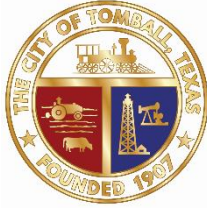


**NOTICE OF REGULAR CITY COUNCIL MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, April 18, 2022  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, April 18, 2022 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE  
MEETING SCHEDULED FOR DATE, 2022, 6:00 PM, AT 401 MARKET STREET,  
TOMBALL, TEXAS, 77375. 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: 844 7019 2155, Passcode: 370881. 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 Tim Niekerk – Salem Lutheran Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

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

E. Presentations

1. Proclamation – April 10 through April 16, 2022 is “**National Public Safety Telecommunicators Week – Tomball, Texas**”

F. Reports and Announcements

1. Announcements

- I. April 18-22, 2022 – **Tomball Annual Spring Clean-Up and Chipping Week**
- II. April 23, 2022 – **Tomball Consolidated Recycling Day** – Lone Star College-Tomball Campus, 30555 Tomball Parkway, South Entrance – 10:00 a.m.-2:00 p.m.
- III. April 25 through May 3, 2022 – **Early Voting** for the May 7, 2022 General and Special Elections, City Hall, 401 Market Street
- IV. **May 7, 2022 – Tomball Election Day** – General and Special Elections – 7:00 a.m. to 7:00 p.m. at City Hall, 401 Market Street

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. Approve the Minutes of the April 4, 2022 Special and Regular Tomball City Council Meetings

H. New Business

1. Award Contract for Bid No. 2022-02, Vendor to Sell Beer and Wine at City Festivals, to Every-Bellies Catering, LLC
2. Approve Resolution No. 2022-15, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Release of an Approximately 8.053-Acre Tract of Land Located on the South Side of FM 2920, from the Extraterritorial Jurisdiction of the City of Houston, Texas, Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Said Territory upon Its Release from the Extraterritorial Jurisdiction of the City of Houston, Texas, into the Extraterritorial Jurisdiction of the City of Tomball, Texas, and Authorizing the Mayor to Notify the City of Houston and the Texas Department of Transportation of the City of

Tomball's Intention to Annex the Property (HCAD Account 0430430000134 and HCAD 0430430000135)

- [3.](#) Approve Resolution Number 2022-14, a Resolution of the City Council of the City of Tomball, Texas approving a Development Agreement relating to the Winfrey Estate Public Improvement District Project
- [4.](#) Approve Resolution No. 2022-10, a Resolution of the City Council of the City of Tomball, Texas authorizing and creating the Winfrey Estates Public Improvement District in the City of Tomball, Harris County, Texas, in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters, and Providing an Effective Date
- [5.](#) Approve Resolution Number 2022-16, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Raburn Reserve Public Improvement District – Improvement Area #2
- [6.](#) Consideration to Approve **Zoning Case P22-048**: Request by Glenn R. Stumpner to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.77 acres of land out of Tract 53 from Abstract 34 J House, from Multi-Family Residential (MF) District to a Commercial (C) District. Being generally located within the 300-400 blocks of W Hufsmith Rd (south side), between Baker Drive and Ulrich Road, at 457 Hufsmith Road, within the City of Tomball, Harris County, Texas.

\* Conduct Public Hearing on **Zoning Case P22-048**

\* Adopt, on First Reading, Ordinance No. 2022-09, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 1.77 acres out of Tract 53 from Abstract 34 J House Survey (described in "Exhibit A"), from Multi-Family Residential to the Commercial District, said property being located within the 300-400 Blocks of W. Hufsmith Road (South Side), at 457 West Hufsmith Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- [7.](#) Consideration to Approve **Zoning Case P22-069**: Request by Baker Hughes Oilfield Operation LLC, represented by META Planning + Design to amend the official zoning map for the City of Tomball by rezoning approximately 70.4 acres of land legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center, from Light Industrial (LI) district to a Planned Development

(PD) district to promote a mixture of commercial and single-family residential development. The property is generally located near the northeast corner of the intersection of FM 2920 Road and Huffsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

- \* Conduct Public Hearing on **Zoning Case P22-069**
- \* Adopt, on First Reading, Ordinance No. 2022-08, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 70.4 acres of land legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center (described in “Exhibit A”), within the City of Tomball, Harris County, Texas, from Light Industrial (LI) to the Planned Development (PD-18) District; said property being generally located near the Northeast Corner of the intersection of FM 2920 and Huffsmith Kohrville Road; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

8. Award Contract for Bid No. 2022-01R, Roof Replacement for the Administrative Services Building to Parich Roofing & Construction, LLC, for a total amount of \$105,900.00

I. Adjournment

### CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of April 2022 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

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

AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).



# City Council Meeting Agenda Item Data Sheet

Meeting Date: April 18, 2022

**Topic:**

- Proclamation – April 10 through April 16, 2022 is “*National Public Safety Telecommunicators Week – Tomball, Texas*”

**Background:**

**Origination:** Mayor, Police Chief

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed	<u>Doris Speer</u>	<u>4-13-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

Office of the Mayor  
Tomball, Texas



# Proclamation



- WHEREAS,** emergencies can occur at any time, 24 hours a day, requiring police, fire or emergency medical services; and
- WHEREAS,** when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and
- WHEREAS,** the safety of our police officers, firefighters, and other emergency responders depends upon the quality and accuracy of information obtained from citizens who telephone the Tomball Emergency Communications Center; and
- WHEREAS,** Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and
- WHEREAS,** Public Safety Dispatchers are the single vital link for our police officers, firefighters, and other emergency responders, monitoring their activities by radio to provide them information and insure their safety; and
- WHEREAS,** Public Safety Dispatchers of the Tomball Police Department have contributed substantially to the public safety mission, apprehension of criminals, suppression of fires, and treatment of patients; and
- WHEREAS,** each dispatcher has exhibited compassion, understanding and professionalism during the performance of his or her job in the past year;

**NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor,** on behalf of the **City Council of the City of Tomball,** do hereby proclaim the week of April 10 through April 16, 2022 to be:

## **“National Public Safety Telecommunicators Week – Tomball, Texas”**

honoring the men and women whose diligence and professionalism keep our city, citizens and employees safe.



