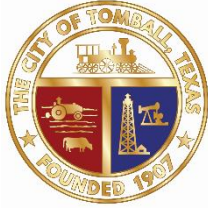


**NOTICE OF REGULAR COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, October 18, 2021
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, October 18, 2021 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, OCTOBER 18, 2021,
6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375 AND WILL PROVIDE
VIDEO ACCESS VIA ZOOM.COM. THIS MEETING AGENDA AND THE AGENDA
PACKET ARE POSTED ONLINE**

**AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE
MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN
ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.**

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 870 8869 2850, Passcode: 956121. 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 Courtney White – Fountain of Love Church of God in Christ
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

E. Reports and Announcements

1. Announcements

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

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

- I. Larrissa Roberts – Report on Success of ***Drive-Boo at Juergens Park and 2nd Saturday at the Depot***
- II. Mike Baxter – Report on Success of ***“Bluegrass Tomball”***

F. Approval of Minutes

- 1. Approve the Minutes of the October 4, 2021 Regular Tomball City Council Meeting

G. New Business

- 1. Approve Request from Concordia Lutheran High School for City Support and In-Kind Services for the ***3rd Annual Cruisin’ Crusaders 5K Run/Walk*** in downtown Tomball, on Saturday, February 5, 2022
- 2. Conduct Public Hearing of the City Council of the City of Tomball to Accept Public Comments and Discuss the Petition (the “Petition”), Filed by 318 Sydney Park, LLC (the “Petitioner”), requesting that the City Dissolve Public Improvement District Number Nine (the “District”) which contains Land Owned Only by the Petitioner and Located Entirely within the Corporate Limits of the City
- 3. Approve Resolution No. 2021-34, A Resolution Regarding the Dissolution of a Public Improvement District; Providing for a Severability Clause; Providing an Effective Date; and Containing Other Matters Relating to the Subject [TPID 9]

4. Approve Resolution No. 2021-37, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (*Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres described in Deed to Exxon Mobile Corporation, as recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075 Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas*) [0 Boudreaux, Lovett Industrial; HCAD No. 450260000004]
5. Approve Resolution No. 2021-38, a Resolution of the City Council of the City of Tomball, Texas, Authorizing Participation in the National Opioid Settlement Agreements Secured by the Office of the Attorney General as a “Non-Litigating Subdivision”; and, Authorizing the Mayor to Execute Certain Settlement Participation Documents
6. Consideration to Approve **Zoning Case P21-369**: Request by Louis Smulders to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.9 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the General Retail District. The property is generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas.

 - Conduct Public Hearing on **Zoning Case P21-369**
 - Adopt, on First Reading, Ordinance No. 2021-36, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.9 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the General Retail District, said property being generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
7. Approve Development Agreement between the City of Tomball and Classic Neighborhood – FC Holdings, LLC, for Public Improvement District (PID) Number 13, Pine Trails Subdivision

H. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of October 2021 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

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

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 18, 2021

Topic:

November 3, 2021 – **Depot Day** – 10:00 a.m. – 4:00 p.m. at the Depot – Honoring *National Model Railroad Month*

Background:

Origination:

Recommendation:

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

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 18, 2021

Topic:

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

Background:

Origination:

Recommendation:

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

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 18, 2021

Topic:

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

Background:

Origination:

Recommendation:

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

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 18, 2021

Topic:

Larrissa Roberts – Report on Success of *Drive-Boo at Juergens Park* and *2nd Saturday at the Depot*

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	10-8-2021	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 18, 2021

Topic:

Mike Baxter – Report on Success of “*Bluegrass Tomball*”

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	10-8-2021	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 18, 2021

Topic:

Approve the Minutes of the October 4, 2021 Regular Tomball City Council Meeting

Background:

Origination: City Secretary

Recommendation:

Approve

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

FUNDING (IF APPLICABLE)

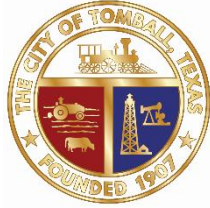
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	Doris Speer	10-8-2021	Approved by		
	Staff Member	Date		City Manager	Date

MINUTES OF REGULAR COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, October 4, 2021
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 4, 2021, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

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

PRESENT:

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

OTHERS PRESENT:

City Manager – David Esquivel
Interim Assistant City Manager/Police Chief – Jeff Bert
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Fire Chief – Joe Sykora
It Manager – Doug Tippey
Administrative Assistant-CSO – Sasha Luna
Community Center Manager – Rosalie Dillon
Police Lieutenant – Brandon Patin
Police Sergeant – Chris Burns
Police Sergeant – Shon Davis

B. Invocation - Led by Pastor Brandon Guindon – Real Life Ministries

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

D. The following Public Comments were received:

Brandy Beyer - Expressed the Chamber's support for and appreciation
GTACC of the City's support for the Annual Holiday Parade

E. Presentations

- Mayor Pro Tem Klein Quinn presented a Proclamation declaring October 5, 2021 as ***"World Teachers Day in Tomball, Texas"***
- Mayor Pro Tem Klein Quinn presented a Proclamation declaring October 3 through October 9, 2021 as ***"Tomball Fire Prevention Week"***

F. Reports and Announcements

1. Announcements

- I. October 8-9, 2021 – ***Zomball in Tomball*** – 5:00 p.m. – 9:00 p.m. at the Depot – ***Lots of Changes!!!!***
October 8 – ***DriveBoo at Juergen's Park*** (dusk) - families stay in and ***"trick or treat"*** from the car
October 9 – ***2nd Saturday at the Depot*** – 8 p.m.; A Halloween movie & free face painting
- II. October 16, 2021 – ***Bluegrass Tomball*** – 11:00 a.m. – 6:00 p.m. at the Depot
- III. November 3, 2021 – ***Depot Day*** – 10:00 a.m. – 4:00 p.m. at the Depot – Honoring ***National Model Railroad Month***
- IV. November 19, 2021 – ***Light it Up! Tree Lighting*** – 6:30 p.m. – 8:30 p.m. at the Depot
- V. November 20, 2021 – ***56th Annual Holiday Parade*** – Downtown; Sponsored by the Greater Tomball Area Chamber of Commerce – 10:00 a.m. to 12:30 p.m.

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

G. Approval of Minutes

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the Minutes of the September 20, 2021 Regular Tomball City Council Meeting and the September 27, 2021 Special Tomball City Council Meeting.

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

Motion carried unanimously.

H. New Business

1. Motion made by Council 1 Ford, Seconded by Council 2 Stoll, to nominate Susan Harris for the Unexpired Term on the Planning and Zoning Commission, Expiring June 1, 2023.

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

Motion carried unanimously.

Motion made by Council 1 Ford, Seconded by Council 2 Stoll, to appoint Susan Harris to the Unexpired Term on the Planning and Zoning Commission, Expiring June 1, 2023.

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

Motion carried unanimously.

2. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to appoint Caitlin McNeilly to the Vacant Extra-Territorial Position on the Capital Improvements Plan Advisory Commission.

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

Motion carried unanimously.

3. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to appoint Ellen Warren as an Alternate Member in an Unexpired Term on the Board of Adjustments for Term Expiring March 2, 2022.

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

Motion carried unanimously.

4. Motion made by Council 2 Stoll, Seconded by Council 4 Townsend, Sr., to approve Resolution No. 2021-36, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 56th Annual Tomball Holiday Parade, to be held

in Tomball on Saturday, November 20, 2021, and to Approve Requested Street Closures and In-Kind Services.

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

Motion carried unanimously.

5. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Klein Quinn, to approve the purchase of Ten (10) replacement vehicles for Police, Fire and Public Works through the State BuyBoard Cooperative Contract, from Caldwell Country in the amount of \$377,195.00.

Motion to AMEND made by Council 4 Townsend, Sr. to incorporate the outfitting costs and approve the purchase of Ten (10) replacement vehicles for Police, Fire and Public Works through the State BuyBoard Cooperative Contract, from Caldwell Country in the amount of \$493,281.28.

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

Motion to AMEND carried unanimously.

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

Motion, as AMENDED, carried unanimously.

6. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve request to hire three additional police officers and add one police car to the patrol fleet, to provide uniformed patrol deployment consistent with Texas Police Chiefs Association recommended staffing model.

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

Motion carried unanimously.

7. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to approve purchase of AXON body worn and digital in-car Cameras as indicated in Quote Q-331466-44438.819DW in the amount of \$416,812.75

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

Motion carried unanimously.

8. Executive Session: The City Council recessed at 7:24 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

Upon reconvening into session at 7:43 p.m., no action was taken.

- I. Motion made by Council 2 Stoll, Seconded by Council 5 Klein Quinn, to adjourn.

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

Motion carried unanimously.

PASSED AND APPROVED this the 18th day of October 2021.

Doris Speer
City Secretary, TRMC, MMC

Gretchen Fagan
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 18, 2021

Topic:

Approve Request from Concordia Lutheran High School for City Support and In-Kind Services for the *3rd Annual Cruisin' Crusaders 5K Run/Walk* in downtown Tomball, on Saturday, February 5, 2022

Background:

Concordia Lutheran High School is excited to announce the *3rd Annual Cruisin' Crusaders 5K Run/Walk* in downtown Tomball. The race will be on Saturday, February 5, 2022 with registration opening at 6:30 am and the race beginning at 8 am. Funds raised from the event will help Concordia's boys' and girls' cross-country programs.

Student-athletes from the cross-country programs, student volunteers, and parent volunteers will be working the event in addition to Houston Methodist providing a First Aid station for runners before, during, and after the race.

To help with the efficiency of the event, we are asking the City of Tomball for some in-kind services that include: Police, Fire, Public Works, and Coordination.

Event Information:

- We are estimating 175-275 runners for this event
- 5K race will begin at 8 am
 - o Race is stroller friendly
 - o Pets are not allowed on the course or at the event
- 1 Mile Kids Fun Run will begin at 9:15 am
 - o This will be an untimed race
 - o Kids must be ages 10 and under

Runner Benefits:

- Swag bag that includes a t-shirt and other goodies
- At the depot area, a First Aid station by Methodist will be available for runners before and after the race
- Also at the depot, there will be a refueling station where runners can pick up bagels, bananas, apples, and juices following the race
- Runners are able to compete for a prize of best team theme/costumes
 - o Teams must be at least 5 runners
- Overall Top 3 Finishers for Male/Female will receive pint glasses, gift cards and medals
- Top 3 Finishers from each age group for Male/Female will receive medals
- Finishers from Kids 1 Mile Fun Run will receive smaller medals for participating

Cost of the event:

- Pre-registered runners for 5K = \$30
- Pre-registered kid runners for 1 mile fun run = \$20
- Day of registration runners for 5K = \$35
- Day of registration for kid runners for 1 mile fun run = \$25

Other Logistical Items:

- Concordia will have a table promoting the school in the vendor area near the check-in/registration table
- City of Tomball is welcome to have a table/tent to promote upcoming events
- Concordia's drumline or pep band will be lining the street near the finish line for runners as they approach
- Concordia will be providing their own sound system and microphones for the event but will need access to the Depot's electrical outlets
- The start and finish line will feature a giant balloon arch for runners
 - o Finish line will feature a large race clock as well as a TV with scrolling results
- Concordia will provide parent volunteers that can be stationed throughout the course as needed by direction from Tomball PD to help with course turns while encouraging runners

Sponsorships Available:

- Mile Sponsors = \$500 (x3 available)
 - o Signage on the mile marker sign on the grass along the course
 - o 10x10 vendor space at depot closest to registration table and refueling station
 - o Company logo on the t-shirt for all participants
 - o Ability to put an item in the swag bag for participants
- Community Vendor Sponsors = \$250 (unlimited)
 - o 10x10 vendor space at depot
 - o Company name listed on back of t-shirt for all participants
 - o Ability to put an item in the swag bag for participants
- T-Shirt Sponsors = \$100 (unlimited)
 - o Company name listed on back of t-shirt for all participants
 - o Ability to put an item in the swag bag for participants

Maps are included; the red is the 5K route and the blue is the Kids 1 Mile Fun Run route.

Origination: Concordia Lutheran High School

Recommendation: N/A

Party(ies) responsible for placing this item on agenda: Larrissa Roberts, Marketing Assistant

Signed _____

Staff Member

Date

Approved by _____

Acting City Manager

Date

Concordia Lutheran High School is excited to announce the 3rd annual Cruisin' Crusaders 5K Run/Walk in downtown Tomball. The race will be on Saturday, February 5, 2022 with registration opening at 6:30 am and the race beginning at 8 am. Funds raised from the event will help Concordia's boys' and girls' cross country programs.

Student-athletes from the cross country programs, student volunteers, and parent volunteers will be working the event in addition to Houston Methodist providing a First Aid station for runners before, during, and after the race.

To help with the efficiency of the event, we are asking the City of Tomball for some in-kind services that include: Police, Fire, Public Works, and Coordination.

