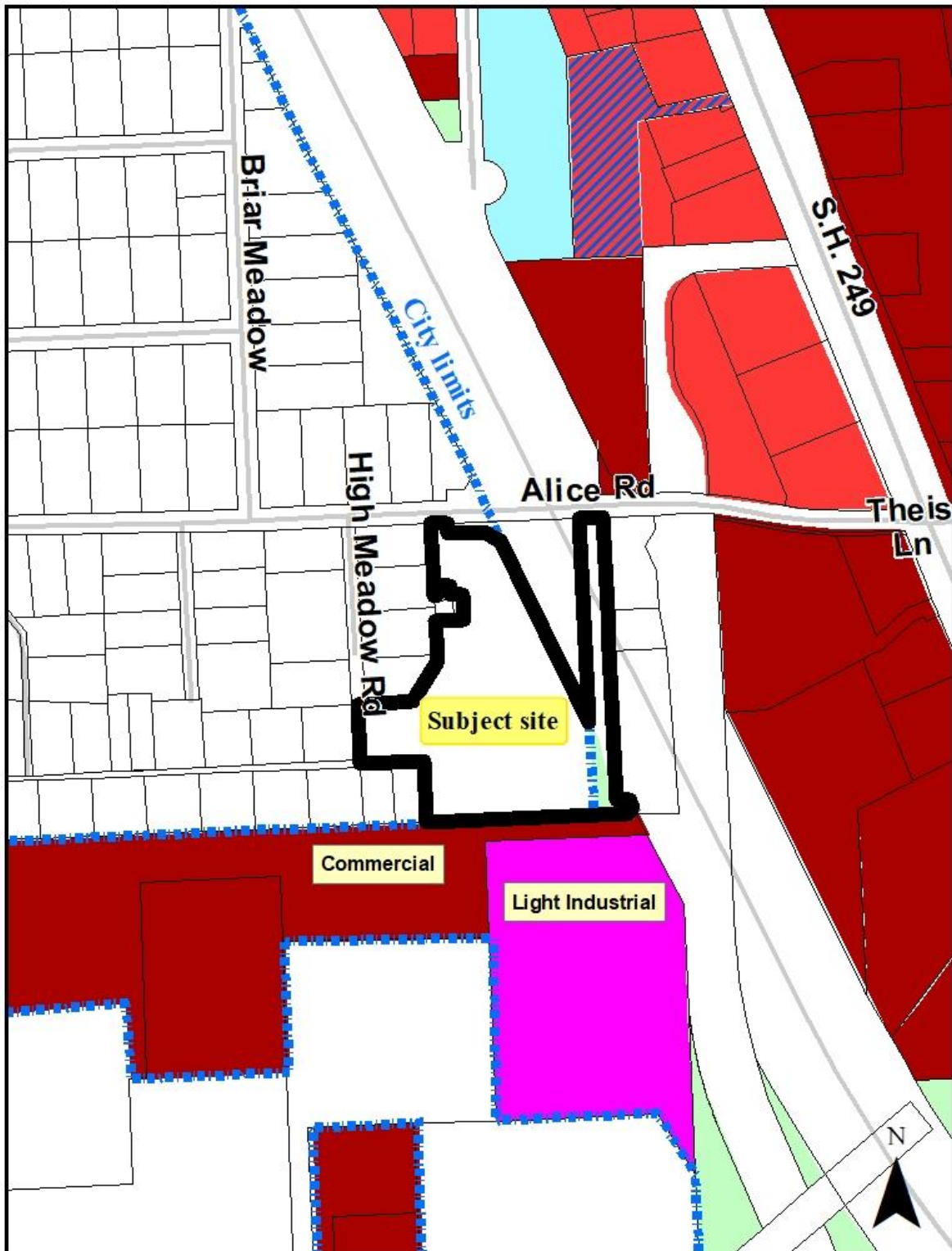


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Exhibit "E" Application



RECEIVED (KC)
12/17/2020 2:59:06 PM

Revised: 4/13/2020
P&Z 20-436
\$490.00 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: PAUL Hicks Title: Broker / Owner
Mailing Address: 18711 oxenberg Manor City: Emball State: TX
Zip: 77377 Contact: 713-805-3665 Paul Hicks
Phone: (713) 805-3665 Email: paul@hickspropertiesonline.com

Owner

Name: ABH Enterprises Inc. Title: _____
Mailing Address: 27003 St Highway 55 City: Uvalde State: TX
Zip: 78801 Contact: Paul Hicks
Phone: (713) 805-3665 Email: paul@hickspropertiesonline.com

Engineer/Surveyor (if applicable)

Name: EIC Surveying Co. Title: _____
Mailing Address: 12345 Jones Rd. City: Houston State: TX
Zip: 77070 Contact: Emil Haddad
Phone: (281) 955-2772 Fax: (____) Email: eic@eicsurveying.com

Description of Proposed Project: Commercial / Retail

Physical Location of Property: S.W. Corner of 249 & Alice Rd.
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 12 Abst 375 J M Hooper
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: _____

Current Use of Property: Vacant

Proposed Zoning District: Commercial / Industrial

Proposed Use of Property: Commercial Retail

HCAD Identification Number: 4369100000 55 Acreage: 8.31

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.

<u>X</u>		<u>12/17/2020</u>
	Signature of Applicant	Date
<u>X</u>		<u>12/17/2020</u>
	Signature of Owner	Date

CERTIFICATE OF CORPORATE RESOLUTIONS

STATE OF TEXAS

COUNTY OF REAL

I, Barbara Hicks, Secretary of A.B.H. Enterprises, Inc., a Texas Corporation, **DO HEREBY CERTIFY** that I am the keeper of the records of the minutes of the proceedings of the Board of Directors of said corporation, and that the following is a true and correct copy of a resolution of the Board of Directors of said corporation duly adopted by a unanimous vote at a meeting of said Board of Directors on the 31 day of January at 10:00 o'clock am duly and legally held at by phone County, Texas at which meeting all of the Directors were present and voting:

"BE IT RESOLVED: Paul Hicks will be authorized to sign earnest money contract or any other legal documents on Harris County property with permission of officers of the corporation. Upon sale, Nueces Canyon Real Estate will be paid six (6%) commission to be split with other brokers as is necessary.

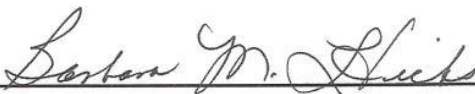
"BE IT FURTHER RESOLVED:

"BE IT FURTHER RESOLVED: that Barbara Hicks, attorney-in-fact-on behalf of the Corporation, be, and she is hereby authorized and empowered to

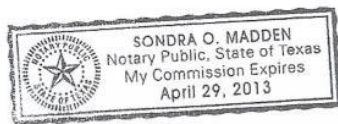
execute such other and further instruments, documents and other writings required to consummate the above transaction; and

"BE IT FURTHER RESOLVED: that all of the acts above authorized which have been performed by Barbara Hicks, attorney-in-fact-on behalf of the Corporation are hereby in all respects ratified, confirmed and approved as the acts of this Corporation.

I DO FURTHER CERTIFY: that the foregoing resolution have not been altered, amended, revoked or rescinded, and now remain in full force and effect, and **DO FURTHER CERTIFY** that Barbara Hicks is the duly elected Secretary of said corporation.


Secretary

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Barbara Hicks, on this 31 day of January, 2012.







HICKS & ASSOCIATES
PROPERTIES, PLLC

Date: December 17, 2020

Re: 13810 Windy Meadow Road

To whom it may concern. Enclosed is a request to rezone the aforementioned property to commercial/industrial. A B H Enterprises and John and Barbara Hicks, owners, are in the process of marketing this property for sale. A portion of the property (2 acres on the southeast corner) is under contract to be sold to Enterprise Rent-a-car. We hope to sell the remainder to a retail or hotel buyer in the next 18 months. As a result we'd like to rezone the property in conjunction with our application to annex same into the City of Tomball.

Your kind consideration in this matter is greatly appreciated.

Best regards,

Paul Hicks

Hicks and Associates Properties, PLLC

EIC SURVEYING COMPANY

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

Firm No. 100334-00

Tract 2

All that certain tract or parcel containing 0.0726 acres of land known as Tract 2 out of that certain call 40.1148 acre tract of land situated in the John M. Hooper Survey, A-375 in Harris County, Texas, said 40.1148 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. F417072, said Tract 2 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with EIC cap (set) in the South right-of-way line of Alice Road, (60.00 feet in width), and the North line of said 40.1148 acre tract of land marking the Northeast corner of Tract 42 in Alice Acres, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. N225400;

THENCE N 87°38'44" E, a distance of 37.97 feet along the South right-of-way line of said Alice Road and the North line of said 40.1148 acre tract of land to a 5/8" iron rod (found) marking the intersection of the South right-of-way line of said Alice Road with the Southwest right-of-way line of State Highway 249 Southbound Feeder, (variable width), as described in instruments filed for record under Harris County Clerk's File No's R891794, R891795, X285321, Y393097 and 20070057608;

THENCE S 04°46'39" E, a distance of 30.09 feet along said Alice Road to a 5/8" iron rod with EIC cap (set);

THENCE N 87°34'54" E, a distance of 111.73 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) at the Westerly end of a cut-back corner in the Southwest right-of-way line of said State Highway 249 Southbound Feeder;

THENCE S 61°02'40" E, a distance of 50.71 feet along said cut-back corner to a 3/4" iron rod (found) in the Southwest right-of-way line of said State Highway 249 Southbound Feeder;

THENCE S 26°14'09" E, along the Southwest right-of-way line of said State Highway 249 Southbound Feeder, passing at 559.61 feet a 5/8" iron rod with EIC cap (set) marking the intersection of the West right-of-way line of Sarah Road, (60.00 feet in width, unimproved), as described in an instrument filed for record under Harris County Clerk's File No. J492760 with the Southwest right-of-way line of said State Highway 249 Southbound Feeder, a total distance of 707.66 feet to a 5/8" iron rod with EIC cap (set) marking the intersection of the East right-of-way line of Sarah Road with the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Northerly corner and POINT OF BEGINNING of the herein described Tract 2;

THENCE continuing S 26°14'09" E, a distance of 111.40 feet along the Southwest right-of-way line of said State Highway 249 Southbound Feeder to a 5/8" iron rod with Weisser Surveying cap (found) marking the Northerly corner of that certain call 0.0066 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. 20150332006 and the Easterly-Southeast corner of the herein described Tract 2;

THENCE S 30°43'05" W, a distance of 27.27 feet along the Westerly line of said 0.0066 acre tract of land to a 5/8" iron rod with Harris County cap (found) in the South line of said 40.1148 acre tract of land, the South line of said John M. Hooper Survey, the North line of the Chauncey Goodrich Survey, A-305 in said Harris County, Texas, the North line of Unrestricted Reserve "A" in Block 1 of Willow Creek Campus, Section 1 a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 686614 of the Harris County Map Records and the North line of North Humble Lake Road, (60.00 feet in width), marking the Southwest corner of said 0.0066 acre tract of land and the Southerly-Southeast corner of the herein described Tract 2;

THENCE S 87°40'19" W, a distance of 30.28 feet along the South line of said John M. Hooper Survey, the South line of said 40.1148 acre tract of land, the North line of said Chauncey Goodrich Survey, the North line of said Unrestricted Reserve "A" and the North line of North Humble Lake Road to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of said Sarah Road and the Southwest corner of the herein described Tract 2;

THENCE N 02°19'40" W, a distance of 124.70 feet along the East right-of-way line of said Sarah Road to the POINT OF BEGINNING and containing 0.0726 acre of land.

Surveyed on the ground February 20, 2020.

Job No. 20-67-02. (See corresponding plat)

The basis of bearing is S 26°14'09" E along the Southwest right-of-way line of State Highway 249 South Bound Feeder per RTK GPS Observation using the Leica Network, NAD 83, Texas South Central Zone 2004

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



EIC SURVEYING COMPANY

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

Firm No. 100334-00

Tract 1

All that certain tract or parcel containing 6.4955 acres of land known as Tract 1 out of that certain call 40.1148 acre tract of land situated in the John M. Hooper Survey, A-375 in Harris County, Texas, said 40.1148 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. F417072, said Tract 1 being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with EIC cap (set) in the South right-of-way line of Alice Road, (60.00 feet in width), and the North line of said 40.1148 acre tract of land marking the Northeast corner of Tract 42 in Alice Acres, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. N225400 and the Northerly-Northwest corner and POINT OF BEGINNING of the herein described Tract 1;

THENCE N 87°38'44" E, a distance of 37.97 feet along the South right-of-way line of said Alice Road and the North line of said 40.1148 acre tract of land to a 5/8" iron rod (found) marking the intersection of the South right-of-way line of said Alice Road with the Southwest right-of-way line of State Highway 249 Southbound Feeder, (variable width), as described in instruments filed for record under Harris County Clerk's File No's R891794, R891795, X285321, Y393097 and 20070057608, same point marking an interior corner of the herein described Tract 1;

THENCE S 04°46'39" E, a distance of 30.09 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Tract 1;

THENCE N 87°34'54" E, a distance of 111.73 feet along said Alice Road to a 5/8" iron rod with EIC cap (set) at the Westerly end of a cut-back corner in the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Northerly-Northeast corner of the herein described Tract 1;

THENCE S 61°02'40" E, a distance of 50.71 feet along said cut-back corner to a 3/4" iron rod (found) in the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking the Easterly-Northeast corner of the herein described Tract 1;

THENCE S 26°14'09" E, a distance of 559.61 feet along the Southwest right-of-way line of said State Highway 249 Southbound Feeder to a 5/8" iron rod with EIC cap (set) marking the intersection of the West right-of-way line of Sarah Road, (60.00 feet in width, unimproved), as described in an instrument filed for record under Harris County Clerk's File No. J492760 with the Southwest right-of-way line of said State Highway 249 Southbound Feeder marking an interior corner of the herein described Tract 1;

THENCE S 02°19'40" E, a distance of 200.05 feet along the West right-of-way line of said Sarah Road to a 5/8" iron rod with EIC cap (set) marking an point where said Sarah Road turns Westerly, same point marking the Southeast corner of the herein described Tract 1;

THENCE S 87°40'19" W, a distance of 456.12 feet along the North right-of-way line of said Sarah Road to a 5/8" iron rod with EIC cap (set) in the East line of Tract L, a call 15,045 square foot tract of land as described in a deed filed for record under Harris County Clerk's File No. 20060199244 marking the Southerly-Southwest corner of the herein described Tract 1;

THENCE N 02°19'41" W, a distance of 110.00 feet along the East line of said Tract L to a point for corner under a debris pile marking the Northeast corner of said Tract 1 and an interior corner of the herein described Tract 1;

THENCE S 87°40'19" W, along the North line of said Tract L, passing at 88.50 feet the Northwest corner of said Tract L and the Northeast corner of Tract M, a call 15,000 square foot tract of land as described in a deed filed for record under Harris County Clerk's File No. 20060199244, a total distance of 177.68 feet to a p.k. nail in asphalt (set) in the centerline of the East end of Windy Meadow Road, (60.00 feet in width), same point marking the Northeast corner of Tract 14 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. 20120190138, the Southeast corner of Tract 15 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. K156930 and the Westerly-Southwest corner of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 15, passing at 30.00 feet the North right-of-way line of said Windy meadow Road, a total distance of 170.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner of said Tract 15, the Southeast corner of Tract 38 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. R323731, the Southwest corner of Tract 39 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. 20120190136 and the Westerly-Northwest corner of the herein described Tract 1;

THENCE N 89°11'40" E, a distance of 150.00 feet along the South line of said Tract 39 to a 5/8" iron rod (found) for angle point marking the Southeast corner of said Tract 39 and an interior corner of the herein described Tract 1;

Page 1 of 2

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

THENCE N 29°15'53" E, a distance of 131.33 feet along the Easterly line of said Tract 39 to a ¾" iron rod (found) for angle point marking an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 39, passing at 45.02 feet a ½" iron rod (found) marking the Northeast corner of said Tract 39 and the Southeast corner of Tract 40 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. RP-2019-121066, a total distance of 110.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of that certain call 0.0941 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. RP-2019-518294 and an interior corner of the herein described Tract 1;

THENCE N 87°37'30" E, a distance of 80.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Easterly-Northeast corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 35.00 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, a distance of 25.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northerly-Northeast corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 40.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northerly-Northwest corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 02°57'38" E, a distance of 25.00 feet to a 5/8" iron rod with EIC cap (set) marking the interior corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE S 87°37'30" W, a distance of 5.00 feet to a 5/8" iron rod with EIC cap (set) in the East line of Tract 41 in said Alice Acres as described in a deed filed for record under Harris County Clerk's File No. RP-2019-121066 marking the Westerly-Northwest corner of said 0.0941 acre tract of land and an interior corner of the herein described Tract 1;

THENCE N 02°57'38" W, along the East line of said Tract 41, passing at 92.52 feet the Northeast corner of said Tract 41 and the Southeast corner of said Tract 42, from this point a 1" iron pipe (found) bears N 68°39'16" E, 0.51 feet, also from this point a 5/8" iron rod (found) bears N 61°13'42" E, 0.21 feet, a total distance of 200.00 feet to the POINT OF BEGINNING and containing 6.4955 acres of land.

Surveyed on the ground February 20, 2020.

Job No. 20-67-02. (See corresponding plat)

The basis of bearing is S 26°14'09" E along the Southwest right-of-way line of State Highway 249 South Bound Feeder per RTK GPS Observation using the Leica Network, NAD 83, Texas South Central Zone 2004



Page 2 of 2

Land Boundary / Topographic Surveying
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City Council Meeting Agenda Item Data Sheet

Meeting Date: February 15, 2021

Topic:

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Kinsley Armelle to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters to be located at 21255 Spell Circle, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$45,000.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a “Project.” At its meeting on January 12, 2021, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Kinsley Armelle for the creation or retention of primary jobs associated with the company’s relocation. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination: Steven Habel, Founder, Kinsley Armelle

Recommendation:

Approval of the Performance Agreement with Kinsley Armelle

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Kelly Violette</u>	Approved by	<u></u>
	Executive Director-TEDC Date		City Manager Date



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: February 15, 2021

SUBJECT: Kinsley Armelle

ITEM TYPE: Action

Kinsley Armelle is a family-owned e-commerce custom jewelry manufacturer that was founded in 2016. Kinsley Armelle's corporate headquarters is currently located at 20008 Champion Forest Dr., Ste 602 in Spring, Texas.

Per the attached request letter, Steven Habel, Founder and Managing Member of Kinsley Armelle, the company proposes to relocate its corporate headquarters to an approximately 25,200 square foot office/warehouse facility located at 21255 Spell Circle in the Tomball Business & Technology Park. The company proposes to lease the building and plans to expend approximately \$400,000.00 in capital improvements.

In conjunction with the relocation, Kinsley Armelle will relocate 16 employees to Tomball and anticipates adding an additional 14 new jobs over the next 2 years.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. The proposed incentive is \$45,000.00, based upon \$1,500.00 per job relocated/created.

KINSLEY ARMELLE



20008 Champion Forest Dr. Ste 602
Spring, TX 77379
(303) 961-4660
steven@kinsleyarmelle.com

January 05, 2021

Dear TEDC Board of Directors,

Our company, Kinsley Armelle, is relocating its Headquarters from Spring, TX to 21255 Spell Cir, Tomball, TX. We will be bringing 16 full time employees and intend to hire an additional 14 employees within the next two years. We will be investing \$400,000 in capital to streamline our operations in the new facility. Please accept this letter as our formal request for grant support.

So, let me tell you about us:

Kinsley Armelle is a family-owned and operated Jewelry Brand that was founded in 2016 by husband and wife team Crystal and Steven Habel. What started as a small Etsy shop with Crystal designing and hand-making each piece, Kinsley Armelle has grown in 5 years to a global brand with over 200,000 customers. We originally started the business in the spare bedroom of our home in Tomball, TX; so, in many ways Kinsley Armelle is coming back home!

Our success lies in our continual desire to source high quality materials and sell them at an affordable price point. Semi-precious stones, Stainless steel, and 18k Gold Ion Plated jewelry lends itself to notorious markups and an inconsistent marketplace. We have filled a niche that allows our customers to have faith purchasing “everyday” jewelry that will last, and they don’t have to wait for special occasions to make a purchase. Kinsley Armelle jewelry designs won’t tarnish, fade, or discolor with time. Many of our collectors rave their pieces are the same quality as they were years ago when they first purchased.

KINSLEY ARMELLE



Our amazing team consists of Content Marketing Specialists, Customer Service Representatives, Javascript Developers, Graphic Designers, Specialty Account Managers, Order Fulfillment Specialists, and more. We all wear a variety of hats being a “start up” company and we’re constantly adopting new technologies to stay ahead of the curve.

We have recently moved into bulk mail marketing, which consists of sending over 1 Million Catalogs per year to our active customers. We’re utilizing QR Codes and other incredible technology to pair customers with new products they’re actually interested in, using statistics. Many exciting changes are happening in the world with technology, and we want to continue to forge ahead and use those changes to capitalize on and grow Kinsley Armelle.

When we discovered Tomball, TX in 2014, shortly after graduating from Texas A&M University, Crystal and I truly felt it was where we belonged; it was home. Small-town hospitality, farmers markets, and the “Shop Small” vibes provide something special. As the big city Houston moves further out and closer to these hidden gems like Tomball, it’s important to not lose these special traits. This is how we like to think of Kinsley Armelle too. Even though we continue to grow bigger, we will not forget about our roots.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'S. Habel', with stylized, overlapping loops and a long horizontal stroke at the end.

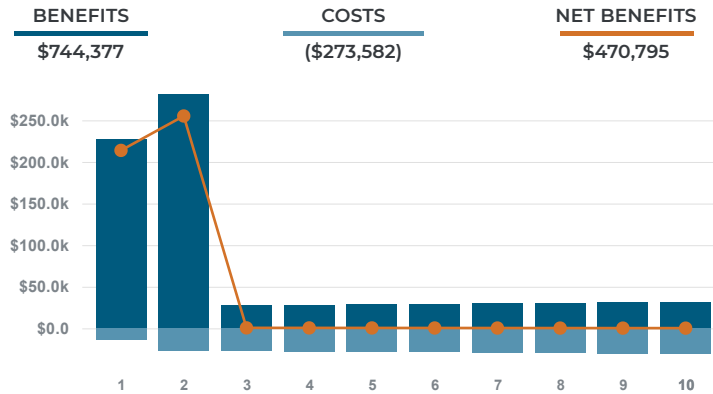
Steven Habel

Founder, Managing Member

IMPACT REPORT
KINSLEY ARMELLE
TEDC Impact Analysis

Recruitment

City of Tomball



NET BENEFITS **\$470,795**
Present Value \$436,445

BENEFITS	
Sales Taxes	\$464,143
Real Property Taxes	\$9,143
FF&E Property Taxes	\$2,834
Inventory Property Taxes	\$3,449
New Residential Property Taxes	\$1,638
Hotel Occupancy Taxes	\$177
Building Permits and Fees	\$0
Utility Revenue	\$189,427
Utility Franchise Fees	\$17,942
Miscellaneous Taxes and User Fees	\$55,624
Benefits Subtotal	\$744,377

COSTS	
Cost of Government Services	(\$73,237)
Cost of Utility Services	(\$200,345)
Costs Subtotal	(\$273,582)

JOBS



47.7 Total
30.0 Direct
17.7 Spin-off

SALARIES



\$37,371 Avg
\$45,000 Direct
\$24,404 Spin-off

CAPITAL INVEST.



\$400,000
Buildings + FF&E

RESIDENTIAL DEV.



0.2 Homes
1.4 Relocations

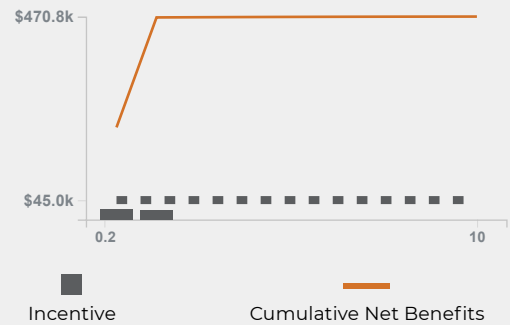
INCENTIVE ANALYSIS

\$45,000
Total Incentive

\$1,500
Per Job

104.6%
Rate of Return

0.2 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$470,795
COUNTY	\$5,356
SCHOOL DISTRICT	\$16,723
OTHER	\$32,746

TEDC Impact Analysis

Project Type: Recruitment
Prepared By: Tomball EDC

Purpose & Limitations

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

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

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

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

Introduction

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

Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	30.0	17.7	47.7
Annual Salaries/Wages at Full Ops (Yr 2)	\$1,377,000	\$439,353	\$1,816,353
Salaries/Wages over 10 Years	\$2,097,000	\$669,080	\$2,766,080
Taxable Sales/Purchases in City of Tomball	\$23,197,795	\$8,363	\$23,206,159

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.9	0.5	1.4
New residents in City of Tomball	2.3	1.4	3.7
New residential properties constructed in City of Tomball	0.1	0.1	0.2
New students to attend local school district	0.5	0.3	0.7

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

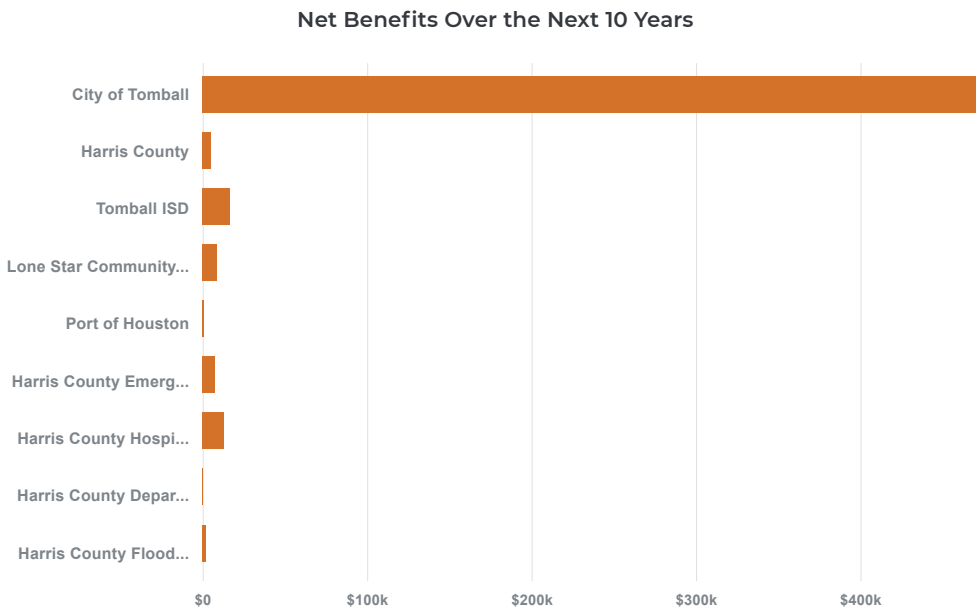
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$24,405	\$0	\$200,000	\$100,000	\$500,000	\$800,000	\$824,405
2	\$46,674	\$0	\$254,000	\$140,000	\$510,000	\$904,000	\$950,674
3	\$47,607	\$0	\$259,080	\$125,000	\$0	\$384,080	\$431,687
4	\$48,559	\$0	\$264,262	\$110,000	\$0	\$374,262	\$422,821
5	\$49,531	\$0	\$269,547	\$95,000	\$0	\$364,547	\$414,077
6	\$50,521	\$0	\$274,938	\$80,000	\$0	\$354,938	\$405,459
7	\$51,532	\$0	\$280,437	\$65,000	\$0	\$345,437	\$396,968
8	\$52,562	\$0	\$286,045	\$50,000	\$0	\$336,045	\$388,608
9	\$53,614	\$0	\$291,766	\$35,000	\$0	\$326,766	\$380,380
10	\$54,686	\$0	\$297,601	\$30,000	\$0	\$327,601	\$382,287

Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$744,377	(\$273,582)	\$470,795	\$436,445
Harris County	\$65,636	(\$60,280)	\$5,356	\$5,018
Tomball ISD	\$98,293	(\$81,569)	\$16,723	\$13,257
Lone Star Community College	\$8,525	\$0	\$8,525	\$6,712
Port of Houston	\$849	\$0	\$849	\$669
Harris County Emergency Services District 8	\$7,647	\$0	\$7,647	\$6,021
Harris County Hospital District	\$13,121	\$0	\$13,121	\$10,330
Harris County Department of Education	\$395	\$0	\$395	\$311
Harris County Flood Control	\$2,208	\$0	\$2,208	\$1,738
Total	\$941,051	(\$415,431)	\$525,620	\$480,499

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



Public Support Overview

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

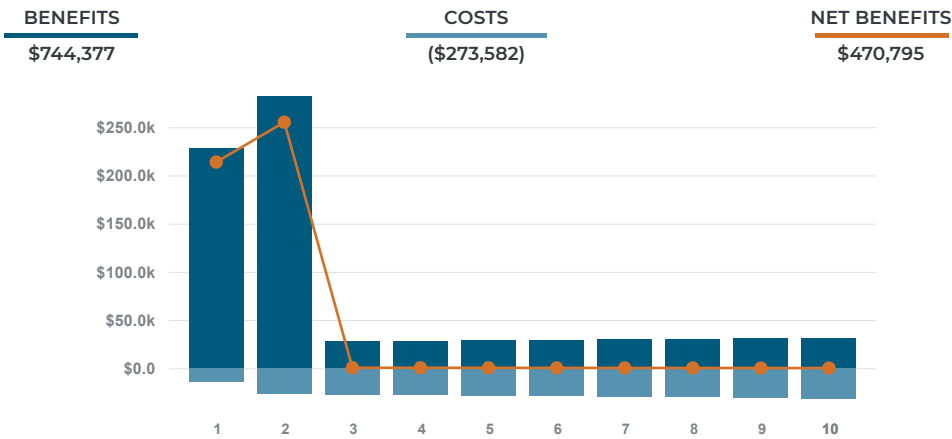
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$45,000	\$45,000
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$45,000	\$45,000

City of Tomball Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$463,451	\$692	\$464,143
Real Property Taxes	\$9,143	\$0	\$9,143
FF&E Property Taxes	\$2,834	\$0	\$2,834
Inventory Property Taxes	\$3,449	\$0	\$3,449
New Residential Property Taxes	\$0	\$1,638	\$1,638
Hotel Occupancy Taxes	\$177	\$0	\$177
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$169,196	\$20,231	\$189,427
Utility Franchise Fees	\$16,039	\$1,903	\$17,942
Miscellaneous Taxes and User Fees	\$49,690	\$5,934	\$55,624
Benefits Subtotal	\$713,979	\$30,398	\$744,377
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$65,414)	(\$7,823)	(\$73,237)
Cost of Utility Services	(\$178,946)	(\$21,399)	(\$200,345)
Costs Subtotal	(\$244,360)	(\$29,222)	(\$273,582)
Net Benefits	\$469,619	\$1,176	\$470,795

Annual Fiscal Net Benefits for City of Tomball

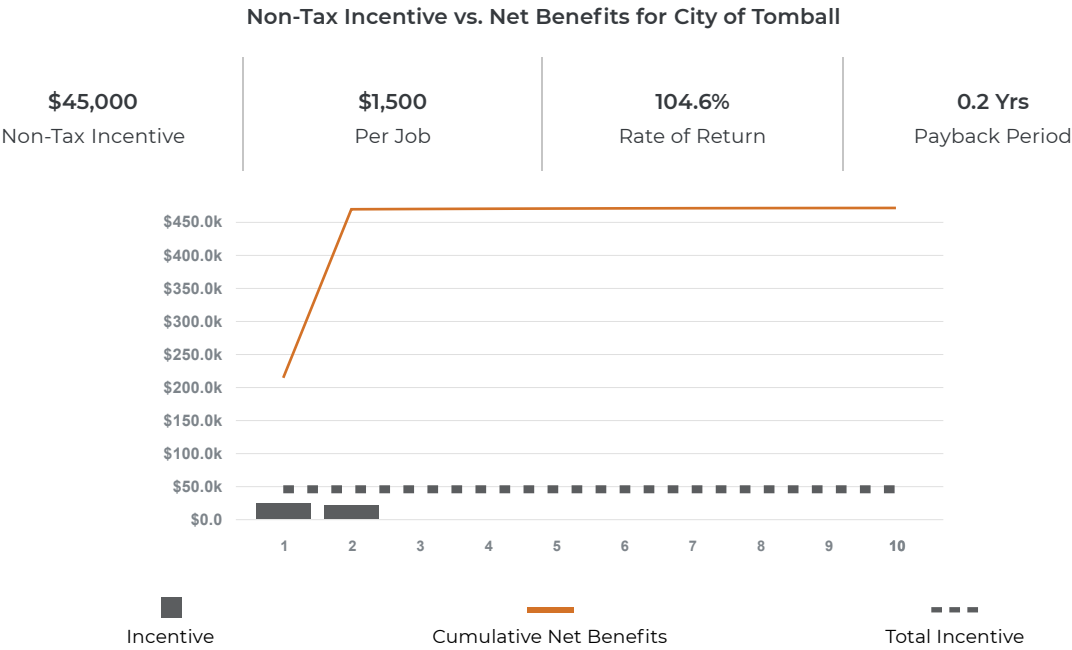


Non-Tax Incentives

City of Tomball is considering the following non-tax incentives for the Project.