*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

Attest:

*Stanley Garcia*  
Date: *April 4, 2022*

# City Council Meeting Agenda Item Data Sheet

Meeting Date: April 18, 2022

**Topic:**

April 18-22, 2022 – Tomball Annual Spring Clean-Up and Chipping Week

**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	3-23-2022	Approved by		
	Staff Member	Date		City Manager	Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: April 18, 2022

**Topic:**

April 23, 2022 – **Tomball Consolidated Recycling Day** – Lone Star College-Tomball Campus, 30555 Tomball Parkway, South Entrance – 10:00 a.m.-2:00 p.m.

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed	<u>Doris Speer</u>	<u>3-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 18, 2022

**Topic:**

April 25 through May 3, 2022 – **Early Voting** for the May 7, 2022 General and Special Elections, City Hall, 401 Market Street

**Background:**

**Origination:**

**Recommendation:**

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

Signed	<u>Doris Speer</u>	<u>3-23-2022</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

**NOTICE OF GENERAL AND SPECIAL ELECTIONS**  
**AVISO DE ELECCIONES GENERAL Y ESPECIAL**  
**普通與特別選舉通知**  
**THÔNG BÁO VỀ CÁC CUỘC TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT**

To the Registered Voters of the City of Tomball, Texas (Para los votantes registrados de la Ciudad de Tomball, Texas) (致 Texas州Tomball市已註冊選民) (Gửi các Cử Tri Đăng Ký Bỏ Phiếu của Thành Phố Tomball, Texas):

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 7, 2022, for voting in a general election to elect Mayor and Council Position 3 and a special election to elect Council Position 5. (Se notifica por el presente que los lugares de votación indicados a continuación estarán abiertos de 7:00 a.m. a 7:00 p.m. el 7 de mayo de 2022 para votar en una elección general para elegir al Alcalde y Concejal para el Lugar 3, y una elección especial para elegir al Concejal para el Lugar 5.) (茲定於2022年5月7日上午7:00至晚上7:00開放下列投票所進行普通選舉投票，藉此選出一位市長、會議議員席位3以及特別選舉選出會議議員席位5。) (Theo đây xin thông báo địa điểm bỏ phiếu ghi dưới đây sẽ mở cửa từ 7 giờ sáng đến 7 giờ tối, vào ngày 7 tháng Năm, 2022, để bỏ phiếu trong cuộc tổng tuyển cử để bầu chọn Thị Trưởng, Thành Viên Hội Đồng Vị Trí 3, và một cuộc bầu cử đặc biệt để bầu chọn Thành viên Hội Đồng Vị Trí 5)

LOCATION OF POLLING PLACE (UBICACIÓN DEL LUGAR DE VOTACIÓN) (投票所地點) ( ĐỊA ĐIỂM BỎ PHIẾU):

401 Market Street, Tomball, Texas 77375.

Early voting by personal appearance will be conducted each weekday at: 401 Market Street, Tomball, Texas 77375, between the hours of 7:45 a.m. and 5:00 p.m., Monday through Friday, between the hours of 7:45 a.m. and 7:45 p.m. on Tuesday, April 26, 2022, beginning on April 25, 2022 and ending on May 3, 2022. (La votación anticipada en persona se llevará a cabo cada día de la semana en: 401 Market Street, Tomball, Texas 77375, en el horario de 7:45 a.m. a 5:00 p.m. de lunes a viernes, y en el horario de 7:45 a.m. a 7:45 p.m. el martes 26 de abril de 2022, comenzando el 25 de abril de 2022 y terminando el 3 de mayo de 2022.) (親自出席提前投票將於2022年4月25日至2022年5月3日期間的每個工作日舉行，週一至週五上午7:45至下午5:00，2022年4月26日週二上午7:45至晚上7:45，地點為401 Market Street, Tomball, Texas 77375。) (Thủ tục đích thân tới bỏ phiếu sớm sẽ được tiến hành vào mỗi ngày trong tuần, tại: 401 Market Street, Tomball, Texas 77375, từ 7:45 sáng đến 5 giờ chiều, thứ Hai đến thứ Sáu; từ 7:45 sáng đến 7:45 tối vào thứ Ba, ngày 26 tháng Tư, 2022, bắt đầu từ ngày 25 tháng Tư, 2022 đến hết ngày 3 tháng Năm, 2022.)

Applications for ballot by mail shall be mailed to: (Las solicitudes de boletas de votación para votar por correo deberán enviarse por correo a) (郵遞選票申請應寄至) (Đơn xin lá phiếu bầu bằng thư vui lòng gửi qua thư bưu điện tới):

Doris Speer Email: [dspeer@tomballtx.gov](mailto:dspeer@tomballtx.gov)  
(Name of Early Voting Clerk) (Nombre del Oficial de Votación Anticipada)  
(提前投票書記員姓名) (Tên của Thư Ký Phụ Trách Bỏ Phiếu Sớm)

401 Market Street  
(Address) (Dirección) (地址) (Địa Chỉ)

Tomball, TX 77375  
(City) (Ciudad) (市) (Thành phố) (Zip Code) (Codigo postal) (郵編) (Số Zip Code)