Event Information:

- We are estimating 175-275 runners for this event
- 5K race will begin at 8 am
 - o Race is stroller friendly
 - o Pets are not allowed on the course or at the event
- 1 Mile Kids Fun Run will begin at 9:15 am
 - o This will be an untimed race
 - o Kids must be ages 10 and under

Runner Benefits:

- Swag bag that includes a t-shirt and other goodies
- At the depot area, a First Aid station by Methodist will be available for runners before and after the race
- Also at the depot, there will be a refueling station where runners can pick up bagels, bananas, apples, and juices following the race
- Runners are able to compete for a prize of best team theme/costumes
 - o Teams must be at least 5 runners
- Overall Top 3 Finishers for Male/Female will receive pint glasses, gift cards and medals
- Top 3 Finishers from each age group for Male/Female will receive medals
- Finishers from Kids 1 Mile Fun Run will receive smaller medals for participating

Cost of the event:

- Pre-registered runners for 5K = \$30
- Pre-registered kid runners for 1 mile fun run = \$20
- Day of registration runners for 5K = \$35
- Day of registration for kid runners for 1 mile fun run = \$25

Other Logistical Items:

- Concordia will have a table promoting the school in the vendor area near the check-in/registration table
- City of Tomball is welcome to have a table/tent to promote upcoming events
- Concordia's drumline or pep band will be lining the street near the finish line for runners as they approach
- Concordia will be providing their own sound system and microphones for the event but will need access to the Depot's electrical outlets
- The start and finish line will feature a giant balloon arch for runners
 - o Finish line will feature a large race clock as well as a TV with scrolling results
- Concordia will provide parent volunteers that can be stationed throughout the course as needed by direction from Tomball PD to help with course turns while encouraging runners

Sponsorships Available:

- Mile Sponsors = \$500 (x3 available)
 - o Signage on the mile marker sign on the grass along the course
 - o 10x10 vendor space at depot closest to registration table and refueling station
 - o Company logo on the t-shirt for all participants
 - o Ability to put an item in the swag bag for participants
- Community Vendor Sponsors = \$250 (unlimited)
 - o 10x10 vendor space at depot
 - o Company name listed on back of t-shirt for all participants
 - o Ability to put an item in the swag bag for participants
- T-Shirt Sponsors = \$100 (unlimited)
 - o Company name listed on back of t-shirt for all participants
 - o Ability to put an item in the swag bag for participants

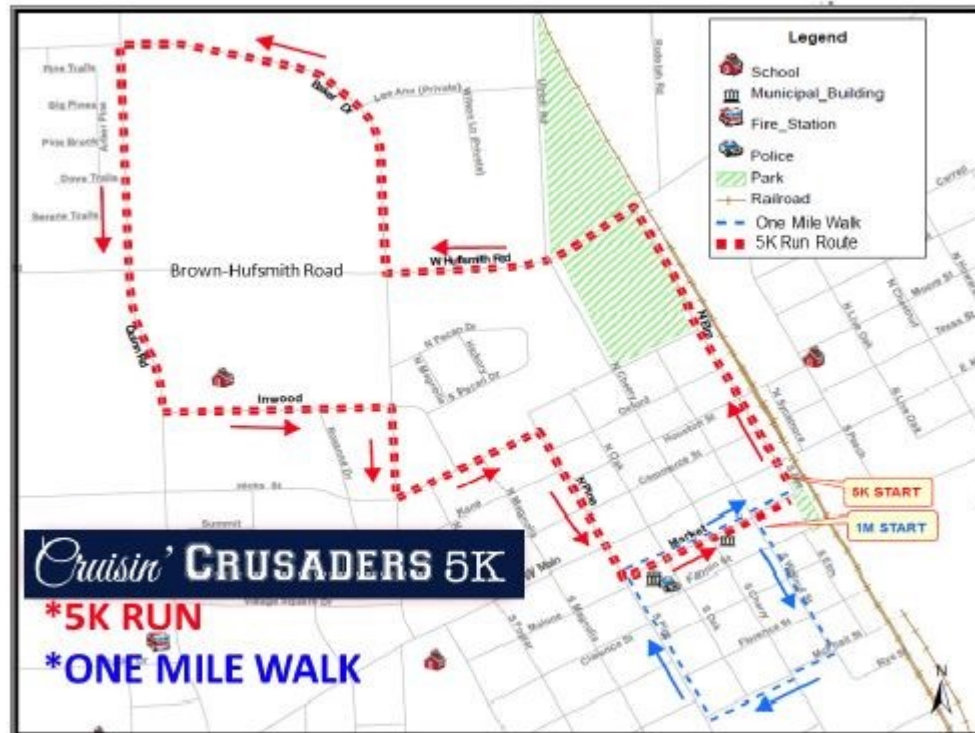
The race maps we would like to follow are listed below on the next page. The red is the 5K route and the blue is the Kids 1 Mile Fun Run route.

Thank you for your consideration,

Concordia's Cruisin' Crusaders 5K Planning Team &

Ashley Rains
Advancement Officer
Concordia Lutheran High School
rainsa@clhs-tx.org
281-351-2547 ext. 234

Jonathan Schleicher
Director of Advancement
Concordia Lutheran High School
schleicherj@clhs-tx.org
281-351-2547 ext. 213





RACE APPLICATION

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

An application to stage a race within the City of Tomball shall be filed with the Community Events Coordinator at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any race until formally approved by Tomball City Council. Only races of 5K or less will be considered.

Date: 7-27-2021

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

Bicycle Race ☐ Foot Race ☒ Race Walking ☐ Jogging Event ☐ Other (specify) ☐

1. Event title: Cruisin Crusader 5K
2. Sponsoring entity: Concordia Lutheran High School
3. Is this organization based in Tomball: Yes ☒ No ☐
4. Is this organization non-profit ☒ or for-profit ☐ *Current proof of non-profit stature required
5. Contact: Ashley Rains/Donatna Schleicher Phone: 832-528-6775
6. Contact address: 700 E. Main St. Tomball, TX 77375
7. Contact email: rainsa@clhs-tx.org, Schleicherj@clhs-tx.org
8. Event date: February 5th, 2022
9. Event times: Start 8:00am Finish 10:00am Set-up 6:00am Breakdown 10:30am
10. Is this event for charity? Yes ☐ No ☒
11. If yes, what charity? N/A Tax ID ☐
12. If yes, what percentage of the net proceeds will be donated? ☐
13. On-site contact: Ashley Rains Mobile Phone: 832-528-6775
14. Estimated number of registered participants: Run 200 Walk 50 Bicycle N/A
15. Is this event open to the public: Yes ☒ No ☐
16. How much is the registration fee: \$ 30 pre-reg. \$ 35 day of NA ☐
17. Time at which participants will begin to assemble: 6:30 am
18. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial AR
19. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial AR
20. Name of insurance carrier: Utica National Insurance Group
21. Organization has secured date with the Public Works Dept. and has paid deposit. ☐



RACE GUIDELINES & APPLICATION

CITY OF TOMBALL, TEXAS

Effective Date: Upon City Council Approval

INTRODUCTION: Timed foot races, bicycle races, race walking, wheelchair racing, rollerblading, marathons, jogging events and any other competitive events that occur on a public street in the City of Tomball require prior approval and must meet certain requirements for consideration, including approval by Tomball City Council. **NOTE:** color runs and nighttime runs will not be considered.

PROCEDURES: There are a several steps necessary before any non-city staged event may take place. Those include, but are not limited to, the following:

1. Races involving the City's downtown 5K course or similar route must confirm a minimum of 200 registered participants in order to be considered. Walks involving the City's 1 mile route must confirm a minimum of 50 participants in order to be considered.
2. A fee equal to the actual cost of city services to host the race will be required of all for-profit organizations and paid ten days prior to the event.

Non-profit organizations may request city services as an in-kind donation, but must still meet the minimum participant requirements. For profit organizations are not eligible for in-kind consideration.

Any non-profit organization failing to meet the minimum participant requirement will not be allowed to stage similar events in the future.

3. The race application (see attached) must be submitted at least 90 days prior to the event.
4. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to show will result in the event being cancelled by the City of Tomball.
5. If approved by the Tomball Events Team, the proposed race will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
6. Race events must take place between the hours of 8:00 a.m. and 12:00 p.m. on Saturday or Sunday only.
7. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
8. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the race organizer naming the City of Tomball as additional insured.
9. Event coordinators must provide their own volunteers and race contractors to work the start and finish lines, staging areas, sponsor booths, warm up and nutrition areas, water stations along the route, general clean-up at start/finish/along the route, and more.
10. Failure to comply with the guidelines above will preclude applicant from staging future events.

For additional information, or to submit a race application, please contact:

Denise Fiore - Community Events Coordinator

401 Market Street, Tomball, Texas 77375

281-351-5484 | dfiore@tomballtx.gov

22. Which of the following services are requested in support of this event:

☒ **Police:** Start time 7:30 to End time 10:30

☐ **Fire:** Start time _____ to End time _____

☒ **Public Works:** Start time 6:30 to End Time: 10:30

☐ **Marketing:** Start time _____ to End time: _____

☐ **Community Center:** Start time _____ to End time _____

☒ **Street closures/barricades:** Start time 7:45 to End time 10:15

☒ **Trash containers/dumpsters:** Start time 6:30 to End time 10:30

☒ **Restroom facilities/portacans:** Start time 6:30 to End time 10:30

☐ **EMS services:** Must be contracted separately at Northwest EMS

☐ **Other:** _____

Signature: 

Denise Fiore - Community Events Coordinator
City of Tomball
401 Market Street
Tomball, Texas 77375
281-351-5484
Email - dfiore@tomballtx.gov

FOR OFFICIAL USE - Deposit required: Yes ___ No ___ Amount Due: \$ _____

Internal Revenue Service
District Director

Department of the Treasury

Date: NOV 2 1983

Employer Identification Number:

76-0074905

Accounting Period Ending:

August 31

Form 990 Required: ☒ Yes ☐ No

► Concordia Lutheran High School of North
Harris County
P.O. Box 1339
Tomball, TX 77375

Person to Contact:

EO Technical Assistant

Contact Telephone Number:

(214) 767-2728

EO:7215:AS

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(ii)&509(a)(1).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

1100 Commerce St., Dallas, Texas 75242

(over)

Letter 947(DO) (5-77)

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

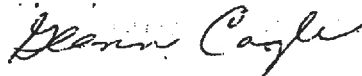
You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



GLENN CAGLE
DISTRICT DIRECTOR

* For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000 are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year.

With respect to your admissions policy, you state that you will not practice discrimination on the basis of race, color, national or ethnic origin. As a school, you are required to maintain racially nondiscriminatory policies as described in Revenue Ruling 71-447, 1971-2 Cumulative Bulletin 231, and to comply with all the requirements of Revenue Procedure 75-50, 1975-2 Cumulative Bulletin 587.

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 18, 2021

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to Accept Public Comments and Discuss the Petition (the “Petition”), Filed by 318 Sydney Park, LLC (the “Petitioner”), requesting that the City Dissolve Public Improvement District Number Nine (the “District”) which contains Land Owned Only by the Petitioner and Located Entirely within the Corporate Limits of the City

Background:

Origination: Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

Conduct Public Hearing for TPID 9 Dissolution

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

FUNDING (IF APPLICABLE)

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

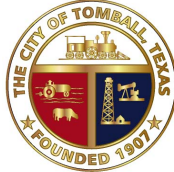
Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed	<u>Doris Speer</u>	<u>10-8-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

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

MONDAY, OCTOBER 18, 2021



6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO ACCEPT PUBLIC COMMENTS AND DISCUSS THE PETITION (THE “PETITION”), FILED BY 318 SYDNEY PARK, LLC (THE “PETITIONER”), REQUESTING THAT THE CITY DISSOLVE PUBLIC IMPROVEMENT DISTRICT NUMBER NINE (THE “DISTRICT”) WHICH CONTAINS LAND OWNED ONLY BY THE PETITIONER AND LOCATED ENTIRELY WITHIN THE CORPORATE LIMITS OF THE CITY.

Pursuant to Sections 372.009 and 372.011, Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Tomball, Texas (the “City”), will hold a public hearing to accept public comments and discuss the petition (the “*Petition*”), filed by 318 Sydney Park, LLC (the “*Petitioner*”), requesting that the City dissolve Public Improvement District Number Nine (the “*District*”) which contains land owned only by the Petitioner and located entirely within the corporate limits of the City.

Time and Place of Public Hearing. The public hearing will start at or after 6:00 P.M. on Monday, October 18, 2021 in the regular meeting place of the City Council in the Council Chamber in the City Hall located at 401 Market Street, Tomball, Texas 77375.

The boundaries of the District to be dissolved is described by metes and bounds hereto as EXHIBIT A.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

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 28th day of September 2021 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

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

EXHIBIT A

FIELD NOTE DESCRIPTION OF 9.2191 ACRES (401,586 SQUARE FEET) OF LAND OUT OF UNRESTRICTED RESERVE "H", BLOCK 1 OF LESLIE'S PARK SUBD., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 400005 H.C.M.R. AND BEING THE RESIDUE OF THAT CERTAIN CALLED 15.27 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20130446051 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 9.2191 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

BEGINNING at a 3/4 inch iron rod found in the East right-of-way line of Quinn Road (width varies) and the North line of Tomball ISD Tract, as recorded under H.C.C.F. No. S483753 for the Southwest corner of said Unrestricted Reserve "H", same being the Southwest corner of said called 15.27 acre tract and the herein described tract, said iron rod falling in the arc of a curve to the Right;

THENCE, Northerly, along the East right-of-way line of Quinn Road, with said curve to the Right, having a radius of 1150.00 feet, a central angle of 11°19'54", an arc length of 227.44 feet and a chord bearing and distance of N 07°52'32" W, 227.07 feet to the Point of Tangency of said curve, from which a found 3/4 inch iron rod bears, S 12°03' E, 2.4 feet;

THENCE, North 02°12'35" West, continuing along the East right-of-way line of Quinn Road, a distance of 54.40 feet to a 5/8 inch iron rod with cap found for the Westerly most Northwesterly corner of the herein described tract;

THENCE, North 42°41'46" East, along a cutback line, a distance of 1.46 feet to a 5/8 inch iron rod with cap found in the South right-of-way line of Brown Hufsmith Road for the Northerly most Northwesterly corner of the herein described tract;

THENCE, North 87°49'00" East, along the South right-of-way line of Brown Hufsmith Road, a distance of 767.00 feet to a 5/8 inch iron rod with cap found for the Point of Curvature of a curve to the Right;

THENCE, Easterly, continuing along the South right-of-way line of Brown Hufsmith Road, with said curve to the Right, having a radius of 1590.42 feet, a central angle of 07°44'22", an arc length of 214.83 feet and a chord bearing and distance of S 88°15'43" E, 214.67 feet to a 5/8 inch iron rod found for the Point of Tangency;

THENCE, South 84°23'32" East, continuing along the South right-of-way line of Brown Hufsmith Road, a distance of 161.36 feet to a 5/8 inch iron rod with cap found for the Northwest corner of Unrestricted Reserve "A", Block 1 of Brown-Hufsmith Church Subd., as recorded in Film Code No. 681555 H.C.M.R. and the Northeast corner of the herein described tract;

THENCE, in a Southerly direction, along and with the Westerly and Southerly line of said Brown-Hufsmith Church Subd., the following three (3) courses and distances:

1) South 02°26'52" East, 494.20 feet to a 5/8 inch iron rod with cap found for corner;

2) North 88°49'52" East, 41.44 feet to a 5/8 inch iron rod with cap found for corner;

3) South 69°30'55" East, 204.50 feet to a 5/8 inch iron rod with alum. cap found in the South line of said Unrestricted Reserve "H", same being the North line of 140-foot wide H.C.F.C.D. right-of-way, as recorded under H.C.C.F. No. M201069 for Southeasterly corner of the herein described tract, said iron marks the Point of Curvature of a curve to the Left;

THENCE, Southwesterly, along the North right-of-way line of said H.C.F.C.D. Fee Strip, with said curve to the Left, having a radius of 320.00 feet, a central angle of 19°50'30", an arc length of 110.82 feet and a chord bearing and distance of S 57°15'44" W, 110.26 feet to a 5/8 inch iron rod found for the Easterly corner of that certain called 3.996 acre tract recorded under H.C.C.F. No. W206016 and the Southerly corner of the herein described tract;

THENCE, in a Northwesterly direction, along and with the common line between said 3.996 acre tract and said Unrestricted Reserve "H", the following two (2) courses and distances:

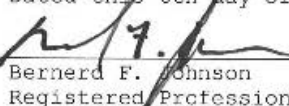
1) North 42°37'24" West, 144.35 feet to a 5/8 inch iron rod with cap found for corner;

2) South 88°49'52" West, 299.48 feet to a 5/8 inch iron rod with cap found in the East line of said Tomball ISD Tract for the Northwest corner of said called 3.996 acre and an exterior corner of the herein described tract;

THENCE, North 01°10'08" West, along the East line of said Tomball ISD Tract, a distance of 254.46 feet to a point for the Northeast corner of said Tomball ISD Tract and an interior corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, S 54°40' W, 0.70 feet;

THENCE, South 88°49'52" West, along the North line of said Tomball ISD Tract, a distance of 868.56 feet to the POINT OF BEGINNING and containing 9.2191 acres (401,586 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 6th day of November, 2018


Bernerd F. Johnson
Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00
(QW19) 18100A.T



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 18, 2021

Topic:

Approve Resolution No. 2021-34, A Resolution Regarding the Dissolution of a Public Improvement District; Providing for a Severability Clause; Providing an Effective Date; and Containing Other Matters Relating to the Subject [TPID 9]

Background:

Dissolution of Tomball Public Improvement District Number Nine (TPID 9) will be effective immediately upon approval of Resolution No. 2021-34.