NON-TAX INCENTIVES UNDER CONSIDERATION	
YEAR	NON-TAX INCENTIVE
1	\$24,000
2	\$21,000
Total	\$45,000

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



Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$10,902	\$0	\$10,902
FF&E Property Taxes	\$3,379	\$0	\$3,379
Inventory Property Taxes	\$4,112	\$0	\$4,112
New Residential Property Taxes	\$0	\$13,804	\$13,804
Hotel Occupancy Taxes	\$51	\$0	\$51
Miscellaneous Taxes and User Fees	\$14,467	\$18,922	\$33,389
Benefits Subtotal	\$32,910	\$32,726	\$65,636
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$26,103)	(\$34,177)	(\$60,280)
Costs Subtotal	(\$26,103)	(\$34,177)	(\$60,280)
Net Benefits	\$6,807	(\$1,451)	\$5,356

Annual Fiscal Net Benefits for Harris County

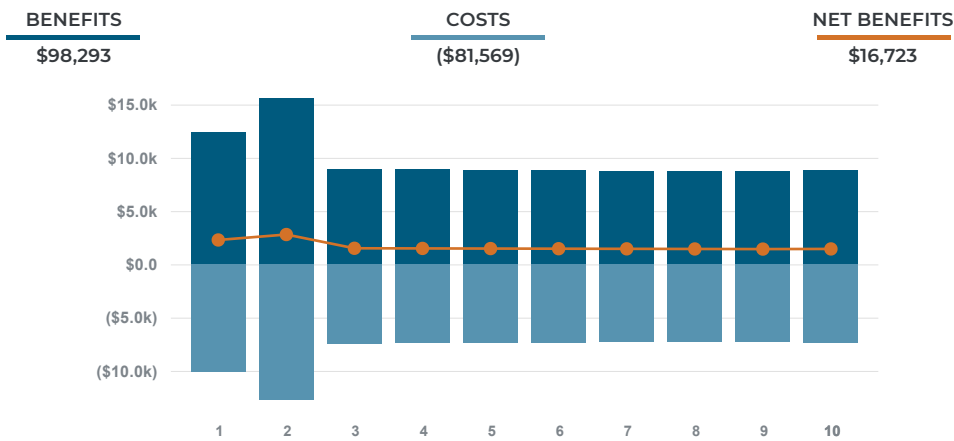


Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$34,542	\$0	\$34,542
FF&E Property Taxes	\$10,707	\$0	\$10,707
Inventory Property Taxes	\$13,029	\$0	\$13,029
New Residential Property Taxes	\$0	\$16,098	\$16,098
Addtl. State & Federal School Funding	\$0	\$23,917	\$23,917
Benefits Subtotal	\$58,278	\$40,015	\$98,293
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$21,622)	(\$21,622)
Reduction in State School Funding	(\$46,972)	(\$12,975)	(\$59,947)
Costs Subtotal	(\$46,972)	(\$34,597)	(\$81,569)
Net Benefits	\$11,306	\$5,418	\$16,723

Annual Fiscal Net Benefits for Tomball ISD

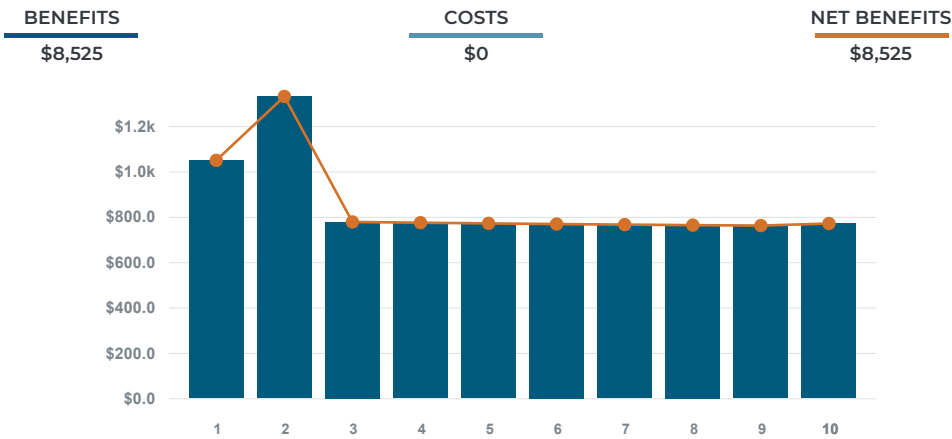


Lone Star Community College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,887	\$0	\$2,887
FF&E Property Taxes	\$895	\$0	\$895
Inventory Property Taxes	\$1,089	\$0	\$1,089
New Residential Property Taxes	\$0	\$3,655	\$3,655
Benefits Subtotal	\$4,870	\$3,655	\$8,525
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$4,870	\$3,655	\$8,525

Annual Fiscal Net Benefits for Lone Star Community College

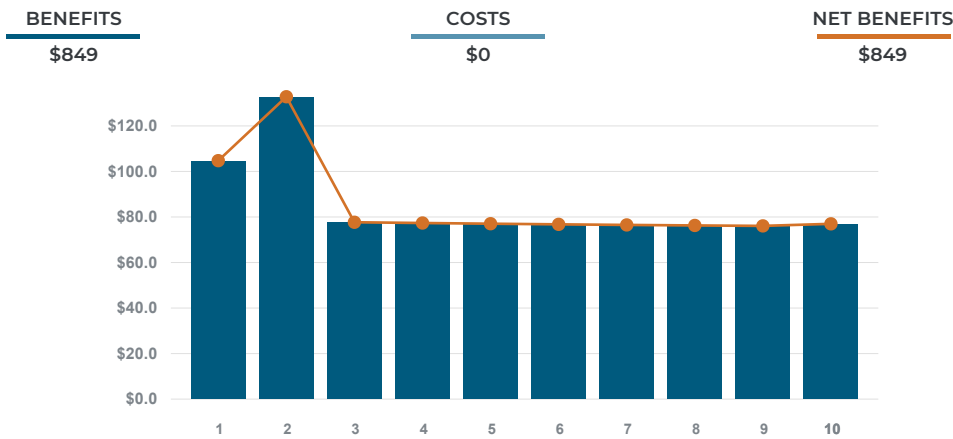


Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$288	\$0	\$288
FF&E Property Taxes	\$89	\$0	\$89
Inventory Property Taxes	\$108	\$0	\$108
New Residential Property Taxes	\$0	\$364	\$364
Benefits Subtotal	\$485	\$364	\$849
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$485	\$364	\$849

Annual Fiscal Net Benefits for Port of Houston

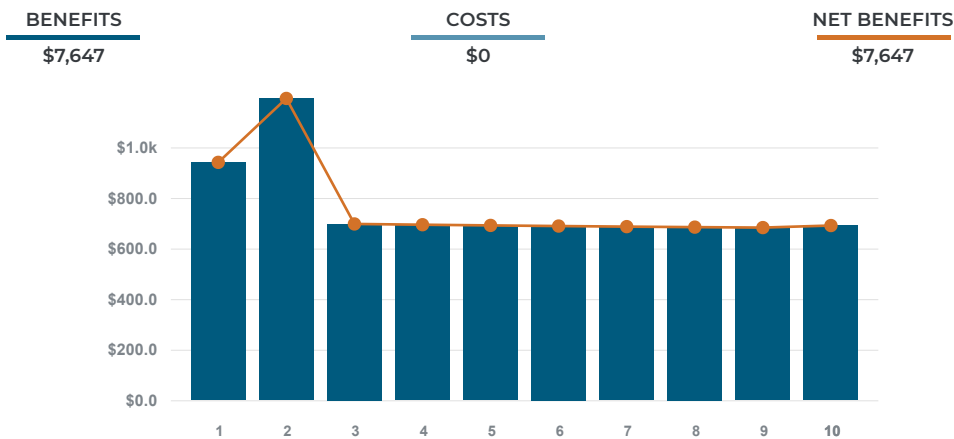


Harris County Emergency Services District 8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,589	\$0	\$2,589
FF&E Property Taxes	\$803	\$0	\$803
Inventory Property Taxes	\$977	\$0	\$977
New Residential Property Taxes	\$0	\$3,279	\$3,279
Benefits Subtotal	\$4,369	\$3,279	\$7,647
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$4,369	\$3,279	\$7,647

Annual Fiscal Net Benefits for Harris County Emergency Services District 8



Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$4,443	\$0	\$4,443
FF&E Property Taxes	\$1,377	\$0	\$1,377
Inventory Property Taxes	\$1,676	\$0	\$1,676
New Residential Property Taxes	\$0	\$5,625	\$5,625
Benefits Subtotal	\$7,495	\$5,625	\$13,121
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$7,495	\$5,625	\$13,121

Annual Fiscal Net Benefits for Harris County Hospital District

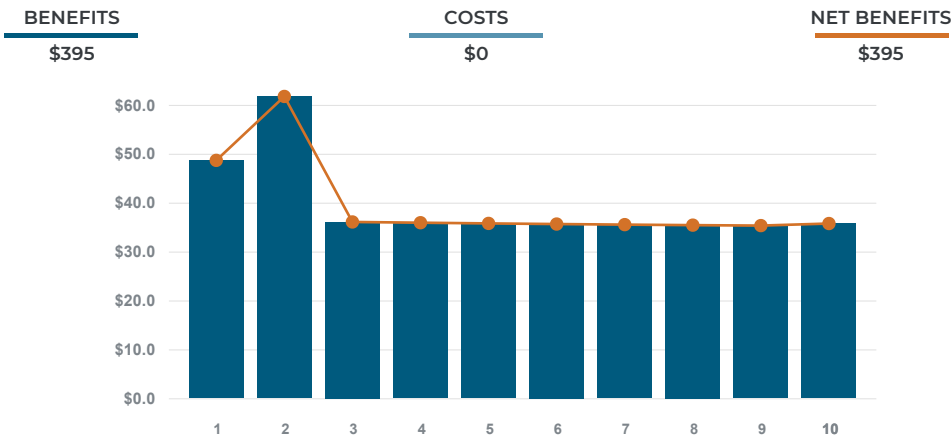


Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$134	\$0	\$134
FF&E Property Taxes	\$42	\$0	\$42
Inventory Property Taxes	\$51	\$0	\$51
New Residential Property Taxes	\$0	\$170	\$170
Benefits Subtotal	\$226	\$170	\$395
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$226	\$170	\$395

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$748	\$0	\$748
FF&E Property Taxes	\$232	\$0	\$232
Inventory Property Taxes	\$282	\$0	\$282
New Residential Property Taxes	\$0	\$947	\$947
Benefits Subtotal	\$1,261	\$947	\$2,208
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,261	\$947	\$2,208

Annual Fiscal Net Benefits for Harris County Flood Control



Overview of Methodology

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

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

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

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

551114 CORPORATE, SUBSIDIARY, AND REGIONAL MANAGING OFFICES		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.5883
Earnings Multiplier	(Type II Direct Effect)	1.3191

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

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

This approach uses relies on two assumptions:

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

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

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

This approach relies on two assumptions:

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

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

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

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

About Impact DataSource

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

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **Kinsley Armelle** (the “Company”), 20008 Champion Forest Dr., Ste 602, Spring, Texas 77379.

WITNESSETH:

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

WHEREAS, the Company proposes to lease 25,200 square-feet of existing office and warehouse space located at 21255 Spell Circle, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 20008 Champion Forest Dr., Ste 602, Spring, Texas 77379, proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to make capital investments including building improvements, fixed machinery and equipment and tangible personal property (the “Improvements”) in an amount equal to at least Four Hundred Thousand Dollars (\$400,000.00) as are necessary to occupy the Property and grow the business; and

WHEREAS, the Company also proposes to relocate sixteen (16) full-time employees to the Property and to create fourteen (14) new jobs in Tomball within its first two years of operations at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Forty-Five Thousand Dollars (\$45,000.00) to assist in the construction of the Improvements, the relocation of the sixteen (16) employees, and the creation of fourteen (14) new full-time jobs at the Property; and

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

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

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

1.

Except as provided by paragraph 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain thirty (30) full-time employees on the Property.

2.

The construction of the Improvements, relocation of the sixteen (16) employees, and creation of fourteen (14) new full-time jobs and the obtaining of all necessary occupancy permits from the City must occur within twenty-four (24) months from the Effective Date of this

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

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Forty-Five Thousand Dollars (\$45,000.00) to fund a portion of the cost of the Improvements, the relocation of the sixteen (16) employees, and the creation of fourteen (14) new employees to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City’s occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of

payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

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

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

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

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

6.

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

7.

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

8.

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

If to City:

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

If to Company: Kinsley Armelle
20008 Champion Forest Dr., Ste 602
Spring, Texas 77379
Attn: Steven Habel, Founder, Managing Member

9.

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

10.

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

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases,

clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2021 (the “Effective Date”).

Kinsley Armelle

By: _____

Name: Steven Habel

Title: Founder, Managing Member

ATTEST:

By: _____

Name: _____

Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2021, by Steven Habel, Founder, Managing Member, Kinsley Armelle, for and on behalf of said
company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2021, Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development
Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

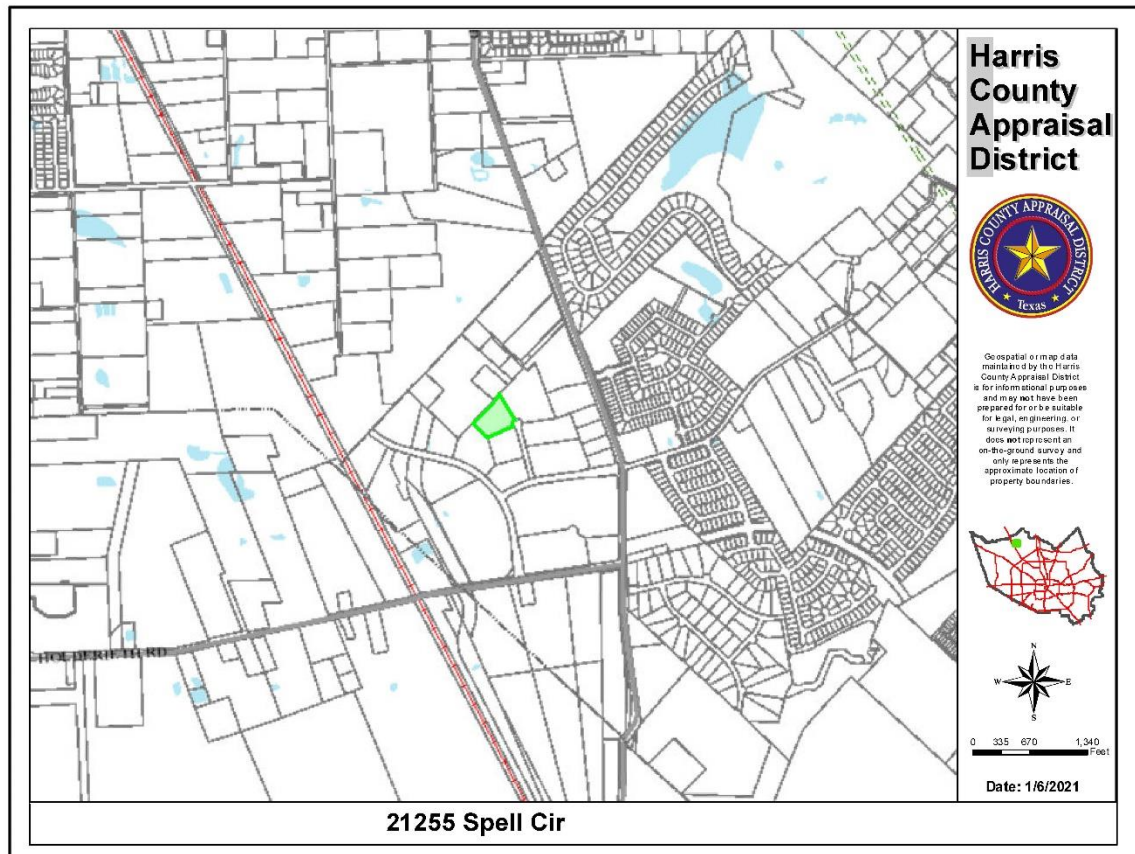
My Commission Expires: _____

(SEAL)

Exhibit A
Description of Property

Legal Description: LT 13 BLK 1, TOMBALL BUSINESS & TECHNOLOGY PARK R/P

Property Address: 21255 SPELL CIR, TOMBALL, TEXAS 77375



City Council Meeting Agenda Item Data Sheet

Meeting Date: February 15, 2021

Topic:

Approve, on First Reading, Resolution No. 2021-07-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and The Hutson Group to make direct incentives to, or expenditures for, the construction of capital improvements, including pedestrian and parking improvements, along Houston Street and North Elm Street in Old Town Tomball. The estimated amount of expenditures for such Project is \$48,800.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project". At its meeting on January 12, 2021, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with The Huston Group, for the construction of capital improvements, including pedestrian and parking improvements, along Houston Street and North Elm Street in Old Town Tomball, as authorized in the Texas Economic Development Legislation. Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination: Teresa Latsis, The Hutson Group

Recommendation:

Approval of the proposed Economic Development Agreement with the The Hutson Group

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

FUNDING (IF APPLICABLE)

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

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

If no, funds will be transferred from account #

To account #

Signed Kelly Violette

Executive Director-TEDC

Date _____

Approved by

City Manager

Date _____



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: February 15, 2021

SUBJECT: The Hutson Group

The Hutson Group is a family-owned commercial property development and management firm. Since the 1970's, the Hutson family has acquired, developed, and managed properties within the Old Town Tomball area. The Hutson Group has been instrumental in the growth and redevelopment of Tomball's Old Town, while preserving its history and character.

As per the attached request letter, The Hutson Group is requesting funding assistance from the TEDC to assist with sidewalk, parking and street improvements along Houston and North Elm Streets. The project will be constructed in three phases and the anticipated cost for all phases is \$97,600.00. These improvements will provide pedestrian connectivity, increase parking, and improve access to adjacent businesses.

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

The proposed incentive is based on 50% of the project costs, not to exceed \$48,800.00.



108 S Pine
Tomball, Texas 77381

713.678.0152
hutsongroup.com

January 4, 2021

Kelly Violette
Executive Director
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, Texas 77375

RE: Grant Request Letter, Houston Street project

Dear Ms Violette,

The Hutson Group is submitting this request to the Tomball Economic Development Corporation (TEDC) for grant funding assistance to support real estate redevelopment efforts on Houston Street in Old Town Tomball.

The Hutson Group is a small, family-owned real estate development business focused on commercial properties in Old Town Tomball. We acquire, develop, and manage our own properties in an intentional and meaningful manner to support Old Town and the greater Tomball area. Our family established roots in Tomball in the early 1970's and has developed a deeper commitment to the city over the last 50 years.

Project Impact on the City of Tomball

Prior to 2014, Houston Street consisted of residential houses that were primarily rental properties declining in nature and form. Since that time, our family has acquired all properties on both the north and south sides of Houston Street. There are currently seven different commercial properties that we converted from the original residential houses. Two of these properties support food service businesses while the remaining five are retail. Each of these businesses is unique to the Tomball area and employ local residents. With the proposed development per this grant, we expect to draw favorable attention to Houston Street in support of these businesses and Old Town Tomball.

Project Scope

Our project is focused on the 100 block of Houston Street and will be completed in three phases. For purposes of this request, we seek grant funding assistance for sidewalk, parking and street improvements.

Phase One: 208 North Elm Street - Sidewalk, Parking and Street Improvements

This phase has been approved by the City of Tomball (COT). Improvements will impact 150 feet along the south side of Houston Street and 100 feet on the 200 block of North Elm Street. COT approved site plans are provided for your reference. No sidewalk, parking or street improvement construction has been initiated to date. Timing of this work is expected in 2021 Q1 pending approval from TEDC.

Phase Two: South side of Houston Street - Sidewalk, Parking and Street Improvements

This phase is currently in planning and has not been submitted to the COT. Improvements will impact the remaining 150 feet along the south side of Houston Street. Proposed site plans are in draft form and

provided for your reference. Timing of this project is expected to be in 2021 and will be influenced by TEDC grant support.

Phase Three: *North side of Houston Street - Sidewalk, Parking and Street Improvements*

This phase is in early design and has not been submitted to the COT. Improvements will impact 300 feet along the north side of Houston Street and 100 feet on the 300 block of North Elm Street. No site plans are available at this time. Timing of this project is expected to be in 2021.

Estimated Cost

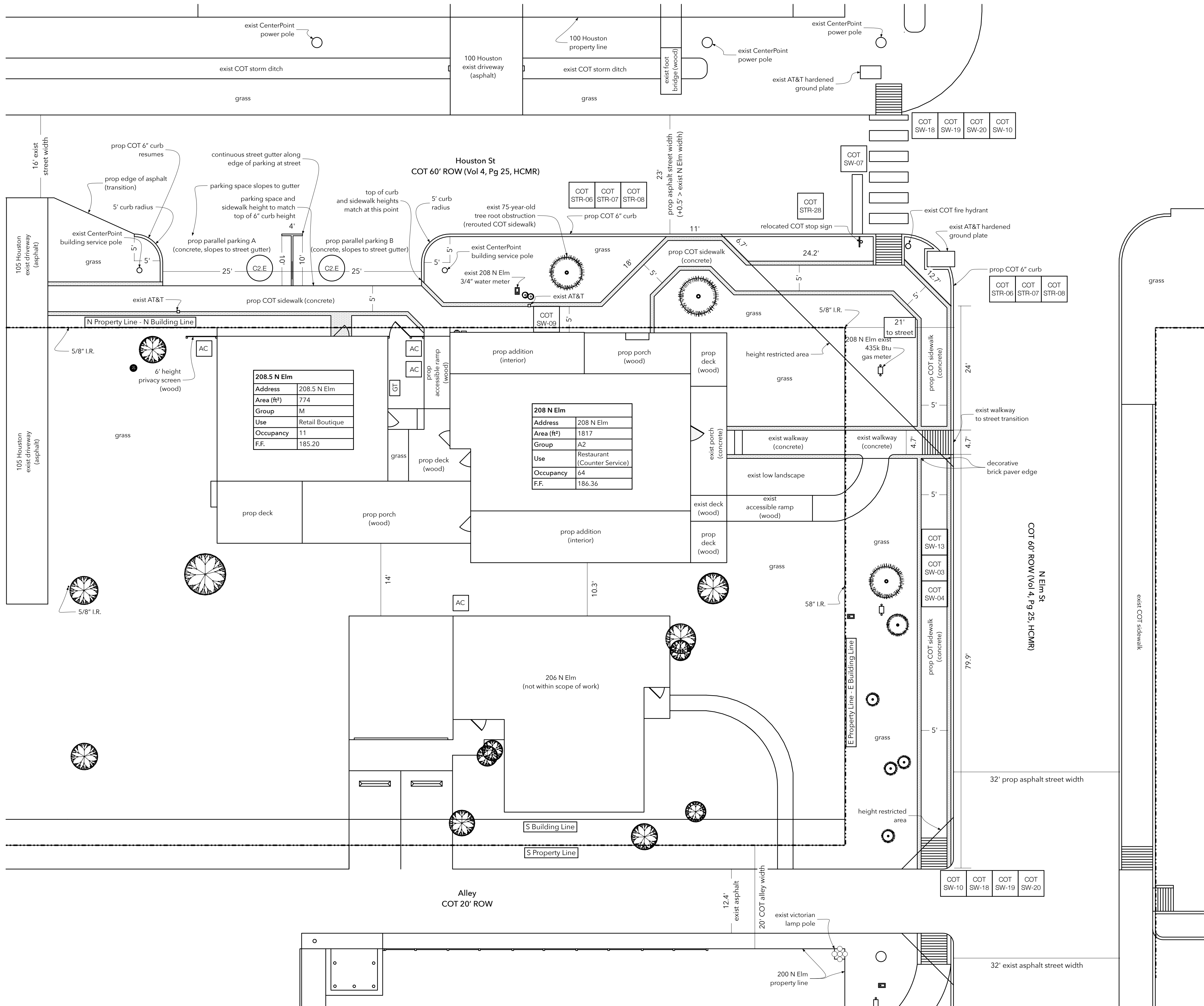
The total cost for purposes of this grant funding request is estimated at \$97,600. This estimate is based on recent bids for Phase One and prior material invoices for similar Old Town Tomball projects completed in the last five years.

Phase One:	\$31,250
Phase Two:	\$18,750
<u>Phase Three:</u>	<u>\$47,600</u>
Total Cost:	\$97,600

We appreciate your consideration for grants or other incentives you may have available to help absorb costs associated with these sidewalk, parking, and street improvements on Houston Street in Old Town Tomball.

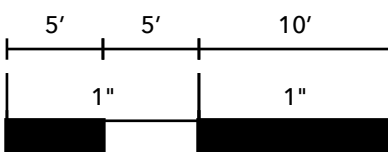
As always, if you have any questions or comments, please feel free to contact me directly.
Thanks so much,

Teresa Latsis
The Hutson Group
503.348.0718 (m)
t.latsis@hutsongroup.com



North

Plan Scale



1" = 10' (1:120)

Legend

- 185.11 exist elevation
- 185.00' prop elevation
- 185.00' door width/height
- 1 public customer parking
- 1 private tenant parking
- COT SW-01 City of Tomball construction standard reference
- 5-light Victorian lamp (8' height)
- proposed live oak tree (4" caliper, 7' height)
- existing COT ROW tree
- A1A site plan page/detail
- 2'-0" window width/height

Owner

Rodney Hutson
9431 Rosie Ln
Magnolia, Texas 77354
(281) 356-4305
rkhutson@sbcglobal.net

Project Controllers

Bryan Hutson
(713) 304-0595
b.hutson@hutsongroup.com

Teresa Latsis
(503) 348-0718
t.latsis@hutsongroup.com

Location

Hutson Block 1 North
Tomball, Texas

Updated

February 20, 2020

HUTSON
Tomball, Texas

Zone

Old Town / Mixed Use

Project Number

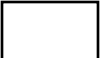
20190123

Plan Scale

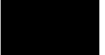
1" = 10'



Preliminary



Permit



Construction

Title

C2 - Proposed Site

Page

C2

CITY OF TOMBALL
Engineering
APPROVED
With Conditions/Corrections as Noted
Date: 02/21/2020
Signature: *[Signature]*
This approval shall expire two years from the date stamped

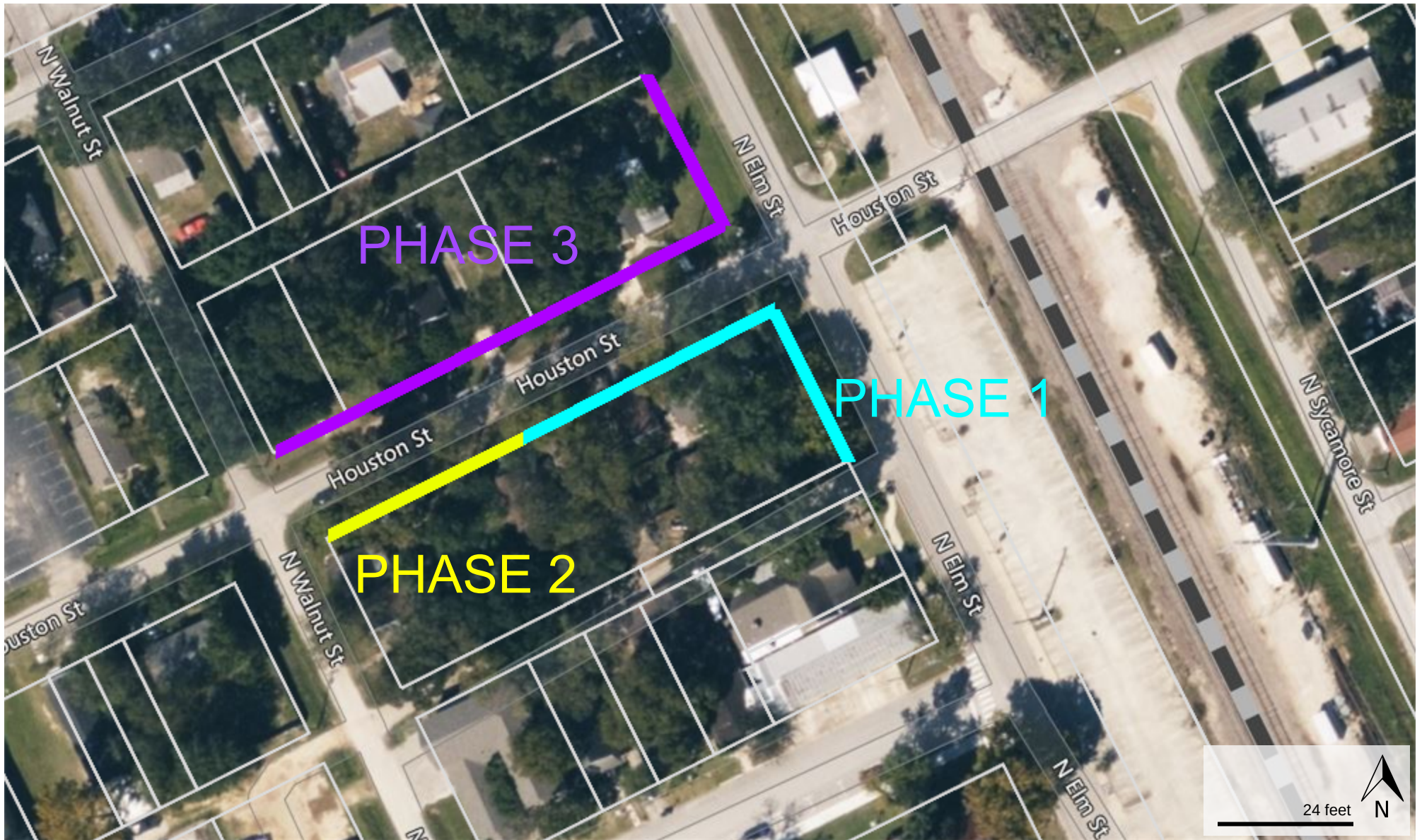
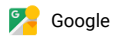




Image capture: Dec 2018 © 2021 Google

Tomball, Texas



Street View

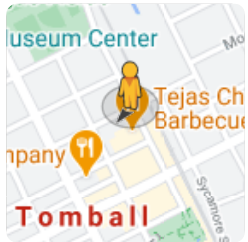
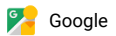




Image capture: Dec 2018 © 2021 Google

Tomball, Texas



Street View

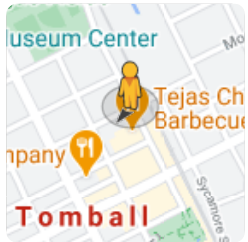


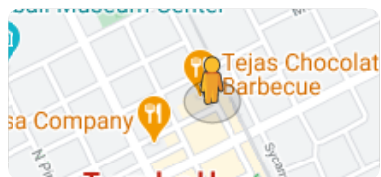


Image capture: Jun 2018 © 2021 Google

Tomball, Texas



Street View



PERFORMANCE GRANT AGREEMENT

This Performance Grant Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, a State of Texas Type B Economic Development Corporation (the “TEDC”), and The Hutson Group (the “Company”) (with each being a “Party”, and together the “Parties”), is entered into by the Parties’ authorized representatives, and is effective as of the date of execution by the Parties (the “Effective Date”).

RECITALS

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

WHEREAS, the Company proposes to construct pedestrian and parking improvements along Houston Street and North Elm Street in Old Town Tomball (the “Project”), with a description of the Project being attached to this Agreement as “Exhibit A”; and

WHEREAS, the Board of Directors of the TEDC (the “Board”) has determined that the improvements provided by the Company through the Project will enhance the use of Old Town Tomball, and as a Project of the TEDC, the Board wishes to reimburse the Company for a portion of the cost of the Project according to Texas Local Government Code 505.152; and,

WHEREAS, according to the terms and requirements provided herein, the Board desires to provide to the Company the sum of up to Forty-Eight Thousand Eight Hundred Dollars (\$48,800.00) (the “Performance Grant”) if the Company satisfies this Agreement herein, with the amount of the Performance Grant being described in the attached “Exhibit B”; and,

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

AGREEMENT

SECTION 1. TERM.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for a term of at least five (5) years, unless terminated or cancelled earlier according to the provisions of this Agreement (the “Term”). The Term may be extended through a written amendment to this Agreement executed by the Parties.

SECTION 2. COMPANY OBLIGATIONS.