Applications for ballot by mail presented in person must be received no later than the close of business on April 26, 2022.  
(Las solicitudes de boletas de votación por correo presentadas en persona deben ser recibidas a más tardar al cierre del  
horario de oficina del 26 de Abril de 2022.) (親手送達的郵寄選票申請必須在2022年4月26日工作時間結束前收到。)  
(Đơn xin lá phiếu bầu qua thư, nếu đích thân tới nộp, phải nhận được trễ nhất là cuối giờ làm việc ngày 26 tháng Tư, 2022)

Issued this the 18th day of April 2022. (Emitido este día 18 de abril de 2022)  
(於2022年4月18日發布。)(Ban hành ngày 18 tháng Tư, 2022)

Gretchen Fagan  
Signature of Mayor (Firma del Alcalde) (市長簽名) (Chữ Ký của Thị Trưởng)



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 18, 2022

**Topic:**

**May 7, 2022 – Tomball Election Day** – General and Special Elections – 7:00 a.m. to 7:00 p.m. at City Hall, 401 Market Street

**Background:**

**Origination:**

**Recommendation:**

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

Signed	<u>Doris Speer</u>	<u>3-23-2022</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: April 18, 2022

**Topic:**

Approve the Minutes of the April 4, 2022 Special and Regular Tomball City Council Meetings

**Background:**

**Origination:** City Secretary

**Recommendation:**

Approve

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

**FUNDING (IF APPLICABLE)**

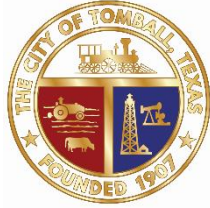
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	Doris Speer	4-13-2022	Approved by		
	Staff Member	Date		City Manager	Date

# **MINUTES OF SPECIAL CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS**



**Monday, April 4, 2022  
4:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for April 4, 2022, 4:00 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 4:03 p.m.

**PRESENT**

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

**OTHERS PRESENT:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
Director of Community Development – Nathan Dietrich  
Finance Director – Katherine Dubose  
Police Chief – Jeff Bert  
Fire Chief – Joe Sykora  
HR Director – Lisa Coe  
IT Manager – Doug Tippey  
Assistant City Secretary – Tracylynn Garcia  
Sr. Administrative Assistant-CSO – Sasha Luna  
Municipal Court Judge – Brett Peabody  
Court Administrator – Maria Morris  
Police Captain-Patrol – Brandon Patin  
Project Coordinator/ACM Admin. Asst. – Meagan Mageo

B. No Public Comments were received.

C. New Business

1. The Tomball City Council and City Staff entered into a Workshop for the following purposes:
  - Consideration and Discussion regarding Long-Range Planning Priorities for the City of Tomball – Court, Community Development

No action necessary.

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

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

Motion carried unanimously.

Meeting adjourned at 5:23 p.m.

PASSED AND APPROVED this the 18<sup>th</sup> day of April 2022.

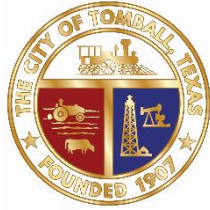
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Doris Speer  
City Secretary, TRMC, MMC

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Gretchen Fagan  
Mayor

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



**Monday, April 4, 2022  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for April 4, 2022, 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 6:03 p.m.

**PRESENT**

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

**OTHERS PRESENT:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Director of Community Development – Nathan Dietrich  
Finance Director – Katherine Dubose  
Police Chief – Jeff Bert  
Fire Chief – Joe Sykora  
HR Director – Lisa Coe  
Sr. Administrative Assistant-CSO – Sasha Luna  
Police Captain-Patrol – Brandon Patin  
Project Coordinator/ACM Admin. Asst. – Meagan Mageo  
Community Center Manager – Rosalie Dillon  
Marketing & Communications Specialist – Gargi Bhowal  
Police Corporal – Kenneth Yoho

B. Invocation - Led by Pastor Tommy Roberson – Real Life Ministries Texas

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

D. The following public comment was received:

Dan Nicholson - Provided an update regarding a proposed  
8319 Thora #B-5, Spring 77379 City-owned small airport.

E. Presentation was moved to the April 18, 2022 Council meeting at the request of Chief Bert.

1. Proclamation – April 10 through April 16, 2022 is “**National Public Safety Telecommunicators Week – Tomball, Texas**”

F. Reports and Announcements

1. Announcements

I. April 18-22, 2022 – **Tomball Annual Spring Clean-Up and Chipping Week**

II. April 23, 2022 – **Tomball Consolidated Recycling Day** – Lone Star College-Tomball Campus, 30555 Tomball Parkway, South Entrance – 10:00 a.m.-2:00 p.m.

III. April 25 through May 3, 2022 – **Early Voting** for the May 7, 2022 General and Special Elections, City Hall, 401 Market Street

IV. **May 7, 2022 – Tomball Election Day** – General and Special Elections – 7:00 a.m. to 7:00 p.m. at City Hall, 401 Market Street

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

I. Gargi Bhowal reported on the success of the ***Tomball Honky Tonk Chili Challenge Festival*** at the Depot

G. Approval of Minutes

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the Minutes of the March 21, 2022 Special and Regular Tomball City Council Meetings  
Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

H. Old Business

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Degges, to adopt, on Second Reading, Ordinance No. 2022-02, an Ordinance of the City of Tomball, Texas, Continuing the City's Juvenile Curfew Ordinance; and Making Other Findings and Provisions Related Thereto

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

Motion carried unanimously.

I. New Business

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Resolution No. 2022-12, 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 3.070 Acres Of Land Situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being all of That Certain Called 3.070 Acres of Land Described in Deed and Recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2021-678359 (21830 Hufsmith Kohrville, HCAD 0352900000525,0352960000529) and setting May 2, 2022 as the date for the Public Hearing.