Origination: Miklos Cinclair, representing John Jordan

Recommendation:

Approve Resolution No. 2021-34.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>10-8-2021</u>	Approved by	_____
	Staff Member	Date		City Manager _____
				Date

CITY OF TOMBALL, TEXAS

RESOLUTION NO. 2021-34

A RESOLUTION REGARDING THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT [TPID 9].

WHEREAS, the City of Tomball, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create and dissolve a public improvement district; and

WHEREAS, the City has previously taken action to create the "Public Improvement District Number Nine" (the "District") in accordance with the Act; and

WHEREAS, a landowner petition (the "Petition"), was filed with the City Secretary on April 12, 2021 requesting the dissolution of the District in accordance with the Act; and

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the City Council convened the public hearing to determine the advisability of dissolving the District; and

WHEREAS, such public meeting was convened on October 18, 2021 and all owners of property located within the District and all other interested persons were given the opportunity at such public hearings to speak for or against the dissolution of the District; and

WHEREAS, the City Council has made findings based on the information contained in the Petition presented to the City Council and the comments received at the public hearing. Now, therefore,

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

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

- (a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment in the District, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment in the District who own taxable real property that constitutes more than 50 percent of the area of all real property that is liable for assessment in the District;

- (b) the boundaries of the District include all of the property that is set forth and described in ***Exhibit A*** attached hereto and made a part hereof for all purposes;
- (c) the District has no obligations of indebtedness, costs or liabilities of any kind.

Section 3. Based on the foregoing, the City Council hereby finds dissolution of the District advisable and the District is hereby dissolved.

Section 4. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. The dissolution of the District shall take effect upon passage of this resolution.

PASSED AND APPROVED BY THE CITY COUNCIL ON THE CITY OF TOMBALL,
TEXAS, THIS THE 18TH DAY OF OCTOBER 2021.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

EXHIBIT A

FIELD NOTE DESCRIPTION OF 9.2191 ACRES (401,586 SQUARE FEET) OF LAND OUT OF UNRESTRICTED RESERVE "H", BLOCK 1 OF LESLIE'S PARK SUBD., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 400005 H.C.M.R. AND BEING THE RESIDUE OF THAT CERTAIN CALLED 15.27 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20130446051 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 9.2191 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

BEGINNING at a 3/4 inch iron rod found in the East right-of-way line of Quinn Road (width varies) and the North line of Tomball ISD Tract, as recorded under H.C.C.F. No. S483753 for the Southwest corner of said Unrestricted Reserve "H", same being the Southwest corner of said called 15.27 acre tract and the herein described tract, said iron rod falling in the arc of a curve to the Right;

THENCE, Northerly, along the East right-of-way line of Quinn Road, with said curve to the Right, having a radius of 1150.00 feet, a central angle of 11°19'54", an arc length of 227.44 feet and a chord bearing and distance of N 07°52'32" W, 227.07 feet to the Point of Tangency of said curve, from which a found 3/4 inch iron rod bears, S 12°03' E, 2.4 feet;

THENCE, North 02°12'35" West, continuing along the East right-of-way line of Quinn Road, a distance of 54.40 feet to a 5/8 inch iron rod with cap found for the Westerly most Northwestern corner of the herein described tract;

THENCE, North 42°41'46" East, along a cutback line, a distance of 1.46 feet to a 5/8 inch iron rod with cap found in the South right-of-way line of Brown Hufsmith Road for the Northerly most Northwestern corner of the herein described tract;

THENCE, North 87°49'00" East, along the South right-of-way line of Brown Hufsmith Road, a distance of 767.00 feet to a 5/8 inch iron rod with cap found for the Point of Curvature of a curve to the Right;

THENCE, Easterly, continuing along the South right-of-way line of Brown Hufsmith Road, with said curve to the Right, having a radius of 1590.42 feet, a central angle of 07°44'22", an arc length of 214.83 feet and a chord bearing and distance of S 88°15'43" E, 214.67 feet to a 5/8 inch iron rod found for the Point of Tangency;

THENCE, South 84°23'32" East, continuing along the South right-of-way line of Brown Hufsmith Road, a distance of 161.36 feet to a 5/8 inch iron rod with cap found for the Northwest corner of Unrestricted Reserve "A", Block 1 of Brown-Hufsmith Church Subd., as recorded in Film Code No. 681555 H.C.M.R. and the Northeast corner of the herein described tract;

THENCE, in a Southerly direction, along and with the Westerly and Southerly line of said Brown-Hufsmith Church Subd., the following three (3) courses and distances:

1) South 02°26'52" East, 494.20 feet to a 5/8 inch iron rod with cap found for corner;

2) North 88°49'52" East, 41.44 feet to a 5/8 inch iron rod with cap found for corner;

3) South 69°30'55" East, 204.50 feet to a 5/8 inch iron rod with alum. cap found in the South line of said Unrestricted Reserve "H", same being the North line of 140-foot wide H.C.F.C.D. right-of-way, as recorded under H.C.C.F. No. M201069 for Southeasterly corner of the herein described tract, said iron marks the Point of Curvature of a curve to the Left;

THENCE, Southwesterly, along the North right-of-way line of said H.C.F.C.D. Fee Strip, with said curve to the Left, having a radius of 320.00 feet, a central angle of 19°50'30", an arc length of 110.82 feet and a chord bearing and distance of S 57°15'44" W, 110.26 feet to a 5/8 inch iron rod found for the Easterly corner of that certain called 3.996 acre tract recorded under H.C.C.F. No. W206016 and the Southerly corner of the herein described tract;

THENCE, in a Northwesterly direction, along and with the common line between said 3.996 acre tract and said Unrestricted Reserve "H", the following two (2) courses and distances:

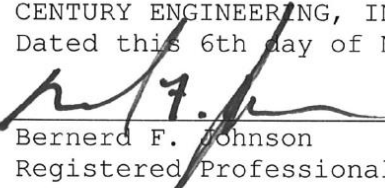
1) North 42°37'24" West, 144.35 feet to a 5/8 inch iron rod with cap found for corner;

2) South 88°49'52" West, 299.48 feet to a 5/8 inch iron rod with cap found in the East line of said Tomball ISD Tract for the Northwest corner of said called 3.996 acre and an exterior corner of the herein described tract;

THENCE, North 01°10'08" West, along the East line of said Tomball ISD Tract, a distance of 254.46 feet to a point for the Northeast corner of said Tomball ISD Tract and an interior corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, S 54°40' W, 0.70 feet;

THENCE, South 88°49'52" West, along the North line of said Tomball ISD Tract, a distance of 868.56 feet to the POINT OF BEGINNING and containing 9.2191 acres (401,586 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 6th day of November, 2018


Bernerd F. Johnson
Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00
(QW19) 18100A.T



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 18, 2021

Topic:

Approve Resolution No. 2021-37, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (*Being a Tract or Parcel Containing 240.075 Acres or 10,457,658 Square Feet of Land Situated in the Auguste Senerchal Survey, Abstract No. 722, Harris County, Texas, Being a Residue of a Called 314.8179 Acres described in Deed to Exxon Mobile Corporation, as recorded under Harris County Clerk's File (H.C.C.F.) No. W883345, with Said 240.075 Acre Tract Being More Particularly Described by Metes and Bounds Provided Herein, Harris County, Texas*) [0 Boudreaux, Lovett Industrial; HCAD No. 450260000004]

Background:

Approval of Resolution No. 2021-37 will declare the City's intention to annex the property located at 0 Boudreaux Road, located within the City's ETJ, and to schedule the required public hearing. Property consists of 240.075 acres of land, located at the northwest intersection of Boudreaux and Rocky Roads, just south of State Highway 99 (Grand Parkway).

A copy of the annexation calendar is included for Council review.

The Local Government Code now requires only one public hearing on proposed annexations. Staff's recommendation is that the public hearing be held during the regular Council meeting on November 15, 2021.

First reading of the ordinance to annex will be presented following the public hearing on November 15, 2021; second reading will be presented at the regular Council meeting on December 6, 2021.

Origination: Lovett Industrial/Exxon Mobil Corporation

Recommendation:

Approve Resolution No. 2021-37 and set Public Hearing Date of November 15, 2021

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	12/10/2020	Approved by	_____
	Staff Member	Date		City Manager
				Date

RESOLUTION NO. 2021-37

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATE, TIME, AND PLACE FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (BEING A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACRES DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS PROVIDED HEREIN, HARRIS COUNTY, TEXAS) [0 BOUDREAUX ROAD, LOVETT INDUSTRIAL; HCAD NO. 0450260000004]

* * * * *

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

Section 1. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 2. The City Council of the City of Tomball hereby calls a public hearing at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. **No suitable location is available for a public hearing to be held on the property proposed for annexation. The public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, during a Regular Council Meeting at 6:00 o'clock (6:00 p.m.), on November 15, 2021.** The annexation proceeding, of which notice of intention to annex is given by this Resolution, subsequent to such public hearing.

Section 3. The City Secretary of the City of Tomball is hereby directed to cause notice of such public hearing to be given by publication in a newspaper having general circulation within the City of Tomball and within the territory proposed to be annexed, the publication of notice of public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. The City Engineer is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearing called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE.

PASSED, APPROVED, AND RESOLVED this 18th day of October 2021.

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball



SCHEDULE 'B' NOTES

- [illegible]

GENERAL NOTES

- [illegible]

DESCRIPTION	DATE	AMOUNT	REMARKS
...	...	...	...

[illegible]

SURVEYOR'S CERTIFICATION

TO: LOUISIANA-KUWAIT 44, LLC
FROM: ARABIAN B L L S S-BAKER COMPANY

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

6 50 2022

647

REPORT CIPSS
 100 Strand Professional Land Surveyors

WINDROSE
AND SURVEYING | PLATTING

LAND SURVEYING | PLATTING

MILTA/NSPS LAND TITLE SURVEY OF
240.075 AC. / 10,457,658 SQ. FT.

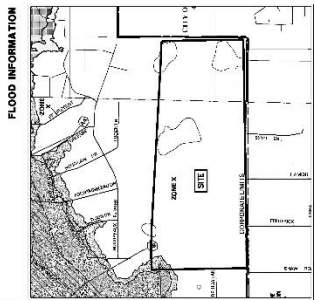
SITUATED IN THE
UGUISSENECHAL SURVEY
ARISTARCHUS 700

ABSTRACT NO. 722
ARRIS COUNTY, TEXAS

FILED BY:	J	CREATED BY:	PK	MOD NO:	58941 ALIA
RAW 3%:	76/03	DATE:	JUNE 2021	SI IC NO. 1	F 2

REVISIONS

DATE	REASON	BY
07/30/2021	AIRPORT LINE UTILS / WELL LOCATIONS	MC
08/05/2021	ADDRESSED COMMENTS	RK
08/20/2021	REVISED WELL EXCLUSION ZONES	RK