- (a) Continued Operation.** The Company hereby covenants and agrees that it will continue to operate and maintain its business throughout the Term.
- (b) Reporting.** Throughout the Term, the Company will provide updates to the TEDC showing that it is in compliance with this Agreement and will provide progress reports on the status of the Project (the “Report”). Upon the written request of the TEDC or the City, the Company will promptly provide any additional information related to this Agreement.

SECTION 3. CAPITAL IMPROVEMENTS.

- (a)** The Company hereby covenants and agrees that as a part of the Project, it will construct the following Capital Improvements: Phase 1: Sidewalk, Parking and Street Improvements along 150

feet of the south side of Houston Street and 100 feet of the west side of North Elm Street (200 Block); Phase 2: Sidewalk, Parking and Street Improvements along 150 feet of the south side of Houston Street; and Phase 3: Sidewalk, Parking and Street Improvements along 300 feet of the north side of Houston Street and 100 feet of the west side of North Elm Street (300 Block) (the “Capital Improvements”).

- (b) The Company agrees that it will construct the Capital Improvements in accordance with all the requirements of the Code of Ordinances of the City and the plans and specifications of the Capital Improvements as approved by the City and the TEDC.
- (c) The Company agrees that it will certify the costs of the Capital Improvements, and all related infrastructure costs, to the TEDC prior to the initiation of the construction of the Capital Improvements.
- (d) The construction of the Capital Improvements, including the construction of all infrastructure and the obtaining of all necessary permits from the City, shall be completed within twenty-four (24) months of the Effective Date of this Agreement (the “Completion Date”). The Board or the City Council of the City (the “Council”) may adjust the Completion Date at its sole discretion.

SECTION 4. PERFORMANCE GRANT.

- (a) In consideration of the Company’s construction of the Capital Improvements according to this Agreement, the TEDC agrees to provide a Performance Grant to the Company for a portion of the actual costs of the Capital Improvements, including the costs of land acquisition, construction, and infrastructure, in an amount not to exceed Forty-Eight Thousand Eight Hundred Dollars (\$48,800.00) with such Performance Grant being distributed according to the schedule included in the attached “Exhibit B”.
- (b) The TEDC’s distribution of the Performance Grant payment to the Company shall be conditioned upon the Company’s providing the TEDC with: (i) certification of the total costs of construction of the Capital Improvements; (ii) a copy of any and all permits required by the City for the Capital Improvements; (iii) certification that the Capital Improvements have been constructed in accordance with the approved plans and specifications and with the City’s Code of Ordinances; (iv) an affidavit stating that all vendors, contractors, and subcontractors providing work or materials in the construction of the Capital Improvements have been paid and any and all liens and claims regarding such work have been released; and, (v) proof of payment to all vendors, contractors, and subcontractors providing work or materials in the construction of the Capital Improvements, including copies of canceled checks or credit card receipts and copies of paid invoices from all vendors, contractors, and subcontractors.
- (c) To the extent allowed by law, the Board may amend this Agreement to allow for an additional provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Company that would promote new or expanded business development.
- (d) The Parties understand and acknowledge that the funding of this Agreement is contained in the TEDC’s annual budget and is subject to the approval of the Board in each fiscal year. The Parties further agree that should the Board fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the Board fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to the TEDC and the TEDC shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the TEDC to discharge its obligations under this Agreement are expended, the Company’s sole and exclusive remedy shall be to terminate this Agreement.

SECTION 5. TERMINATION.

- (a) This Agreement shall terminate upon the expiration of the Term, unless terminated earlier as the result

of a default by the Company under one of the following provisions:

- (1) *General Default.* Either Party may terminate this Agreement during the Term as provided in this paragraph if the other Party is in default by failing to comply with the obligations of this Agreement. The Party alleging the default will give the other Party notice of the default in writing. If the Party in default fails to cure the default within sixty (60) days of the date of the notice, then the Party giving the notice may terminate this Agreement by written notice to the other Party, specifying the date of termination. However, neither Party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the Parties (the “force majeure”) during the Term, but only for so long as the event of force majeure reasonable prevents performance.
 - (2) *Undocumented Worker Employment Default.* According to Chapter 2264 of the Texas Government Code (the “Code”), the Company will not knowingly employ an individual who, at the time of employment: (i) is an undocumented workers as that term is defined in the Code; and, (ii) is not lawfully admitted for permanent residence to the United States or, is not authorized under the law to be employed in that manner in the United States. Additionally, if the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), then the conviction is a breach of this Agreement and the TEDC will send the Company written notice that the Company has violated this paragraph and that the Agreement terminates thirty (30) days from the date of the notice.
- (b) It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company’s sole and exclusive remedy shall be limited to either the termination of this Agreement, or a suit for specific performance.

SECTION 6. REIMBURSEMENT OF PERFORMANCE GRANT.

- (a) It is understood and agreed by the Parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the ninety (90) day Treasury Bill plus one-half percent ($\frac{1}{2}$ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Company of the default.
- (b) It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the ninety (90) day Treasury Bill plus one-half percent ($\frac{1}{2}$ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Company of the violation.
- (c) The Company shall also reimburse the TEDC for any and all reasonable attorney’s fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of the funds contemplated in this Section. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.
- (d) If the Company breaches this Agreement, then the Company’s obligation to reimburse the Performance Grant, or any other expenditure of the TEDC related to the Project, survives termination of this Agreement.

SECTION 7. MISCELLANEOUS PROVISIONS.

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

operation of law, all or any part of the Capital Improvements, and this Agreement shall be held to be a covenant running with the Property throughout the Term.

- (b) This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- (c) The failure of either Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance. However, the TEDC hereby reserves and retains any and all governmental immunities that it might now have or be granted in the future.
- (d) Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.
- (e) In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.
- (f) Any notice provided or permitted to be given under this Agreement must be in writing and may be served by: (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid, registered, or certified mail, return receipt requested; (ii) delivering the same in person to such Party; (iii) overnight or messenger delivery service that retains regular records of delivery and receipt; or, (iv) facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the Parties for the purpose of notice under this Agreement shall be as follows:

If to the TEDC:

**Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, Texas 77375
Attn: President, Board of Directors**

If to the Company:

**The Hutson Group
9431 Rosie Lane
Magnolia, TX 77354
Attn: Teresa Latsis**

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

SIGNATURES

THIS AGREEMENT IS HEREBY ENTERED INTO BY THE PARTIES ON _____ 2021.

FOR THE TEDC:

FOR THE COMPANY:

GRETCHEN FAGAN, PRESIDENT

Name [Signature]

Date

Name [Printed]

Title/Position

Date

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2021, by
 _____, _____, of _____ for and on behalf of
 said company.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF LIBERTY §

This instrument was acknowledged before me on _____, 2021, by
Month, Day
 _____, _____, of _____ for and on behalf of
Name Title/Position Company
 said company.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____

Exhibit A: Description of the Project

- Phase 1:** Sidewalk, Parking and Street Improvements along 150 feet of the south side of Houston Street and 100 feet of the west side of North Elm Street (200 Block).
Estimated Cost: \$31,250
- Phase 2:** Sidewalk, Parking and Street Improvements along 150 feet of the south side of Houston Street. **Estimated Cost: \$18,750**
- Phase 3:** Sidewalk, Parking and Street Improvements along 300 feet of the north side of Houston Street and 100 feet of the west side of North Elm Street (300 Block).
Estimated Cost: \$47,600

Exhibit B: Performance Grant Description and Payment Schedule

TEDC agrees to reimburse the Company 50% of the cost of the Capital Improvements up to a total amount of \$48,800.00. Upon completion of each Phase of the Project, the Company may request funding in accordance with Section 4 of this Agreement.

The Payment Schedule shall be set as follows:

- Phase 1:** **Estimated Cost: \$31,250**
 TEDC Reimbursement: Up to \$15,625
- Phase 2:** **Estimated Cost: \$18,750**
 TEDC Reimbursement: Up to \$9,375
- Phase 3:** **Estimated Cost: \$47,600**
 TEDC Reimbursement: Up to \$23,800

RESOLUTION NO. 2021-07-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND THE HUTSON GROUP TO MAKE DIRECT INCENTIVES TO, OR EXPENDITURES FOR, PEDESTRIAN AND PARKING IMPROVEMENTS ALONG HOUSTON STREET AND NORTH ELM STREET IN OLD TOWN TOMBALL; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SERVABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Forty-Eight Thousand Eight Hundred Dollars (\$48,800.00) found by the Board to be required or suitable to construct pedestrian and parking improvements along Houston Street and North Elm Street in Old Town Tomball; and

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

WHEREAS, City Council finds and determines that such project is authorized by Section 505.152 and 505.154 of the Act; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Forty-Eight Thousand Eight Hundred Dollars (\$48,800.00) to The Hutson Group, in accordance with an economic development agreement by and between the TEDC and The Hutson Group, to make direct incentives to, or expenditures for, pedestrian and parking improvements along Houston Street and North Elm Street in Old Town Tomball.

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

PASSED AND APPROVED on first reading this ____ day of _____, 2021.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of _____, 2021.

GRETCHEN FAGAN, President

ATTEST:

DORIS SPEER, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 2/15/2021

Topic:

Accept donation of a grant from the Tomball Health Foundation in the amount of \$490,000, for the proposed improvements to Jerry Matheson Park.

Background:

The Tomball Regional Health Foundation (TRHF) has awarded the City a \$490,000 grant toward our efforts to improve Jerry Matheson Park. The funding agreement is provided for Council consideration and acceptance of the grant.

While this grant was requested as part of our \$1.5 million dollar (50/50) grant submission to the Texas Parks and Wildlife Department (TPWD), this TRHF award is not contingent upon being awarded the TPWD grant, considering the need to update playground and recreation amenities at the park, but is proof of the Foundations recognition of the public health benefits associated with maintaining great parks.

Previously, the Foundation had committed to assisting us with nearly \$300,000 in grant funding for Broussard Park improvement. However, because of our TPWD grant funds, coupled with Harris County Precinct 4 building our walking trail at no cost, we never utilized these Foundation funds. We maintain a wonderful partnership with the Foundation, and due to the City's exceptional stewardship as we partnered with state, county, and local government to build Broussard Park, the Foundation now wishes to provide support for our Jerry Matheson Park improvement efforts.

Origination: Public Works Department

Recommendation:

Staff recommends acceptance of the grant from the Tomball Regional Health Foundation and authorizing the City Manager to execute the funding agreement.

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: #100-153-6409

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

Signed	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date



29201 Quinn Road, Suite A
Tomball, TX 77375
(832) 559-5511

February 10, 2021

Mr. Robert Hauck, City Manger
The City of Tomball, Texas
401 Market Street
Tomball, TX 77375

RE: FUNDING AGREEMENT LETTER – The City of Tomball, Texas

Dear Mr. Hauck:

I am pleased to inform you that the Board of Directors of the Tomball Regional Health Foundation has approved funding in the amount of up to FOUR HUNDRED NINETY THOUSAND and 00/100 Dollars (\$490,000.00) to the City of Tomball, Texas (the “City”) for:

- (1) Removal of play equipment and installation of new play equipment as well as the addition of new pickleball courts at Jerry Matheson Park to be funded as described in Exhibit “A” attached hereto.

As the City knows, Tomball Regional Health Foundation previously approved funding to the City in the amount of \$235,000.00 for Broussard Park, however that funding was never accessed by the City and has been subsequently withdrawn by Tomball Regional Health Foundation. **By signing this Funding Agreement Letter, the City expressly acknowledges such withdrawal of the prior funding for Broussard Park and that such funding is no longer available.**

The goal of Tomball Regional Health Foundation is to improve public health, prevent disease, promote wellness, or enhance the general welfare of the citizens served by the Tomball Regional Health Foundation. We find this project at Jerry Matheson Park meets this goal and the funding being requested is necessary for improving medical care, health, and wellness of the community. This is a one-time funding only and in no way, implies a commitment on behalf of Tomball Regional Health Foundation for any future funding beyond the terms listed in this Funding Agreement Letter. Further, these funds are for the sole use of City and cannot be assigned to any other individual or entity.

This funding is subject to the City’s agreement to replace the play equipment as well as the addition of new pickleball courts at Jerry Matheson Park. This funding is further subject to the City’s agreement to: (i) use the funds only as specified in this letter; (ii) maintain records to show and account for the uses of the funds in accordance with the City’s document retention schedule; (iii) allow the Tomball Regional Health Foundation reasonable access to records to verify expenditures and activities; (iv) repay any portion of the funds not used for the specified purposes identified

above within one (1) year to the Tomball Regional Health Foundation; (v) reasonably cooperate with any efforts of the Tomball Regional Health Foundation to publicize the award; (vi) comply with all reasonable requests for information about program activities from the Tomball Regional Health Foundation; and (vii)) not use any of the funding for any religious purpose whatsoever, including, but not limited to, religious education, or counseling.

The City, by its signature below, accepts the funding specified herein and agrees to the conditions set forth in this letter.

Further, the City agrees to submit to the Tomball Regional Health Foundation such reports or evaluations as Tomball Regional Health Foundation may request from time to time to allow the Tomball Regional Health Foundation to evaluate the effectiveness of the funding in meeting its intended goals.

Please note that there is no commitment by the Tomball Regional Health Foundation to award any additional funds for this project. If you have any other questions about this matter, do not hesitate to contact me at (832) 559-5511 or mkinyo@trhfoundation.org. We appreciate being able to assist the City with its efforts. Our best wishes in carrying out this important work.

Sincerely,



Marilyn Kinyo
Chief Administrative Officer
Tomball Hospital Authority
d/b/a Tomball Regional Health Foundation

AGREED:

RECIPIENT

THE CITY OF TOMBALL, TEXAS

By: _____

Printed Name

Title

EXHIBIT "A"

To be eligible for the funding of up to \$490,000.00 for the removal of play equipment and instillation of new play equipment, as well as the addition of new pickleball courts, at Jerry Matheson Park, the City shall submit a monthly invoice and documentation evidencing the amounts incurred for the equipment and pickleball courts. Provided that Tomball Regional Health Foundation has received acceptable documentation, then it shall remit payment within seven (7) days of receipt of the monthly invoice and documentation.

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 15, 2021

Topic:

Approve Resolution No. 2021-09, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Wood Leaf Reserve Public Improvement District.

Background:

Origination: Chesmar Homes, LLC

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

RESOLUTION NO. 2021-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING A REIMBURSEMENT AGREEMENT RELATING TO THE WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT.

WHEREAS, on January 18, 2021 the City Council of the City of Tomball, Texas (the “City”) passed and approved a resolution amending and restating the resolution creating the Wood Leaf Reserve Public Improvement District (the “District”) covering approximately 90.4 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Wood Leaf Reserve Development Agreement,” executed by and between the Developer, and the City effective January 18, 2021, (the “Development Agreement”); and

WHEREAS, the District Property is being developed in improvement areas or phases, and special assessments for each improvement area or phase will be levied against the Assessed Property within such improvement area or phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such improvement area or phase; and

WHEREAS, Chesmar Homes, LLC, a Texas limited liability company (the “Developer”) is the developer of the District Property; and

WHEREAS, the City Council intends to pass and approve one or more ordinances (collectively, the “Assessment Ordinance”) which, among other things, will approve one or more service and assessment plans (collective, the “SAP”) that will levy Assessments on assessable property in each improvement area or phase, and establish the dates upon which interest on such Assessments will begin to accrue and collection of such assessments will begin; and

WHEREAS, from revenues received from the Assessments levied on property within each improvement area or phase of the District Property and pursuant to applicable SAP, the City intends to reimburse the Developer for all of a portion of the costs of the Authorized Improvements in each improvement area or phase pursuant to and in the manner set forth in a Reimbursement Agreement by and between the Developer and the City (the “Reimbursement Agreement”); and

WHEREAS, the City and the Developer wish to enter into the Reimbursement Agreement to evidence the City’s intention to reimburse the Developer for all or a portion of the

costs of the Authorized Improvements from Assessments levied on assessable property within the District; Now Therefore,

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

Section 1: The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Reimbursement Agreement or in the Service and Assessment Plan.

Section 2: The City Council hereby approves the Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED, APPROVED AND EFFECTIVE on the _____ day of February, 2021.

City Secretary
City of Tomball, Texas

Mayor
City of Tomball, Texas

[SEAL]

EXHIBIT A
REIMBURSEMENT AGREEMENT

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT**

This Wood Leaf Reserve Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and Chesmar Homes, LLC a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of February __, 2021 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the Wood Leaf Development Agreement, dated January 18, 2021; and

WHEREAS, on January 18, 2021, the City Council passed and approved a resolution creating the Wood Leaf Reserve Public Improvement District (the “District”) covering approximately 90.4 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Wood Leaf Development Agreement,” executed by and between the Developer, and the City effective January 18, 2021, (the “Development Agreement”); and

WHEREAS, the District Property is being developed in three phases (each a “Phase”), and the City intends to levy special assessments for each Phase against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, the Developer desires to begin construction of the Authorized Improvements prior to the City’s levy of Assessments and the City desires to memorialize its intent to levy assessments and to reimburse the Developer for the costs of such Authorized Improvements from Assessments and/or PID Bonds; and

WHEREAS, the Authorized Improvements as defined in the Development Agreement or as shall be defined in one or more Service and Assessment Plans, as amended, updated or supplemented to include all phases of development, (the “SAP”) are to be constructed to serve the District Property, as described and depicted in the SAP and

WHEREAS, the City Council intends to pass and approve an Ordinance (the “Assessment Ordinance”), which, among other things, will approve an SAP (including Assessment Rolls for each phase of development), levies assessments on property within the District (the

“Assessments”), and establishes the dates upon which interest on assessments will begin to accrue and collection of Assessments will begin; and

WHEREAS, the SAP will set forth the costs of the Authorized Improvements in each Phase of Development (plus financing costs to be set forth in the SAP) to be assessed against each Phase of the District Property (the “Authorized Improvements Costs”); and

WHEREAS, the SAP will allocate the Authorized Improvements Costs for each Phase to property within each Phase of the District Property, and the Assessments will be reflected on one or more Assessment Rolls as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance will provide, in part, that an Assessment or Assessments may be paid in full at any time, and if an Assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of no more than 30 years or until the Assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses) (the “Assessment Revenue”) shall be deposited first for the payment of debt service on PID Bonds (if such bonds have been issued) issued by the City for the applicable Phase and second, into an assessment fund and accounts therein for each Phase, that is segregated from all other funds of the City (the “Reimbursement Fund”); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer and its assigns for the Authorized Improvements Costs advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, the obligations of the City to use the Assessments hereunder is authorized by the PID Act; and

WHEREAS, at the discretion of the City and in accordance with the Development Agreement, prior to or contemporaneously with the issuance of any PID Bonds (as defined herein), the Developer and City may amend this Agreement and the Development Agreement as determined necessary by City’s bond counsel for issuance of any such bonds, for compliance with applicable law and for compliance with the obligations of the parties under this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. The City intends to levy Assessments to finance the cost of the Authorized Improvements and to reimburse the Developer for the costs of the Authorized Improvements incurred by Developer prior to the levy and/or to pay directly the costs of the Authorized Improvements.
3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Authorized Improvements paid by the Developer as to be set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed the amount to be set forth in the SAP (the "Reimbursement Amount"), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Reimbursement Fund" containing accounts therein for each Phase of development. The Reimbursement Amount is payable from Assessment Revenue to be deposited in the Reimbursement Fund as described below and in accordance with the Development Agreement:
 - a. The Reimbursement Amount is payable solely from: (i) Assessment Revenue received and collected by the City from Assessments levied in each Phase of development and deposited into the applicable account of the Reimbursement Fund after the payment of debt service on any PID Bonds issued for such Phase (ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of PID Bonds issued by the City to fund all or a portion of the Reimbursement Amount in accordance with the terms of the Development Agreement and the SAP and secured by the Assessment Revenue from the applicable Phase; or (iii) a combination of items (i) and (ii) immediately above. The Assessment Revenue from each Phase shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:
 - i. Calculation of the Assessments for each Phase and the first Annual Installment for a Lot or Parcel in each phase shall begin as shall be provided in the SAP.
 - ii. After the levy thereof by the City, if PID Bonds are not issued concurrently therewith, Assessments collected in each Phase for the Reimbursement Amount allocated to such Phase shall accrue simple interest annually at the rates to be set forth in the SAP, such rates to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon Assessment levy only if PID Bonds are not issued for such

Phase. If accrued, interest shall begin and continue on the unpaid principal amount of the Assessments as shall be set forth in the SAP until the earlier of (i) the expiration of the term to be set forth in the SAP, or (ii) the issuance of PID Bonds to fund a portion of the Reimbursement Amount, as reduced by annual payments made pursuant to (iv) below.

- iii. Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Amount and interest thereon, shall be deposited into the applicable account of the Reimbursement Fund after the payment of debt service on the outstanding PID Bonds.
 - iv. The Developer shall receive the Unpaid Balance in annual installments as shall be set forth in the SAP and in Section 3 below from the applicable accounts of the Reimbursement Fund, for the time period to be set forth in the SAP or until PID Bonds are issued, and as allowed under Section 2(a) above.
4. The Reimbursement Amount, once determined in the SAP, plus the interest as described above, if accruing, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from Assessment Revenue received and collected by the City in each Phase for such purpose and deposited into the applicable account of the Reimbursement Fund subject to Section 3(a)(iii), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Assessment Revenue for each Phase from the applicable account of the Reimbursement Fund after the payment of debt service on outstanding PID Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement as set forth in Section 21. The outstanding Unpaid Balance and the Reimbursement Amount shall be reduced by the amount of each annual payment to the Developer from the applicable account of the Reimbursement Fund.
5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into the Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue in any Phase or does not receive an amount in excess of the annual debt service due on the outstanding PID Bonds, and, as a result, is unable to make transfers from the Assessment Revenue Fund for payments to the Developer as required under this

Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

6. PID Bonds may be issued to fund the Authorized Improvement Costs upon levy of the Assessments. If Assessments are levied concurrently with the issuance of PID Bonds, such PID Bond Proceeds shall reimburse or pay directly the Authorized Improvement Costs. The City may also levy Assessments in one or more Phases prior to the issuance of PID Bonds. If PID Bonds are issued to fund all or a portion of the Reimbursement Amount after the levy of Assessments, the net proceeds of such PID Bonds shall be used to pay the outstanding Reimbursement Amount, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of Authorized Improvements in the applicable Phase as shall be set forth in the SAP. However, no PID Bonds shall be issued unless the funds necessary to complete the Authorized Improvements in the Phase for which the PID Bonds are being issued, are deposited with the net proceeds of the applicable series of PID Bonds on the closing date of such PID Bonds, or alternately, the Developer has expended funds (verified by the City) for construction of the Authorized Improvements to be financed with the PID Bonds in an amount that is greater than the deposit that would have otherwise been required at the time such PID Bonds are issued. The Reimbursement Agreement shall terminate on the earlier of PID Bonds to fund the Reimbursement Amount as reduced by payments made pursuant to Section 3 herein, (iii) the expiration of the Assessments as to be set forth in the SAP, or (iv) termination of this Agreement pursuant to an Event of Default or termination event herein or under the Development Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Authorized Improvements is less than the amounts set forth in the SAP, the Developer shall not be entitled to such excess amounts. The Developer represents and warrants that it will not request payment with respect to any Authorized Improvement that is not part of the Authorized Improvements identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Reimbursement Fund. It is the City's current intent to issue PID Bonds either at the time of the Assessment levy or at a later date to fund the Reimbursement Amount. Notwithstanding, the issuance of such PID Bonds is solely within the discretion of the City.
7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's

written notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.

8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Authorized Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City’s or Developer’s rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
11. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States

Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
401 Market Street
Tomball, TX 77375

With a copy to: Attn: City Attorney
Olson & Olson, LLP
2727 Allen Parkway, Suite 600
Houston, TX 77019

To the Developer: Attn: Tom Markiewicz
Chesmar Homes, LLC
480 Wildwood Forest Dr., Suite 800
The Woodlands, Texas 77380

With a copy to: Don Klein
480 Wildwood Forest Dr., Suite 800
The Woodlands, Texas 77380

12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.

13. Remedies:

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an "Event of Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time

periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer.

- b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
- i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
 - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days; OR
 - vi. The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within thirty (30) days.
 - vii. A Developer event of default under the Development Agreement.
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within

thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
14. The Developer shall assume the defense of, and indemnify and hold harmless the City's inspector, the City employees, officials, officers, representative and agents of the City and each of them (each an "Indemnified Party") from and against, all actions, damages, claims, losses or expense of every type and description to which they may be subject or put, by reason of, or resulting from the breach of any provisions of this Reimbursement Agreement by the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Improvement Area #1 Improvements constructed by Developer, or any claims by persons employed by the Developer relating to the construction of such projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official or otherwise and nothing in this Reimbursement Agreement is intended to or shall confer any right or interest in any person not a party hereto.
15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the PID Bonds issued to fund the Reimbursement Amount or the SAP, the indenture securing such PID Bonds or the SAP shall control as the provisions relate to the Assessments.

16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
19. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
20. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of Future Improvement Area #1 Bonds to fund the Reimbursement Amount, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If the Developer defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Improvement Area #1 Improvements that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of default.
23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For purposes of this Reimbursement Agreement, "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or

nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.

24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
25. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
26. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
27. The Developer agrees to either (i) file a Texas Ethics Commission Disclosure of Interested Parties form to the City or (ii) represent in writing that it is exempt from filing of such form, no later than the date upon which the City Council approves this Reimbursement Agreement

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF TOMBALL

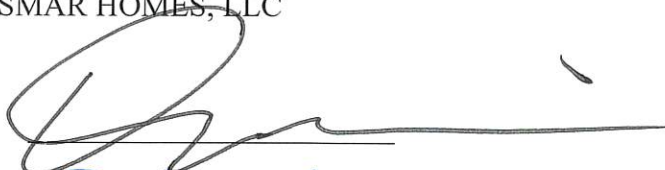
City Secretary

Mayor

Signature page to Wood Leaf Reserve Reimbursement Agreement

CHESMAR HOMES, LLC

By:



Name:

Donald P. Klein

Title:

CEO

Signature page to Wood Leaf Reserve Reimbursement Agreement

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 15, 2021

Topic:

Consider approval of Resolution 2021-10, a Resolution of the City Council of the city of Tomball, Texas supporting the proposed Tomball Senior Village Housing Community; approving an application for federal housing tax credits to finance such project; providing an in kind contribution for such project and providing an effective date.

Background:

Origination: Texas Inter-Faith Housing

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS SUPPORTING THE PROPOSED TOMBALL SENIOR VILLAGE HOUSING COMMUNITY; APPROVING AN APPLICATION FOR FEDERAL HOUSING TAX CREDITS TO FINANCE SUCH PROJECT; PROVIDING AN IN KIND CONTRIBUTION FOR SUCH PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CSH Tomball Senior Village, Ltd. and its affiliates (the "Applicant") propose to build an affordable housing development with up to 80 residential units (the "Housing") in the City of Tomball; and

WHEREAS, the Housing is expected to be located at the Southeast Corner of Medical Complex Drive and SH249, Tomball, Texas 77377 and is expected to be named "Tomball Senior Village"; and

WHEREAS, the Applicant has submitted a pre-application (TDHCA #21003) and proposes to submit a final full application for financing for the Housing, including Competitive 9% Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TOMBALL, TEXAS THAT:

SECTION ONE. The City Council of the City of Tomball hereby confirms its support for the development and construction of the Housing described above and that this formal action has been taken to put on record the opinion expressed by the City on this date.

SECTION TWO. The City Council of the City of Tomball hereby approves the Applicant's application for Tax Credits from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

SECTION THREE. That as provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Tomball has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

SECTION FOUR. That the City of Tomball hereby supports the proposed Tomball Senior Village development, and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

SECTION FIVE. In accordance with 10 Texas Administrative Code §11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of a reduced fee for the benefit of the Housing in the amount of \$250.00.

SECTION SIX. That for and on behalf of the Governing Body of the City of Tomball, Mayor Gretchen Fagan is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION SEVEN. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this ____ day of _____, 2021 at a Regular Meeting of the City Council of the City of Tomball, Texas.

CITY OF TOMBALL

Mayor
City of Tomball

ATTEST:

City Secretary
City of Tomball

Tomball Senior Village at Medical Complex Drive

An Upscale Affordable Senior Living Development

City of Tomball , Texas



Tomball Senior Village

An Upscale Affordable Senior Living Development

[Executive Summary](#)

Texas Inter-Faith Group with Super Urban Realty (“TIF/SuperUrban”) are proposing to secure an award of housing tax credits from TDHCA to acquire and develop 3.61 acres of land along Medical Complex Drive in Tomball where the TIF Group would own, operate and provide resident services for an active adult senior living community with upscale apartment homes.

The proposed development would include the following components:

Senior Living (3.61 acres) – 50 to 60 units of Age Restricted 55+ Active Adult Housing (Elderly Development)

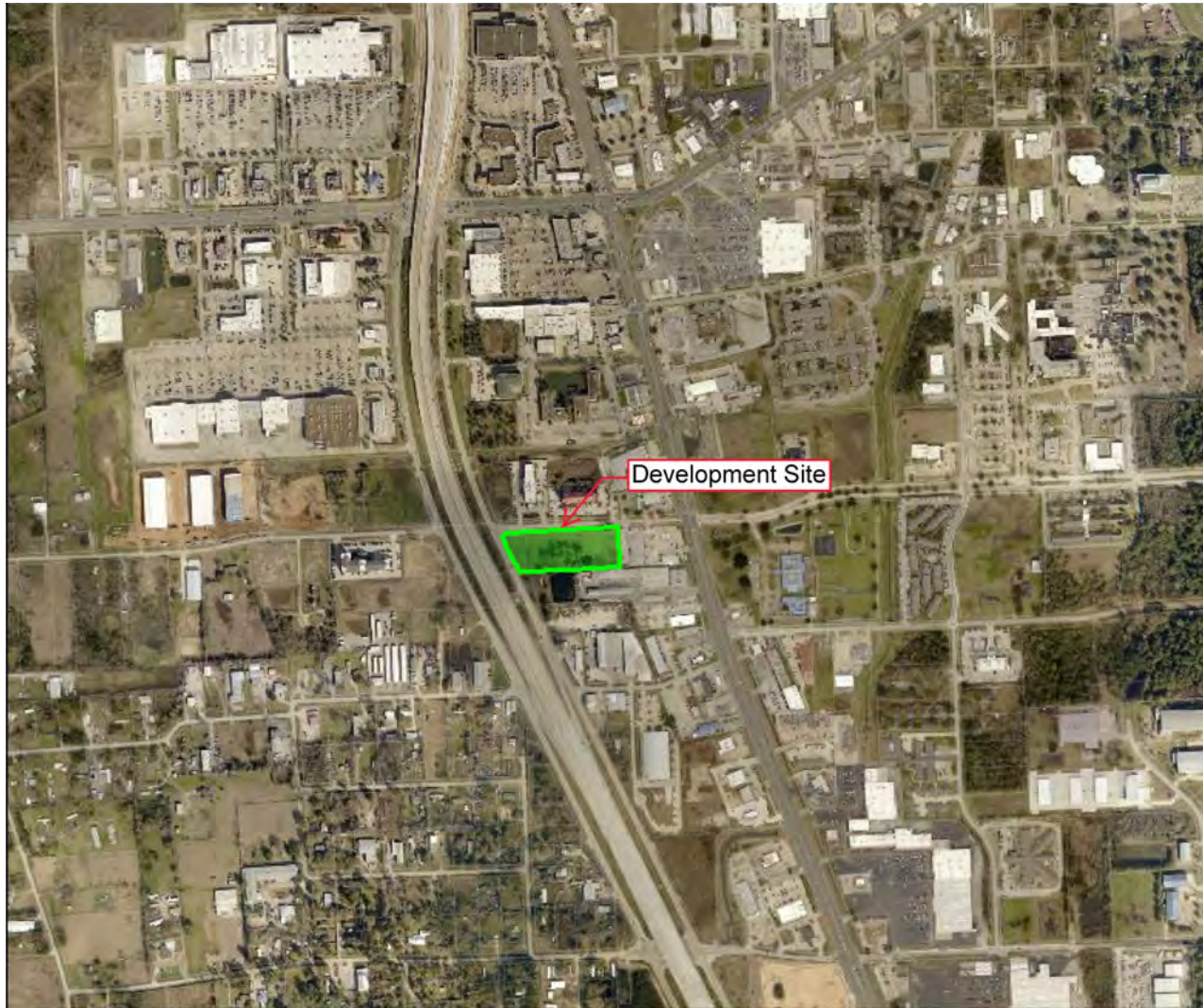
TIF/SuperUrban serving as Development Partners, will engage a “best in class” design team to develop architectural and design guidelines for the proposed development to insure that exterior facades in addition to interior amenities and unit finishes meet and exceed the expectations of local stakeholders, investment partners and future residents.