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 3 Degges, to approve Resolution No. 2022-13, a Resolution of the City Council of the City of Tomball, Texas, Sponsoring the July 4th Celebration, to be Held in Tomball on Monday, July 4, 2022, Closing State Highway Business 249 from Hicks Street to the North Entrance to the Kroger Parking Lot from 12:00 PM until 11:00 PM, and Authorizing the City Manager to Issue a Letter to TxDOT Requesting the Closure of the Designated Portion of State Highway Business 249.

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



Motion carried unanimously.

3. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the CenterPoint Energy 2022 Annual GRIP Adjustment for the Houston Division, for the Proposed Interim Rate Adjustment (IRA) for CenterPoint's Houston Division and Authorize the City Manager to Notify CenterPoint Energy of the Council's Action.

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

Motion carried unanimously.

4. Consideration to Award Contract for Bid No. 2022-01R for the Roof Replacement for the Administrative Services Building to Parich Roofing & Construction, LLC for a total amount of \$105,900.00 was withdrawn, pending additional information.

No action taken.

6. Discussion was held and Direction provided to City Staff regarding the proposed reconstruction of FM 2920 from State Highway 249 to Willow Street.

The following public comments were read into the record:

Bill Sumner, 77375	-	His opposition to the proposed medians
Sam & Latrell Shannon 823 Lizzie Lane, 77375	-	Their opposition to the proposed project
Becky Clepper 713 Clayton, 77375	-	Her opposition to the proposed project
David Martin 13319 Spring Hollow, 77375	-	His opposition to the proposed medians
Millie Martin 13319 Spring Hollow, 77375	-	Her opposition to the proposed medians
Randall Loving 103 Covington Ct, 77375	-	His opposition to the proposed project

The following public comments were received:

- Becky Loving - Her opposition to the proposed project  
103 Covington Ct, 77375
- Colleen Pye - Her opposition to the proposed project  
207 Florence, 77375
- Lisa Daniels - Her opposition and support of the project  
403 Epps Street, 77375
- Michael Pierce - His support of the project  
13607 Arcott Bend, 77377
- Ellen Lewis - Her support of the project  
713 Clarence, 77375

No action taken.

5. Executive Session: The City Council recessed at 7:08 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
  - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
  - Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee

Upon reconvening at 7: 17 p.m., no action was taken.

- J. Motion by Council 4 Townsend, Sr., Seconded by Council 4 Klein Quinn, to adjourn.

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

Motion carried unanimously.

PASSED AND APPROVED this the 18<sup>th</sup> day of April 2022.

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Doris Speer  
City Secretary, TRMC, MMC

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Gretchen Fagan  
Mayor

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 18, 2022

#### Topic:

Award contract for Bid No. 2022-02, Vendor to Sell Beer and Wine at City Festivals, to Every-Bellies Catering, LLC

#### Background:

The City of Tomball issues a request for proposals (RFP) from qualified firms or individuals to act as the primary vendor for the sales of beer and wine at City signature festivals. It was anticipated that this service would involve serving as the primary vendor for beer and wine at a maximum of six (6) festivals during the calendar year, with the initial contract period being one calendar year. The RFP anticipated that following the initial contract period, the City could renew the agreement for additional periods, up to three (3) calendar years.

The RFP required proposals to include, but not be limited to, respondent's prior festival experience, references, percentage of gross festival revenue to be offered to the City following an event, description of proposed vending space(s), proof of \$1,000,000.00 liquor liability insurance, and TABC certified servers.

The RFP was published in a newspaper of general circulation as required by Chapter 252 of the Texas Local Government and was sent to local restaurants/vendors that could potentially fulfill the requirements or had shown interest in serving as the vendor either during the RFP process or previously. The RFP was sent directly to Cisco's Salsa Company, The Empty Glass, Every-Bellies, Pecos, Paradigm Brewing Company, and Lucky's Pub.

We received one proposal from Every-Bellies. The proposal meets all the requirements in the defined scope of work and City staff recommends awarding the contract to Every-Bellies Catering, LLC.

**Origination:** Marketing Department

#### Recommendation:

Award contract to Every-Bellies Catering, LLC.

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

Sasha Luna, Senior Administrative  
Assistant

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: X

If yes, specify Account Number: # N/A

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

To account # \_\_\_\_\_

Signed	Sasha Luna	4/12/2022	Approved by		
	Staff Member	Date		City Manager	Date

## **Bid 2022-02 - Vendor to Serve Beer and Wine**

**Bidder**

**Every-Bellies Catering, LLC**

### **Description**

20% of gross festival revenue will be given to the City of Tomball after the first \$1000. First \$1000 would not be split as to cover expenses and weather disruptions.

Variety of Domestic and Craft Beer served at events: Shiner, Michelob Ultra, Yuengling, Bud Light, Corona, Dos XX. Craft: \$7 Domestic: \$6

Variety of Wine served at events: Merlot, La Crema Pinot, La Crema Chardonnay, Saint Michelle Cabernet. \$9

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 18, 2022

#### Topic:

Approve Resolution No. 2022-15, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Release of an Approximately 8.053-Acre Tract of Land Located on the South Side of FM 2920, from the Extraterritorial Jurisdiction of the City of Houston, Texas, Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Said Territory upon Its Release from the Extraterritorial Jurisdiction of the City of Houston, Texas, into the Extraterritorial Jurisdiction of the City of Tomball, Texas, and Authorizing the Mayor to Notify the City of Houston and the Texas Department of Transportation of the City of Tomball's Intention to Annex the Property (HCAD Account 0430430000134 and HCAD 0430430000135)

#### Background:

The property owner/developer has requested support by the City of Tomball for release of this 8.053-acre tract(+/-), located south of FM 2920, just west of the Jack-in-the-Box property at FM 2920 and Telge, in support of his planned request to the City of Houston for release into Tomball's ETJ.