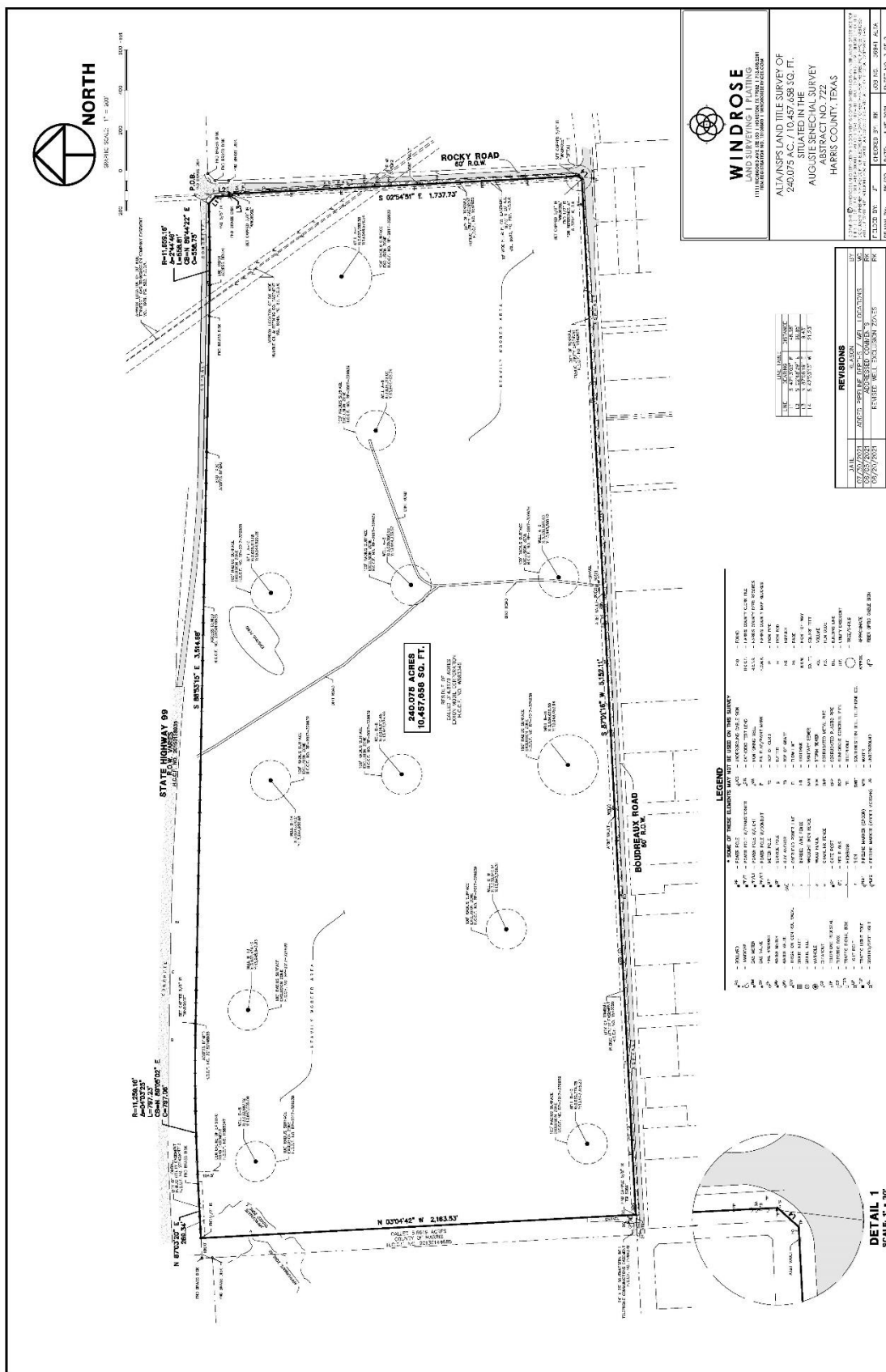


Exhibit "A" – Page 3

DocuSign Envelope ID: 7234CE75-FF97-401F-806D-F186DE0FF770



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

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

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

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

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

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

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

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

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

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

Exhibit "A" – Page 4

DocuSign Envelope ID: 7234CE75-FF97-401F-806D-F186DE0FF770

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

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

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

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

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

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

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

7-12-2021

DATE:

PROPOSED VOLUNTARY/OWNER-PETITIONED ANNEXATION - post-HB 347 – Exxon Mobil/Lovett Industrial – 240.075 Acres

Council approves annexation request on 10/18/2021 by adopting Resolution No. 2021-38 and sets 11/15/2021 as date for public hearing (regular Council meeting). Send to paper on 10/19/2021 to run in paper on 10/27/2021 (19 days' notice for 11/15/2021 meeting). Agreement to continue agricultural use is not required, as advised by property owner that planned development will be Office, Commercial, Retail, or Industrial. Proposed Development Agreement to be presented to Council prior to 11/15/2021; property closing in November.

Publish Dates & Public Hearing Dates – Complete Annexation on 12/6/2021				
	Publish Date	One Public Hearing at Regular Meeting	First Reading of Ordinance at Regular Meeting	Second Reading of Ordinance at Regular Meeting
Council approves annexation on 10/18/2021 and sets date for Public Hearing as 11/15/2021	10/27/2021	Regular Mtg 11/15/2021	11/15/2021	12/6/2021
2nd reading of the Ordinance is 14 days total to complete annexation from resolution approval	19 days' notice to 11/15/2021 PH			
49 days to complete (from Resolution approval).	To paper 10/19/21 to run on 10/27/21			
(19 days from first publication notice to first reading/institution of proceedings)	(-19 days) to 1 st reading	(Day 0)	(Day 0)	(+14 days)

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **19 days' notice for P.H.**

Annexation must be completed within 90 days of 1st reading of ordinance [*institution of proceedings*, LGC, Sec. 43.064] – 14 days after 1st reading

City must give notice regarding intention to annex area 30 days before first public hearing to public and private entities – county, fire department, emergency services districts, utility companies [LGC, Sec. 43.062(b)] – **Requirement is not mandatory if we annex by request, but it is City policy to notify entities.**

Resolution will be presented to Council on 10/18/2021 to approve and set public hearing on 11/15/2021.

Municipality must post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for **annexation**. Notice for hearing be published at least once on or after the 20th day but before the 10th day before the date of the hearing. Requires that the notice for hearing be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and remain posted until the date of the hearing.

Annexation Request**RECEIVED (KC)**
09/29/2021

The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

Exxon Mobil Corporation c/o Mathew Sawyer

Name of Owner(s) (Type or Print)

DocuSigned by:
Matthew L. Sawyer

September 28, 2021

871DCD7760DA461...
Owner's Signature

Date

Received by City Secretary

Date

Received by Community Development Department

Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

(Insert legal description [metes and bounds] here or attach separately.

See Attached

hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:

0450260000004

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - ☒ Yes ☐ No.
3. Attached is proof of ownership of the property by the undersigned - ☒ Yes ☐ No.

DocuSigned by:

Matthew L. Sawyer

871DCD7760DA461...
Full Legal Signature

Matthew Sawyer

Name *(print)*

Exxon Mobil Corporation

Company Name *(if applicable)*

22777 Springwoods Village Parkway

Mailing Address *(print)*

Spring, TX 77389

City, State, Zip

832.625.3049

Phone Number

matthew.l.sawyer@exxonmobil.com

E-mail Address *(print)*

September 28, 2021

Date

Full Legal Signature

Name *(print)*

Company Name *(if applicable)*

Mailing Address *(print)*

City, State, Zip

Phone Number

E-mail Address *(print)*

Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) _____

Name: Carmen Pearson

Company Name: Lovett Industrial, LLC

Mailing Address: 1902 Washington Ave, Suite A, Houston, TX 77007
City/State/Zip

Phone Number: 713.205.3588

E-mail Address: carmen.pearson@lovettindustrial.com

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.

(Attach a list of additional property addresses, if necessary.)

- a. 0 Boudreaux Road, Tomball TX 77377
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____

3. Nature of Existing Property:

Property Location: TR 1E, Abst 722 A Senechal Number of Acres: 240.075

Existing Zoning: None

Is development in conformance with existing zoning districts?

Yes ☒ No ☐ Don't know

Current Assessed Valuation of Land: \$7,843,320

Improvements: \$0

Total: \$7,843,320

☒ Check if this property does not currently contain any structures, then proceed to #4.

a.) Residential (existing)

_____ Check here if there are no residential structures on the property.

No. of Units _____

No. of Lots _____ **or Acres** _____

Single-Family _____

Duplexes _____

Four-Plex _____

Patio Homes _____

Townhouses _____

Apartments _____

b.) Office and Commercial (existing)

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

c.) Institutional (existing)

_____ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

d.) Industrial (existing)

_____ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

4. Anticipated Development**a.) Platting Status** *(Please check the applicable box below)*

_____ **A plat pertaining to this property has been submitted to the Community Development Department for review**

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

_____ **A plat will not be submitted within the next 6 months**

b.) Zoning Status - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

☒ **If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.**

Will zoning changes be required and requested in the future to accommodate anticipated development?

☒ Yes If yes, please describe: 240.075 acres of Industrial
☐ No

c.) Residential (anticipated)

☒ Check here if no residential structures are anticipated on the proposed property.

No. of Units _____ **Value of Units** _____
No. of Lots or Acres _____ **Total Estimated Value** _____

Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____
Total _____

General Retail

d.) Office and Commercial (anticipated)

_____ Check here if no office and/or commercial structures are anticipated on the proposed property.

Size (Sq. Ft.) 337,590 SF
Unit Value (\$/Sq. Ft.) \$60/SF
Total Estimated Value \$20,255,400
Structure 90,960 SF Retail Space
Exterior Site Improvements Site work including private utilities, driveways and parking
Total Site Coverage Max 90% per ordinance

e.) Institutional (anticipated)

☒ Check here if no institutional structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

f.) Industrial (anticipated)

_____ Check here if no industrial structures are anticipated on the proposed property.

Size (Sq. Ft.) 10,120,077 SF
Unit Value (\$/Sq. Ft.) \$33.70/SF
Total Estimated Value \$341,000,000
Structure 3,424,010 SF Warehouse Space
Exterior Site Improvements Public ROW with utilities and paving, and detention facilities
Site work including private utilities, driveways and parking
Total Site Coverage Max 90% per ordinance
Estimated Number of Employees 1200

g.) Staging of Anticipated Development (In %)

	Current						
	2021	2022	2023	2024	2025	2026	2027
Residential	_____	_____	_____	_____	_____	_____	_____
	_____	_____	<u>30</u>	<u>30</u>	<u>30</u>	_____	_____
Institutional	_____	_____	_____	_____	_____	_____	_____
Industrial	_____	_____	<u>22</u>	<u>17</u>	<u>31</u>	<u>24</u>	<u>7</u>



WINDROSE

LAND SURVEYING | PLATTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-12-2021

DATE:

Certificate Of Completion

Envelope Id: 7234CE75FF97401F806DF186DE0FF770

Status: Completed

Subject: Please DocuSign: Application for Re-Zoning_20210927.pdf, Annexation Request Application_2021092...

Source Envelope:

Document Pages: 17

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Donetta Williams

AutoNav: Enabled

Address Redacted

Envelopeld Stamping: Enabled

donetta.e.williams@exxonmobil.com

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 136.228.238.27

Record Tracking

Status: Original

Holder: Donetta Williams

Location: DocuSign

September 28, 2021 | 11:46

donetta.e.williams@exxonmobil.com

Security Appliance Status: Connected

Pool: Main SecApp 1

Signer Events**Signature****Timestamp**

Matthew L. Sawyer

matthew.l.sawyer@exxonmobil.com

Commercial Portfolio Manager

ExxonMobil Environmental Services Company

Security Level: Email, Account Authentication
(None)

DocuSigned by:



871DCD7760DA461...

Sent: September 28, 2021 | 11:47

Viewed: September 28, 2021 | 11:50

Signed: September 28, 2021 | 12:23

Signature Adoption: Pre-selected Style

Using IP Address: 158.26.2.169

Electronic Record and Signature Disclosure:

Accepted: February 2, 2021 | 15:37

ID: 3db06858-43db-4638-a85b-424bf25c0191

Company Name: Exxon Mobil Corporation

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

September 28, 2021 | 11:47

Certified Delivered

Security Checked

September 28, 2021 | 11:50

Signing Complete

Security Checked

September 28, 2021 | 12:23

Completed

Security Checked

September 28, 2021 | 12:23

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE Exxon Mobil Corporation (ExxonMobil) [1] uses the DocuSign service to collect signatures, endorsements, and approvals for corporate purposes. DocuSign may be used by ExxonMobil to conduct corporate business endorsements and approvals or to gather electronic signatures from 3rd parties for business purposes. Please read the information below and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button.

Acknowledging your access and consent to receive materials electronically By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference.
- I am authorized to do the specific type of work (approve, endorse, etc.) in the country where I am physically located when using DocuSign

Getting paper copies You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing the document.

How to contact Exxon Mobil Corporation: For email address changes or if you have questions about a document you receive please contact the sending ExxonMobil Business organization.

[1] ExxonMobil and/or ExxonMobil Affiliates mean (a) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (b) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter, directly or indirectly (1) owns or (2) controls, more than fifty per cent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("Affiliated Company") and (c) any joint venture in which Exxon Mobil Corporations, any parent of Exxon Mobil Corporation or an Affiliated Company has day to day operational control.

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Dear Mr. Esquivel,

Your City should have recently received an email regarding the National Opioid Settlement (“Settlement”). This memo is intended to give you general information on what the Settlement is and how it may affect your City. This memo will also inform you of what you need to do to obtain the potential settlement funds already allocated to your City. This memo is *not* intended to encompass every detail of the Settlement and we encourage you to contact us with further questions.

This Settlement is essentially a *conditional* Settlement between the Manufacturer and Distributors (collectively “Defendants”) of certain opioids and the Nation which their product has harmed. The Settlement is contingent on state and local participation and incentive opt in. This opt in requires that states and local municipalities (not private parties) release all present and future claims against said Defendants and in return, receive an allocated Settlement amount to be used to prevent and mitigate the harmful effects of the opioid crisis. Note that there will be specific requirements for spending the allocated Settlement amount.

Your City does not have pending litigation against these Defendants. Any citizen or business in your City that may have pending litigation or future claims against these Defendants will not be affected by your City’s participation in this settlement.

Phase one of the Settlement dealt with state participation. Texas, along with 41 other states, opted into this conditional settlement. These 42 “Settling States” qualified as a “critical mass” and has allowed this Settlement to proceed to phase two: subdivision participation. The subdivisions of each Settling State (including your City) will have 120 days to determine whether they will participate the settlements. **The deadline to opt in is January 2, 2022.** The Defendants will then have 30 days to determine whether the percentage of participating subdivisions qualifies as a “critical mass”. If so, the Consent Judgments will be finalized. If the percentage of participating subdivisions does not qualify as a “critical mass”, those in litigation will remain the and the Settlement will not take effect.

The total Settlement amount is approximately \$26 billion. Texas could potentially receive up to approximately \$1.5 billion. Your City has been allocated \$34,620.00.

We encourage your City to participate in this Settlement. Because your City is not involved in pending litigation, there are no current claims to release. Additionally, the City is not stripping any private right of individuals in your City to continue a claim or pursue a claim against these Defendants. By participating in this Settlement, you will contribute to the effort to get a “critical mass” enabling the Settlement to move forward, and in turn, receive the allocated funds.

To receive these funds, the City will need to submit three documents to opioids@oag.texas.gov. The first is a Resolution authorizing the City to participate in the Settlement. The second and third documents are the “Subdivision Participation Form (JNJ)” and “Subdivision Participation Form (Distributors)”. These participation forms along with a draft Resolution are attached. Finally, the Texas Term Sheet will be incorporated and attached as an exhibit to your Resolution. Please follow normal Resolution protocol. It is important to note that this Resolution needs to be considered sooner rather than later because the deadline to opt into participation in this Settlement is **January 2, 2022**. We recommend adding this matter to the agenda for one of your upcoming meetings.