TIF/SuperUrban will leverage development experience and industry relationships to plan, finance and build an affordable senior living community utilizing best practices and a commitment to quality based on a sustainable economic model. The result will be an award worthy development that furthers the goal of creating high quality affordable housing options for the elderly residents of Tomball with convenient proximity to immediate family and access to points of interest in Tomball.

Tomball Senior Village

An Upscale Affordable Senior Living Development

Development Location



Tomball Senior Village

An Upscale Affordable Senior Living Development

Development Location

SITE DATA
 TOTAL SITE AREA - 3.57 ACRES
 55 UNITS
 15.4 UNITS PER ACRE

UNIT TABULATION

TYPE	# UNITS	UNIT S.F.	TOTAL SQ. FT.
A1 - ONE BEDROOM, ONE BATH	17 (31%)	700	11,900
B1 - TWO BEDROOM, TWO BATH	38 (69%)	909	34,542
TOTAL	55 (100%)		46,442

BUILDING TABULATION

TYPE	# BLDGS.	UNITS/BLDG.	UNIT TYPES	BLDG. S.F.	TOTAL SQ. FT.
A	1	55	A-1, B-1	46,442	46,442
CLUB				2,909	2,909
TOTAL	1	55			49,351

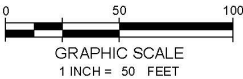
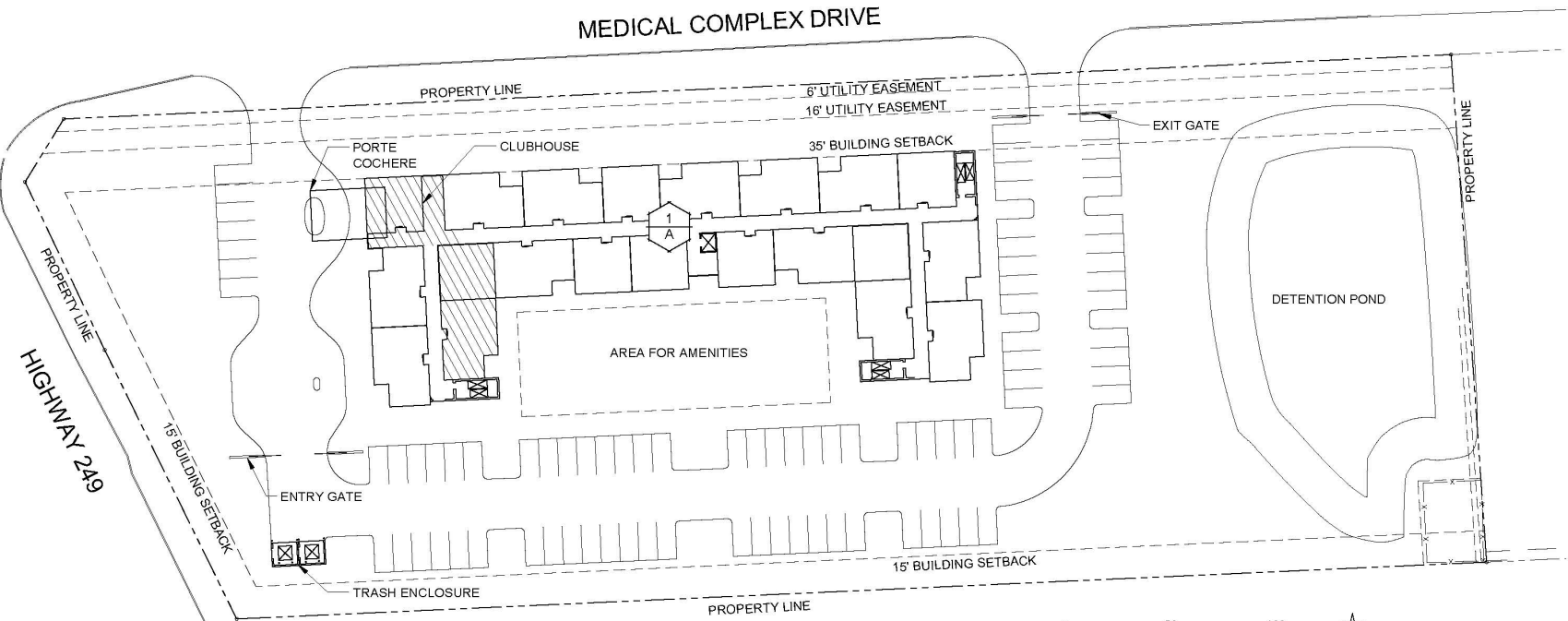
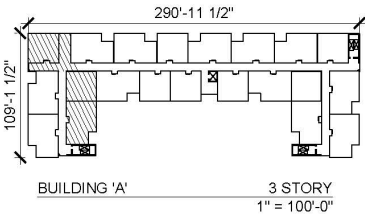
PARKING TABULATION

PARKING REQUIRED	
1.5 PER UNIT	
UNITS	55
TOTAL	82.5

PARKING PROVIDED	
TOTAL	85

PARKING RATIO: 1.545

BUILDING KEY



SITE PLAN
 SCALE 1" = 50' - 0"



TOMBALL SENIOR VILLAGE
 TOMBALL, TEXAS

DATE: 01.19.21

Tomball Senior Village

An Upscale Affordable Senior Living Development

Development Overview

Development Name:	TBD
Proposed Land Use:	Senior Housing - Active Adult
Development Size:	3.61 Acres 50 to 60 Units
Exterior Finish:	Brick, Siding and Stucco
Construction Type:	Wood Framed Surface Parking
Total Development Cost:	\$11M to \$12M



all images are for illustration purposes only



Tomball Senior Village

An Upscale Affordable Senior Living Development

Development Program

PROPERTY AMENITIES

- Gated Community
- Fitness Center
- Business Center
- Pool and Amenities
- Resident Gardens
- Covered Porch/Patio
- Controlled Building Access
- On-site Maintenance

UNIT FEATURES

- 1 and 2 Bedrooms
- 9 ft Ceilings
- Premium Counter Tops
- Wood Plank Flooring (Vinyl)
- Black Appliances
- Energy Efficient Appliances
- Energy Efficient Lighting Pantries
- Walk-in Closets
- Washer & Dryer Connections



all images are for illustration purposes only



Tomball Senior Village

An Upscale Affordable Senior Living Development

Sample Design Language
And Exterior Finish



all images are for illustration purposes only

INNOVATIVE and EXCEPTIONAL

Building Design & Amenities:

“Scaled” Community-Friendly Buildings

High Quality Building Materials

Masonry: Brick, Stucco & Siding

Metal Roofing & Timber Accents

Common Area Porches & Patio

Energy Efficient Lighting

Energy Efficient Appliances

Enhanced Landscape Plans

Tomball Senior Village

An Upscale Affordable Senior Living Development

Common Area
Amenities

Community Rooms



Business Centers



Resort Style Pools



Fitness Centers



Libraries



Covered Porches



all images are for illustration purposes only

Tomball Senior Village

An Upscale Affordable Senior Living Development

Unit Layouts
1 Bedroom



Tomball Senior Village

An Upscale Affordable Senior Living Development

Unit Layouts
2 Bedroom Units



INTER-FAITH**GROUP**



Communities

&

Purpose



The Inter-Faith Group (IFG) develops high quality housing and provides life-changing resident services to the families, individuals and elders in its communities. Our 501(c)3 non-profit mission is to create purposeful affordable housing for the seniors, veterans, workforce and children of the world.



Community
Development
Resident Services
Management
Relationship

INTER-FAITH**GROUP**

Our Mission



"Home is more than a floor plan ... it's an environment that's shaped by people regardless of economics; and by promoting the idea of 'community', we initiate transformation on a broad scale."

- JOT Couch / Founder



Purpose

Commitment

Responsibility

Integrity

Respect

Kindness



Eleanor Fanning / Executive Director
Portfolio Resident Services, Inc.
Resident Services / Development



Russ Michaels / Executive Director
Texas Inter-Faith Housing Corporation
Community Outreach / Development



Marie Compton / Executive Director
Texas Inter-Faith Management
Management / Acquisitions



Jervon Harris / Development Consultant
SuperUrban Realty Ventures, LLC
Housing Development / Engineering



Matt Higgins / Compliance Consultant
MSH IC, LLC
Construction / Financing



INTER-FAITH**GROUP**

Our Team



2,300+ units

owned & operated

50,000+

served with resident services

2,800+ units

under management

20+

developments

INTER-FAITH**GROUP**

Our Experience

\$millions +

spent on furthering IFG mission



The IFG consultants and developers have over forty years of multifamily development experience. The following list represents past consultant or developer participation, collaborating with some of the best in the multifamily industry.

INTER-FAITH GROUP

Our Consultants & Developers

Artistry at Craig Ranch (McKinney, TX) – new constructions, 163 units
Artistry at Edgestone (Frisco, TX) – new constructions, 188 units
Gala at Oak Crest Estates (Euless, TX) – new constructions, 120 units
Gala at Four Corners (Houston, TX) – new constructions, 90 units
Gala at Melissa (Melissa, TX) – new constructions, 93 units
Gala at Texas Parkway (Missouri City, TX) – new constructions, 86 units
Jubilee at Texas Parkway (Missouri City, TX) – new constructions, 82 units
Ashford Parkside (Dunwoody, GA) - redevelopment, 151 units
Ashford Landing (Dunwoody, GA) - redevelopment, 117 units
Norman Berry (East Point, GA) - new construction, 119 units
Princeton Court (College Park, GA) - new construction, 116 units
HearthSide Towne Lake (Woodstock, GA) - redevelopment, 100 units
HearthSide Johns Creek (Johns Creek, GA) - new construction, 90 units
HearthSide Brookleigh (Brookhaven, GA) - redevelopment, 121 units
HearthSide Peachtree City (Peachtree City, GA) - new construction, 96 units
HearthSide Sugarloaf (Lawrenceville, GA) – new construction, 110 units
MainStreet Winder (Winder, GA) - new construction, 64 units
MainStreet Braselton (Braselton, GA) – new construction, 80 units
Provision at Four Corners (Houston, TX) – new construction, 132 units
Provision at West Bellfort (Houston, TX) – new construction, 116 units
Provision at Melissa (Houston, TX) – new construction, 120 units
Provision at North Valentine (Hurst, TX) – new construction, 96 units
River View (Corpus Christi, TX) – new construction, 96 units
Bella Vista (Alton, TX) - new construction, 120 units
Riverstone (Corpus Christi, TX) - new construction, 60 units
Wyndham Pointe (Columbia, SC) - new construction, 180 units
Westchase Park (Fulton County, GA) - new construction, 224 units
Vineyards Browns Mill (Atlanta, GA) - new construction, 210 units
Brookside Park (Atlanta, GA) - new construction, 200 units
Orchard Walk (Decatur, GA) - acquisition rehab, 204 units
Lancaster Senior Village (Houston, TX) - new construction, 144 units
Las Palomas (McAllen, TX) – new construction, 122 units
Jackson Apartments (McAllen, TX) - new construction, 120 units
San Juan Mission Villas (San Antonio, TX) – new construction, 102 units
South Rice Apartments (Houston, TX) - new construction, 115 units
Willow Creek (Alvin, TX) – acquisition rehab, 128 units
Taylor Senior Village (Mission, TX) – new construction, 112 units
Patriot Park (Plano, TX) – new construction, 139 units
Coastal Bend Crossing (Aransas Pass, TX) – new construction, 80 units
Residences at Lake Waco (Waco, TX) – new construction, 90 units
Avenue at Sycamore Park (Fort Worth, TX) – new construction, 108 units
Dian Street Villas (Houston, TX) – new construction, 108 units
Taylor Farms (Dallas, TX) – new construction, 160 units
Hillside West (Dallas, TX) – new construction, 130 units
Millennium (McKinney, TX) – new construction, 164 units
Post Oak (McKinney, TX) – new construction, 182 units

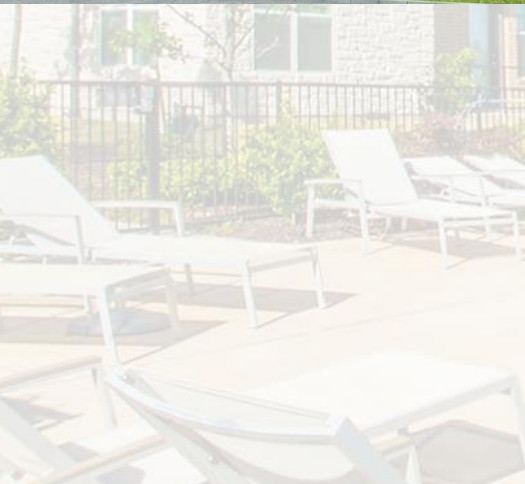
45+
developments



5,500+
units



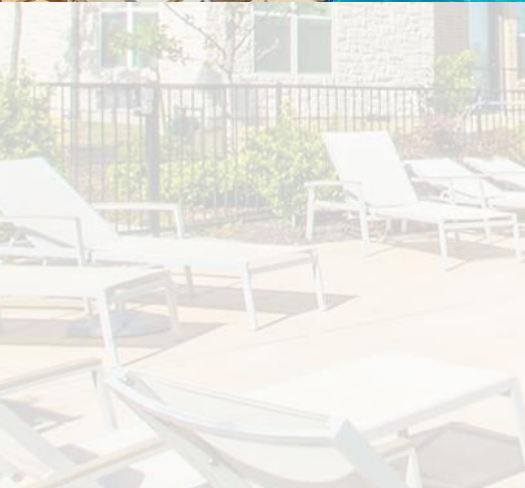
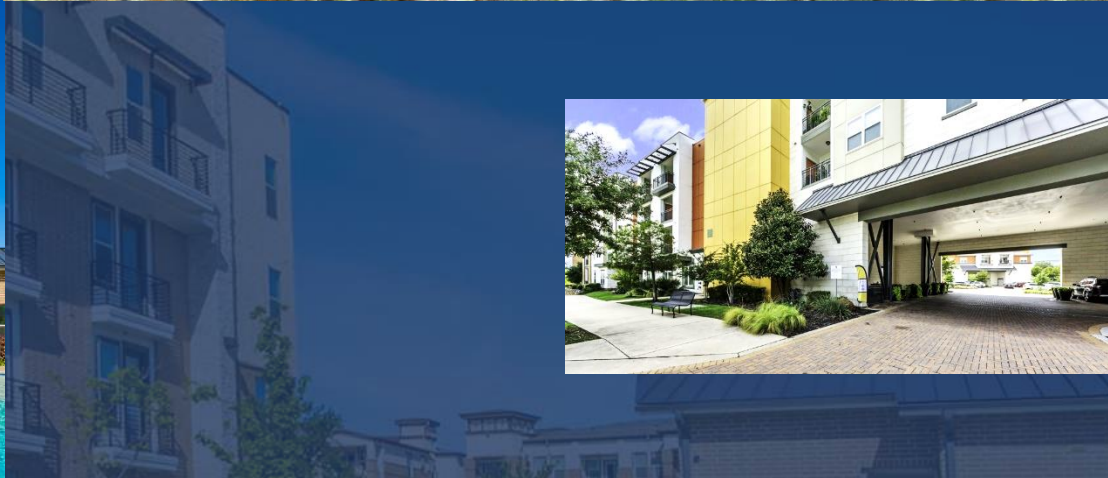
Our Exteriors



INTER-FAITH**GROUP**



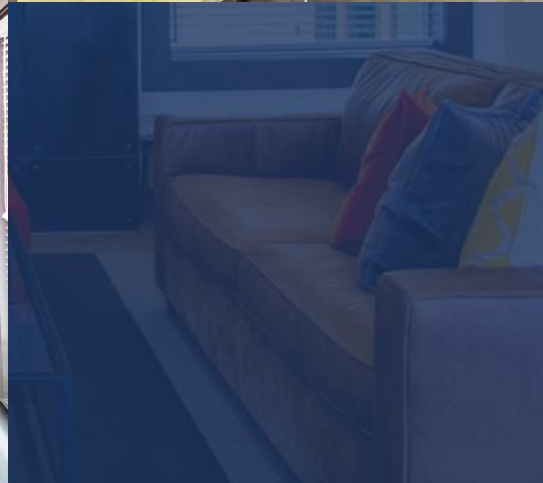
Our Exteriors



INTER-FAITH**GROUP**



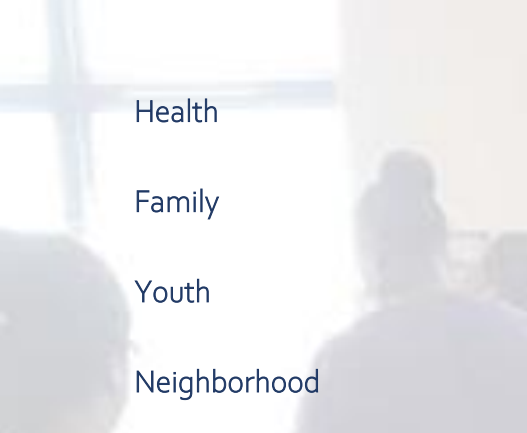
Our Interiors



INTER-FAITH**GROUP**



Our Resident Services



Health

Family

Youth

Neighborhood



Job

Career

Recreation

Social Services



At IFG, our people come first. Portfolio Resident Services, Inc. is a 501(c)3 non-profit organization whose mission is to provide quality living assistance to residents through select coaching and mentoring programs.



INTER-FAITH**GROUP**



Our Relationships



Providing quality multifamily housing and resident services requires a vast network of third-party experts and professionals who deliver the highest standards in architecture, law, construction, finance and charity. That is why the Inter-Faith Group prides itself on teamwork and engaging companies and organizations that are committed to positively impacting people, neighborhoods, and communities.



INTER-FAITH**GROUP**

Contact



Texas Inter-Faith Housing Corporation
Russ Michaels, Executive Director
3701 Kirby Drive, Suite 860
Houston, Texas 70798
212-960-3913
rmichaels@interfaithgroup.org

www.interfaithgroup.org



SuperUrban Realty Ventures, LLC
Jervon Harris, Manager
Houston, Texas
713-503-4477
jervonharris@yahoo.com



**Texas Department of Housing and Community Affairs
Multifamily Finance Division
Notification of Submission of Affordable Housing Applications**

January 21, 2021

The Honorable Getchen Fagan
Mayor of Tomball
401 Market St.
Tomball, TX 77375-4697

Re: Notification of Affordable Rental Housing Application(s) Proposed in Your City

Dear Mayor Fagan:

The Texas Department of Housing and Community Affairs (the "Department") is in receipt of a preliminary application(s) for possible funding through the Competitive Housing Tax Credit Program to develop or acquire affordable multifamily rental housing in your community.

This notification is made in accordance with Tex. Gov't Code §2306.1114 to ensure that you are fully informed of the housing activity in your city and so that you can provide input on the proposed application(s) if you so choose. The Department greatly values your views concerning the need for affordable rental housing within your community and how the proposed development(s) may address that need. Additionally, state law provides an opportunity for the applicable local jurisdiction (the city and/or county) to affect the scoring of an application by issuing a local resolution of support or neutrality in accordance with Tex. Gov't Code §2306.6710(b)(1)(B). In order to affect the scoring of an application within its jurisdiction, the local government resolution must be submitted on or before March 1, 2021, identify the specific development, and clearly state support or no objection. Once submitted, the resolution cannot be withdrawn or amended. More information can be found at 10 TAC §11.9(d)(1) of the 2021 Qualified Allocation Plan found at <https://www.tdhca.state.tx.us/multifamily/nofas-rules.htm> and suggested language for the resolution can be found at <https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>. You may also impact scoring through a Commitment of Development Funding by Local Political Subdivision. The criteria for the Commitment is found at 10 TAC §11.9(d)(2) of the 2021 QAP.

Should the applicant(s) submit a full application to the Department on or before March 1, 2021, the Department will notify you again with more detailed information about the proposed development and provide information related to general public comment including statewide hearings. The Department's mission is to administer its assigned programs efficiently, transparently, and lawfully and to invest its resources strategically while developing high quality affordable housing which allows Texas communities to thrive. Through our multifamily programs, the Department encourages the new construction or rehabilitation of affordable multifamily housing, primarily through private developers. These developments benefit Texans in your community by providing potential employment, local tax revenue, and affordable, safe, and high quality housing for eligible households.

If you have any questions or need additional information, please contact Michael Lyttle, Director of External Affairs, at 512.475.4542 or michael.lyttle@tdhca.state.tx.us.

Sincerely,

Marni Holloway

Marni Holloway
Director, Multifamily Finance



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800
Toll Free: 1-800-525-0657

Email: info@tdhca.state.tx.us
Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

Relevant Development Information as Presented by the Applicant:

Project Number: 21003
Development Name: Tomball Senior Village
Development Address: SEC of Medical Complex Dr. and SH 249
Development City: Tomball Development Zip: 77377 Region: 6
Regional Allocation: Rural Target Population: Elderly
Set Aside: ☒ Nonprofit ☐ USDA ☐ At-Risk
Construction Type: New Construction
Credit/ Funding Request: \$600,000
Total Low Income Units: 72 Total Market Rate Units: 8 Total Units: 80

Applicant Information:

Owner Contact: Jervon Harris
Owner Address: 5416 Palmer Street
Owner City: Houston Owner State: TX Owner Zip: 77004
Owner Phone: 713-503-4477
Owner Email: jervonharris@yahoo.com



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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 15, 2021

Topic:

Consideration to approve Zoning Case P21-010: Request by Daniel Valdez with META Planning + Design LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 34.4945 acres of land legally described as Reserve A & B Block 1 Peck Station, from the Planned Development (PD-6) District to the Planned Development (PD-15) District. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P21-010
- Adopt, on First Reading, Ordinance No. 2021-08, 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 31.7 acres of land, legally described as Reserve A & B Block 1 Peck Station, within the city of Tomball, Harris County, Texas, from the Planned Development (PD-6) District to the Planned Development (PD-15) District; said property being generally located on the west side of FM 2978 at Winfrey Lane; 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:

Origination: Daniel Valdez with META Planning + Design LLC

Recommendation:

City Staff recommends approval. Planning & Zoning Commission recommends approval (5-0)

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-08

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 31.7 ACRES OF LAND, LEGALLY DESCRIBED AS RESERVE A & B BLOCK 1 PECK STATION, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE PLANNED DEVELOPMENT (PD-6) DISTRICT TO THE PLANNED DEVELOPMENT (PD-15) DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE WEST SIDE OF FM 2978 AT WINFREY LANE; 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, Daniel Valdez with META Planning + Design LLC, has requested that approximately 31.7 acres of land, legally described as Reserve A & B Block 1 Peck Station, generally located on the west side of FM 2978 at Winfrey Lane, in 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 to allow for the construction of an age-restricted single-family residential subdivision; and

Whereas, the Planned Development application consists of an application for 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 rezoning of Planned Development (PD-15) District; and

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Planned Development (PD-6) District to the Planned Development (PD-15) District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Planned Development (PD-15) 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-15) District as described above.

Section 5. The Planned Development (PD-15) 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-15) 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 FEBRUARY 2021.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF MARCH 2021.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Revised 5/19/15
P&Z #P21-010
\$1,000

Reserves A & B, Blocks 1 & 2, Peck Station

Legal Description of Property: _____
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 135-663-001-0001, 135-663-001-0002 Acreage: 34.4945

Current Use of Property: Vacant

Proposed Use of Property: Single-family residential (age-restricted)

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  12/21/2020
Signature of Applicant Date

X  04Jan 2021
Signature of Owner Date



January 6, 2021

Mayor and City Council
City of Tomball
401 Market Street
Tomball, Texas 77375

Re: WINFREY TRACT PLANNED DEVELOPMENT

Dear Mayor and City Council,

On behalf of our client, ROC Homes/EPOC Communities, we are submitting the application for the creation of the Winfrey Tract Planned Development.

The developer intends to develop the 31-acre tract into an age-restricted single-family residential community. The tract is located west of Huffsmith-Kohrville Road (FM 2978), east of Snook Lane, north of East Main Street.

Below is a list of the items that are included with this submittal:

- 1) Completed application form
- 2) Copy of Recorded Peck Station Plat
- 3) Metes & Bounds descriptions that comprise the tract
- 4) Planned Development Text
- 5) Detailed Concept Plan
- 6) Open Space Plan
- 7) Tax statements showing all taxes paid (Harris County and Tomball ISD)

Feel free to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Valdez".

Dan Valdez
Enclosure

[illegible]

Exhibit “B” Planned Development Regulations

Exhibit B

Planned Development

31 Acre Winfrey Tract

A. Contents. This final development plan includes the following sections:

- General Provisions
- Land Uses
- Development Regulations for Single Family Lots and Reserves
- Amenities and Landscape Regulations
- Open Space and Trails

B. General Provisions

1. The planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other ordinances of the City in effect at the effective date of this PD Ordinance. If any provisions or regulations of any City ordinance applicable in the SF-6 (Standard Single Family Residential) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the SF-6 zoning district in effect on the effective date of this ordinance apply to this PD as through written herein, except to the extent the City regulation or provision conflicts with a provision in this ordinance.
2. Except as otherwise provided herein, the words used in this Planned Development have the meaning established by Section 50-2 (Definitions).
3. The PD shall be developed in accordance with the following exhibits that are attached to and made a part of this Final Development Plan:

Exhibit C – Concept Plan

Exhibit C1 – Landscape and Open Space Plan

4. As shown on Exhibit C, the PD encompasses 31.7 acres, located west of FM 2978, east of Snook Lane, north of East Main Street.

C. Land Uses.

1. SFR: Permitted land uses are listed below.

Use	SIC Code
Private Household Services	8811
Dwellings – Single Family	99 (Non-Classifiable)
Parks and Recreational Facilities, Public or Private	99 (Non-Classifiable)
Residential Sales Office (Temporary)	
Drill Site	
Well Site	
Wetlands	

D. Development Regulations for Single Family Lots and Reserves – Maximum 130 lots permitted.

The total lot count may vary from that shown in Exhibit C so long as it is generally in a configuration with what is shown on Exhibit C. See H. Minor Modifications for permitted variations to the land plan.

Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. The minimum lot width shall be 45 feet wide at building line.
2. Lots shown on Exhibit C
 - a. Minimum lots area:
 - i. 45' wide lots shall have a minimum area of 5,500 square feet.
 - b. Minimum lot width: 45 feet.
 - c. Minimum lot depth: 100 feet
 - d. Maximum lot coverage: 60% (lot coverage shall include building footprint only)
3. Minimum building setbacks:
 - a. Front yard: 20 feet; (measured along front building line)
 - b. Rear yard: 14 feet;
 - c. Side yard: 5 feet, 10 feet on street side of a corner lot.

Reserves within the PD shall be developed with the following regulations:

1. Minimum building setbacks
 - a. 10 feet; (measured along any adjoining right-of-way)

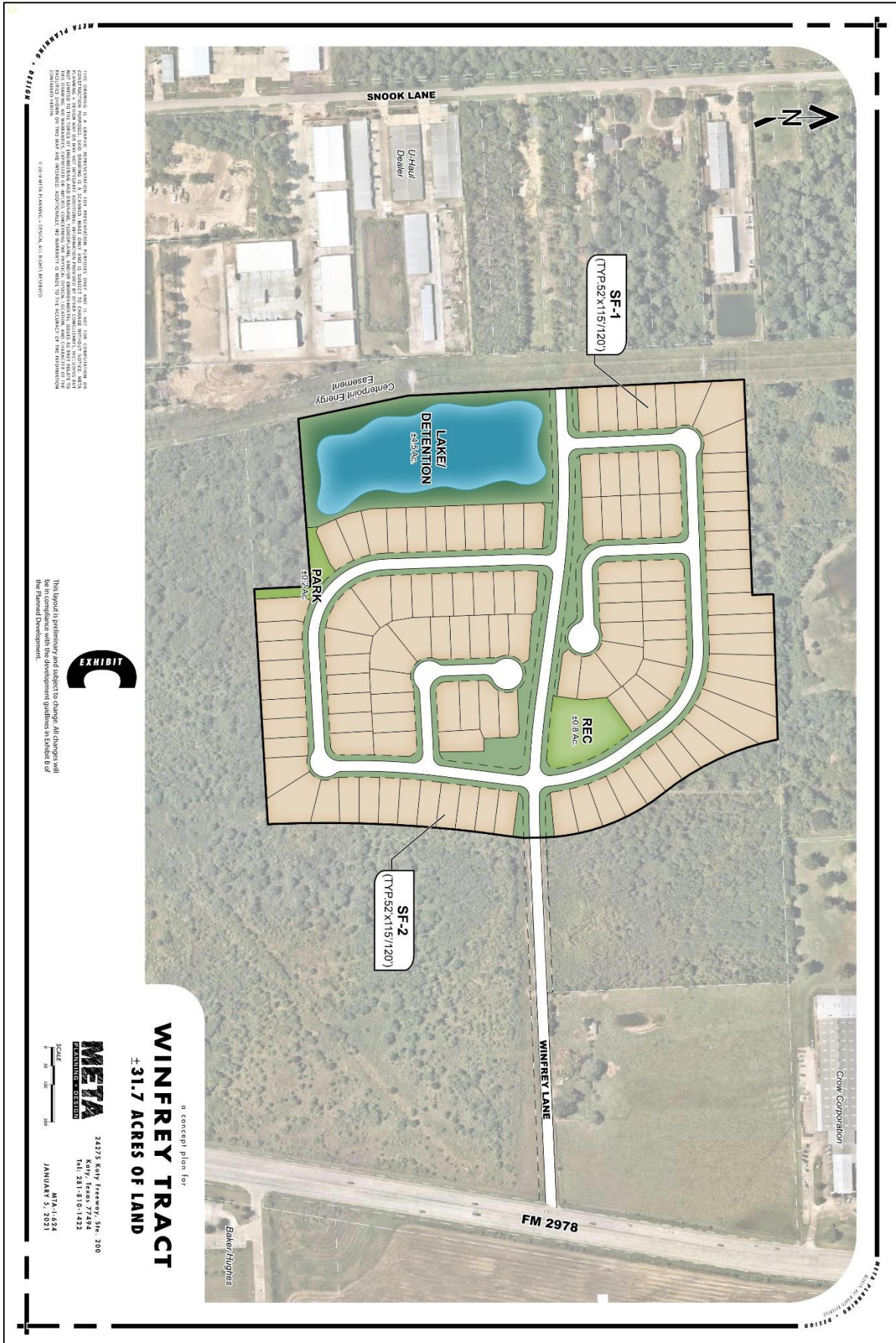
E. Amenities and Landscape Regulations – As shown on Exhibit C1, the PD shall be developed in accordance with the following landscape regulations:

1. Recreation site and amenities:
 - a. A minimum one-half (0.5) acre recreational reserve, located within the development, may include benches and trails, etc.
 - b. A minimum of 5, off-street parking spaces shall be provided at the recreation center. The off-street parking may be provided thru dedicated parking lot, parallel parking and/or a combination of both. At a minimum, one bicycle rack which will accommodate a minimum of five bicycles.
 - c. Amenities may include (but are not limited to):
 - Clubhouse
 - Swimming Pool
 - Pickleball

2. Landscape buffers:

- a. 10' foot minimum buffer shall be provided along all major and minor arterials contiguous to lot lines. As shown on Exhibit C1
 - b. 10-foot minimum buffer, contiguous to lot lines, shall be provided along entry street(s) and collector streets. As shown on Exhibit C1
 - c. Required buffers along major arterials and entry streets shall include one shade tree for each street frontage, or portion thereof, measured along the right-of-way line. The trees may be clustered or spaced linearly; they need to be placed evenly.
 - d. Required buffers may include trails.
3. Open Space:
- a. Minimum 15% space, to be distributed as shown on Exhibit C1
 - b. Open space shall include all landscape buffers, landscape reserves, open space reserves, parks, drill sites, detention, lakes, wetlands and well sites.
 - c. At a minimum 1 acre shall be provided as parks (total park acreage may be divided among multiple sites within the PD)
 - d. All required open space shall be owned and maintained by the Homeowners Association and shall be accessible to all residents within the PD's Homeowner's association. Exhibit C1
- F. Minor Modifications** –The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance to the applicable Tomball Codes and this Ordinance and approved by the Community Development Director.
- 1. Modifications to internal street patterns are allowed.
 - 2. Modifications to the location of land uses, provide that such relocations meet the minimum area and land use regulations set forth within in this document.
 - 3. Modifications to lot sizes are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
 - 4. Modifications to the total acreage provided for each land use set for in Exhibit C are allowed, provided that the modification or series of modifications, shall not result in a net change of greater than 10% in each land use.

Exhibit “C” Concept Plan



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



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 8, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 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 P20-420: Request by Sam Dawoudi to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District. The property is generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Zoning Case P20-442: Request by Joshua Bezzell to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acres of land legally described as Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District. The property is generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas.