The City of Houston provided its requirements to release property, copy of which is attached for Council review. From Tomball, the City of Houston is requesting a letter from the Mayor, explaining that Tomball would annex the parcel and that water and wastewater services will be provided by Tomball upon annexation. Attached are copies of letters to the City of Houston and to TxDOT, informing both entities that the City of Tomball will be annexing FM 2920 road right-of-way to make these tracts contiguous with Tomball's city limits.

Please note that the parcels have HCAD accounts with Telge addresses, even though they have frontage along FM 2920 only. These properties were a part of a much larger parent tract previously, giving them a Telge address. The City will include FM 2920 in the annexation proceedings in order to obtain adjacency to the requested parcels. The properties, when developed, will request to have an FM 2920 address.

**Origination:** Reese Brown, Project Manager, Willow Creek Plaza

#### Recommendation:

Approve Resolution No. 2022-15, supporting the release of the property into the City of Tomball's ETJ and authorizing the Mayor to notify the City of Houston and TxDOT of Tomball's intention to annex the property.

**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	4-13-2022	Approved by		
	Staff Member	Date		City Manager	Date



**RESOLUTION NO. 2022-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, SUPPORTING THE RELEASE OF AN APPROXIMATELY 8.053-ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF FM 2920, FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HOUSTON, TEXAS, DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX SAID TERRITORY UPON ITS RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HOUSTON, TEXAS, INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL, TEXAS, AND AUTHORIZING THE MAYOR TO NOTIFY THE CITY OF HOUSTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION OF THE CITY OF TOMBALL'S INTENTION TO ANNEX THE PROPERTY (HCAD ACCOUNT 0430430000134 AND HCAD ACCOUNT 0430430000135)**

\* \* \* \* \*

**WHEREAS**, a tract of land consisting of approximately 8.053 acres (350,801 Square Feet), situated in the East One-Half (1/2) of the William Hurd Survey, Abstract No. 377, Harris County, Texas and out of a Called 14.2194 Acre Tract (Parent Tract) recorded in Partition Deed recorded in County Clerk File No. (C.C.F. No.) S391992, Official Records Harris County, Texas (O.R.H.C.T.) (the "Property"), is situated in the extraterritorial jurisdiction of the City of Houston; and

**WHEREAS**, the City of Houston has indicated it will release the Property from its extraterritorial jurisdiction provided that the City of Tomball agrees to accept the Property into its extraterritorial jurisdiction for the expressed purpose of annexation of the said Property; and

**WHEREAS**, the City Council of the City of Tomball finds it to be in the best interest of the City of Tomball to indicate such intentions; **now, therefore**,

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

**SECTION 1.** The facts and matters set forth in the preamble are hereby found to be true and correct.

**SECTION 2:** That the City Council agrees that it will accept the Property into the Tomball extraterritorial jurisdiction if released by the City of Houston from its extraterritorial jurisdiction, with the expressed intention of annexing the Property into the City of Tomball's corporate city limits.

**PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of April 2022.**

\_\_\_\_\_  
Gretchen Fagan, Mayor  
City of Tomball, Texas

ATTEST:

\_\_\_\_\_  
Doris Speer City Secretary

## Annexation Request



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.

**Willow Creek Plaza, LP**

\_\_\_\_\_  
Name of Owner(s) (Type or Print)

<u>Reese Brown</u>	<u>3/31/22</u>
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.*

**8.053 acres - legal description 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:

**0430430000134 & 0430430000135**

(Obtainable through the County Clerk's Office)

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

*Reese Brown*  
Full Legal Signature

\_\_\_\_\_  
Full Legal Signature

**Reese Brown**  
Name *(print)*

\_\_\_\_\_  
Name *(print)*

**Willow Creek Plaza, LP**  
Company Name *(if applicable)*

\_\_\_\_\_  
Company Name *(if applicable)*

**336 1/2 N. Main St., Ste. 214**  
Mailing Address *(print)*

\_\_\_\_\_  
Mailing Address *(print)*

**Conroe, TX 77301**  
City, State, Zip

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

**281-651-4898**  
Phone Number

\_\_\_\_\_  
Phone Number

**reese@mt-tx.com**  
E-mail Address *(print)*

\_\_\_\_\_  
E-mail Address *(print)*

**3/31/22**  
Date

\_\_\_\_\_  
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: Reese Brown, Project Manager

Company Name: MHW Development & Construction, LP

Mailing Address: 336 1/2 N. Main, St., Ste. 214, Conroe, TX 77301  
City/State/Zip

Phone Number: 281-651-4898

E-mail Address: reese@mt-tx.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. 21103 Telge Rd

b. 20715 Telge Rd

c. \_\_\_\_\_

d. \_\_\_\_\_

e. \_\_\_\_\_

f. \_\_\_\_\_

g. \_\_\_\_\_

h. \_\_\_\_\_

i. \_\_\_\_\_

j. \_\_\_\_\_

k. \_\_\_\_\_

### 3. Nature of Existing Property:

Property Location: FM 2920 Number of Acres: 8.053

Existing Zoning: N/A

Is development in conformance with existing zoning districts?