We appreciate your attention to this matter. Please do not hesitate to reach out to our office with questions or concerns.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 18, 2021

Topic:

Approve Resolution No. 2021-38, a Resolution of the City Council of the City of Tomball, Texas, Authorizing Participation in the National Opioid Settlement Agreements Secured by the Office of the Attorney General as a “Non-Litigating Subdivision”; and, Authorizing the Mayor to Execute Certain Settlement Participation Documents

Background:

Resolution No. 2021-38 is presented for Council consideration and approval.

Per the information provided by our attorneys, Olson & Olson, this Settlement is a *conditional* settlement between the manufacturers and distributors of certain opioids and the “Nation” which has been harmed by those products. It is contingent upon state and local participation; Tomball must release all present and future claims against said defendants and will, in return, receive an allocated settlement amount. The settlement amount must be spent under specific requirements.

Tomball has been allocated \$34,620.00 as its portion; Tomball has no pending litigation in this matter and is encouraged to participate in this settlement.

To receive these funds, Tomball will need to submit three documents to opioids@oag.texas.gov. The first is Resolution No. 2021-38, authorizing the City to participate in the Settlement. The second and third documents are the “Subdivision Participation Form (JNJ)” and “Subdivision Participation Form (Distributors)” (attached). Finally, the Texas Term Sheet will be incorporated and attached as an exhibit to Resolution No. 2021-38. It is important to note that this Resolution needs to be considered sooner rather than later because the deadline to opt into participation in this Settlement is January 2, 2022.

Origination: Olson & Olson

Recommendation:

Approve Resolution No. 2021-38

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

FUNDING (IF APPLICABLE)

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

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

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

RESOLUTON NO. 2021-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL AS A “NON-LITIGATING SUBDIVISION”; AND, AUTHORIZING THE MAYOR TO EXECUTE CERTAIN SETTLEMENT PARTICIPATION DOCUMENTS.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, the “Defendants”) have engaged in fraudulent or reckless marketing or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the United States and the State of Texas; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group representing political subdivisions in the State of Texas entered into an Agreement entitled, “Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet” (the “Texas Term Sheet”), approving the allocation of any and all opioid settlement funds within the State of Texas, with the Texas Term Sheet being attached to this Resolution as Exhibit “A”; and

WHEREAS, the City desires to adopt and approve the Texas Term Sheet in its entirety; and **NOW, THEREFORE**,

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

SECTION 1. THAT the statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. THAT the City Council of the City (the “Council”) hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City.

SECTION 3. THAT the Council hereby acknowledges that the purpose of the Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants, as defined therein.

SECTION 4. THAT the Council hereby acknowledges that an additional purpose of the Texas Term Sheet is to create an effective means of distributing any potential settlement funds obtained under the Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City and throughout the State of Texas.

SECTION 5. THAT the Texas Term Sheet be approved and adopted in its entirety, including the allocation method for opioid settlement proceeds.

PASSED AND APPROVED ON THE 18TH DAY OF OCTOBER 2021.

FOR THE CITY:

**GRETCHEN FAGAN, MAYOR
CITY OF TOMBALL, TEXAS**

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT A – THE “TEXAS TERM SHEET”

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. "The State" shall mean the State of Texas acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Texas municipality and county.
3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

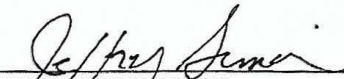


KENNETH PAXTON, JR.
ATTORNEY GENERAL

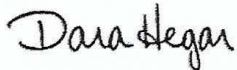
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



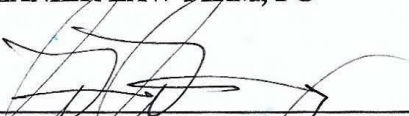
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. *Administration*

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. *Operation and Expenses*

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	McLennan County	\$529,641
Big Lake	\$547	McMullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzson	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadbuss	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Euless	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windercrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kennedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 18, 2021

Topic:

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

Conduct Public Hearing on **Zoning Case P21-369**

Adopt, on First Reading, Ordinance No. 2021-36, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.9 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the General Retail District, said property being generally located at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

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

Origination: Louis Smulders

Recommendation:

Approval of the rezoning to Office District.

Party(ies) responsible for placing this item on agenda: Kim Chandler, Community Development Coordinator

FUNDING (IF APPLICABLE)

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

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

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

ORDINANCE NO. 2021-36

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.9 ACRES OF LAND LEGALLY DESCRIBED AS RESERVE A BLOCK 3 OF PINE MEADOWS, FROM THE SINGLE-FAMILY 6 DISTRICT TO THE GENERAL RETAIL DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THEIS LANE AND SOUTH CHERRY STREET, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

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

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

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

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

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

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

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

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

Ordinance No. 2021-36

Section 2. The zoning classification of the Property is hereby changed from the Single-Family 6 District to the General Retail 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 General Retail District with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the General Retail 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 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 18TH DAY OF OCTOBER 2021.

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

SECOND READING:

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

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

ATTEST:

Gretchen Fagan, Mayor

Doris Speer, City Secretary

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



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

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

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

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

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

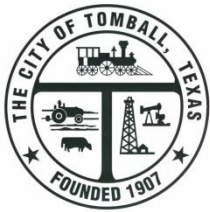
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **7th** day of **October 2021** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the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

Kim Chandler

Kim Chandler

Community Development Coordinator

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



Notice of Public Hearing

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

CASE NUMBER: P21-369

APPLICANT/OWNER: Louis Smulders

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

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2 acres of land legally described as Reserve A Block 3 of Pine Meadows, from the Single-Family 6 District to the General Retail District.

CONTACT: Kim Chandler

PHONE: (281) 290-1405

E-MAIL: kichandler@tomballtx.gov

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

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



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

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

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

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

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

Name:

BRENDA WELLS

(please print)

Address:

12710 PINE WOODS ST.

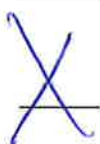
TOMBALL, TX 77375

Signature:

Brenda Wells

Date:

10-1-2021



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

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

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

Monday, October 11, 2021 6:00 PM

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

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

Monday, October 18, 2021 6:00 PM

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

COMMENTS:

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

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

Please reference the case number in the subject line.

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

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

Name:

(please print)

Address:

HIGHTOWER INVESTMENTS LTD - William G. HIGHTOWER

6115 THEALL Rd.

Houston TX 77066

Signature:

Date:

William G. Hightower

10/01/2021



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

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

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

Monday, October 11, 2021 6:00 PM

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

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

Monday, October 18, 2021 6:00 PM

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

COMMENTS:

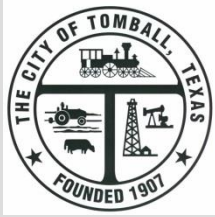
WE NEED RETAIL SPACE IN THIS AREA

Will be GOOD FOR FUTURE GROWTH SURROUNDING

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

Please reference the case number in the subject line.

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



Rezoning Staff Report

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

City Council Public Hearing Date: October 18, 2021

Rezoning Case: P21-369

Property Owner(s): Louis Smulders

Applicant(s): Louis Smulders

Legal Description: Reserve A Block 3 Pine Meadows

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

Area: Approximately 1.9 acres

Comp Plan Designation: Neighborhood Residential (Exhibit “B”)

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

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

Adjacent Zoning & Land Uses:

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

BACKGROUND

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

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

ANALYSIS

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

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

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

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

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

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

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

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

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

PUBLIC COMMENT

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

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff is unable to recommend approval of Zoning Case P21-369. The Office Zoning District may be more appropriate for this property, as it is intended to be a transition district between residential uses and more intense uses. More intense uses would require a CUP that would give the City an opportunity to evaluate the impact of those uses on adjoining residential properties and require appropriate measures to mitigate the adverse impacts.

EXHIBITS

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

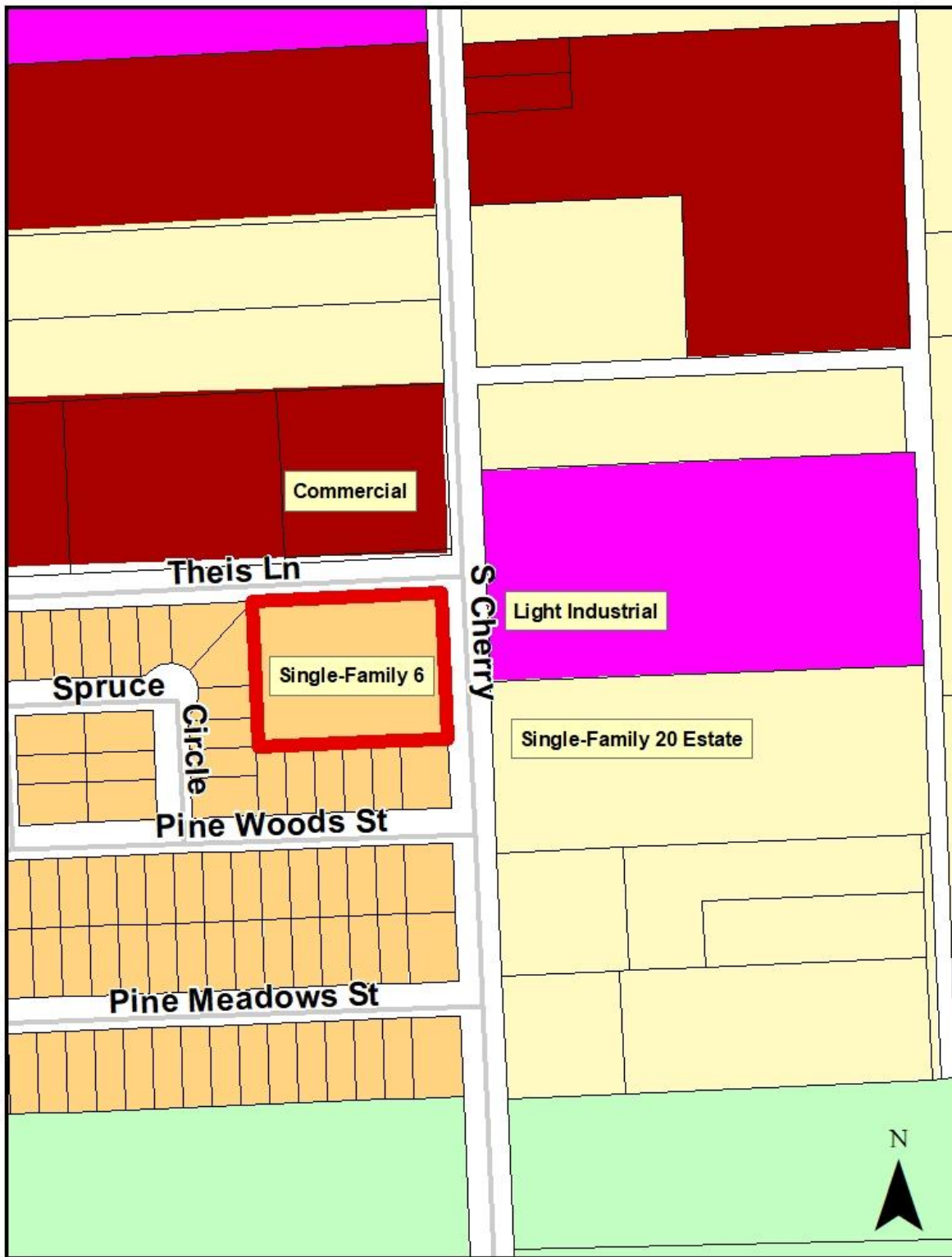
A. Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan



Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



**Exhibit “E”
Land Use Matrix**

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

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

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

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

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

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

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Engraving plant			P	
Envelope manufacture			P	
Exhibition hall ‡		C	P	
Exterminator service/company (no outdoor sales or storage)		P	P	
Fair ground or rodeo ‡			C	
Family home (child care in place of residence) ‡	P	P	P	
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	P	
Farm/garden machinery and equipment manufacture			C	
Fats and oils (animal) manufacture				
Feed and grain store/farm supply store ‡		C	P	
Feed manufacture			C	
Felt manufacture				
Fix-it shops, small engine, saw filing, mower sharpening		C	P	
Fixtures manufacture			C	
Florist shop (retail only) ‡	C	P	P	
Flour and other grain mills				
Food or grocery store		P	P	
Food processing ‡			C	
Footwear manufacture			C	
Fortunetelling and similar activities ‡				
Foundry, all types				
Fraternal organization ‡	C	P	P	
Fraternity or sorority house ‡	C	C	C	
Funeral home ‡		C	P	
Fur/hide tanning and finishing				
Furnace manufacture				
Furniture and appliance store (retail only) ‡		P	P	
Furniture manufacture			C	

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

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

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

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

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

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

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

TYPES OF LAND USES PERMITTED IN OFFICE, GENERAL RETAIL & COMMERCIAL		Nonresidential Zoning Districts		
Source: City of Tomball Chapter 50 - Zoning				
P Designates use permitted (Blank) Designates use prohibited (i.e., not allowed) C Designates use may be permitted by a CUP (also see section 50-81) ‡ The land use is defined within section 50-2				
Zoning Categories	O	GR	C	
Warehouse (defined under storage or wholesale warehouse) ‡		C	P	
Waste paper products manufacture				
Water distillation			P	
Wedding chapel		P	P	
Welding shop		C	P	
White lead manufacture				
Wholesale trade, nondurable goods		C	P	
Wood container manufacture			C	
Wood distillation (manufacture of tar, charcoal, turpentine and similar				
Wood preserving manufacture and treatment				
Wood products manufacture			C	
Woodworking shops		C	P	
Wrecking materials yard ‡				

Exhibit “F”

Rezoning Application



RECEIVED (KC)
09/01/2021

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

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

Applicant

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

Owner

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

Engineer/Surveyor (if applicable)

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

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

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

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

Current Zoning District: SF-6 Single Family

Current Use of Property: Vacant

Proposed Zoning District: General Retail

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

HCAD Identification Number: 1252560030038 Acreage: 1.9 Acres

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

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

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

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

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

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

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

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

APPLIED	420.00
TENDERED	420.00
CHANGE	0.00

713-906-9119
 BURKE@SBCGLOBAL.NET

BURKE FROELICH
 REAL ESTATE AGENT

THE WIRT COMPANY
 COMMERCIAL - INVESTMENTS - ACREAGE

THE STATE OF TEXAS
COUNTY OF HARRIS

I, Lou Smulders, of Maritia L. P., his successors in office and assigns, whose address is 11530 Brown Road, Tomball, Texas 77377, owner, hereinafter referred to as owners of the 30.5747 acre tract described in the above and foregoing plat of Pine Meadows, do hereby make and establish said subdivision of said property according to all laws, dedications, restrictions, and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself, my heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

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

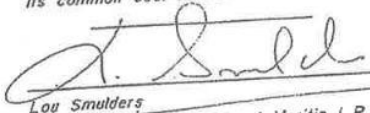
Further, owners do hereby covenant and agree that all the property within the boundaries of this plat shall be restricted to provide that the drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in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

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

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

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

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


Lou Smulders

Executive Vice President, of Maritia L.P.