Zoning Case P21-010: Request by Daniel Valdez with META Planning + Design LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 34.4945 acres of land legally described as Reserve A & B Block 1 Peck Station, from the Planned Development (PD-6) District to the Planned Development (PD-15) District. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

Zoning Case P21-011: Request by David Weekley Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 13.4 acres of land legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District. The property is generally located on the south side of Brown Road between SH 249 and Quinn Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be

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

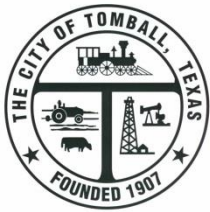
C E R T I F I C A T I O N

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

Amelia Lindley

Amelia Lindley
City Planner

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



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: P21-010

APPLICANT/OWNER: Daniel Valdez with META Planning + Design

LOCATION: Generally located on the west side of FM 2978 at Winfrey Lane, 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 34.4945 acres of land legally described as Reserve A & B Block 1 Peck Station, from the Planned Development (PD-6) District to the Planned Development (PD-15) District.

CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@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, February 8, 2021 6:00 PM**

**City Council Public Hearing:
*Monday, February 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.

Amelia Lindley

From: Damon P. Palermo <dpalermo@palermocrea.com>
Sent: Thursday, February 4, 2021 12:37 PM
To: Amelia Lindley
Cc: Jerry Hayley; Ronnie Dark
Subject: Re: Planning & Zoning Commission Public Hearing, Case #P21-010

Amelia - good afternoon. Can you accept this email as ownership's support of the proposed zoning change to PD-15 contingent upon the sale of the property? Or should I mail in the notice response?

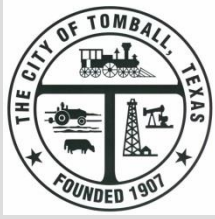
Thank you,

Damon Palermo
2978 Panormus, LP

From: Damon P. Palermo
Sent: Tuesday, February 2, 2021 2:24 PM
To: Jerry Hayley <jahayley64@gmail.com>
Subject: Planning & Zoning Commission Public Hearing
When: Monday, February 8, 2021 6:00 PM-7:30 PM.
Where: 401 Market Street, Tomball, TX

Case number P21-010

Applicant: Daniel Valdez with META planning
Proposal: Rezoning to amend Chapter 50 (zoning) of the Tomball Code of Ordinances from Planned Development (PD-6) District to the Planned Development (PD-15) District.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: February 8, 2021

City Council Public Hearing Date: February 15, 2021

Rezoning Case: P21-010

Property Owner(s): 2978 Panormus, LP – Damon Palermo

Applicant(s): Daniel Valdez – META Planning + Design LLC

Legal Description: Reserve A & B Block 1 Peck Station

Location: West side of FM 2978 at Winfrey Lane (Exhibit “A”)

Area: 31.7 acres

Comp Plan Designation: Corridor Commercial (Exhibit “B”)

Present Zoning and Use: Planned Development (PD-6) District (Exhibit “C”) / Undeveloped (Exhibit “D”)

Proposed Use(s): Single-family residential subdivision (age-restricted) (Exhibit “E”)

Request: Rezone from the Planned Development (PD-6) District to the Planned Development (PD-15) District

Adjacent Zoning & Land Uses:

North: Single-Family 9 District / Undeveloped

South: Single-Family 9 District / Undeveloped

West: Single-Family 9 and Commercial Districts / Center Point highline, undeveloped property, office/warehouse facility

East: Single-Family 9 and Commercial Districts / Undeveloped

ANALYSIS

The property is zoned Planned Development (PD-6) District. Surrounding properties are zoned, Commercial, and Single-Family 9 District. Surrounding land uses include mostly undeveloped property, a Center Point highline, a metal fabricator facility and an office/warehouse facility on Snook Lane.

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

“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, views, 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.”

According to the Planned Development Application (Exhibit “E”) and the development regulations, the proposed Planned Development will be an age-restricted single-family residential community with a maximum number of 130 lots, and will include amenities such as a recreational reserve with benches and trails. Other potential amenities may include a clubhouse, swimming pool and/or pickle ball court.

The property is designated as Corridor Commercial by the Comprehensive Plan Future Land Use Map. This “category is intended for predominantly nonresidential uses along high-traffic, regionally-serving thoroughfares”. While Planned Development Districts are appropriate in this category, the proposed single-family residential development does not meet the intent of the Corridor Commercial designation. However, this site does not have direct access to FM 2978, but rather has access from a collector street, Winfrey Lane. Additionally, there is mostly undeveloped property surrounding the site and it is believed these properties will be developed as retail/commercial, which will allow for an opportunity for pedestrian accommodations for the residents.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper on January 27, 2021. Property owners within 200 feet of the project site were mailed notification of this proposal on January 28, 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 recommends approval of Zoning Case P21-010.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Planned Development Application, Regulations and Concept Plan

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

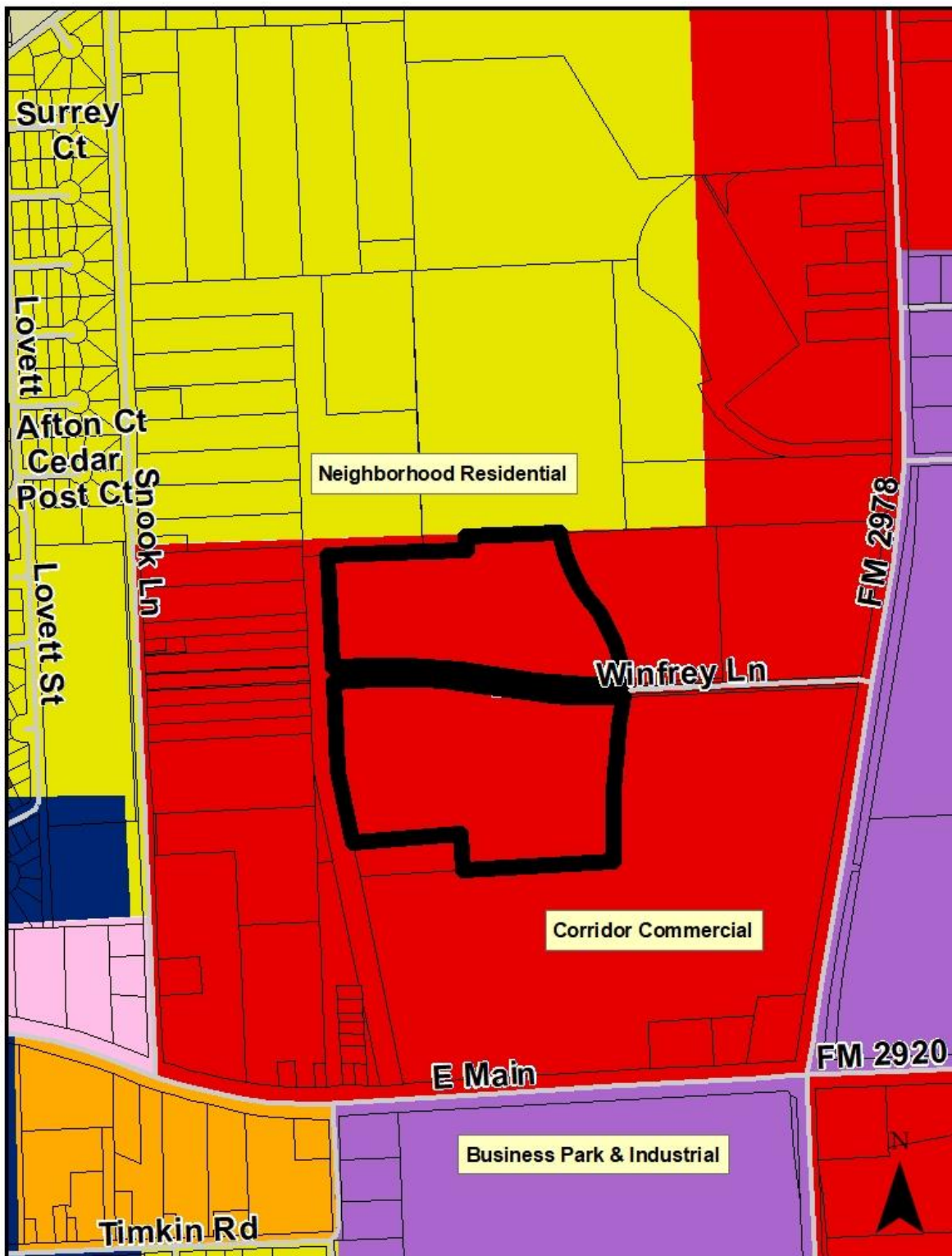
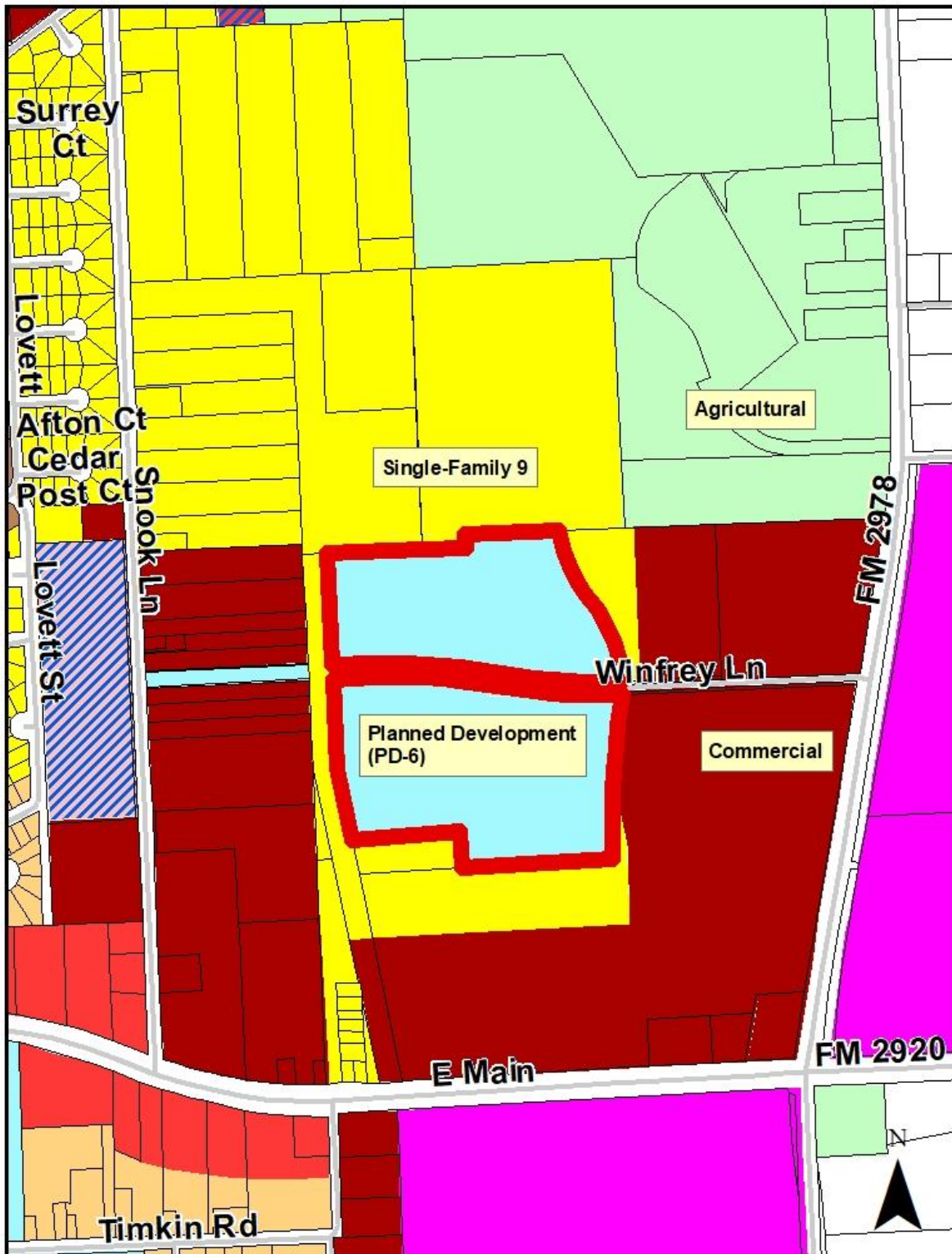


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



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: Dan Valdez - META Planning + Design LLC Title: Senior Planner
Mailing Address: 24275 Katy Freeway, Suite 200 City: Katy State: Texas
Zip: 77494
Phone: (281) 810-1422 Fax: () Email: dvaldez@metaplanningdesign.com

Owner

Name: 2978Panormus, LP -DamonPalermo Title: _____
Mailing Address: 10200GrogansMill Rd Ste 550 City: Spring State: TX
Zip: 77380
Phone: (713) 816-0001 Fax: (____) _____ Email: dpalermo@palermocrea.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: ±34.4945 Acre Single-family residential community

Physical Location of Property: West of Huffsmith-Kohrville Road (FM 2978), East of Snook Lane, North of E Main Street
[General Location – approximate distance to nearest existing street corner]

Reserves A & B, Blocks 1 & 2, Peck Station

Legal Description of Property: _____
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 135-663-001-0001, 135-663-001-0002 Acreage: 34.4945

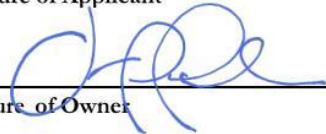
Current Use of Property: Vacant

Proposed Use of Property: Single-family residential (age-restricted)

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  12/21/2020
Signature of Applicant Date

X  04Jan 2021
Signature of Owner Date



January 6, 2021

Mayor and City Council
City of Tomball
401 Market Street
Tomball, Texas 77375

Re: WINFREY TRACT PLANNED DEVELOPMENT

Dear Mayor and City Council,

On behalf of our client, ROC Homes/EPOC Communities, we are submitting the application for the creation of the Winfrey Tract Planned Development.

The developer intends to develop the 31-acre tract into an age-restricted single-family residential community. The tract is located west of Huffsmith-Kohrville Road (FM 2978), east of Snook Lane, north of East Main Street.

Below is a list of the items that are included with this submittal:

- 1) Completed application form
- 2) Copy of Recorded Peck Station Plat
- 3) Metes & Bounds descriptions that comprise the tract
- 4) Planned Development Text
- 5) Detailed Concept Plan
- 6) Open Space Plan
- 7) Tax statements showing all taxes paid (Harris County and Tomball ISD)

Feel free to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Valdez".

Dan Valdez
Enclosure

24275 Katy Freeway, Suite 200 | Katy, Texas 77494 | 281-810-1422

**STATE OF TEXAS
COUNTY OF HARRIS
RESERVE "A"**

A 18.2541 ACRE TRACT OF LAND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, AND BEING ALL OF RESERVE "A" OF PECK STATION, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 666109 OF THE HARRIS COUNTY MAP RECORDS, SAID 18.2541 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found in the South limit of Winfrey Lane (based on a 60 foot wide public right-of-way) for the Northeast corner of said Reserve "A" and the herein described tract of land;

THENCE along the East limit of said Reserve "A", in a Southerly direction along a curve to the right having a Radius of 539.35 feet, an Arc Length of 33.14 feet and a Chord which bears South 06°38'20" West, a distance of 33.13 feet to a 5/8 inch iron rod with cap found for the point of tangency of a curve to the left;

THENCE continuing along the East limit of said Reserve "A", in a Southerly direction along a curve to the left having a Radius of 3,434.21 feet, an Arc Length of 654.38 feet and a Chord which bears South 02°56'25" West, a distance of 653.39 feet to a 5/8 inch iron rod with cap found for the Southeast corner of said Reserve "A" and the herein described tract of land;

THENCE South 86°41'11" West, along the South line of said Reserve "A", a distance of 630.10 feet to a 3/8 inch iron rod found for the Southern most Southwest corner of said Reserve "A" and the herein described tract of land;

THENCE North 02°59'18" West, along the Southern most West line of said Reserve "A", a distance of 151.24 feet to a 3/8 inch iron rod found for an interior corner of said Reserve "A" and the herein described tract of land;

THENCE South 86°25'47" West, along the Northern most South line of said Reserve "A", a distance of 449.12 feet to a 5/8 inch iron rod found for the Western most Southwest corner of said Reserve "A" and the herein described tract of land;

THENCE North 11°37'05" West, along the West line of said Reserve "A", a distance of 299.27 feet to a 5/8 inch iron rod found for an angle point in the West line of said Reserve "A" and the herein described tract of land;

THENCE North 02°22'42" West, continuing along the West line of said Reserve "A", a distance of 374.67 feet to a point located in the said South limit of Winfrey Lane, said point being the Northwest corner of said Reserve "A" and the herein described tract of land;

THENCE North 87°36'50" East, along the South limit of Winfrey Lane, a distance of 173.23 feet to the point of tangency of a curve to the right;

THENCE continuing along the South limit of Winfrey Lane, in an Easterly direction along a curve to the right having a Radius of 1,970.00 feet, an Arc Length of 350.16 feet and a Chord which bears South 87°17'38" East, a distance of 349.70 feet to the point of tangency;

THENCE South 82°12'07" East, continuing along the South limit of Winfrey Lane, a distance of 313.95 feet to the point of tangency of a curve to the left;

THENCE continuing along the South limit of Winfrey Lane, in an Easterly direction along a curve to the left having a Radius of 2,030.00 feet, an Arc Length of 363.80 feet and a Chord which bears South 87°20'09" East, a distance of 363.31 feet to the point of tangency;

THENCE North 87°31'48" East, continuing along the South limit of Winfrey Lane, a distance of 1.99 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 18.2541 Acres, or 795,147 Square Feet of land.


PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374
 **TETRA**
SURVEYS & APPRAISALS
5304 ASHBROOK DR.
HOUSTON, TEXAS 77081
(P) 713-462-6100 (F) 713-432-1003
E-MAIL: SURVEY@TSATX.COM
www.TSATX.com
Texas Board Of Professional Land Surveying
Registration/License No. 10127500



**STATE OF TEXAS
COUNTY OF HARRIS
RESERVE "B"**

A 13.4708 ACRE TRACT OF LAND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, AND BEING ALL OF RESERVE "B" OF PECK STATION, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 666109 OF THE HARRIS COUNTY MAP RECORDS, SAID 13.4708 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found in the North limit of Winfrey Lane (based on a 60 foot wide public right-of-way) for the Southeast corner of said Reserve "B" and the herein described tract of land;

THENCE South 87°31'48" West, along the North limit of Winfrey Lane, a distance of 6.35 feet to the point of tangency of a curve to the right;

THENCE continuing along the North limit of said Winfrey Lane, in a Westerly direction along a curve to the right having a Radius of 1,970.00 feet, an Arc Length of 352.57 feet and a Chord which bears North 87°20'09" West, a distance of 352.57 feet to the point of tangency;

THENCE North 82°12'07" West, continuing along the North limit of said Winfrey Lane, a distance of 313.95 feet to the point of tangency of a curve to the left;

THENCE continuing along the North limit of said Winfrey Lane, in a Westerly direction along a curve to the left having a Radius of 2,030.00 feet, an Arc Length of 360.83 feet and a Chord which bears North 87°17'38" West, a distance of 360.35 feet to the point of tangency;

THENCE South 87°36'50" West, continuing along the North limit of said Winfrey Lane, a distance of 173.22 feet to a point located in the North limit of said Winfrey Lane, said point being the Southwest corner of said Reserve "B" and the herein described tract of land;

THENCE North 02°22'42" West, along the West line of said Reserve "B", a distance of 466.58 feet to a 5/8 inch iron rod with cap found for the Western most Northwest corner of said Reserve "B" and the herein described tract of land;

THENCE North 87°32'29" East, along the Southern most North line of said Reserve "B", a distance of 577.04 feet to a Bolt found for an interior corner of said Reserve "B" and the herein described tract of land;

THENCE North 02°09'44" West, along the Northern Most West line of said Reserve "B", a distance of 56.44 feet to a 3/8 inch iron rod found for the Northern most Northwest corner of said Reserve "B" and the herein described tract of land;

THENCE North 88°14'01" East, along the North line of said Reserve "B", a distance of 388.64 feet to a 5/8 inch iron rod with cap found for the Northeast corner of said Reserve "B" and the herein described tract of land;

THENCE along the East line of said Reserve "B", in a Southerly direction along a curve to the left having a Radius of 720.64 feet, an Arc Length of 341.22 feet and a Chord which bears South 24°53'42" East, a distance of 338.04 feet to a 5/8 inch iron rod with cap found for the point of tangency with a curve to the right;

THENCE continuing along the East line of said Reserve "B", in an Southerly direction along a curve to the right having a Radius of 539.35 feet, an Arc Length of 347.78 feet and a Chord which bears South 19°59'15" East, a distance of 341.78 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 13.4708 Acres, or 586,789 Square Feet of land.


PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374
 **TETRA**
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Texas Board Of Professional Land Surveying
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Exhibit B

Planned Development

31 Acre Winfrey Tract

A. Contents. This final development plan includes the following sections:

- General Provisions
- Land Uses
- Development Regulations for Single Family Lots and Reserves
- Amenities and Landscape Regulations
- Open Space and Trails

B. General Provisions

1. The planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other ordinances of the City in effect at the effective date of this PD Ordinance. If any provisions or regulations of any City ordinance applicable in the SF-6 (Standard Single Family Residential) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the SF-6 zoning district in effect on the effective date of this ordinance apply to this PD as through written herein, except to the extent the City regulation or provision conflicts with a provision in this ordinance.
2. Except as otherwise provided herein, the words used in this Planned Development have the meaning established by Section 50-2 (Definitions).
3. The PD shall be developed in accordance with the following exhibits that are attached to and made a part of this Final Development Plan:

Exhibit C – Concept Plan

Exhibit C1 – Landscape and Open Space Plan

4. As shown on Exhibit C, the PD encompasses 31.7 acres, located west of FM 2978, east of Snook Lane, north of East Main Street.

C. Land Uses.

1. SFR: Permitted land uses are listed below.

Use	SIC Code
Private Household Services	8811
Dwellings – Single Family	99 (Non-Classifiable)
Parks and Recreational Facilities, Public or Private	99 (Non-Classifiable)
Residential Sales Office (Temporary)	
Drill Site	
Well Site	
Wetlands	

- D. **Development Regulations for Single Family Lots and Reserves** – Maximum 130 lots permitted. The total lot count may vary from that shown in Exhibit C so long as it is generally in a configuration with what is shown on Exhibit C. See H. Minor Modifications for permitted variations to the land plan.

Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. The minimum lot width shall be 45 feet wide at building line.
2. Lots shown on Exhibit C
 - a. Minimum lots area:
 - i. 45' wide lots shall have a minimum area of 5,500 square feet.
 - b. Minimum lot width: 45 feet.
 - c. Minimum lot depth: 100 feet
 - d. Maximum lot coverage: 60% (lot coverage shall include building footprint only)
3. Minimum building setbacks:
 - a. Front yard: 20 feet; (measured along front building line)
 - b. Rear yard: 14 feet;
 - c. Side yard: 5 feet, 10 feet on street side of a corner lot.

Reserves within the PD shall be developed with the following regulations:

1. Minimum building setbacks
 - a. 10 feet; (measured along any adjoining right-of-way)
- E. **Amenities and Landscape Regulations** – As shown on Exhibit C1, the PD shall be developed in accordance with the following landscape regulations:
1. Recreation site and amenities:
 - a. A minimum one-half (0.5) acre recreational reserve, located within the development, may include benches and trails, etc.
 - b. A minimum of 5, off-street parking spaces shall be provided at the recreation center. The off-street parking may be provided thru dedicated parking lot, parallel parking and/or a combination of both. At a minimum, one bicycle rack which will accommodate a minimum of five bicycles.
 - c. Amenities may include (but are not limited to):
 - Clubhouse
 - Swimming Pool
 - Pickleball

2. Landscape buffers:

- a. 10' foot minimum buffer shall be provided along all major and minor arterials contiguous to lot lines. As shown on Exhibit C1
 - b. 10-foot minimum buffer, contiguous to lot lines, shall be provided along entry street(s) and collector streets. As shown on Exhibit C1
 - c. Required buffers along major arterials and entry streets shall include one shade tree for each street frontage, or portion thereof, measured along the right-of-way line. The trees may be clustered or spaced linearly; they need to be placed evenly.
 - d. Required buffers may include trails.
3. Open Space:
- a. Minimum 15% space, to be distributed as shown on Exhibit C1
 - b. Open space shall include all landscape buffers, landscape reserves, open space reserves, parks, drill sites, detention, lakes, wetlands and well sites.
 - c. At a minimum 1 acre shall be provided as parks (total park acreage may be divided among multiple sites within the PD)
 - d. All required open space shall be owned and maintained by the Homeowners Association and shall be accessible to all residents within the PD's Homeowner's association. Exhibit C1
- F. Minor Modifications** –The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance to the applicable Tomball Codes and this Ordinance and approved by the Community Development Director.
- 1. Modifications to internal street patterns are allowed.
 - 2. Modifications to the location of land uses, provide that such relocations meet the minimum area and land use regulations set forth within in this document.
 - 3. Modifications to lot sizes are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
 - 4. Modifications to the total acreage provided for each land use set for in Exhibit C are allowed, provided that the modification or series of modifications, shall not result in a net change of greater than 10% in each land use.



THIS PLANNING IS A PRELIMINARY DESIGN FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSES.

0.2319 ACRES PLANNING - DESIGN AND CONSTRUCTION SERVICES

This layout is preliminary and subject to change. All changes will be in compliance with the development guidelines in Exhibit B of the Planned Development.

EXHIBIT C1

MEHA
2427 S. Kuy Parkway, Ste. 200
Austin, TX 78744
Tel: (202) 810-1442
MHA-1494
JANUARY 5, 2021

SCALE
0 50 100 200

WINFREY TRACT ± 31.7 ACRES OF LAND

on open space for



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 15, 2021

Topic:

Consideration to approve Zoning Case P20-442: Request by Joshua Bezzell to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acres of land legally described as Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District. The property is generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P20-442
- Adopt, on First Reading, Ordinance No. 2021-09, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 5 acres of land legally described Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District, said property being generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends approval (5-0)

Origination: Joshua Buzzell

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-09

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 5 ACRES OF LAND LEGALLY DESCRIBED LOT 280 TOMBALL OUTLOTS, FROM THE SINGLE-FAMILY 20 ESTATE DISTRICT TO THE COMMERCIAL DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED ON THE EAST SIDE OF PITCHFORD ROAD AT 1333 PITCHFORD ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Joshua Buzzell has requested that approximately 5 acres of land legally described as Lot 280 Tomball Outlots, generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

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

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Single-Family 20

Estate District to the Commercial 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 Commercial District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

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

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

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

FIRST READING:

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

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF MARCH 2021.

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

COUNCILMAN QUINN

ATTEST:

Gretchen Fagan, Mayor

Doris Speer, City Secretary

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



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 8, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 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 P20-420: Request by Sam Dawoudi to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District. The property is generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Zoning Case P20-442: Request by Joshua Bezzell to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acres of land legally described as Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District. The property is generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas.

Zoning Case P21-010: Request by Daniel Valdez with META Planning + Design LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 34.4945 acres of land legally described as Reserve A & B Block 1 Peck Station, from the Planned Development (PD-6) District to the Planned Development (PD-15) District. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

Zoning Case P21-011: Request by David Weekley Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 13.4 acres of land legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District. The property is generally located on the south side of Brown Road between SH 249 and Quinn Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be

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

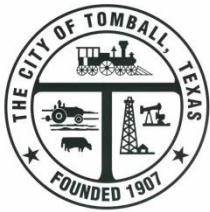
C E R T I F I C A T I O N

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

Amelia Lindley

Amelia Lindley
City Planner

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



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: P20-442

APPLICANT/OWNER: Joshua Buzzell

LOCATION: Generally located on the east side of Pitchford Road at 1333 Pitchford 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 5 acres of land legally described as Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District.

CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@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.

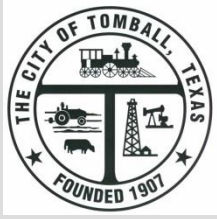


**Planning & Zoning Commission
Public Hearing:
Monday, February 8, 2021 6:00 PM**

**City Council Public Hearing:
*Monday, February 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.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: February 8, 2021

City Council Public Hearing Date: February 15, 2021

Rezoning Case: P20-442

Property Owner(s): Joshua Buzzell / Edwin Escobar / Regal Pools

Applicant(s): Joshua Buzzell

Legal Description: Lot 280 Tomball Outlots

Location: East side of Pitchford Road at 1333 Pitchford Road (Exhibit “A”)

Area: 5 acres

Comp Plan Designation: Business Park and Industrial (Exhibit “B”)

Present Zoning and Use: Single-Family 20 Estate District (Exhibit “C”) / Undeveloped (Exhibit “D”)

Proposed Use(s): Office/warehouse (Exhibit “E”)

Request: Rezone from the Single-Family 20 Estate Districts to the Commercial District

Adjacent Zoning & Land Uses:

North: Manufactured Home Park District / Manufactured Home Park (Sutton Place Park)

South: Single-Family 20 Estate District / Single-family residence

West: Single-Family 20 Estate District / Single-family residence

East: Single-Family 20 Estate District / Undeveloped

BACKGROUND

In January 2021, City staff met with the applicant to discuss the development of an office/warehouse on the subject site.

ANALYSIS

The subject site is approximately 5 acres of land. The applicant, Joshua Buzzell, on behalf of Regal Pools, plans to develop an office and storage facility. The subject site is zoned Single-Family 20 Estate District and currently has a metal building on it, but is mostly undeveloped. Surrounding properties are zoned Manufactured Home Park to the north, Single-Family 20 Estate to the south, east and west. Surrounding properties in the area include a few single-family residences and Sutton Place Park, a manufactured home park.

The Commercial Zoning District is “intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar commercial uses”. The proposed use appears to meet the goals of the Commercial District general purpose.

The property is designated as Business Park and Industrial by the City’s Comprehensive Plan Future Land Use Map. This category is intended for “office, warehousing, light manufacturing (with indoor operations), brewers/distilleries, equipment sales, contractor services, and corporate campuses”. The Commercial District is compatible in this Future Land Use category.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper on January 27, 2021. Property owners within 200 feet of the project site were mailed notification of this proposal on January 28, 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 recommends approval of Zoning Case P20-442.