Yes ☒ No ☐ Don't know

Current Assessed Valuation of Land: \$1,403,156.00 assumed to be zoned future commercial

Improvements: 0

Total: \$1,403.156.00

☒ 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: 8.053 acres of 8.053  
☐ 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** \_\_\_\_\_

**d.) Office and Commercial (anticipated)**

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

**Size (Sq. Ft.)** 118,500  
**Unit Value (\$/Sq. Ft.)** 300  
**Total Estimated Value** 35,550,000  
**Structure** 4 Retail Buildings  
**Exterior Site Improvements** Required Utility Impertinences  
\_\_\_\_\_  
**Total Site Coverage** 85%

**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.)** \_\_\_\_\_  
**Unit Value (\$/Sq. Ft.)** \_\_\_\_\_  
**Total Estimated Value** \_\_\_\_\_  
**Structure** \_\_\_\_\_  
**Exterior Site Improvements** \_\_\_\_\_  
\_\_\_\_\_  
**Total Site Coverage** \_\_\_\_\_  
**Estimated Number of Employees** \_\_\_\_\_

**g.) Staging of Anticipated Development (In %)**

	<b>Current</b>						
	<b>Yr</b>	<b>Yr2</b>	<b>Yr3</b>	<b>Yr4</b>	<b>Yr5</b>	<b>Yr10</b>	<b>Yr20</b>
Residential	_____	_____	_____	_____	_____	_____	_____
Office / Commercial	<u>0</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	_____	_____
Institutional	_____	_____	_____	_____	_____	_____	_____
Industrial	_____	_____	_____	_____	_____	_____	_____



**From:** [Doris Speer](#)  
**To:** [Tracy Garcia](#)  
**Subject:** RE: Documents for ETJ release of 16515 FM 2920 - Tomball Willow Creek  
**Date:** Thursday, March 31, 2022 8:53:57 AM  
**Attachments:** [RES 2018-30 - Support for ETJ Release of 119 acres into COT ETJ - Trendmaker Homes.docx](#)

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I think Nathan's trying to rush it – it would be a resolution of support only for Council to approve and authorize the Mayor to advise Houston "that the City would annex the parcels and that water and wastewater services will be provided by them upon annexation".

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**From:** Tracy Garcia <TGarcia@tomballtx.gov>  
**Sent:** Thursday, March 31, 2022 8:43 AM  
**To:** Doris Speer <DSpeer@tomballtx.gov>  
**Subject:** RE: Documents for ETJ release of 16515 FM 2920 - Tomball Willow Creek

Is this for 4/4/2022 meeting? End of day isn't too late for the Agenda?

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**From:** Doris Speer  
**Sent:** Thursday, March 31, 2022 8:42 AM  
**To:** Nathan Dietrich  
**Cc:** Tracy Garcia  
**Subject:** FW: Documents for ETJ release of 16515 FM 2920 - Tomball Willow Creek

I can convert the M&B to a word doc; does Mr. Brown understand that he will need to provide the M&B for FM 2920, too?

Thx

Doris

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**From:** [reese@mt-tx.com](mailto:reese@mt-tx.com) <[reese@mt-tx.com](mailto:reese@mt-tx.com)>  
**Sent:** Wednesday, March 2, 2022 9:11 AM  
**To:** Nathan Dietrich <[NDietrich@tomballtx.gov](mailto:NDietrich@tomballtx.gov)>  
**Cc:** 'Mitchell Oxman' <[mitchell@mhwre.com](mailto:mitchell@mhwre.com)>; 'Stephanne Davenport' <[Stephanne@mhwre.com](mailto:Stephanne@mhwre.com)>  
**Subject:** RE: Documents for ETJ release of 16515 FM 2920 - Tomball Willow Creek

Nathan, Thank you for the information, we would like to proceed forward with removing the property from Houston ETJ and into Tomball ETJ. I have attached everything I have so far concerning the requested information below. Is this enough for you to present the annexation to the Tomball mayor for approval as stated below. Do you have a template that we can use for the owners petition for release to City of Houston? I added some additional information that I found in our files to help with your process of approval. Please reply that you have received and your thoughts on additional requirements that City of Tomball will need and timeline of this process.

Thank you,  
Reese Brown  
832-691-1581

**From:** Nathan Dietrich <[NDietrich@tomballtx.gov](mailto:NDietrich@tomballtx.gov)>  
**Sent:** Monday, February 28, 2022 2:16 PM  
**To:** Reese Brown <[reese@mt-tx.com](mailto:reese@mt-tx.com)>  
**Subject:** FW: Documents for ETJ release of 16515 FM 2920

Reese,

Here is the process as sent by City of Houston.

Let me know if you have any additional questions.

---

**From:** Koshy, Rupesh - PD <[Rupesh.Koshy@houstontx.gov](mailto:Rupesh.Koshy@houstontx.gov)>  
**Sent:** Monday, February 28, 2022 1:25 PM  
**To:** Zach Green <[zgreen@chodrowrealty.com](mailto:zgreen@chodrowrealty.com)>  
**Cc:** Nathan Dietrich <[NDietrich@tomballtx.gov](mailto:NDietrich@tomballtx.gov)>; Smothers, Nicole - PD <[Nicole.Smothers@houstontx.gov](mailto:Nicole.Smothers@houstontx.gov)>; Nierth, Larry - PD <[Larry.Nierth@houstontx.gov](mailto:Larry.Nierth@houstontx.gov)>  
**Subject:** Documents for ETJ release of 16515 FM 2920

Good Afternoon Zach,

This is in reference to the phone conversation we had and the email below inquiring about the ETJ release. To begin the review process, I will need the following documents:

1. Petition from the property owner/s of the parcels proposed for release.
2. Any ownership documents like Certificate of Authority and Certificate of Lienholders consent (if any), Warranty Deeds (if any), Copy of Title/Deed etc. Legal Dept. will need all this as they prepare the draft Ordinance.
3. Letter from the Mayor of the City of Tomball explaining that the City would annex the parcels and that water and wastewater services will be provided by them upon annexation.
4. In case the service will be provided by a MUD outside Houston ETJ in the County and not directly by the City, we will need a letter from them explaining annexation intent and plans for service provision. (3 and/or 4 are used by Houston Public Works to make their decision on the ETJ release).
5. Metes and Bounds Description and map for the proposed ETJ release area (these are required exhibits in the ETJ release Ordinance document)
6. Site Development Plan details, if available and/or a no non-disclosure letter for land use or the proposed development (Council will ask for this before the Item can go for final approval).
7. If the proposed ETJ release tract includes or is adjacent to Houston Major thoroughfare

street, the Transportation Planning group in the Planning and Development group will let us know if they will need additional documents. This could include a plat of the street or a Major Thoroughfare Plan MTFP resolution from the City and an Order from the County.