①



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

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

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

Darwin
 Mayor
Doris Speer
 Doris Speer, City Secretary

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

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

B. KAUFMAN

Clerk of the County Court
 Harris County, Texas

UAP

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

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

3

DATE: FEBRUARY 27, 20

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

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

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

Ben Griffin
BEN GRIFFIN, CITY MANAGER

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

o'clock ^A M., and

PINE MEADOWS

FINAL PLAT

A SUBDIVISION OF 30.5747 ACRES

LOCATED IN THE J. PRUITT SURVEY, A-629

CONSISTING OF

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

JANUARY 27, 2003

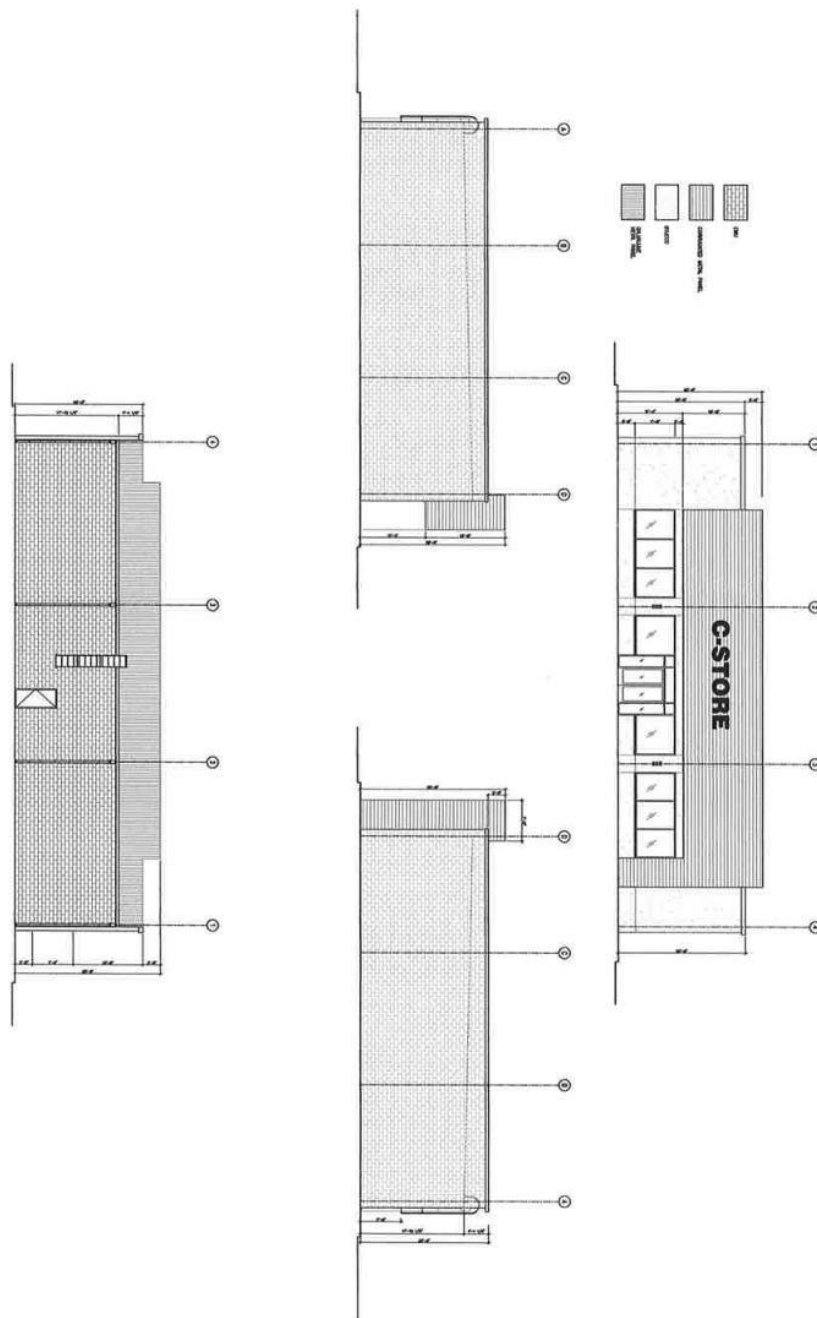
MARITIA L.P.
1530 BROWN ROAD
TOMBALL, TEXAS 77377
(832) 755-5072

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

4

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

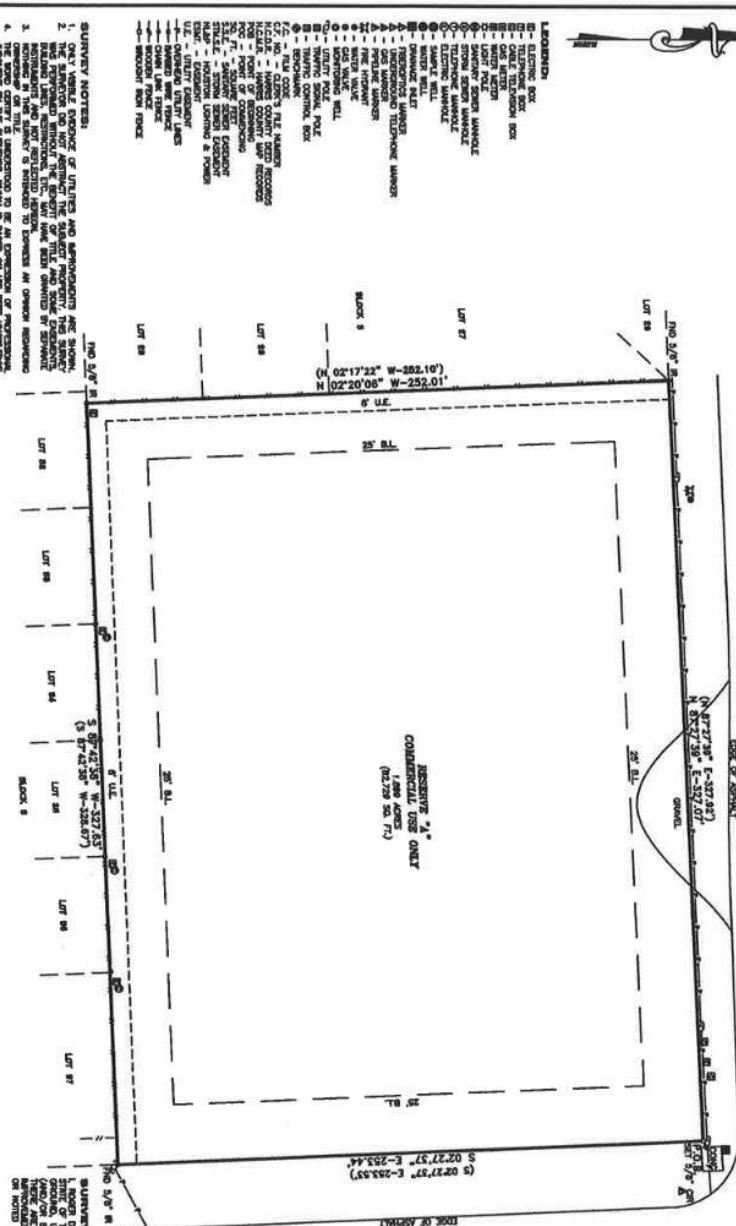
FRONTIER SURVEYORS, INC.
990 VILLAGE SQUARE, SUITE 6-200
TOMBALL, TEXAS 77375
(281) 351-7155
JOS NO. 20030203



SCHEME 4
01/20/2020



JESSE PRUITT SURVEY, A-629
HARRIS COUNTY, TEXAS
THEIS LANE
800'-0" x 400'-0" (200' x 100' x 200' x 100')
VOL. 108A, PG. 253 & 254, 516, PG. 25A, N.C.M.B.



- MONUMENTS
- 1. - ELECTRIC POLE
 - 2. - TELEPHONE POLE
 - 3. - CABLE TELEVISION POLE
 - 4. - WOOD SIGN
 - 5. - WOOD SIGN
 - 6. - WOOD SIGN
 - 7. - WOOD SIGN
 - 8. - WOOD SIGN
 - 9. - WOOD SIGN
 - 10. - WOOD SIGN
 - 11. - WOOD SIGN
 - 12. - WOOD SIGN
 - 13. - WOOD SIGN
 - 14. - WOOD SIGN
 - 15. - WOOD SIGN
 - 16. - WOOD SIGN
 - 17. - WOOD SIGN
 - 18. - WOOD SIGN
 - 19. - WOOD SIGN
 - 20. - WOOD SIGN
 - 21. - WOOD SIGN
 - 22. - WOOD SIGN
 - 23. - WOOD SIGN
 - 24. - WOOD SIGN
 - 25. - WOOD SIGN
 - 26. - WOOD SIGN
 - 27. - WOOD SIGN
 - 28. - WOOD SIGN
 - 29. - WOOD SIGN
 - 30. - WOOD SIGN
 - 31. - WOOD SIGN
 - 32. - WOOD SIGN
 - 33. - WOOD SIGN
 - 34. - WOOD SIGN
 - 35. - WOOD SIGN
 - 36. - WOOD SIGN
 - 37. - WOOD SIGN
 - 38. - WOOD SIGN
 - 39. - WOOD SIGN
 - 40. - WOOD SIGN
 - 41. - WOOD SIGN
 - 42. - WOOD SIGN
 - 43. - WOOD SIGN
 - 44. - WOOD SIGN
 - 45. - WOOD SIGN
 - 46. - WOOD SIGN
 - 47. - WOOD SIGN
 - 48. - WOOD SIGN
 - 49. - WOOD SIGN
 - 50. - WOOD SIGN
 - 51. - WOOD SIGN
 - 52. - WOOD SIGN
 - 53. - WOOD SIGN
 - 54. - WOOD SIGN
 - 55. - WOOD SIGN
 - 56. - WOOD SIGN
 - 57. - WOOD SIGN
 - 58. - WOOD SIGN
 - 59. - WOOD SIGN
 - 60. - WOOD SIGN
 - 61. - WOOD SIGN
 - 62. - WOOD SIGN
 - 63. - WOOD SIGN
 - 64. - WOOD SIGN
 - 65. - WOOD SIGN
 - 66. - WOOD SIGN
 - 67. - WOOD SIGN
 - 68. - WOOD SIGN
 - 69. - WOOD SIGN
 - 70. - WOOD SIGN
 - 71. - WOOD SIGN
 - 72. - WOOD SIGN
 - 73. - WOOD SIGN
 - 74. - WOOD SIGN
 - 75. - WOOD SIGN
 - 76. - WOOD SIGN
 - 77. - WOOD SIGN
 - 78. - WOOD SIGN
 - 79. - WOOD SIGN
 - 80. - WOOD SIGN
 - 81. - WOOD SIGN
 - 82. - WOOD SIGN
 - 83. - WOOD SIGN
 - 84. - WOOD SIGN
 - 85. - WOOD SIGN
 - 86. - WOOD SIGN
 - 87. - WOOD SIGN
 - 88. - WOOD SIGN
 - 89. - WOOD SIGN
 - 90. - WOOD SIGN
 - 91. - WOOD SIGN
 - 92. - WOOD SIGN
 - 93. - WOOD SIGN
 - 94. - WOOD SIGN
 - 95. - WOOD SIGN
 - 96. - WOOD SIGN
 - 97. - WOOD SIGN
 - 98. - WOOD SIGN
 - 99. - WOOD SIGN
 - 100. - WOOD SIGN

SURVEY NOTES

1. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
2. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
3. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
4. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
5. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
6. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
7. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
8. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
9. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
10. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
11. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
12. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
13. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
14. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
15. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
16. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
17. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
18. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
19. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
20. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
21. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
22. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
23. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
24. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
25. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
26. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
27. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
28. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
29. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
30. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
31. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
32. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
33. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
34. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
35. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
36. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
37. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
38. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
39. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
40. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
41. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
42. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
43. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
44. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
45. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
46. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
47. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
48. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
49. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
50. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
51. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
52. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
53. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
54. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
55. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
56. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
57. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
58. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
59. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
60. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
61. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
62. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
63. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
64. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
65. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
66. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
67. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
68. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
69. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
70. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
71. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
72. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
73. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
74. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
75. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
76. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
77. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
78. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
79. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
80. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
81. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
82. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
83. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
84. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
85. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
86. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
87. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
88. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
89. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
90. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
91. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
92. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
93. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
94. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
95. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
96. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
97. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
98. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
99. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.
100. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANT.

SURVEYOR'S CERTIFICATION

I, *John D. Blum*, being duly sworn, depose and say that I am the Surveyor of the above described land, and that I have surveyed the same in accordance with the laws of the State of Texas, and that the same is true and correct.

JOHN D. BLUM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5079



SHEET 1 OF 1

SCALE: 1"=50'

DATE: 08-26-14

WORKSHEET

BOOK: N/A

DRAWN BY: K.A.B.

APPROVED BY: K.A.B.