EXHIBITS

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

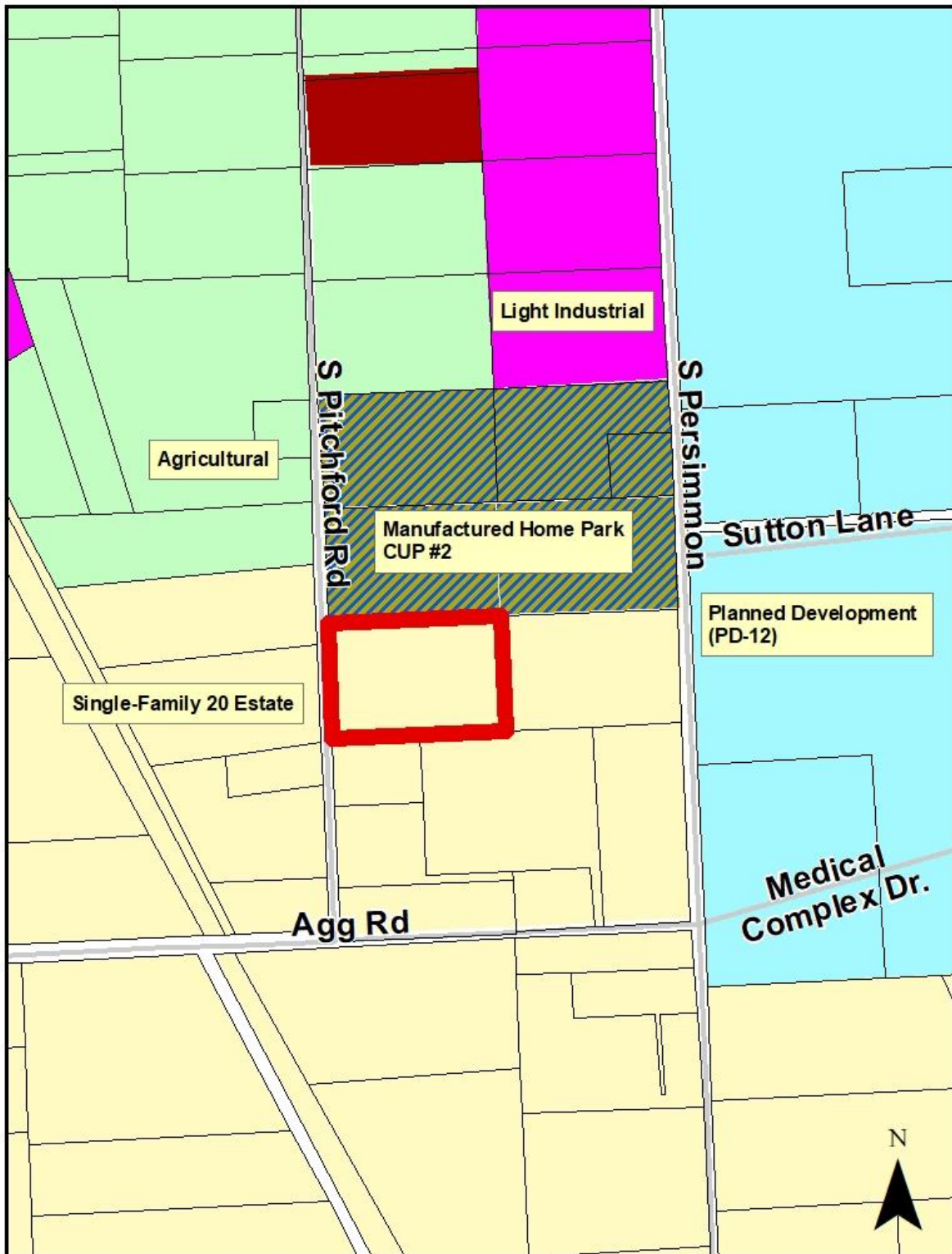
Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan



Exhibit "C"
Zoning Map

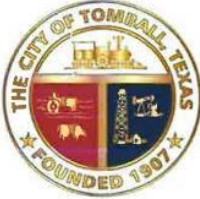


**Exhibit “D”
Site Photo**



Exhibit "E"
Rezoning Application

RECEIVED (KC)
01/04/2021 8:59:33 AM



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

Revised: 4/13/2020
P&Z Case #P20-442
\$450.00 PD

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: Joshua Buzzell Title: OWNER
Mailing Address: 9930 Boudreaux Rd City: Tomball State: TX
Zip: 77375 Contact: Josh Buzzell
Phone: (713) 344-5344 Email: Joshua C Regal Pool Design.com

Owner

Name: Joshua Buzzell / EDWIN ESCOBAR / Regal Pools Title: _____
Mailing Address: 9930 Boudreaux Rd City: Tomball State: TX
Zip: 77375 Contact: Josh Buzzell
Phone: () Email: _____

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: () Fax: () Email: _____

Description of Proposed Project: Small office Building For Pool Company

Physical Location of Property: 1333 Pitchford Rd. Tomball, TX 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: LT 280 Tomball Outlots
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Residential

Current Use of Property: N/A

Proposed Zoning District: Commercial

Proposed Use of Property: To Build out Small office + Storage for Pool Company

HCAD Identification Number: 0352880000410 **Acreage:** 5.0017 Acres

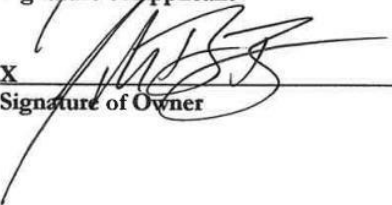
City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

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  12/28/20
Signature of Applicant Date

X  12/28/20
Signature of Owner Date

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

DATE : 12/30/2020 12:44 PM
OPER : DR
TKBY : dr
TERM : 6
REC# : R01247416

130.0000 PLANNING AND ZONING 450.00
1333 pitchford rd rezoning app regal poo

Paid By:1333 pitchford rd rezoning app r
2-CK 450.00 REF:w3712

APPLIED	450.00
TENDERED	450.00
CHANGE	0.00



9930 Boudreaux Rd. Tomball, TX 77375
P: 281-251-0044
F: 832-953-2902
info@regalpooldesign.com

12-28-20

To whom it may concern,

The reason for the requests to re-zone this property into a commercial zone is due to the fact our growing company needs more storage space to operate. We currently have our headquarters at 9930 Boudreaux Rd. Tomball, TX 77375. We have our sales / design / build division from that office. This property at 1333 Pitchford Rd. Tomball 77375 would be used for our service / cleaning department. Traffic would be minimal, and we plan to keep a lot of the forestation on the outer edges of property for screening / security. Our infrastructure will be at a minimum.

God Bless,



Creative Designs.

Passionate People.

Quality Life.



JOSHUA BUZZELL, SWD, IWI

☎ 713.344.5344

✉ joshua@regalpooldesign.com

🌐 www.regalpooldesign.com



Notes:

1. Basis of bearings: Recorded Deed.
2. Property subject to a 30 foot pipeline easement granted to Exxon Corporation said 30 foot pipeline easement being centered on the pipeline shown. Deed of record not found.
3. Residual of Outlot 283 is subject to a 30 foot wide pipeline easement granted to Exxon Corporation as described in deed recorded in CF No. F-92224, R.P.R.H.C.T.

This property lies within ZONE 'X' as SCALED from FEMA Map Panel Number 4820C0230-L dated June 18, 2007.

This determination is made strictly according to the FEMA Maps and does not reflect actual on ground flood conditions. Furthermore, this company takes no responsibility for such.

---X--- WIRE FENCE

PITCHFORD ROAD
30' R.O.W.



Being a 5.002 acre tract of land, situated in the Jesse Pruitt Survey, Abstract Number 629, of Harris County, Texas, and being the same land called 5.0017 acres, described in deed recorded in Clerk's File Number 2006-0074369 of the Real Property Records of Harris County, Texas, and being known as Outlot 280 of the CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 4, Page 75 of the Map Records of Harris County, Texas; said 5.002 acres being more particularly described by metes and bounds attached.

Date: July 18, 2008	CF No. 86124595
Job No. 08-0272	Scale: 1" = 120'
Address: 1333 Pitchford Road	Drawn By: JCM
City, State: Tomball, Texas	Zip: 77375
Rev: 0	

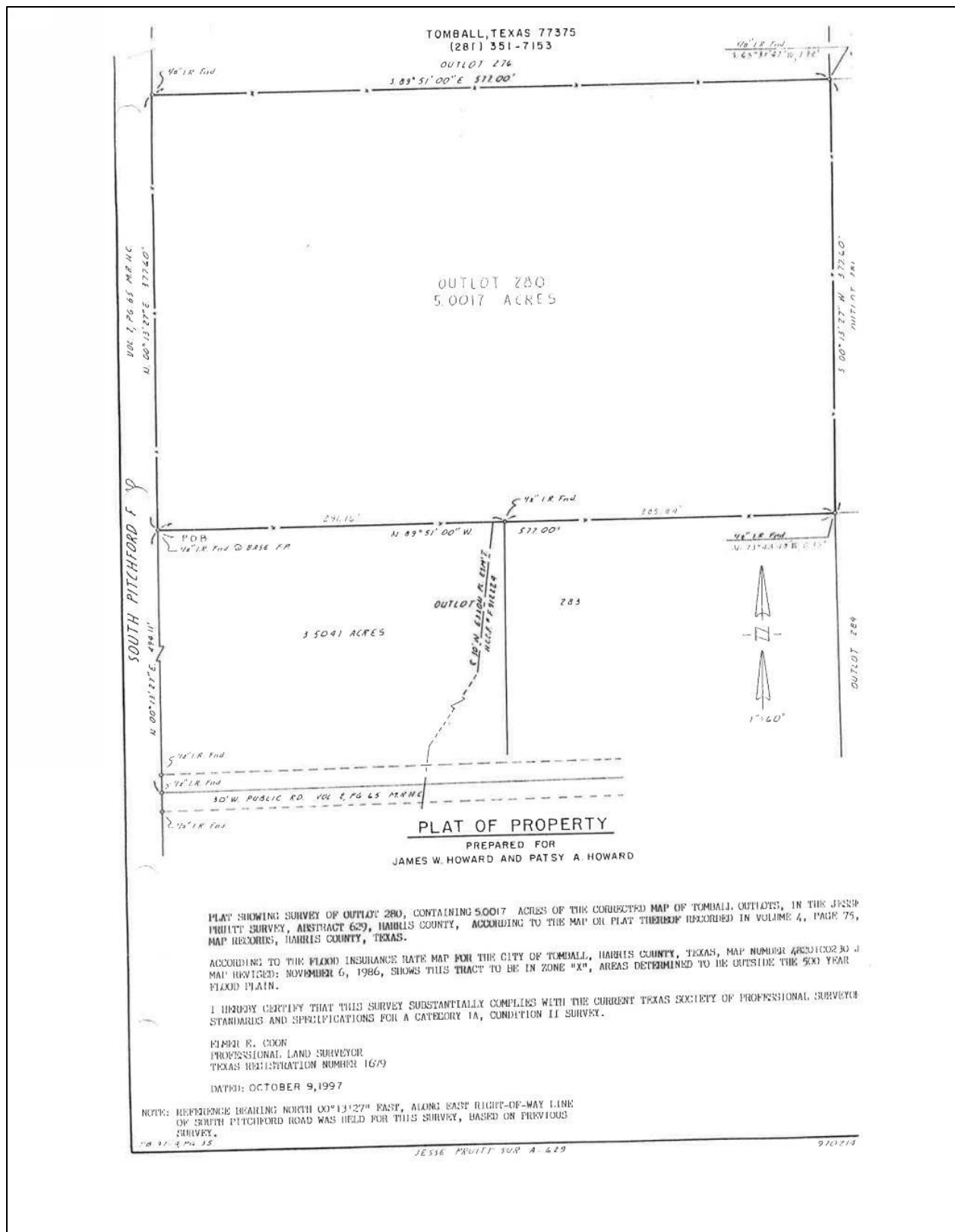
C & C Surveying, Inc.
7424 P.M. 1488, Suite A, Magnolia, Texas 77354
Office: 281-259-4377 Metro: 281-356-5172
Fax: 281-356-1935



Certified To: Stewart Title Company
Client: Roddy J. Svedin & Kimberley L. Svetlik

I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SURVEY CONFORMS TO THE TERMS, SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY III SURVEY, AND THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN.

Steven L. Crews
Steven L. Crews RPLS # 4141



C & C Surveying, Inc.

7424 F.M. 1488, Suite A
Magnolia, Texas 77354

Office: 281-259-4377 Metro: 281-356-5172 Metro Fax: 281-356-1935

Metes and Bounds

5.002 Acres

Jesse Pruitt Survey, A-629

Harris County, Texas

Being a 5.002 acre tract of land situated in the Jesse Pruitt Survey, Abstract Number 629, of Harris County, Texas, and being the same land called 5.0017 acres described in deed recorded in Clerk's File Number 2006-0074369 of the Real Property Records of Harris County, Texas, and also being known as Outlot 280 of the CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 4, Page 75 of the Map Records of Harris County, Texas; said 5.002 acres being more particularly described as follows with all bearings based on the recorded deed;

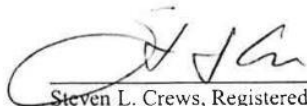
BEGINNING at a 1/2 inch iron rod, found for the Southwest corner of the herein described tract, common with the Northwest corner of Outlot 283 of said subdivision, same being in the East right-of-way line of Pitchford Road, 30 feet wide, and proceeding:

THENCE N 00°13'27" E, a distance of 377.60 feet, along the West line of the herein described tract, common with the East right-of-way line of Pitchford Road, to a point for the Northwest corner of the herein described tract, common with the Southwest corner of a called Two Five-Acre Tracts described in deed recorded in Clerk's File Number R-793887 of said Real Property Records, and from which a 5/8 iron rod, found for reference, bears S 75°19'35" W, 2.52 feet;

THENCE S 89°51'00" E, a distance of 577.00 feet, along the North line of the herein described tract, common with the South line of the Two Five-Acre Tracts, to a point for the Northeast corner of the herein described tract, common with the Northwest corner of a called 5.006 acre tract described in deed recorded in Clerk's File Number 2007-0120431 of said Real Property Records, and from which a 1/2 inch iron rod, found for reference, bears S 71°05'04" W, 1.12 feet;

THENCE S 00°13'27" W, a distance of 377.60 feet, along the East line of the herein described tract, common with the West line of the 5.006 acre tract, to a 1/2 inch iron rod, found for the Southeast corner of the herein described tract, common with the Southwest corner of the 5.006 acre tract, same being in the North line of a called 6.21 acre tract described in deed recorded in Clerk's File Number 2007-0391350 of said Real Property Records;

THENCE N 89°51'00" W (Deed Error - N 89°51'10" W), a distance of 577.00 feet, along the South line of the herein described tract, common with the North line of the 6.21 acre tract and the North line of Outlot 283, back to the **POINT OF BEGINNING** and containing 5.002 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated July 3, 2008.



Steven L. Crews, Registered Professional Land Surveyor, Number 4141
08-0272
06/03/08



HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0352880000410

Tax Year: 2020

 **Print**

Owner and Property Information								
Owner Name & Mailing Address: SVETLIK RUDY J & KIMBERLEY L 11918 WESTLOCK DR TOMBALL TX 77377-7950				Legal Description: LT 280 TOMBALL OUTLOTS Property Address: 1333 PITCHFORD RD TOMBALL TX 77375				
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map ^{1/2}
A1 -- Real, Residential, Auxiliary Buildings	2001 -- Residential Improved	217,800 SF	0 SF	2581.06	26001	400 -- ISD 26 - Tomball ISD	4871C	289J

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	03/31/2020	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2019 Rate	2020 Rate
None	026	TOMBALL ISD		Certified: 08/21/2020	1.290000	1.290000
	040	HARRIS COUNTY		Certified: 08/21/2020	0.407130	0.391160
	041	HARRIS CO FLOOD CNTRL		Certified: 08/21/2020	0.027920	0.031420
	042	PORT OF HOUSTON AUTHY		Certified: 08/21/2020	0.010740	0.009910
	043	HARRIS CO HOSP DIST		Certified: 08/21/2020	0.165910	0.166710
	044	HARRIS CO EDUC DEPT		Certified: 08/21/2020	0.005000	0.004993
	045	LONE STAR COLLEGE SYS		Certified: 08/21/2020	0.107800	0.107800
	083	CITY OF TOMBALL		Certified: 08/21/2020	0.341455	0.337862
	679	HC EMERG SERV DIST 8		Certified: 08/21/2020	0.096700	0.097000
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations

Value as of January 1, 2019			Value as of January 1, 2020		
	Market	Appraised		Market	Appraised
Land	272,250		Land	272,250	
Improvement	15,260		Improvement	12,614	
Total	287,510	287,510	Total	284,864	284,864

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	2001 -- Res Improved Override	AC0	AC	5.0000	1.00	1.00	1.00	--	1.00	54,450.00	54,450.00	272,250.00

Building

Vacant (No Building Data)

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	Bank Barn	Poor	Poor	2,400.00	1999
2	4 Side closed Metal Pole Barn	Poor	Poor	800.00	2000

From: dustinvacek@yahoo.com
Subject: **1333 Pitchford Rd Pipeline**
Date: **Dec 15, 2020 at 10:23:51 AM**
To: **Joshua Buzzell** joshua@regalpooldesign.com

Hi Josh,

According to the Texas Railroad Commission website, there is no pipeline on the property. Just the gas well that's set to be plugged and abandoned.



Regards,

[Texas Real Estate Commission Consumer Protection Notice](#)
[Texas Real Estate Commission Information About Brokerage Services](#)



Dustin Vacek
RE/MAX Opportunities
DIRECT [\(281\) 610-8653](tel:(281)610-8653)
Phone: (979) 793-5454
Fax: (979) 793-5465
Email: dustin.vacek@remax.net

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. ☐ FHA	2. ☐ FinRA	3. ☐ Conv Unins	6. File Number
4. ☐ VA	5. ☐ Conv Ins	6. ☐ Seller Finance	022016396
7. ☒ Cash Sale		7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
N02 Property Development, LLC, a Texas limited liability company 9930 Broadway Road Tomball, TX 77375	Rudy J. Svetlik and Kimberley L. Svetlik 11918 Westlock Dr Tomball, TX 77377	

G. Property Location	H. Settlement Agent Name	I. Settlement Date
Tomball Outlets, Out lot 280, Harris County, Texas 1333 Pitchford Rd Tomball, TX 77375	Select Title, LLC 4400 Post Oak Parkway, Suite 2535 Houston, TX 77027 Tax ID: 27-1363400 Underwritten By: First National Title Insurance Company Place of Settlement Select Title, LLC 1117 FM 359, Suite 110 Richmond, TX 77466	12/30/2020 Fund: 12/30/2020

J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due from Borrower	400. Gross Amount Due to Seller
101. Contract Sales Price	401. Contract Sales Price
102. Personal Property	402. Personal Property
103. Settlement Charges to borrower	403.
104.	404.
105.	405.
Adjustments for items paid by seller in advance	Adjustments for items paid by seller in advance
106. City property taxes	406. City property taxes
107. County property taxes 12/31/20 thru 12/31/20	407. County property taxes 12/31/20 thru 12/31/20
108. Assessment Taxes	408. Assessment Taxes
109. School property taxes	409. School property taxes
110. MUD taxes	410. MUD taxes
111. Other taxes	411. Other taxes
112.	412.
113.	413.
114.	414.
115.	415.
116.	416.
120. Gross Amount Due From Borrower	420. Gross Amount Due to Seller
200. Amounts Paid By Or in Behalf Of Borrower	500. Reductions in Amount Due to Seller
201. Deposit or earnest money	501. Excess Deposit
202. Principal amount of new loan(s)	502. Settlement Charges to Seller (line 1400)
203. Existing loan(s) taken subject to	503. Existing Loan(s) Taken Subject to
204. Loan Amount 2nd Lien	504. Payoff of first mortgage loan to
205.	505. Payoff of second mortgage loan to
206.	506.
207.	507.
208.	508.
209.	509.
Adjustments for items unpaid by seller	Adjustments for items unpaid by seller
210. City property taxes	510. City property taxes
211. County property taxes	511. County property taxes
212. Assessment Taxes	512. Assessment Taxes
213. School property taxes	513. School property taxes
214. MUD taxes	514. MUD taxes
215. Other taxes	515. Other taxes
216.	516.
217.	517.
218.	518.
219.	519.
220. Total Paid By/For Borrower	520. Total Reduction Amount Due Seller
300. Cash At Settlement From/To Borrower	600. Cash At Settlement To/From Seller
301. Gross Amount due from borrower (line 120)	601. Gross Amount due to seller (line 420)
302. Less amounts paid by/for borrower (line 220)	602. Less reductions in amt. due seller (line 520)
303. Cash From Borrower	603. Cash To Seller
Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.	
Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.	

Previous Editions are Obsolete

Page 1

form HUD-1 (3/86)
Handbook 4305.2

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price	\$305,000.00	@5 % = \$15,250.00		Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701. \$12,200.00	to Re/Max Opportunities				
702. \$3,050.00	to RE/MAX Opportunities				
703. Commission Paid at Settlement				\$0.00	\$15,250.00
704. The following parties, persons, firms or	to				
705. corporations have received a portion of	to				
706. the real estate commission shown above:	to				
707. Dustin Vacek; Peyton Dale	to				
800. Items Payable in Connection with Loan					
801. Loan Origination Fee %	to				
802. Loan Discount %	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Assumption Fee	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from 12/30/2020 to 1/1/2021 @ 50/day					
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @	per month			
1002. Mortgage insurance	months @	per month			
1003. City property taxes	months @	per month			
1004. County property taxes	months @	\$578.48 per month			
1005. Assessment Taxes	months @	per month			
1006. School property taxes	months @	per month			
1007. MUD taxes	months @	per month			
1008. Other taxes	months @	per month			
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to Select Title, LLC				
1102. Abstract or title search	to Select Title, LLC				
1103. Title examination	to Select Title, LLC				
1104. Title insurance binder	to Select Title, LLC				
1105. Document preparation - Deed	to The Elder Law Firm				\$150.00
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title insurance	to Select Title, LLC				\$1,912.00
(includes above items numbers:)					
1109. Lender's coverage	\$0.00/\$0.00				
1110. Owner's coverage	\$305,000.00/\$2,198.80				
1111.	to				
1112. State of Texas Policy Guaranty Fee.	to Texas Title Insurance Guaranty Association				\$2.00
1113. Escrow/Closing Fee	to Select Title, LLC			\$450.00	\$450.00
1114. Tax Certificate Fee	to TITLE TAX LLC				\$79.50
1115. Document/Delivery Fee	to Select Title, LLC			\$25.00	\$45.00
1116. Survey Amendment (OTP only)	to Select Title, LLC			\$286.86	
1200. Government Recording and Transfer Charges					
1201. Recording Fees	Deed \$26.00 ; Mortgage ; Rel to Select Title, LLC			\$26.00	
1202. City/county tax/stamps	Deed ; Mortgage to				
1203. State tax/stamps	Deed ; Mortgage to				
1204. Tax certificates	to National TaxNet				
1205. Courier/Messenger Fee	to Select Title, LLC				
1206. Additional Recording Fees	to Select Title, LLC				
1207. Additional Recording Fees	to Select Title, LLC				
1208. e-Recording Fee	to Select Title, LLC			\$4.00	
1300. Additional Settlement Charges					
1301. Property Tax Due Suit#2019-86010	to Harris County - Mike Sullivan				\$4,755.52
1302. Property Tax Due Suit#2019-86010	to Tomball ISD Tax Office				\$17,483.43
1303. Tax Suit Fees Suit#2019-86010	to Harris County District Clerk				\$81.00
1304. Tax Suit Fees Suit#2019-86010	to Harris County District Clerk				\$81.00
1305. Title Abstract Fees Suit#2019-86010	to Marilyn Burgess, Harris County District Clerk				\$271.32
1306. Tax Suit Fees Suit#201779759	to Harris County District Clerk				\$2.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$791.80	\$40,562.87

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

L949711

GAS LEASE

134-61-1878

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS: THAT

THIS AGREEMENT, made as of 7:00 A.M., on the 2ND day of OCTOBER, A.D. 1988, between Exxon Corporation, hereinafter called "Lessor," and Star Properties 1984 Ltd., hereinafter called "Lessee,"

WITNESSETH:

13
14
1. Lessor, in consideration of Ten Dollars (\$10.00) and other valuable considerations, in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing gas only, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, store and own said products, the following described lands situated in Harris County, to-wit:

See Exhibits A and B attached hereto and incorporated herein by reference.

2. It is understood and agreed that this lease affects only gas and the rights thereto produced from a gas well located upon the above described land, as the terms "gas", "gas rights" and "gas well" are defined in paragraph 5 of the Joint Operating Contract attached hereto and, as so defined, the said terms "gas", "gas rights" and "gas well" are referred to herein.

2(a). Subject to the other provisions herein contained, this lease shall be for a term of one (1) year from this date (called "primary term") and so long thereafter as gas is produced from said land or drilling or reworking operations are prosecuted as is hereinafter provided.

3. The royalties to be paid to Lessor by Lessee, which royalties shall be free of cost or expense of production, are: On gas produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale. Lessee shall have free use of gas and water from said land for all operations hereunder,

Title Data, Inc. NR TDI41125 HA L949711.001

134-61-1879

and the royalty on gas shall be computed after deducting any so used. Lessor agrees with Lessee that if Lessor's interest in the gas and gas rights under the above described land be less than the whole thereof, then the royalties specified to be paid by Lessee hereunder shall be reduced to one-eighth (1/8) of the fractional interest in said gas and gas rights in and under said land which is actually owned by Lessor. The royalties provided for herein are inclusive of all royalties, if any, accruing to others under the terms of conveyances by, through or under which Lessor claims title to the land or gas covered hereby.

4. If at the expiration of the primary term gas is not being produced from the land covered hereby, but Lessee is then engaged in drilling or reworking operations on some part of the land hereunder, this lease shall not terminate if Lessee does not allow more than sixty (60) days to elapse between the abandonment of one well and the commencement of drilling or reworking operations on another until production is obtained. After the discovery of gas in paying quantities on the land, all of Lessee's rights shall remain in effect as long as gas is produced therefrom; and if the production of gas in paying quantities should cease from any cause, this lease shall not terminate if Lessee, until production is again procured, does not allow more than sixty (60) days to elapse between the cessation of production and the commencement of additional drilling or reworking operations in a bona fide effort to again obtain production, and successive attempts may be made so long as not more than sixty (60) days are allowed to elapse between the completion or abandonment of one well and the commencement of operations on another until production in paying quantities is again obtained.

5. In the event a well or wells producing gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

Title Data, Inc. NR TDI41125 HA L949711.002

134-61-1884

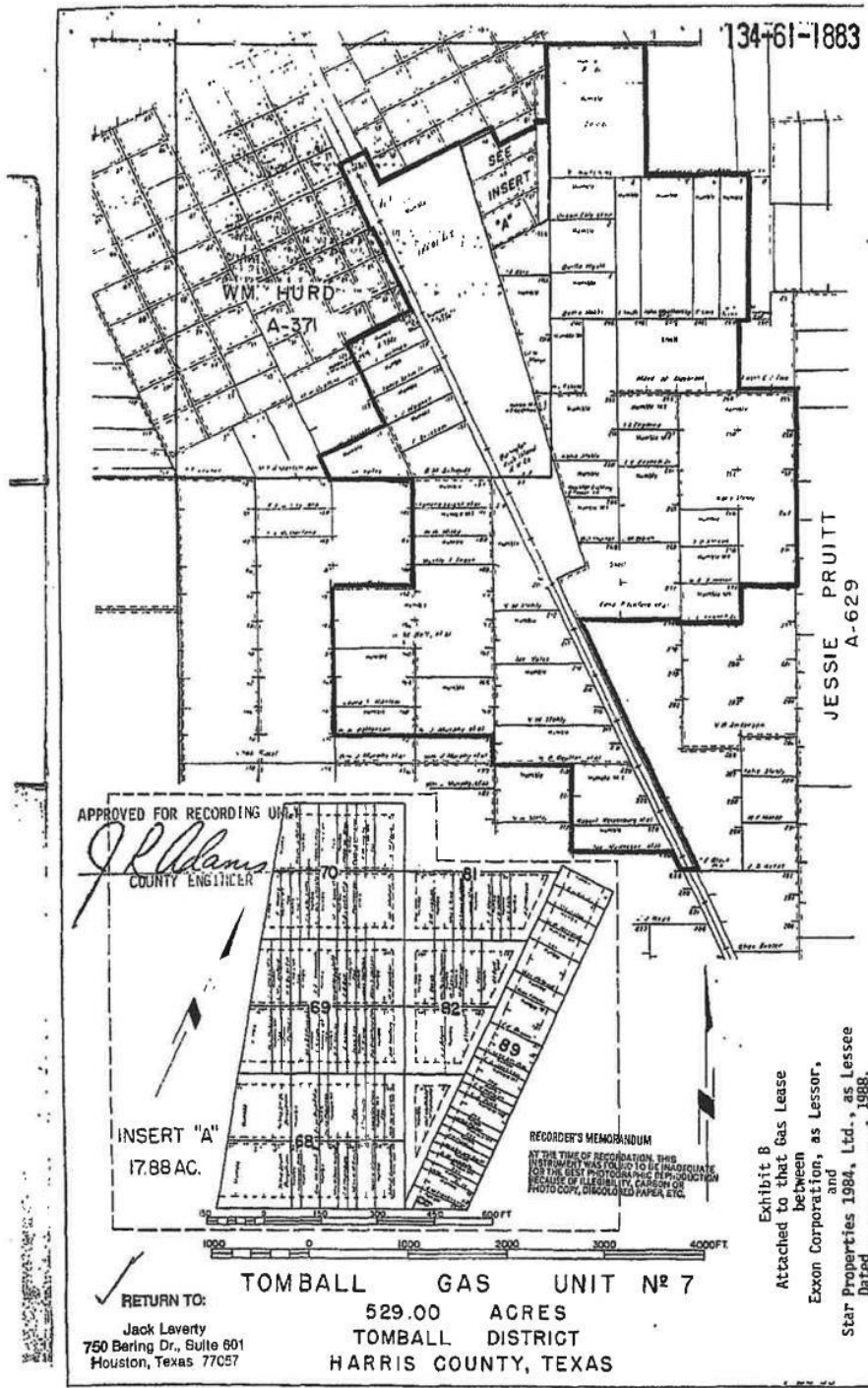
ANY INSTRUMENT WHICH REQUESTS THE SALE, RENEWAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was filed in the number
sequence on the date and at the time stamped herein by me and was
only recorded in the official Public Records of Real Property of Harris
County, Texas on

NOV 3 0 1988



P. J. Williams
COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data, Inc. NR TDI41125 HA L949711.007



Title Data, Inc. NR TDI41125 HA L949711.006

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW,
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the
date and at the time stamped hereon by me; and was duly RECORDED, in the
Official Public Records of Real Property of Harris County, Texas on

SEP 26 2006



Charles L. Rayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data, Inc. NR TDI41125 HA 20060074369.004

134-61-1880

7. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease not cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of gas in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder.

8. Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

9. No assignment by Lessee of any rights accruing to him under the terms hereof shall be binding upon Lessor unless Lessor shall evidence its consent thereto in writing.

10. The provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

11. This lease is executed without warranty, either expressed or implied, and is so accepted by Lessee.

IN EVIDENCE WHEREOF, this instrument is executed in duplicate originals on the date first above written.

EXXON CORPORATION

Michael J. Robinson
LESSOR Michael J. Robinson

STAR PROPERTIES 1984 LTD.

John E. Hine
LESSEE John E. Hine - General Partner

Form Approved

By John E. Hine

134-61-1881

THE STATE OF TEXAS
COUNTY OF HARRIS

Before, me, the undersigned authority, on this day personally appeared MICHAEL J. ROBINSON, known to me to be the person whose name is subscribed to the foregoing instrument, as Agent and Attorney-in-Fact of Exxon Corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Exxon Corporation.

Given under my hand and seal of office this the 2ND day of OCTOBER, A.D., 1988.



STEPHEN T. MAUER
Notary Public, State of Texas
My Commission Expires 10/5/88

Stephen T. Mauer
Notary Public in and for
the State of Texas
My Commission Expires 10/5/88

THE STATE OF TEXAS
COUNTY OF HARRIS

Before, me, the undersigned authority, on this day personally appeared John E. Hine, known to me to be the person whose name is subscribed to the foregoing instrument, as General Partner of Star Properties 1984 Ltd. and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Star Properties 1984 Ltd.

Given under my hand and seal of office this the 11 day of November, A.D., 1988.



JOHN LAVERY
Notary Public, State of Texas
My Commission Expires Dec. 30, 1989

John Lavery
Notary Public in and for
the State of Texas
My Commission Expires 12-30-89

Title Data, Inc. NR TDI41125 HA L949711.004

134-61-1882

EXHIBIT A

EXXON MIN PER LSE NO	GRANTOR	GRANTEE	DATE	VOL.	PAGE
39805	B.S. BRITTON & R. RIESENBERG	HUMBLE OIL & REF. CO.	06/02/33	927	398
40106	GRACE E. ZIMMER	HUMBLE OIL & REF. CO.	06/14/33	928	255
40126	LAURA S. & ROY L. HARLOW	HUMBLE OIL & REF. CO.	06/16/33	923	485
40237	C.C. FRENCH, JR	HUMBLE OIL & REF. CO.	06/25/33	926	383
40488	H.B. GOLDTHWAITE	HUMBLE OIL & REF. CO.	07/24/33	931	354
40540	T.A. FRYMIRE	HUMBLE OIL & REF. CO.	07/18/33	926	609
41426	LINDBARGER BROS. REALTY CO.	HUMBLE OIL & REF. CO.	07/26/33	932	268
41610	C.C. FRENCH, JR.	HUMBLE OIL & REF. CO.	11/01/33	233	458
43686	HARRY W. MCCORMICK	HUMBLE OIL & REF. CO.	04/30/34	959	13
44204	W.D. THORNAL, ET UX	HUMBLE OIL & REF. CO.	03/28/34	950	564
45326	C.W. GREGSON, ET UX	HUMBLE OIL & REF. CO.	09/02/33	221	894
48989	L.T. NORVELL, ET UX	HUMBLE OIL & REF. CO.	02/04/38	977	151
50904	W.L. PICKENS ET UX	HUMBLE OIL & REF. CO.	05/24/39	987	100
50905	W.L.W. TROTTER	HUMBLE OIL & REF. CO.	05/31/35	982	602
61416	W.W. WILEY	HUMBLE OIL & REF. CO.	12/06/37		

FILED

Nov 30 9 23 AM '08

Clara R. Anderson
COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data, Inc. NR TDI41125 HA L949711.005

S099288

DEED WITHOUT WARRANTY

509-67-2637

Effective Time: June 1, 1996 09/03/96 300069773 8099288 \$25.00

Grantor (including address): Exxon Corporation
P. O. Box 2305
Houston, Texas 77252-2305

Grantee (including address): Merit Energy Corporation
P. O. Box 351
Midland, Texas 79702

Consideration: Ten Dollars and other good and valuable consideration

Property: The surface fee described on Exhibit A attached

Reservations From and Exceptions to Conveyance:

1. This conveyance is subject to all matters of record in Harris County, Texas, enforceable against the Property at the Effective Time.
2. Ad valorem taxes assessed against the Property assigned in this Assignment for the year 1996 are apportioned between Grantor and Grantee as of the Effective Time.
3. Grantee acknowledges that the Property has been used for exploration, development, and production of oil and gas and that there may be petroleum, produced water, wastes, or other materials located on or under the Property. The Property may contain asbestos, hazardous substances, or naturally occurring radioactive material ("NORM"). NORM may affix or attach itself to the inside of wells, materials, and equipment as scale, or in other forms; the wells, materials, and equipment located on the Property may contain NORM and other wastes or hazardous substances; and NORM-containing material and other wastes or hazardous substances may have been buried, come in contact with the soil, or otherwise been disposed of on the Property. Special procedures may be required for the remediation, removal, transportation, or disposal of wastes, asbestos, hazardous substances, and NORM from the Interests and Property.