Once I have these documents, I will send them to the Public Works Dept. for review. To avoid any delays, scanned copies will do initially and the originals can be mailed in gradually. When I receive their no objection email, I will send the documents to the Council member of the area nearest to this for feedback and comments and to the Mayor's Chief Recovery Officer who will assess any flood or drainage related issues. Around this time, please provide us with any documents you may have for **8. site improvements or detention, drainage plan etc.** as these will help speed up the approval process. Usually, this is not an issue if the tract is not in a flood plain.

Once we have all the approvals in place, Legal Dept. will prepare the Reverter clause that will need to be signed by the Mayor of the City of Waller and mailed back to them. They will simultaneously work on preparing the draft Ordinance and I will get the item ready to go to Council. While I can tentatively assign the earliest Council day available, the final date is decided by the Agenda Director after consultation with the Mayor here.

The process is complete after the ETJ release agreement and Ordinance get recorded at the County.

Thank You,

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**Rupesh Koshy**

City of Houston, Planning & Development Department,  
611 Walker, 6<sup>th</sup> Floor, Houston, Texas 77002, (832) 393-6552

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**From:** Zach Green <[zgreen@chodrowrealty.com](mailto:zgreen@chodrowrealty.com)>  
**Sent:** Monday, February 28, 2022 12:44 PM  
**To:** Koshy, Rupesh - PD <[Rupesh.Koshy@houstontx.gov](mailto:Rupesh.Koshy@houstontx.gov)>  
**Cc:** [achodrow@chodrowrealty.com](mailto:achodrow@chodrowrealty.com)  
**Subject:** 16515 FM 2920

[Message Came from Outside the City of Houston Mail System]

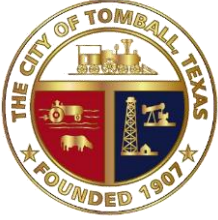
Rupesh,

We would like to have this property's utilities annexed by the City of Tomball. Please provide us with a list of any documents we need to provide to apply.

Thanks,

**Zachary Green**  
**Chodrow Realty Advisors**

3336 Richmond Ave #302  
Houston, TX 77098  
(832) 371-4171 cell  
(713) 630-0606 office  
(713) 630-0680 fax



# City of Tomball

*Gretchen Fagan  
Mayor*

*David Esquivel  
Interim City Manager*

April 19, 2022

Rupesh Koshy, Engineer  
Planning & Development Department  
City of Houston  
611 Walker - 6th Floor  
Houston, Texas 77002

RE: Tomball Willow Creek: Requested Release from City of Houston Extraterritorial Jurisdiction into City of Tomball Extraterritorial Jurisdiction: HCAD Accounts 0430430000134 and 0430430000135

Dear Mr. Koshy:

On Monday, April 18, 2022, the City Council of the City of Tomball, Texas, approved Resolution No. 2022-15 (copy attached), supporting the release of the property identified in Harris County Appraisal District Accounts 0430430000134 and 0430430000135 from the City of Houston's ETJ into the City of Tomball's ETJ. The property consists of 8.053 acres of land, as shown in the enclosed letter of intent and annexation application from the Tomball Willow Creek developer.

Per the City of Houston's requirements, please be advised that the City of Tomball does anticipate annexing these parcels of land and, upon completion of the annexation process, water and wastewater services will be provided by the City of Tomball.

It will also be necessary for the City of Tomball to annex approximately 2,100 feet of FM 2920 road right-of-way, from the intersection of Telge Road and FM 2920 to the end of the property, west of the intersection of FM 2920 and Lutheran Church Road, in order to make the property contiguous to the City of Tomball's corporate city limits. A copy of this letter is being sent to the Texas Department of Transportation (TxDOT).

Please contact David Esquivel, City Manager, 281-290-1415, [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov), or Nathan Dietrich, Director of Community Development, 281-290-1410, [ndietrich@tomballtx.gov](mailto:ndietrich@tomballtx.gov), if you need additional information.

Sincerely,

Gretchen Fagan  
Mayor

cc: Eliza Paul, District Engineer, Houston District  
Texas Department of Transportation  
7600 Washington Avenue  
Houston, TX 77007



# City of Tomball

*Gretchen Fagan*  
Mayor

*David Esquivel*  
Interim City Manager

April 19, 2022

Eliza Paul, District Engineer, Houston District  
Texas Department of Transportation  
7600 Washington Avenue  
Houston, TX 77007

RE: Tomball Willow Creek: Requested Release from City of Houston Extraterritorial Jurisdiction into City of Tomball Extraterritorial Jurisdiction: HCAD Accounts 0430430000134 and 0430430000135

Dear Ms. Paul:

On Monday, April 18, 2022, the City Council of the City of Tomball, Texas, approved Resolution No. 2022-15, supporting the release of the property identified in Harris County Appraisal District Accounts 0430430000134 and 0430430000135 from the City of Houston's ETJ into the City of Tomball's ETJ. The property consists of 8.053 acres of land, as shown in the enclosed metes and bounds description.

Per your request, please be advised that the City of Tomball does anticipate annexing these parcels of land and, upon completion of the annexation process, water and wastewater services will be provided by the City of Tomball.