PROJECT NO.: 2023-14

LOUIS SMULDERS

BOUNDARY AND IMPROVEMENT SURVEY

ALL THAT CERTAIN 1.899 ACRE (82,729 SQUARE FOOT) TRACT OR PARCEL OF LAND SITUATED IN THE JESSE PRUITT SURVEY, A-629, HARRIS COUNTY, TEXAS, (SEE ATTACHED METES AND BOUNDS DESCRIPTION)

PICKERING & ASSOCIATES
PROFESSIONAL LAND SURVEYORS, LLC

Firm Registration No. 10165200

7702 Pin Oak Street
McGregor, Texas 77316
Phone: (936) 447-4703
Mobile: (281) 804-0785
pickering@doctmail.com

Copyright 2014

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

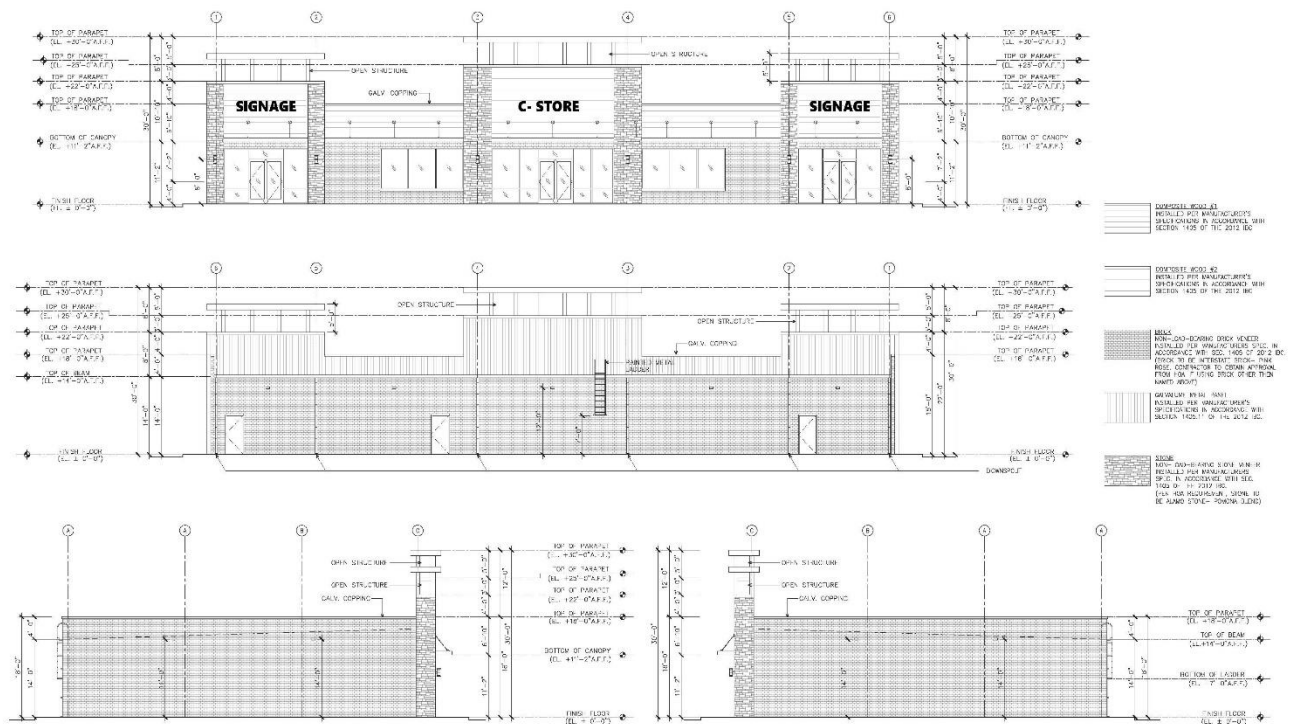
Roger D. Pickering

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

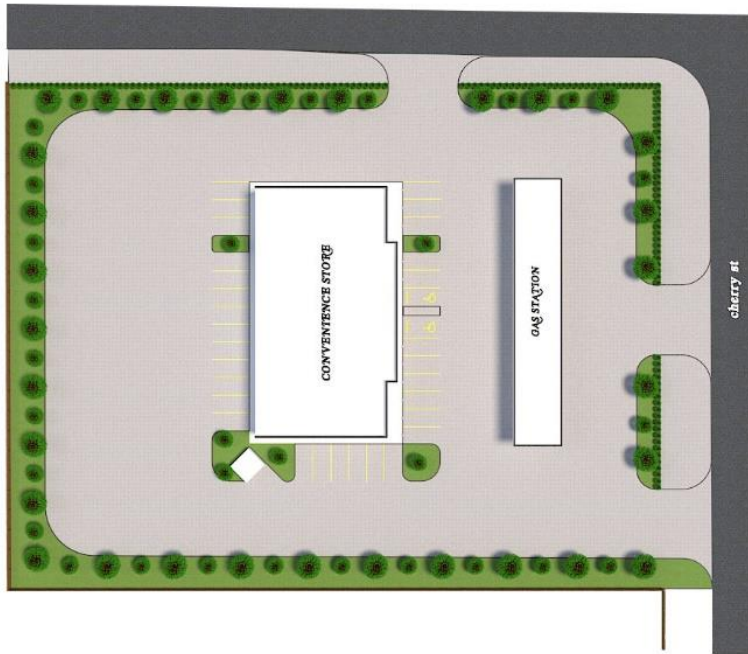
PICKERING & ASSOCIATES
7702 PIN OAK STREET
MONTGOMERY, TEXAS 77316



Page 34 of 39 Page 151







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



**2020 Property Tax Statement
Web Statement**

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

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



MARITIA LP
30 E RIVERCREST DR
HOUSTON TX 77042-2514

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

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

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

Exemptions/Deferrals

Page: 1 of 1

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

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

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

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



PAYMENT COUPON

MARITIA LP
30 E RIVERCREST DR
HOUSTON TX 77042-2514

Make check payable to:

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

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

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

Web Statement - Date Printed: 09-22-2021

12525600300380 2020 000000000 000000000 000000000 000000000

TAX STATEMENT 2020 +**STATEMENT DATE: 09/22/2021****LEGAL: RES A BLK 3****ACCOUNT: 1252560030038****PINE MEADOWS****OWNER: MARITIA LP****PIDN: 1252560030038****PARCEL ADDRESS: 0000000 THEIS RD****ACRES: 1.905****EXEMPTION CODES:**

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

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

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

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

DELINQUENT DATE: 02/01/2021**ACCOUNT: 1252560030038 2020 +**

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

TOTAL AMOUNT DUE
\$0.00

^^ AMOUNT DUE ON RECEIPT ^^**OWNER: MARITIA LP****PIDN: 1252560030038**

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 10/18/2021

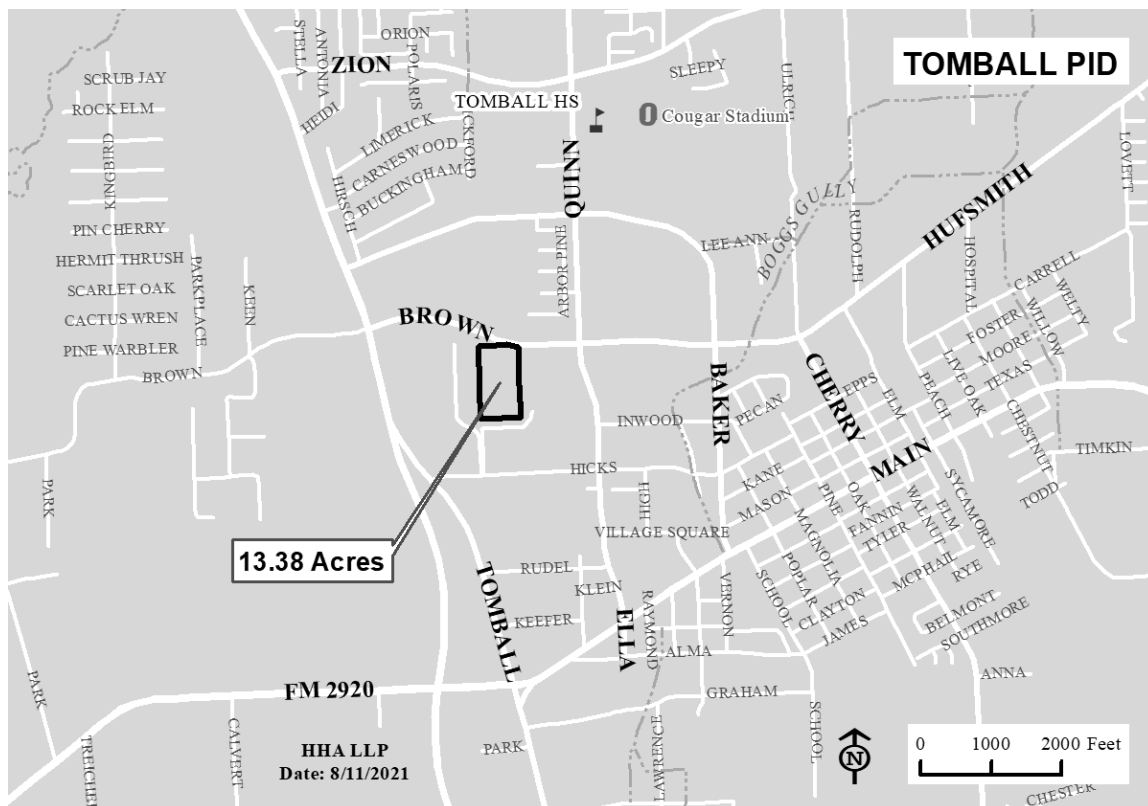
Topic:

Approve Development Agreement between the City of Tomball and Classic Neighborhood – FC Holdings, LLC, for Public Improvement District (PID) Number 13, Pine Trails Subdivision

Background:

Public Improvement District Number Thirteen was approved on September 20th by City Council, through adoption of the findings and creation resolutions. As is customary with the creation of previous PIDs, a development agreement is being presented between the City and Developer describing the terms of the PID and the reimbursement of public infrastructure costs.

This agreement is the standard development agreement that has been used for previously adopted PIDs; however, a new section on “Notice and Disclosure” requirements (Section 4.05) has been added along with two (2) new exhibits. Exhibit E is the new section clarifying the developer’s responsibility to document and track disclosures throughout the development and homebuilding/sales process. Exhibit D is a new form required by the Texas Real Estate Commission for real estate transactions within PIDs, and provides an additional level of communication informing homeowners that they are in a PID.



Origination: Community Development Department

Recommendation:

Staff recommends approval of the Development Agreement between the City of Tomball and Classic Neighborhood – FC Holdings, LLC for PID 13, Pine Trails Subdivision

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

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

Signed	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

DEVELOPMENT AGREEMENT

This Development Agreement (this “*Agreement*”) is made as of _____, 2021, by and between the **CITY OF TOMBALL**, a municipal corporation and a home-rule city in the State of Texas (the “*City*”), and **Classic Neighborhood – FC Holdings, LLC** a Texas limited liability company (the “*Developer*”).

RECITALS

WHEREAS, in accordance with the provisions of Chapter 372, TEX. LOCAL GOV’T CODE, and Resolution 2019-12, the City Council of the City of Tomball created the Public Improvement District Number Thirteen (the “*PID*”) pursuant to the petition for creation from the owner thereof; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City and the land within the PID to finance the construction of certain PID Improvements (defined below) and that an assessment against the benefited property within the PID should be made; and

WHEREAS, the Developer is the owner of certain property within the PID described in Exhibit A and B, and wishes to finance and construct certain PID projects; and

WHEREAS, the Developer intends to assist the City in the financing and construction of the PID Improvements, in exchange for the City’s agreement to reimburse the Developer in accordance with the terms of this Agreement; now, therefore,

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Developer contract and agree as follows:

ARTICLE 1 GENERAL TERMS

1.01 **Definitions.** The terms “*Agreement*,” “*City*,” “*Developer*,” “*PID*,” and “*PID Agreement*” have the meanings set forth in the preamble hereof, and the following terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement, the words “shall” and “will” are mandatory, and the word “may” is permissive.

Act shall mean the Public Improvement District Assessment Act, Chapter 372, TEX. LOCAL GOV’T CODE, as amended.

Assessments shall mean assessments levied and collected in connection with the PID pursuant to the Act and the Plan, and deposited by the City into a PID Revenue Fund.

Developer Advances shall mean any funds advanced by the Developer pursuant to **Section 5.01**, and shall include any interest payable thereon.

Net Assessments shall mean the annual deposits of the Assessments into the PID Revenue Fund, less amounts reasonably required or anticipated to be required for the administration and operation of the PID in carrying out its responsibilities hereunder, including a reasonable operating reserve.

Notices shall mean the Notice of Obligation to Pay Improvement District Assessment attached as Exhibit D, and the Notice to Purchasers attached as Exhibit E pursuant to **Section 4.05**.

Parties or Party shall mean the City, and the Developer as parties to this Agreement.

PID Improvements shall mean the improvements described in **Article 3** hereof.

PID Revenue Fund shall mean the special fund established by the City and funded with payments made to the City pursuant to the PID.

Plan shall mean the final Service and Assessment Plan for the PID as approved by City Council in accordance with the Act.

Project shall mean the residential development within the PID projected to be carried out by the Developer described on Exhibit B.

1.02 Singular and plural; gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2 REPRESENTATIONS

2.01 Representations of the City. The City hereby represents that:

a. The City is duly authorized and is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The City has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge,

violate any judgment, order, law or regulation applicable to the City, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

c. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

2.02. Representations of the Developer. The Developer hereby represents that:

a. The Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's organizational documents, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

c. The Developer has sufficient capital to perform its obligations under this Agreement and will commence construction of the Project within eighteen (18) months of execution of this Agreement.

d. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

ARTICLE 3

THE PLAN AND PID IMPROVEMENTS

3.01 The PID Improvements. The PID Improvements are intended to enhance the proposed implementation of a development within the PID constituting the Project, as more fully described in the Plan.

3.02 PID Improvements description. The PID Improvements consist of acquisition, construction and development of the public improvements within the portion of the PID comprising the Project, as more fully described in Exhibit C, and as described in the Plan. The PID Improvements will be developed pursuant to a schedule consistent with the pace of development of the Project that is mutually agreeable to the Parties. The PID Improvements shall include all engineering, legal and other consultant fees and expenses related to such PID

Improvements. The Developer shall be entitled to reimbursement of the project costs described in Exhibit C subject to the limitations contained in Section 3.03 of this agreement.

3.03 General terms of the Plan. The Plan has not yet been adopted by the City. The Parties anticipate that the Plan, at a minimum, will include the PID Improvements described above to serve the land within the PID, and such other facilities as may be agreed upon by the Parties, and that the Assessments shall be assessed in phases to affect only the portions of the PID directly benefited by the PID improvements to be financed by each Assessment. The Assessments shall be based upon the agreed-upon estimated costs of the Public Improvements as reflected in Exhibit C, plus those related costs as deemed reimbursable by the City; however, the Assessments in the Plan shall be formulated in a manner that generally conforms to the equivalent of a \$0.75 tax rate for properties covered by the Plan on a project-wide basis, and a maximum fifteen (15) year payment term for each property covered by the Plan.

3.04. Additional Projects. This Agreement does not apply to any projects not specifically included in the Plan and defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

4.01 Construction manager. The Developer agrees to construct the PID Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the PID Improvements. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the PID Improvements, provide periodic reports of such construction to the City upon request, and cause the construction to be performed in accordance with the Plan.