Grantee will store, handle, transport, and dispose of or discharge all material, substances, and wastes from the Property (including produced water, drilling fluids, NORM, and other wastes), whether present before or after the Effective Time, in accordance with applicable local, state, and federal laws and regulations. Grantee will keep records of the types, amounts, and location of materials, substances, and wastes that are stored, transported, handled, discharged, released, or disposed of onsite and offsite. When any lease terminates, an interest in which has been assigned under this Deed Without Warranty, Grantee will take additional testing, assessment, closure, reporting, and remedial action with respect to the Property as is necessary to satisfy all local, state, and federal requirements directed in effect at that time and necessary to restore the Property.

4. Grantee recognizes, and will perform properly and in accordance with applicable law, all obligations to abandon, restore, and remediate the Property, whether arising before or after the Effective Time, including obligations to:

PLCjmmA-dad_war 08/25/96

-1-

After recording, return to:
Cotton, Blalock, Tighe & Dawson
Att: Bill Howard
P.O. Box 2776
Midland, Texas 79702-2776

Title Data, Inc. NR TDI41125 HA S099288.001

509-87-2638

- (a) plug, abandon, and reabandon (if necessary) each well located on the Property (abandoned and unabandoned), as required under applicable law;
 - (b) remove all equipment and facilities, including flowlines and pipelines;
 - (c) close all pits; and
 - (d) restore the surface and subsurface associated with the Property, as appropriate and in accordance with all requirements under law, including the rules, regulations, and requirements of all governmental authorities with jurisdiction, and in accordance with all obligations, express or implied, applicable to the Property.
5. The terms Claim or Claims mean, collectively, claims, demands, causes of action, and lawsuits asserted or filed by any person, including an artificial or natural person, a local, state, or federal governmental entity; a person holding rights under any instrument applicable to the Property; an Associated Party of Grantor or Grantee; or a third party. The term Liability or Liabilities means, collectively, all damages (including consequential and punitive damages), including those for personal injury, death, or damage to personal or real Property (both surface and subsurface) and costs for remediation, restoration, or clean up of contamination, whether the injury, death, or damage occurred or occurs on or off the Property by migration, disposal, or otherwise, losses, fines, penalties, expenses, costs to remove or modify facilities on or under the Property, plugging liabilities for all wells, attorneys' fees, court and other legal costs incurred in defending any Claim, liens, and judgments, whether these damages and other costs are known or unknown, foreseeable or unforeseeable at the Effective Time. The term Associated Parties means successors, assigns, directors, officers, employees, agents, contractors, and affiliates.

Grantee releases and discharges Grantor and its Associated Parties from each and every Claim and Liability relating to the Property, or this transaction, regardless of when or how the Claim or Liability arose or arises or whether the Claim or Liability was foreseeable or unforeseeable. *Grantee's release of Grantor and its Associated Parties Includes Claims and Liabilities resulting in any way from the negligence or strict liability of Grantor or its Associated Parties, whether the negligence or strict liability is active, passive, joint, concurrent, or sole.* There are no exceptions to Grantee's release of Grantor and its Associated Parties, and this release is binding on Grantee and its successors and assigns.

Grantee covenants not to sue Grantor or its Associated Parties with regard to any Claim or Liability relating to the Property, or this transaction, regardless of when or how the Claim or Liability arose or arises or whether the Claim or Liability was foreseeable or unforeseeable. *Grantee's covenant not to sue Grantor or its Associated Parties Includes Claims and Liabilities resulting in any way from the negligence or strict liability of Grantor or its Associated Parties, whether the negligence or strict liability is active, passive, joint, concurrent, or sole.* There are no exceptions to Grantee's covenant not to sue Grantor or its Associated Parties and this covenant is binding on Grantee and its successors and assigns.

Grantee will indemnify, defend, and hold Grantor and its Associated Parties harmless from all Claims and Liabilities arising at any time, whether before or after the Effective Time, whether foreseeable or unforeseeable, made by any person and arising out of or resulting from:

PLCjvms\direct_war 08/27/96

-2-

Title Data, Inc. NR TDI41125 HA S099288.002

509-87-2639

- (a) the ownership of the Property by Grantor, or acts or omissions by Grantor or its Associated Parties in connection with the Property or under this Deed Without Warranty, in each instance including Claims and Liabilities resulting from the negligence or strict liability of Grantor or its Associated Parties, whether the negligence or strict liability is active, passive, joint, concurrent, or sole;
- (b) the ownership of the Property by Grantee, or the acts or omissions of Grantee or its Associated Parties in connection with the Property or under this Deed Without Warranty, in each instance including Claims and Liabilities resulting from the negligence or strict liability of Grantor or its Associated Parties, whether the negligence or strict liability is active, passive, joint, concurrent, or sole; or
- (c) the acts or omissions of third parties relating to the Property, in each instance including Claims and Liabilities resulting from the negligence or strict liability of Grantor or its Associated Parties, whether the negligence or strict liability is active, passive, joint, concurrent, or sole.

Grantee's duty to indemnify, defend, and hold Grantor and its Associated Parties harmless includes Claims and Liabilities arising in any manner from the physical or environmental condition of the Property, including Claims and Liabilities under applicable laws and regulations now enacted or that may be enacted in the future, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

- 6. Pipelines, fixtures, equipment, and interests in land owned by third parties, including Grantor's affiliates are excluded.
- 7. Computer equipment (including Rosemont transmitters), telecommunications equipment, vehicles (except for the four trucks conveyed separately), boats, tools, pulling machines, warehouse stock, and other equipment and material temporarily located on the lands associated with the Property, including the Microwave Tower and equipment as referenced in the two Assignments from Exxon Pipeline Company to Exxon Corporation, recorded in Film Code 178-98-2551 and 178-98-2555 of the Harris County Real Property Records are excluded.
- 8. Grantor's Interest in a gas processing plant not listed on Exhibit A is excluded.
- 9. Grantor's Interest in personal property, fixtures, equipment, pipelines, facilities and buildings located on the land associated with the Property, but either currently in use in connection with the ownership or operation of other property not included in the Property or excluded on Exhibit A are excluded.
- 10. Grantor's claims, rights, and causes of action of any kind concerning the Property against royalty owners, overriding-royalty owners, working-interest owners, gas purchasers, gas transporters, and other third parties that accrued before the Effective Time, whether discovered before or after the Effective Time are excluded.
- 11. If originals or final copies of the Documents have been provided to Grantee, Grantor may have access to them at reasonable times and upon reasonable notice during regular business hours for as long as any Interest is in effect after the Effective Time (or for twenty-one years in the case of a mineral fee or other non-leasehold interest or a longer period if required by law or governmental regulation). Grantor may, during this period and at its expense, make copies of the Documents

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-3-

Title Data, Inc. NR TDI41125 HA S099288.003

509-67-2640

pursuant to a reasonable request. Without limiting the generality of the two preceding sentences, for a period as long as any Interest is in effect after the Effective Time (or for twenty-one years in the case of a mineral fee or other non-leasehold interest or for a longer period if required by law or governmental regulation), Grantee may not destroy or give up possession of any original or final copy of the Documents without first offering Grantor the opportunity, at Grantor's expense, to obtain the original, the final copy, or another copy. After this period expires, Grantee must offer to deliver the Documents (or copies) to Grantor, at Grantor's expense, before giving up possession or destroying them.

12. To the extent that Grantor has reserved or continues to own an interest (including rights to obtain data from the Interests as described on Exhibit A, overriding-royalty interests, mineral-fee or leasehold interests, deep rights, or facilities, equipment, or pipelines) after the Effective Time for which Grantor requires access across the land associated with the Property in order to exercise its rights, Grantor reserves concurrent interests in all applicable easements, rights-of-way, contracts, and other rights relating to the reserved interests and necessary as reasonably required for exploring, drilling, producing, storing, or marketing oil, gas, and other hydrocarbons from the respective zones or interests of the parties, including rights to lay pipelines, water lines, and power lines; dig pits; erect structures; and perform any other act reasonably necessary to Grantor's interests.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance, conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns, forever, without express or implied warranty. All warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

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

The provisions of this Deed Without Warranty are severable. If a court of competent jurisdiction finds any part of this Deed Without Warranty to be void, invalid, or otherwise unenforceable (except for the release, waiver, defense, and indemnity provisions), this holding will not affect other portions that can be given effect without the invalid or void portion.

All covenants and agreements in this Deed Without Warranty bind and inure to the benefit of the heirs, successors, and assigns of Grantor and Grantee; are covenants running with the land; and are effective as stated, whether or not the covenants and agreements are memorialized in assignments and other conveyances executed and delivered by the parties and their respective heirs, successors, and assigns from time to time.

Recitation or reference to any agreement or other instrument in this Deed Without Warranty, including its exhibits, does not operate to ratify, confirm, revise, or reinstate the agreement or instrument if it has lapsed or expired.

This Deed Without Warranty and its performance will be construed in accordance with, and governed by, the internal laws of the State of Texas, without regard to the choice of law rules of any jurisdiction, including Texas.

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The word includes and its syntactical variants mean "includes, but not limited to" and its corresponding syntactical variants. The rule of ejusdem generis may not be invoked to restrict or limit the scope of the general term or phrase followed or preceded by an enumeration of particular examples.

All exhibits referenced in and attached to this Deed Without Warranty are incorporated into it.

This instrument may be executed in counterparts, all of which together will be considered one instrument.

This instrument is executed by the parties contemporaneously with the Assignment and Bill of Sale with an Effective Time of 7 a.m. on June 1, 1996 between Grantor and Grantee wherein Grantor assigned certain mineral properties to Grantee and these two instruments are to be construed together as one transaction.

Executed on the dates indicated below, but effective at the Effective Time.

MERIT ENERGY CORPORATION

By: Joe C. Ballard
Name: Joe C. Ballard
Title: President
Date: 8/30/96

EXXON CORPORATION

By: J.R. Kahn, Jr.
Name: J. R. Kahn, Jr.
Title: Agent and Attorney-in-Fact
Date: 8/29/96

Attest:
Jim S. Lufp
Tim B. Corp. Secretary

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Title Data, Inc. NR TDI41125 HA 8099288.005

509-87-2642

STATE OF TEXAS §
COUNTY OF HARRIS §

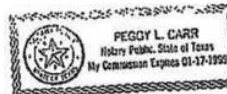
This instrument was acknowledged before me on August 29, 1996 by J. R. Kahn, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Peggy L Carr
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 30, 1996 by Joec. Bullard President of MERIT ENERGY CORPORATION, a Colorado corporation, on behalf of said corporation.

Peggy L Carr
Notary Public, State of Texas



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Title Data, Inc. NR TDI41125 HA S099288.006

EXHIBIT A
TOMBALL FIELD
HARRIS COUNTY, TEXAS

509-87-2643

Exxon Fee File No.	Grantor	Date	Recording Vol./Page(s)
327343 Description	Sam Lewis, et al Sam Lewis Survey, A-1704	06-28-33	934 / 027
39944 Description	R. B. Wherry E. Smith Survey, A-70 (East of Hufsmith-Kohrville Road) EXXON RESERVES AND RETAINS UNTO ITSELF THE ACREAGE WEST OF THE TAKING LINE OF HUFSMITH-KOHRVILLE ROAD, FOR ILLUSTRATIVE PURPOSES SHOWN ON EXHIBIT B, BEING CALLED 7.44 ACRES.	05-28-33	923 / 327
40093 Description	H. A. Briggs, et ux Outlots 384,385,386,387	05-29-33	923 / 335
40237 Description	C. A. French, Jr. Outlet 280 only EXXON RESERVES AND RETAINS UNTO ITSELF OUTLOT 273.	06-23-33	928 / 353
40252 Description	T. A. Frymire Outlet 48 and Outlet 57 only. EXXON RESERVES AND RETAINS UNTO ITSELF OUTLOT 329.	06-09-33	932 / 072
40459 Description	H. B. Goldthwaite W. Hurd Survey, A-371	07-24-33	931 / 354
41003 Description	J. T. McMahan J. M. Hooper Survey, A-375	07-05-33	932 / 100
41010 Description	Emil Doege L. H. Marshburn part of Exxon Fee File no. 41012 referenced below	05-01-41 10-30-33	1223 / 415 936 / 694
41011 Description	Roy L. Reese C. Goodrich Survey, A-311	10-04-33	928 / 478
41012 Description	J. H. Dunn C. Goodrich Survey, A-311	10-04-33	929 / 478
41501 Description	B. S. Britton J. Pruitt Survey A-829	10-26-33	939 / 360
42702 Description	Sadie B. Davis, Trustee, et al Part of Outlots 306,307,308	10-29-81	168 / 85 / 2285
44204 Description	W. D. Thormal, et ux Outlet 284	05-25-34	950 / 564

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Page 1 of 2

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EXHIBIT A
TOMBALL FIELD
HARRIS COUNTY, TEXAS

509-87-2644

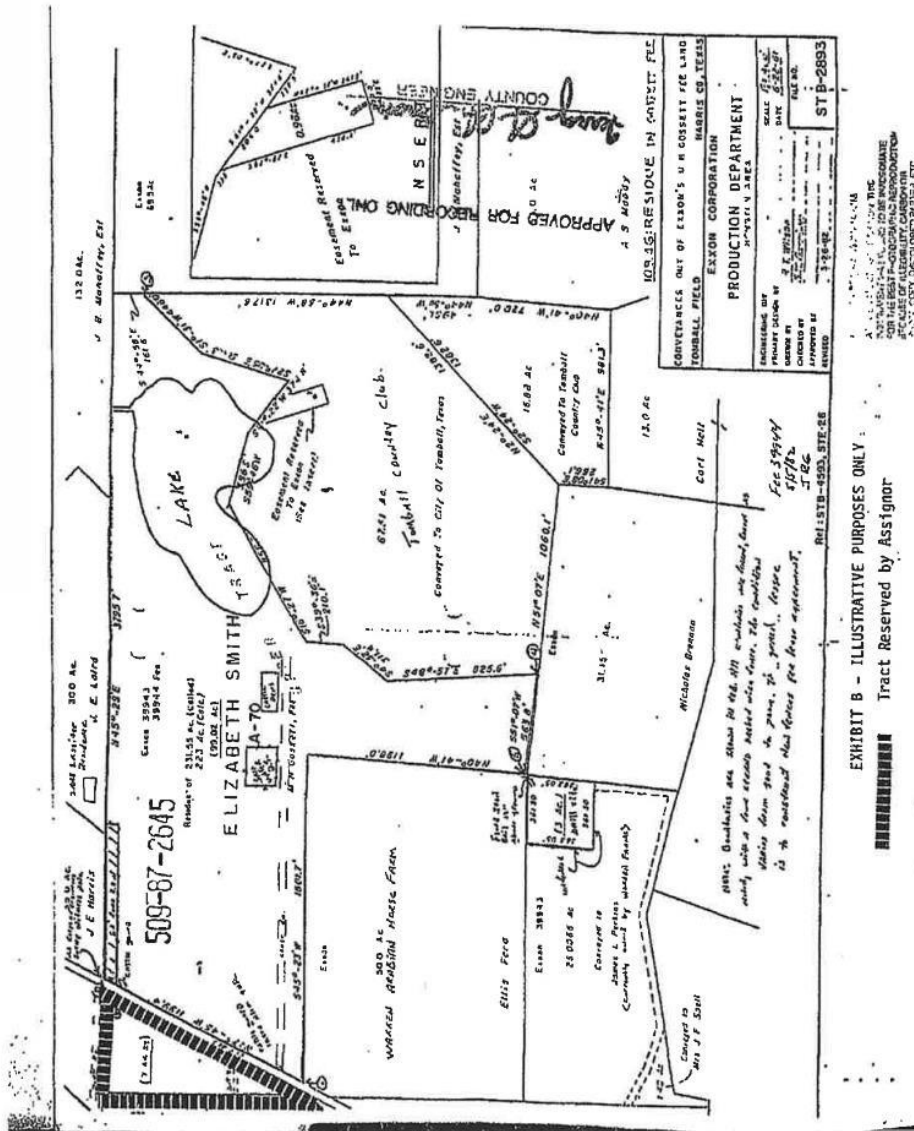
Exxon Fee File No.	Grantor	Date	Recording Vol./Page(s)
50904 Description	W. L. Pickens Outlot 244	05-24-36	887 / 100
55782 Description	Keystone Oil Company Lots 1 and 2, Block 43, Townsite	07-01-38	1028 / 189
59205 Description	Sam Lewis, et al Sam Lewis Survey, A-1704	03-29-37	1047 / 821
60388 Description	Sam Lewis, et al Sam Lewis Survey, A-1704	08-22-37	1070 / 156
66280 Description	Keystone Oil Company 10 Lots in Block 3, Linebarger Bros. Oil Tract	01-27-38	1080 / 337
68480 Description	W. B. Scherer, et ux C. Goodrich Survey, A-311	11-17-39	1148 / 375
77405 Description	Jacob Thels, et al C. Goodrich Survey, A-311	04-30-41	1223 / 413
40277 Description	Dr. John D. Reid, et al C. Goodrich Survey, A-305	06-14-33	932 / 098

All recording references are to the Contract Records, Deed Records, or Official Public Records of Harris County, Texas.

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Page 1 of 2

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HARRIS COUNTY TEXAS

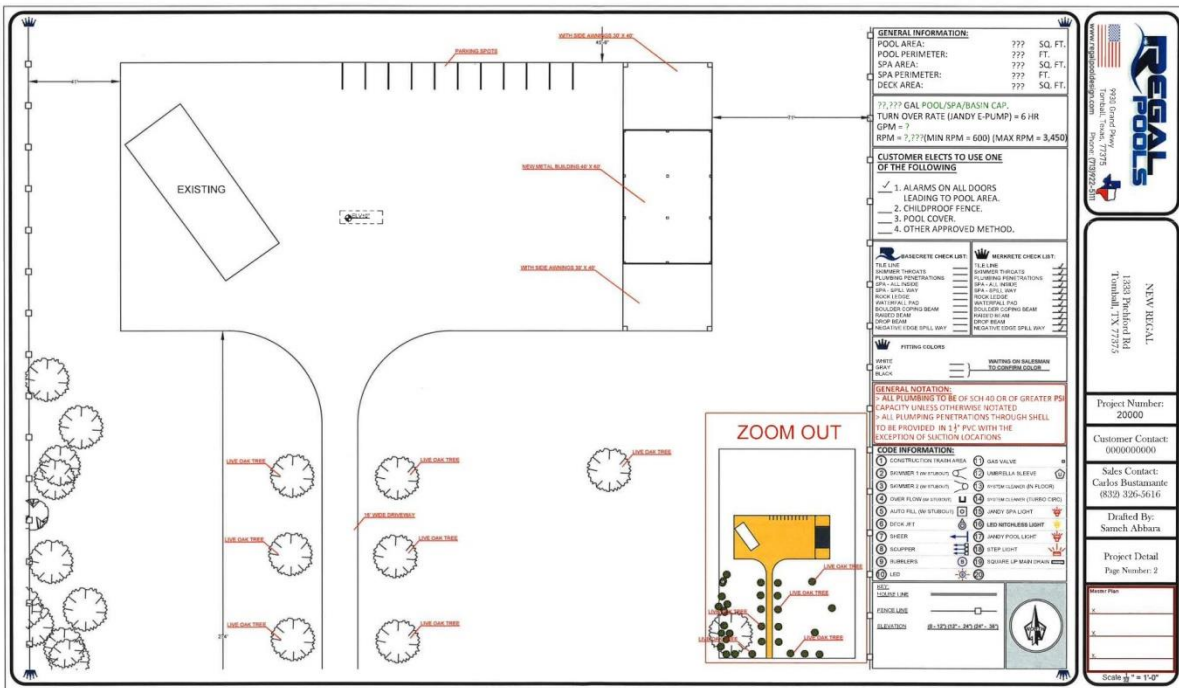
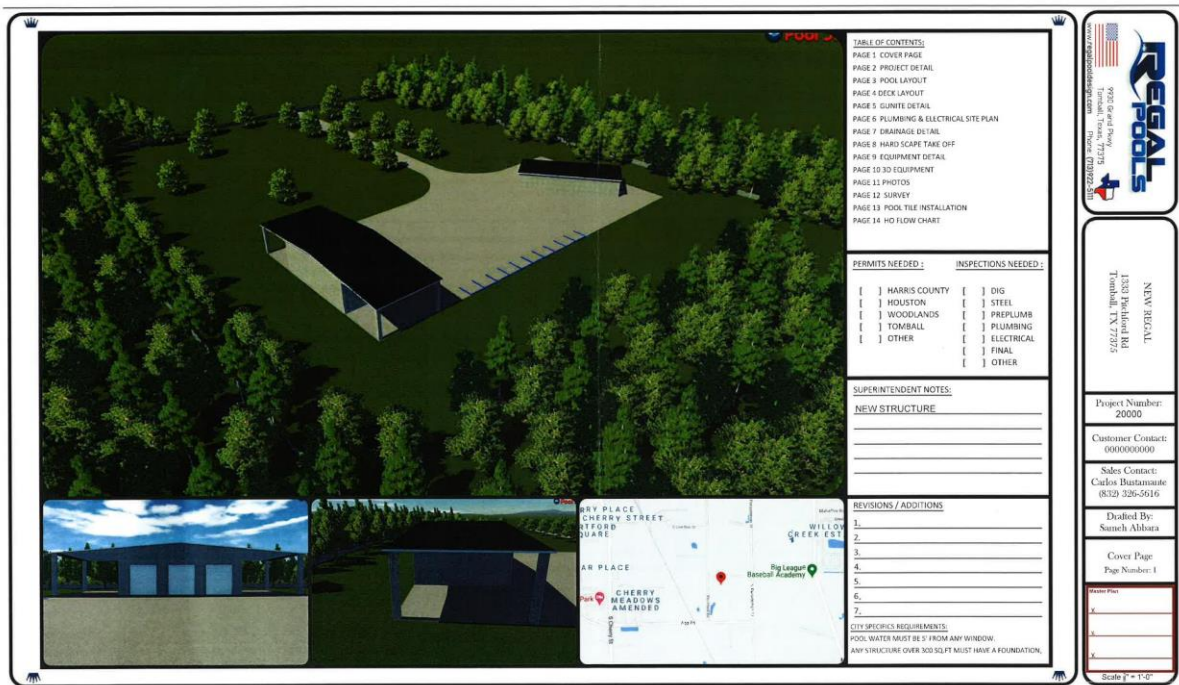
ALL PROCEEDINGS HEREIN WHICH RELATE TO THE SALE, PURCH, OR USE OF THE DECEASED REAL
PROPERTY (HOUSE OR LOT) OF COLOR OR RACE IN HARRIS COUNTY TEXAS
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was filed in File Number
SOURCE on the date and at the time shown herein by me, and was
RECORDED, in the Official Public Records of said Property of
Harris County, Texas on

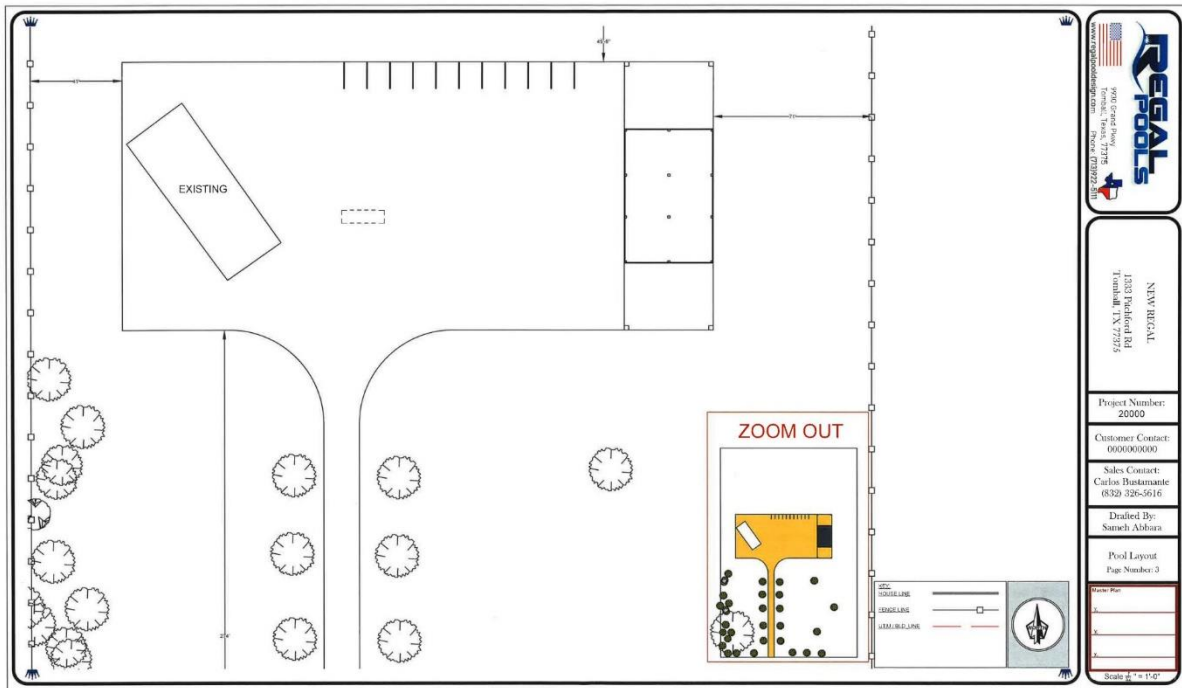
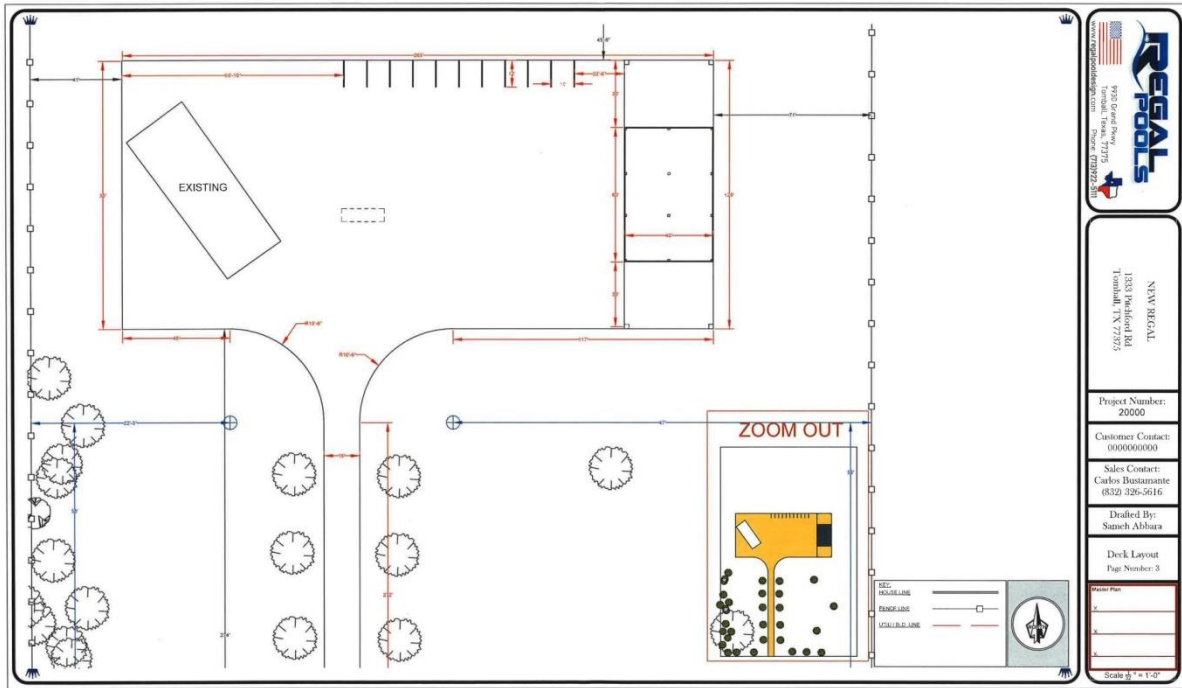
SEP 3 1996

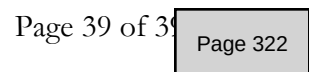


Benjamin L. Foy
COUNTY CLERK
HARRIS COUNTY TEXAS

Title Data, Inc. NR TDI41125 HA S099288.010







City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 15, 2021

Topic:

Consideration to approve Zoning Case P20-420: Request by Sam Dawoudi to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District. The property is generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P20-420
- Adopt, on First Reading, Ordinance No. 2021-10, 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 2.844 acres of land legally described tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District, said property being generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville road, within the city of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Sam Dawoudi

Recommendation:

City Staff recommends approval. Planning & Zoning Commission recommends approval (5-0)

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-10

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 2.844 ACRES OF LAND LEGALLY DESCRIBED TRACTS 467A, 467B & 468A TOMBALL OUTLOTS, FROM THE AGRICULTURAL DISTRICT TO THE COMMERCIAL DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED ON THE EAST SIDE OF HUFSMITH-KOHRVILLE ROAD AT 22828 HUFSMITH-KOHRVILLE ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Sam Dawoudi has requested that approximately 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of 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 Commercial 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 Commercial District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other 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 FEBRUARY 2021.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF MARCH 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____

COUNCILMAN TOWNSEND
COUNCILMAN QUINN

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

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



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 8, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 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 P20-420: Request by Sam Dawoudi to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District. The property is generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Zoning Case P20-442: Request by Joshua Bezzell to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acres of land legally described as Lot 280 Tomball Outlots, from the Single-Family 20 Estate District to the Commercial District. The property is generally located on the east side of Pitchford Road at 1333 Pitchford Road, within the City of Tomball, Harris County, Texas.

Zoning Case P21-010: Request by Daniel Valdez with META Planning + Design LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 34.4945 acres of land legally described as Reserve A & B Block 1 Peck Station, from the Planned Development (PD-6) District to the Planned Development (PD-15) District. The property is generally located on the west side of FM 2978 at Winfrey Lane, within the City of Tomball, Harris County, Texas.

Zoning Case P21-011: Request by David Weekley Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 13.4 acres of land legally described as Tracts 17H, 17J, 17H-1, 17H-2, 17J-1 Abstract 34 J House, from the Planned Development (PD-1) and Single-Family 20 Estate Districts to the Planned Development (PD-16) District. The property is generally located on the south side of Brown Road between SH 249 and Quinn Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be

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

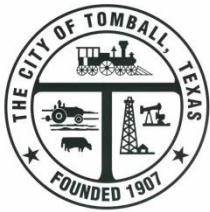
C E R T I F I C A T I O N

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

Amelia Lindley

Amelia Lindley
City Planner

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



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: P20-420

APPLICANT/OWNER: Sam Dawoudi

LOCATION: Generally located on the east side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville 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 2.844 acres of land legally described as Tracts 467A, 467B & 468A Tomball Outlots, from the Agricultural District to the Commercial District.

CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@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.

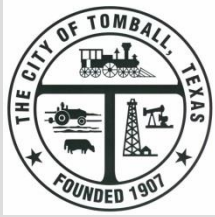


**Planning & Zoning Commission
Public Hearing:
Monday, February 8, 2021 6:00 PM**

**City Council Public Hearing:
*Monday, February 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.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: February 8, 2021

City Council Public Hearing Date: February 15, 2021

Rezoning Case: P20-420

Property Owner(s): Rickey Mattern

Applicant(s): Sam Dawoudi

Legal Description: Tracts 467A, 467B & 468A Tomball Outlots

Location: East side of Hufsmith-Kohrville Road at 22828 Hufsmith-Kohrville Road (Exhibit "A")

Area: 2.844 acres

Comp Plan Designation: Corridor Commercial (Exhibit "B")

Present Zoning and Use: Agricultural District (Exhibit "C") / Single-family residence (Exhibit "D")

Proposed Use(s): Commercial office/warehouse and retail buildings (Exhibit "E")

Request: Rezone from the Agricultural District to the Commercial District

Adjacent Zoning & Land Uses:

- North:** Outside City limits / Undeveloped property
- South:** Outside City limits / Detention pond
- West:** Agricultural District / Single-family residence and warehouse
- East:** Outside City limits / Drainage channel

BACKGROUND

The property was annexed into the City limits in 2018 and designated as Agricultural District.