4.02 Design of the PID Improvements. The Developer shall prepare or cause to be prepared the plans and specifications for the PID Improvements. Prior to the commencement of construction or implementation of the PID Improvements, the plans and specifications must be approved by the City. The PID Improvements shall be designed in accordance with City standards applicable to similar public improvements within the City.

4.03 Construction contracts. The Developer shall prepare the PID Improvements construction contract documents to ensure that the contract documents are in accordance with the approved plans and specifications. The Developer shall comply with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the City, including without limitation any applicable requirement relating to payment, performance and maintenance bonds.

4.04. Construction and implementation of the PID Improvements. The Developer shall be responsible for the inspection and supervision of the construction and implementation of the PID Improvements.

a. The Developer shall commence construction of the PID Improvements in a timely fashion to coincide with the expected development of the Project.

b. Upon completion of a contract for the construction of the PID Improvements, the Developer shall provide the City with a final summary of all costs associated with such contract, and show that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors. Following completion of a construction contract, the Developer will call for inspection of the applicable PID Improvements by the City, and upon approval thereof as being in compliance with City standards relating thereto, the PID Improvements will be conveyed to the City, subject only to the right to reimbursement for Developer Advances with respect thereto.

4.05. Notice. The Developer shall obtain acknowledgement of the PID by homebuilders prior to the sale or purchase of any lots in the Project. Additionally, the developer shall require that homebuilders provide notices of the PID to purchasers and prospective purchasers of homes in the Project. The notices must be identical or substantially similar to the notices attached as Exhibits D and E, and must contain the name, the principal amount of the assessment, annual payment amounts, and payment term for the PID.

ARTICLE 5 PROJECT FINANCING AND FUNDING

5.01. The Developer Advances.

a. In connection with the construction of the PID Improvements the Developer has determined that the PID Improvements are required to be constructed to serve the Project, the Developer agrees to provide sufficient funds as such become due for all costs thereof (the "Developer Advances"), such as costs of design, engineering, materials, labor, construction, and inspection fees arising in connection with the PID Improvements, including all payments arising under any contracts entered into pursuant to this Agreement.

b. Interest on each Developer Advance shall accrue at a rate one-half of one percent above the highest average interest rate reported by *The Bond Buyer* newspaper in a weekly bond index in the month before the date of this agreement, compounded annually, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. The interest rate shall not exceed eight percent (8%). Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).

5.02. Repayment of Developer Advances.

a. In consideration of the development and construction of the PID Improvements, the City shall begin repaying the Developer Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from the following source, and solely from such source:

(i) the Net Assessments, subject to the limitations set forth in **subsection (c)**.

b. the City shall reimburse the Developer for Developer Advances, plus interest, from Net Assessments from the Project accumulated in the PID Revenue Fund available in accordance with the priorities described in **Section 5.03** below.

c. At such time as funds are available to pay all or any portion of the Developer Advances made hereunder, the City shall hire a certified public accountant at the Developer's expense to calculate the amount due the Developer and prepare and submit a report to the City certifying the amount due the Developer for the Developer Advances being repaid with interest calculated thereon. Such report shall be approved at the earliest practicable time, but not later than 90 days after submission by the Developer of the records required therefor. The City shall make payment to the Developer within 30 days of approval of the accountant's report.

5.03. Priorities. Amounts deposited in the PID Revenue Fund shall be applied in the following order of priority (i) administrative and operating costs of the PID, (ii) payments to the Developer pursuant to **Section 5.02**, above.

ARTICLE 6
DEFAULT

6.01. Default.

a. If the City does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the Developer under this Agreement, the Developer may enforce specific performance of this Agreement or seek actual damages incurred by the Developer for any such default.

b. If the Developer fails to commence or complete the PID Improvements or the Project in accordance with the terms of this Agreement, including the failure to fund Developer Advances or commence construction of the Project within eighteen (18) months, the City may terminate this Agreement with respect to its obligations to the Developer and shall be relieved of any obligation to reimburse the Developer for any Developer Advances or seek actual damages incurred for any such default.

c. The Party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 60 days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 7

GENERAL

7.01. Inspections, audits. The Developer agrees to keep such operating records with respect to the PID Improvements and other activities contemplated by this Agreement and all costs associated therewith as may be required by the City, or by State and federal law or regulation. The Developer shall allow the City access to, and the City shall have a right at all reasonable times to audit, all documents and records in the Developer's possession, custody or control relating to the PID Improvements that the City deems necessary to assist the City in determining the Developer's compliance with this Agreement.

7.02 Developer operations and employees. All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

7.03 Personal liability of public officials, legal relations. To the extent permitted by State law, no director, officer, employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement. THE DEVELOPER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AND AGENTS FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED BY ANY PERSON, PERSONS, OR PROPERTY RESULTING FROM THE NEGLIGENT ACTS OF THE DEVELOPER, OR ANY OF ITS AGENTS, OFFICERS, OR REPRESENTATIVES IN PERFORMING ANY OF THE SERVICES AND ACTIVITIES UNDER THIS AGREEMENT.

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

City of Tomball
c/o City Manager
401 Market Street
Tomball, Texas 77375

PID Contract Administrator
Hawes Hill & Associates, LLP
P.O. Box 22167
Houston, Texas 77092

Attn: Scott Bean

Weekley Homes, LLC
Attn: John Burchfield
1111 North Post Oak Road
Houston, TX 77055

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

7.05 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the City and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.07 Successors and assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Parties, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may make a collateral assignment in favor of a lender without consent. This section shall not be construed to prevent the Developer from selling lots, parcels or other portions of the Project in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

7.08 Exhibits; titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or

subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.10 Entire Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date that the Developer Advances have been repaid in full, or January 1 of the year following the date the last assessment payment has been made in accordance with the PID Service and Assessment Plan and Assessment Roll(s).

7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

7.13 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

7.15 Legal costs. If any Party hereto is the prevailing party in any legal proceedings against another Party brought under or with relation to this Agreement, such prevailing Party shall additionally be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party to such proceedings.

7.16 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of _____, 2021.

CITY OF TOMBALL, TEXAS

By: _____
Name: _____
Title: _____

Classic Neighborhood – FC Holdings, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Two ten-acre tracts of land in the Southwest corner of that certain 100-acre tract out of the Western portion of the East 1/2 of Joseph House League, Abstract No. 34, in Harris County, Texas, described in Deed from Henry W. Hoffman, et al to Albert B. Metzler, et al recorded in Volume 914, Page 619 of the Deed Records of Harris County, Texas described as follows:

TRACT ONE:

That certain 10 acre tract of land set apart to Julia Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said 100 acre tract, above referred to;

THENCE North along the West line of said 100 acre tract a distance of 599.5 feet to a point for the Northwest corner, same being the Southwest corner of the 10 acre tract set apart to Max R. Metzler in the above mentioned Partition Deed;

THENCE East along the dividing line between the said Julia Metzler tract and the Max R. Metzler tract a distance of 726.385 feet to their common East corner, same being the Northwest corner of the 10 acre tract set apart to Ida Metzler Ramsey in said Partition Deed;

THENCE South along the West line of said Ida Metzler Ramsey 10 acre tract a distance of 599.5 feet to a point for corner in the South line of said Metzler 100 acre tract;

THENCE West along said South line a distance of 726.385 feet to the PLACE OF BEGINNING.

TRACT TWO:

That certain 10 acre tract of land set apart to Max R. Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the 10 acre tract set apart to Julia Metzler in said Partition Deed said point being located 599.5 feet North of the Southwest corner of said Metzler 100 acre tract;

THENCE East along the North line of said Julia Metzler 10 acre tract 726.385 feet to the Northeast corner thereof, same being the Southwest corner of the 10 acre tract set apart to John J. Metzler in said Partition Deed;

THENCE North along the West line of said John J. Metzler 10 acre tract a distance of 599.5 feet to a point for corner, same being the Southeast corner of the 10 acre tract set apart to Olga Wolk in said Partition Deed;

THENCE West along the South line of said Olga Wolk 10 acre tract 726.385 feet to the Southwest corner thereof in the West line of said Metzler 100 acre tract;

THENCE South along said West line a distance of 599.5 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT those certain 6.292 acre and 0.1028 acre tracts conveyed to the City of Tomball by Deeds recorded under Clerk's File Nos. [Y538668](#) and [Y976041](#), respectively, of the Real Property Records of Harris County, Texas.

EXHIBIT B

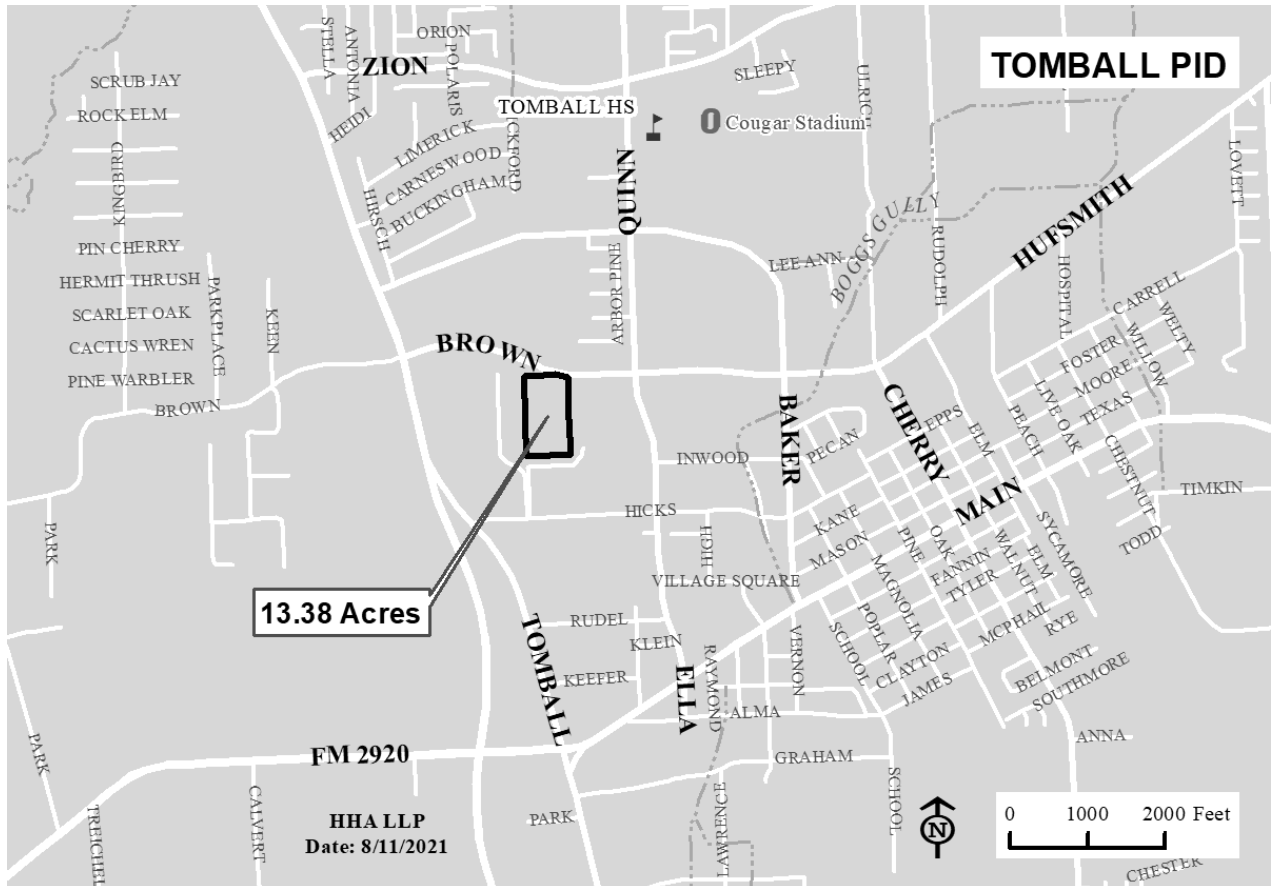


EXHIBIT C

The PID Improvements

Water, Sanitary Sewer, Gas, PAVING, Storm Drainage & Detention, Landscaping and Amenities,
Engineering, Surveying and Professional Services

Estimated Total = \$2,650,000.00

EXHIBIT D



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021



**ADDENDUM CONTAINING NOTICE OF OBLIGATION
TO PAY IMPROVEMENT DISTRICT
ASSESSMENT TO _____, TEXAS
(insert name of municipality or county levying assessment)
CONCERNING THE FOLLOWING PROPERTY**

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to _____, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within _____ (the "District") created under _____ (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

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

The exact amount of the assessment may be obtained from _____ (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by _____ (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from _____ (insert name of municipality or county, as applicable).

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

Signature of Seller

Date

Signature of Seller

Date

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

Signature of Buyer

Date

Signature of Buyer

Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 53-0.

TREC No. 53-0

EXHIBIT E

NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in the Public Improvement District Number Thirteen, City of Tomball, Texas (the "District"), and is subject to a special, one-time assessment of \$_____ and is payable in equal annual installments over fifteen (15) years. The annual installment equals _____ plus a set annual administrative fee of \$_____. This annual installment amount includes interest and will not increase. The total assessment (principal) amount of the assessment is payable at any time.

An assessment, with interest, is a personal obligation of the owner of the property and is secured by a lien on the property. Any person may request a certificate from the District (c/o Hawes Hill & Associates, LLP, P.O. Box 22167, Houston, Texas 77227-2167 Phone (713) 595-1200), stating the principal amount of the assessment, and unpaid annual installments, if any, on a tract of property in the District. Failure to pay the annual installment can result in foreclosure of the property you are about to purchase.

The District is located within the corporate boundaries of the City of Tomball, Texas (the "City"). Property owners in the District are subject to the taxes imposed by the City.

The purpose of the special assessment is to finance public improvements consisting of water, sewer, drainage, gas, and paving to serve the property being assessed. The cost of a portion of these improvements is not included in the purchase price of your property, and these improvements are owned or are to be owned by the City.

The legal description of the property you are acquiring is as follows:

Subdivision: _____ Section: _____ Block: _____ Lot: _____

Address: _____ Tomball, Texas _____

SELLER:

Signature:

Print Name:

_____, 20____

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

Signature:

Print Name:

_____, 20____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of _____, 20____, by
_____.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of _____, 20____, by
_____.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING, please return to:

Tomball Public Improvement District Number Thirteen
C/o Hawes Hill & Associates, LLP
Attention: Scott Bean
P.O. Box 22167
Houston, Texas 77227-2167