ANALYSIS

The subject site is approximately 2.8 acres located on the east side of Hufsmith-Kohrville Road. Most surrounding properties are outside the City limits. Properties to the north and east are owned by Klein ISD and are currently undeveloped. Property to the south is utilized as a detention pond for Harris County. The property to the west, across Hufsmith-Kohrville Road, is developed as a single-family residence and a warehouse.

According to Section 50-77 (*Commercial District*), the intent of the Commercial District is to "provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar

commercial uses”. Additionally, uses envisioned for this district “will typically utilize smaller sites and have operation characteristics which are generally not compatible with residential uses” and “convenient access to thoroughfares and collector streets is also a primary consideration”. Based on the location of the site, along Hufsmith-Kohrville Road, which is a major arterial, the size of the site and the proposed uses on the site, the Commercial District is appropriate.

The property is designated as Corridor Commercial by the Comprehensive Plan Future Land Use Map. This category is intended for “predominantly nonresidential uses along high-traffic, regionally-serving thoroughfares”. The Commercial District is a compatible zoning district in this category. The proposed rezoning meets the intent of the Future Land Use category.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper on January 27, 2021. Property owners within the city limits and within 200 feet of the project site were mailed notification of this proposal on January 28, 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 recommends approval of Zoning Case P20-420.

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

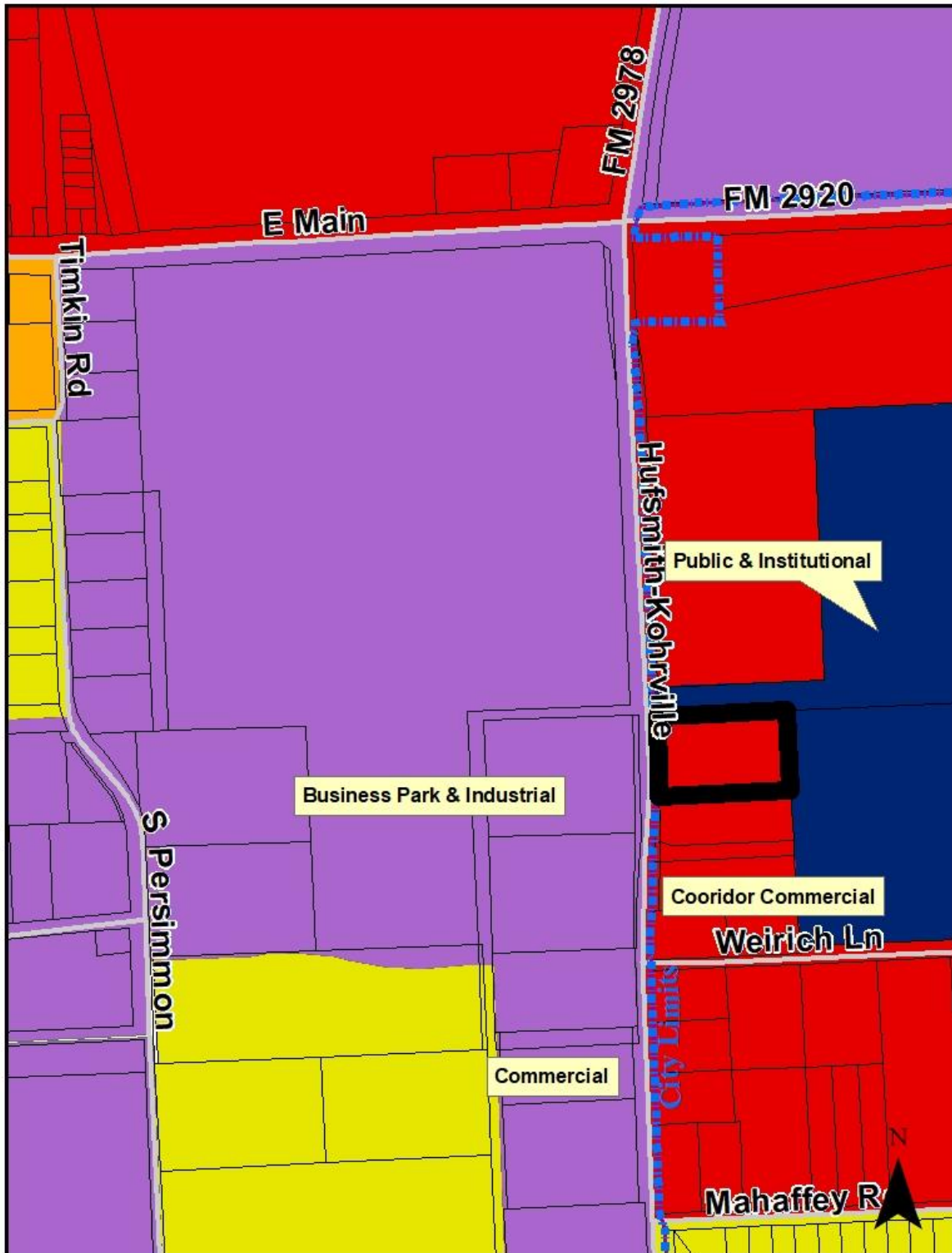
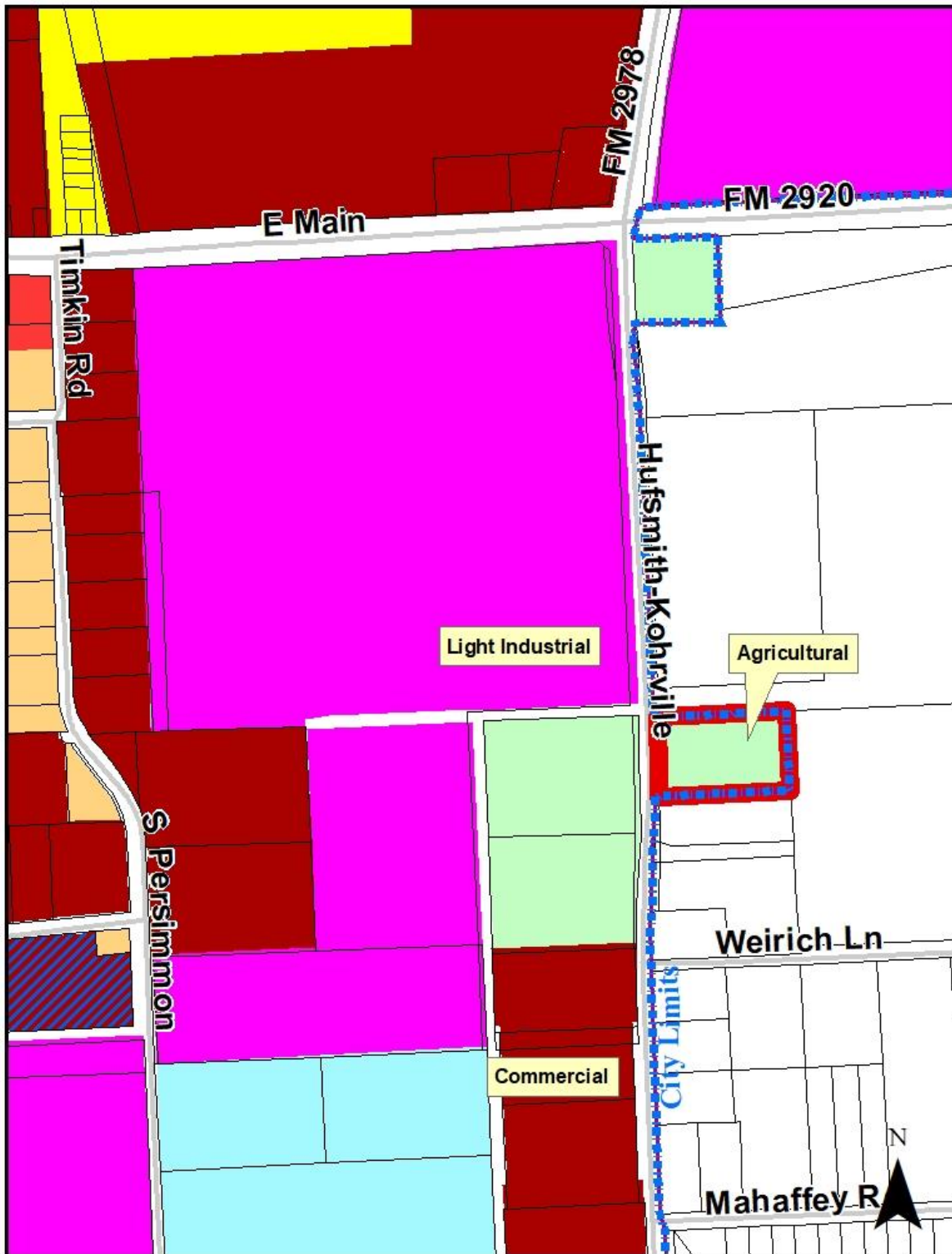


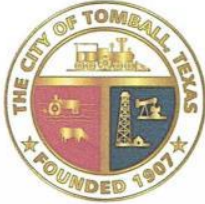
Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Exhibit "E"
Rezoning Application



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12/09/2020 8:16:41 AM

Revised: 4/13/2020

P&Z -20-420
\$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: SAM DAWOUDI Title: Engineer
Mailing Address: 8846 CRAZY HORSE TR. City: HOUSTON State: TX.
Zip: 77064 Contact: SAM DAWOUDI
Phone: (281) 235-2811 Email: SAM@CSDENGROUP.COM

Owner

Name: RICKEY MATTERN Title: OWNER
Mailing Address: 15805 TAHDE DR. City: Jersey Village State: TX.
Zip: 77040 Contact: RICKEY MATTERN
Phone: (713) 937-7139 Email: manicuredlandscapes@aol.com

Engineer/Surveyor (if applicable)

Name: SAM DAWOUDI Title: PRINCIPAL
Mailing Address: 8846 CRAZY HORSE TR. City: HOUSTON State: TX.
Zip: 77064 Contact: SAM DAWOUDI
Phone: (281) 235-2811 Fax: () Email: sam@CSDENGROUP.COM

Description of Proposed Project: commercial office/warehouse & Retail Bldgs.

Physical Location of Property: 22828 HUFSMITH-KOHRVILLE RD. Tomball, TX 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 2.844 TRACT IN THE JESSE PRUITT SURVEY ABSTRACT NO. 629
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: TR5467A, 467B & 468A
Residential

Current Use of Property: Residential

Proposed Zoning District: Commercial District

Proposed Use of Property: Commercial

HCAD Identification Number: 0352960000467 Acreage: 2.844

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.

☒ Paul Sawouli
Signature of Applicant

12/8/20
Date

☒ [Signature]
Signature of Owner

2-8-20
Date

**BUILDING PERMIT (DEMOLITION) APPLICATION**

CITY OF TOMBALL
501 James Street
Tomball, Texas 77375
(281)290-1402 (281) 351-4735 Fax
www.ci.tomball.tx.us

Date: 12/08/2020

Permit Number: _____
 (Assigned by Permit Office)

Physical Address of Project: 22828 Hufsmith-Kohrville Road Tomball, Texas 77375

Owner's Name: Rickey Mattern E-Mail: manicuredlandscapes@aol.com Phone: 713-937-7139
 Tenant's Name: _____ E-Mail: _____ Phone: _____
 Engineer: Sam Dawoudi, PE E-Mail: sam@csdengroup.com Phone: 281-235-2811
 Architect: _____ E-Mail: _____ Phone: _____
 Contractor: Manicured Landscapes E-Mail: manicuredlandscapes@aol.com Phone: 713-937-7139
 Address: 15808 Tahoe Dr City: Jersey Village State: Texas Zip: 77040
 Contractor Contact: Rickey Mattern E-Mail: manicuredlandscapes@aol.com

☐ COMMERCIAL
☒ RESIDENTIAL

☐ PLUMBING
☒ ELECTRICAL
☐ MECHANICAL

☐ OTHER

DESCRIBE WORK BEING DONE Demolish existing Oone story brick House with Barn and Shed

PLEASE NOTE:

- ** Construction debris will not be collected with the regular trash service.
- ** All dumpsters, including roll-offs must be ordered directly from WCA @281-368-8397 or cshouston@wcamerica.com.
- ** Contractor must provide Liability Insurance with a minimum of \$500,000 of combined single limit coverage Equal to or Greater than the contract amount, whichever is greater. The City of Tomball must be listed as the "Certificate Holder" on the policy.
- ** Property Owner or Authorized Agent must sign the Demolition Application form.

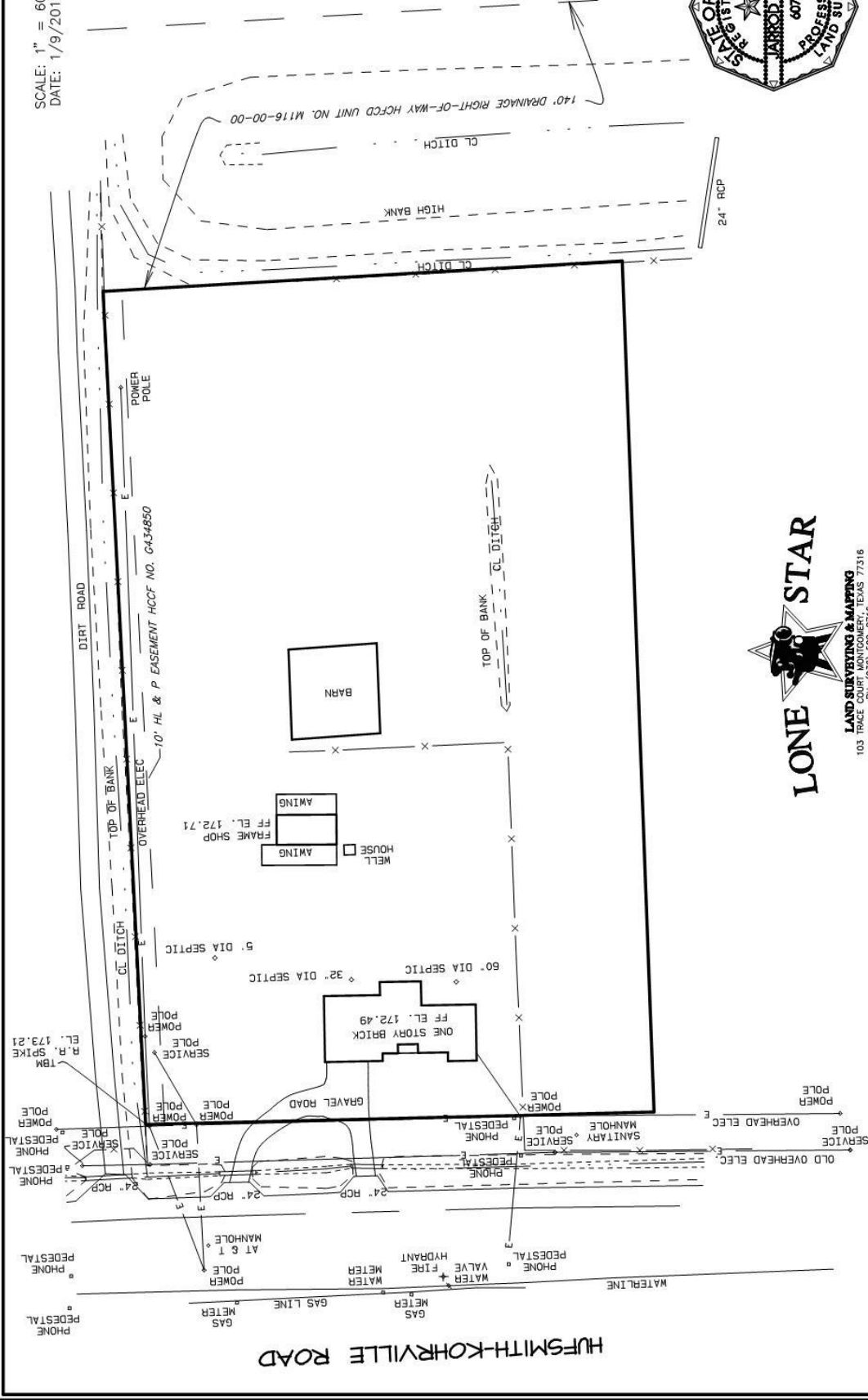
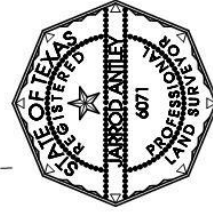
Demolition Permit Fee

0 - 100,000 Cu. Ft.	\$60.00
100,000 Cu. Ft. and over	
\$.50/1,000 Cu. Ft.	
Total Permit Fee	\$60.00

I hereby certify that I have read and examined this application and know the same to be true and correct.

Applicant / Contractor (print) SAM DAWOUDI / Engineer Date: 12/8/20
 Applicant / Contractor (signature) Sam Dawoudi Date: 12/8/20
 Building Official (signature) _____ Date: _____

SCALE: 1" = 60'
DATE: 1/9/2018



LONE STAR
LAND SURVEYING & MAPPING
103 TRACE COURT MONTGOMERY, TEXAS 77316
PH: (936) 522-8716

C:\data\JOBS JARROD\TOPO 2.8 AC HUFFSMITH-KOHRVILLE RD TOMBALL.dwg Jan 9, 2018 10:44:42AM

CSD Engineering Group
Consulting Engineers
Firm Registration No.: F-10500

December 08, 2020

City of Tomball
Community Development Department
Planning Division
501 James Street
Tomball, Texas 77375

Ref.: Re-Zoning Request for property located at:
22828 Hufsmith-Kohrville Road Tomball, Texas 77375.

I, Sam Dawoudi, PE the Engineer of Record for Rickey Mattern, the Owner of the property located at 22828 Hufsmith-Kohrville Road in Tomball Texas.
This property is zoned as Residential - Single Family and we are requesting to Re-Zone this property to Commercial.
I am attaching the Application for Re-Zoning and the Proposed Site Plan for your review and Consideration.



Sam Dawoudi, PE

CSD Engineering Group
8846 Crazy Horse Trail
Houston, Texas 77064
Telephone 281-235-2811
Email: sam@csdengroup.com

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 2/15/2020

Topic:

Approve City Manager to execute a Professional Services Agreement with Freese & Nichols for the development of the Risk and Resilience Assessment and Emergency Response Plan required by the American Water Infrastructure Act of 2018.

Background:

The American Water Infrastructure Act (AWIA) of 2018 contains requirements for risk and resiliency planning and documentation for public water systems in order assess and address the risks from natural and man-made hazards. Public providers of populations servicing 50,000 residents or less, must have a plan submitted to the EPA by June 30, 2021.

Within six months of the assessment deadline of June 30, water systems must complete Phase 2 of the AWIA by developing an Emergency Response Plan that incorporates the findings of the Risk and Resiliency Assessment. The Emergency Response Plan must be submitted to the EPA by December 30, 2021. Once both plans are completed, the City will be responsible for reviewing and updating the assessment once every five years.

Staff has worked with Freese & Nichols to develop a Professional Service Agreement to perform the Risk and Resilience Assessment and develop the Emergency Response Plan in collaboration with staff for a total lump sum of \$65,900.00.

Origination: Public Works Department

Recommendation:

Staff recommends approving the City Manager to execute a Professional Services Agreement with Freese & Nichols for a total amount of \$65,900.00.

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: #600-613-6361

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

Signed	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Tomball, tX, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as AWIA Compliance Support.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Sixty-Five Thousand Nine Hundred Dollars, \$65,900.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

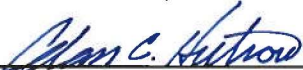
Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

City of Tomball, TX

By: 

By: _____

ALAN C. HUTSON VICE PRESIDENT_____
Print Name and TitleDate: 2/10/2021

Date: _____

ATTEST: 

ATTEST: _____

ATTACHMENT SC
City of Tomball
**American Water Infrastructure Act of 2018 (AWIA) Risk and Resilience Assessment (RRA) and
Emergency Response Plan (ERP)**

SCOPE OF SERVICES

Project Understanding:

America's Water Infrastructure Act (AWIA) of 2018, Section 2013, requires that all community water systems serving populations greater than 3,300 persons will assess the risks to and resilience of its system and then prepare or revise the utility's emergency response plan. Following is a scope of services to conduct a Risk and Resilience Assessment and develop or update an Emergency Response Plan for the City of Tomball water utility system for compliance with the requirements of AWIA Section 2013.

The detailed ERP will be conducted following the protocols detailed in the M19 (Emergency Planning for Water and Wastewater Utilities) guidance developed by the AWWA. The ERP will be finalized and then certified by the City of Tomball to the Administrator of the Environmental Protection Agency (EPA) by December 30, 2021 to comply with the deadline requirements for systems serving a population of 3,300 or more but less than 50,000.

Assumptions:

- Data is received in a timely manner.
- Analysis for water system only.

ARTICLE I

BASIC SERVICES: FNI shall render the following services in connection with the development of the Project:

TASK A: RISK AND RESILIENCE ASSESSMENT (RRA): FNI shall provide professional services in this phase as follows:

The RRA includes up to three workshops with the RRA team. An optional Council briefing is available as an Additional Service. An RRA report will be developed and provided. Due to the sensitive nature of the content, the RRA report is recommended to be protected from public access within applicable law.

Electronic document transfer for this project will be provided to the Client through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the RRA report will be hand-delivered.

A1. Project Kickoff, Data Collection and Review (included in Workshop No. 1)

FNI will conduct a kickoff meeting (as part of Workshop No. 1) with City of Tomball to introduce the FNI project team, review the scope of services and project schedule, and identify communication approaches. The kickoff meeting will also include a discussion of the background/history related to vulnerability and resilience for City of Tomball.

During the kickoff meeting, FNI will meet with the Client to determine the RRA team participants, needs and schedule. The following items will be discussed during the meeting:

- Project goals
- Project schedule
- Data, both provided and outstanding, for review by FNI
- Communication and information flow for the project
- Additional entities to coordinate with in the development of the project

The Client will provide the following documents, if available, to FNI for review ahead of the kickoff-meeting/Workshop No. 1:

- Previous vulnerability and risk assessments
- System diagrams
- Existing security plans and procedures
- Existing security countermeasures
- Business continuity plans / Continuity of operations plans
- SCADA system information
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Emergency response plans
- Other documents that may be related to the vulnerability and resilience of the water system.

A2. Identification of Critical Assets and Threats (and Workshop 1)

FNI will review the data collected for City of Tomball's water system to identify a preliminary list of assets. A database of the assets will be created for future evaluation through the project. FNI will conduct a preliminary evaluation of identified threats based on available published information from the U.S. EPA, FEMA, USGS, DHS and other relevant agencies. Threats to be evaluated include direct hazards to the water system from malevolent man-made sources and natural events, as well as tangential hazards from impacts to system dependencies or unaffiliated but near-proximity infrastructure.

FNI will conduct one workshop (Kick-off Meeting and Asset-Threat Workshop) with the City of Tomball RRA team to develop a prioritized list of asset-threat pairs to conduct a further risk and resilience evaluation. In the workshop, FNI will lead the RRA team through a review of the assets and an initial screening of consequences of failure to develop a list of critical assets.

FNI will then lead the RRA team through an evaluation of malevolent, natural, and dependency hazards to identify those of most relevance to the water system. Finally, FNI will facilitate the RRA team through a review of asset-threat pairs to prioritize the pairs to focus the risk and resilience evaluation.

The RRA will include a limited review of the operation and maintenance of the water system. FNI will discuss the status of an asset management program and approaches that could be undertaken to improve City of Tomball's resilience. The results of the assessment will be included in the RRA Report.

Up to 5 asset-threat pairs to be evaluated for the water system. Additional asset-threat pairs will be conducted upon request of the Client as an Additional Service.

Deliverable

1. FNI will provide meeting minutes within seven (7) days to summarize major discussion items, decisions, and action items.

A3. Cybersecurity Evaluation

Utilizing a cybersecurity framework guide following AWWA's cybersecurity protocols, FNI will provide a cyber security questionnaire that is generally based upon the AWWA and NIST guidelines. The City of Tomball will utilize the cybersecurity questionnaire to identify key weaknesses and mitigative strategies for the areas where Cybersecurity Practice Guides should be developed. FNI will explain the intent of the questionnaire as part of Workshop 1 or 2 as time permits.

A4. Risk and Resilience Analysis (and Workshop 2)

For each of the prioritized asset-threat pairs, FNI will conduct an initial evaluation to estimate the probability of occurrence of the threat (T), the vulnerability (V) of the assets to failure from the threat, and the consequence (C) of asset failure. FNI will initially input existing measures in place that serve to increase the resilience of the critical assets by mitigation of one or more of the risk factors. The risk to each asset is calculated as:

$$\text{Risk} = \text{Consequence} * \text{Vulnerability} * \text{Threat}$$

FNI will facilitate a final Workshop with the RRA team to present, evaluate and adjust the calculated risk for each asset-threat pair assessed based on team feedback. Through the workshop, a risk value for each asset-threat pair will be developed to allow for prioritization of assets for improvements. During the workshop, an initial identification of additional mitigation measures to further reduce risk and improve resilience will be identified. Mitigation measures may include policy and procedure improvements, physical security upgrades, structural improvements, staffing adjustments, and other actions.

Deliverable

1. FNI will provide meeting minutes from the Risk and Resilience Analysis Workshop within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.
2. FNI will provide the list of critical assets ranked by risk to City of Tomball for review and approval.

A5. Risk and Resilience Management (and Workshop No. 3)

FNI will evaluate the additional mitigation measures identified in the Risk and Resilience Analysis Workshop, and as appropriate, identify supplemental mitigation measures for consideration. The mitigation measures will be analyzed for risk reduction and resilience improvement, and rough approximation conceptual cost to City of Tomball. FNI will develop a prioritized list of mitigation measures based on benefit-cost ratio.

FNI will document the RRA and the prioritized mitigation measures for implementation in a draft RRA report. FNI will submit the draft RRA report to City of Tomball for review and incorporate any comments received into the final report.

Deliverable:

1. FNI will provide meeting minutes within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.
2. FNI will deliver the draft RRA report to City of Tomball in electronic PDF format for review and comment. Upon request, five (5) hard copies of the draft report will be provided.

A6. Final RRA Report and Certification of Compliance

Upon receipt of final comments on the draft RRA report, FNI will finalize the RRA report. FNI will assist City of Tomball to complete and submit the certification of the Risk and Resilience Assessment through the online EPA portal. A copy of the certification will be maintained in the final RRA report.

Deliverable:

1. FNI will deliver one electronic PDF copy of the final RRA report. Upon request, FNI will provide up to five (5) hard copies of the final RRA report.

TASK B: EMERGENCY RESPONSE PLAN (ERP): FNI shall provide professional services in this phase as follows:

The ERP includes three workshops with City of Tomball's designated ERP team. An optional Council briefing is available as an Additional Service. An ERP compliant with the requirements of AWIA of 2018 will be provided. Due to the sensitive nature of the content, the ERP report is recommended to be protected from public access within applicable law. The ERP will include documentation applicable to the water utility.

Electronic document transfer for this project will be provided to the Client through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the ERP will be hand-delivered.

B1. Project Coordination Meeting, Data Collection and Review (included in Initial Workshop)

FNI will conduct a meeting with City of Tomball to review the scope of services and project schedule. The meeting will also include a discussion of the background/history related to emergency response planning for City of Tomball. This meeting will be combined with the Workshop 1 discussed in item B2.

During the meeting, FNI will meet with City of Tomball to determine the ERP team participants, needs and project schedule. The team members should be experts in one or more of the following areas or have a role in the execution of the ERP:

- Utility management
- Emergency management
- Water treatment and operations
- SCADA operations
- Human resources management
- Procurement
- Other representatives include members of local police, fire and the local emergency planning committee

The following items will be discussed during the meeting:

- Additional entities to coordinate with in the preparation of the ERP
- Results of the Risk and Resilience Assessment

The Client will provide the following documents, if available, to FNI for review ahead of the meeting:

- System recovery plans
- System diagrams
- Crisis communications plan
- Other documents that may be related to the preparedness of the water system.

B2. Review of Existing Plans and Preparation of Initial ERP Outline (and Workshop 1)

FNI will review the data collected for the City of Tomball's water system to identify gaps and necessary information for an up-to-date ERP. FNI will prepare an initial inventory of available information to review/update and gaps in information where development by the ERP team will be required. The ERP will be developed in general accordance with the outline identified in the AWWA M19 guidance document.

FNI will conduct an initial workshop (ERP Preparation Workshop) with the ERP team. In this workshop, FNI will provide an overview of the proposed ERP contents and approach and the current status of information to fulfill these needs. A schedule of future ERP workshops will be established. Additional personnel necessary for the proper preparation of the ERP will be identified for inclusion in one or more of the future workshops.

Deliverable

1. ERP data gap analysis
2. FNI will provide meeting minutes within seven days of the meeting to summarize major discussion items, decisions, and action items.

B3. Emergency Response Plan Preparation (Workshop 2 and Workshop 3)

Through one (1) workshop, FNI will facilitate the ERP team to identify the components of the ERP. The critical components of an ERP include the following:

1. Utility overview (Workshop 2)
2. Emergency Operations Plan (Workshop 2)
 - a. Emergency Response/Incident Command System (ICS) roles
3. Communication with Internal Staff, External Entities, Customers, and Media (Workshop 2)
4. Emergency Plan and Procedures (Workshop 3)
 - a. Core Response Procedures to Specific Utility Wide Emergencies
5. Preparedness and Prevention Measures (Workshop 3)
 - a. Alternate Source Water Options
 - b. Mutual Aid Agreements
 - c. RRA Countermeasures
 - d. Detection Strategies

Hazard-specific plans addressing relevant threats identified in the Risk and Resilience Assessment will be developed through Workshop 3. FNI will provide initial content for the hazard-specific plans based on City of Tomball's existing ERP and/or industry-standard guidance.

Deliverable

1. FNI will provide meeting minutes within seven (7) days to summarize major discussion items, decisions, and action items.

B4. Draft Emergency Response Plan

FNI will compile the information collected and developed in the series of workshops to prepare a draft ERP. FNI will submit the draft ERP to City of Tomball for review and incorporate any comments received into the final report.

Deliverable:

1. FNI will deliver the draft ERP to City of Tomball in electronic PDF format for review and comment. Upon request, five (5) hard copies of the draft ERP will be provided.

B5. Final ERP and Certification of Compliance

Upon receipt of final comments on the draft ERP, FNI will finalize the ERP. FNI will assist City of Tomball to complete and submit the certification of the Emergency Response Plan through the online EPA portal. A copy of the certification will be maintained in the City of Tomball ERP.

Deliverable:

1. FNI will deliver one electronic PDF copy of the final ERP. Upon request, FNI will provide up to five (5) hard copies of the final ERP.

Summary of Schedule

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as follows:

- RRA to be finalized by June 30, 2021
- ERP to be finalized by December 30, 2021

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, Texas Water Development Board process delays, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

Summary of Fee

FNI shall perform the proposed scope of services based on rates set in the Master Agreement. FNI proposes to assist with the AWIA Risk and Resilience Assessment for a lump sum fee of \$29,900 and to assist with the AWIA Emergency Response Plan for a lump sum fee of \$36,000. A breakdown of the fee by task is the following:

City of Tomball AWIA Assistance Summary of Fee by Task	
Task A: AWIA Risk and Resilience Assessment	\$29,900
Task B: AWIA Emergency Response Plan	\$36,000
Project Total	\$65,900

ARTICLE II

SPECIAL SERVICES: FNI shall render the following services, which are not included in the Basic Services described above, in connection with the development of the Project:

RRA Phase – Council Briefing

FNI will develop and provide to the Council a summary overview of the AWIA of 2018, Section 2013 Risk and Resilience Assessment requirements and general approach taken for utility compliance. If provided in a secure setting, such as an Executive Session, FNI will be prepared to provide detailed results and prioritized recommendations of the RRA, if requested.

ERP Phase – Council Briefing

FNI will develop and provide to the Council a summary overview of the AWIA of 2018, Section 2013 Risk and Resilience Assessment requirements and general approach taken for utility compliance. If provided in a secure setting, such as an Executive Session, FNI will be prepared to provide detailed results and prioritized recommendations of the RRA, if requested.

ERP – Training Exercises

FNI will develop and provide overview training to personnel with identified roles and responsibilities in the ERP. The training will include a walk-through of the ERP, briefing on each role and responsibility, and available resources for implementation of the ERP. During the training, tabletop exercises will be conducted for a selection of relevant hazards to practice implementation of the ERP.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

- A. Visits to on-site locations in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- B. Providing basic or additional services on an accelerated time schedule. The scope of this service would include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- C. On-site meetings in addition to those outlined in Article 1.
- D. Preparation of wastewater system RRA or ERP.
- E. Preparation and assistance with emergency response plan training exercise.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Tomball, TX. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000 Automobile Liability (Any Auto) CSL \$1,000,000	Workers' Compensation As required by Statute Professional Liability \$3,000,000 Annual Aggregate
---	---
7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 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. 074 – Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee

Background:

Origination: Robert Hauck, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: Robert Hauck, 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>2-10-2021</u>	Approved by	_____
	Staff Member	Date		City Manager Date