It will also be necessary for the City of Tomball to annex approximately 2,100 feet of FM 2920 road right-of-way, from the intersection of Telge Road and FM 2920 to the end of the property, west of the intersection of FM 2920 and Lutheran Church Road, in order to make the property contiguous to the City of Tomball's corporate city limits. A copy of this letter is being sent to the City of Houston as well.

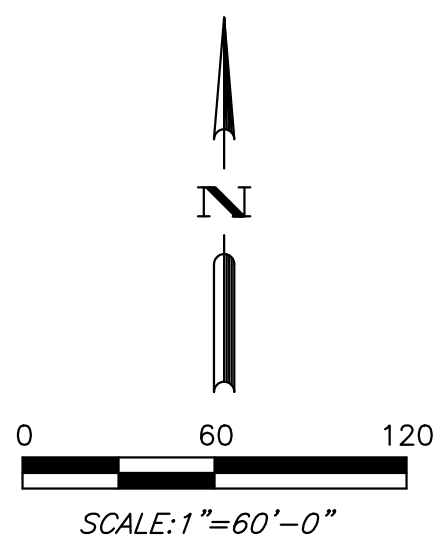
Please contact David Esquivel, City Manager, 281-290-1415, [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov), or Nathan Dietrich, Director of Community Development, 281-290-1410, [ndietrich@tomballtx.gov](mailto:ndietrich@tomballtx.gov), if you need additional information.

Sincerely,

Gretchen Fagan  
Mayor

cc: Rupesh Koshy  
Engineer  
Planning & Development Department  
City of Houston  
611 Walker - 6th Floor  
Houston, Texas 77002






T.B.M. 'C' - NORTH RIM OF SANITARY SEWER MANHOLE LOCATED AT SOUTHWEST CORNER OF FM 2920 AND TOMBALL CEMETERY ROAD, AS SHOWN HEREON. ELEVATION = 175 FEET.

## VERIFICATION OF PRIVATE UTILITY LINE:









































Approved for AT&T underground conduit facilities only.  
Signature valid for one year.

Texas Registered Firm #F-7999



The seal is circular with a double-lined border. The outer ring contains the text "STATE OF TEXAS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by stars. The center of the seal features a five-pointed star above the name "RANDY L. RUTHERFORD" and the license number "93778". Below the license number, the word "LICENSED" is written in a curved path.

SHEET NO. SP1 OF XX	DRAWING SCALE
---------------------	---------------

- | <u>LEGEND:</u>  |                        |   |                                 |   |                              |
|---|------------------------|---|---------------------------------|---|------------------------------|
|  | EXISTING GRATE INLET   |  | EXISTING STREET SIGN            |  | EXISTING SWBT TELEPHONE LINE |
|  | EXISTING B INLET       |  | EXISTING AREA LIGHT             |  | EXISTING EASEMENT LINE       |
|  | EXISTING C INLET       |  | EXISTING TELEPHONE ENCLOSURE    |  | PROPOSED STORM SEWER LINE    |
|  | EXISTING MANHOLE       |  | EXISTING TELEPHONE PEDESTAL     |  | PROPOSED SANITARY SEWER LINE |
|  | EXISTING SAMPLE WELL   |  | EXISTING TELEPHONE CABLE MARKER |  | PROPOSED WATER LINE          |
|  | EXISTING CLEAN OUT     |  | EXISTING GAS METER              |  | PROPOSED FLUSING VALVE       |
|  | EXISTING POWER POLE    |  | EXISTING PIPE LINE MARKER       |  | PROPOSED GATE VALVE          |
|  | EXISTING DOWN GUY      |  | EXISTING PROPERTY LINE          |  | PROPOSED SANITARY MANHOLE    |
|  | EXISTING FIRE HYDRANT  |  | EXISTING STORM SEWER LINE       |  | PROPOSED STORM MANHOLE       |
|  | EXISTING WATER VALVE   |  | EXISTING SANITARY SEWER LINE    |  | PROPOSED STORM INLET         |
|  | EXISTING WATER METER   |  | EXISTING WATER LINE             |  |                              |
|  | EXISTING BLOWOFF VALVE |  | EXISTING OVERHEAD ELECTRIC LINE |  | EXISTING CONCRETE PAVEMENT   |
|   |                        |  | EXISTING WATER METER            |  | EXISTING ASPHALT PAVEMENT    |
|   |                        |  | EXISTING BLOWOFF VALVE          |  | PROPOSED CONCRETE PAVEMENT   |









TOTAL BUILDING AREA: 118,500 S.F.

TOTAL PARKING COUNT: APPROX. 300 SPACES  
(SPACES WILL BE REDUCED TO ACCOMMODATE FOR ACCESSIBLE PARKING)

STATE OF TEXAS  
COUNTY OF HARRIS

We, WILLOW CREEK PLAZA, LP by MHW WILLOW CREEK PLAZA, LLC, its general partner, acting by and through Mitchell D. Oxman, Manager, being an officer of MHW WILLOW CREEK PLAZA, LLC, owners hereinafter referred to as Owners (whether one or more) of the 8.053 acre tract described in the above and foregoing map of WILLOW CREEK RETAIL, do hereby make and establish said subdivision and development plan of said property according to all lines dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on 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 unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, 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, plantings and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners certify and covenant that they have complied with or will comply with existing Harris County Road Law, Section 31-C as amended by Chapter 614, Acts of 1973, 63rd Legislature and all other regulations heretofore on file with the Harris County Engineer and adopted by the Commissioners' Court of Harris County.

IN TESTIMONY WHEREOF, the WILLOW CREEK PLAZA, LP by MHW WILLOW CREEK PLAZA, LLC, its general partner have caused these presents to be signed by Mitchell D. Oxman, its Manager, thereunto authorized,

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WILLOW CREEK PLAZA, LP by  
MHW WILLOW CREEK PLAZA, LLC, its general partner

By: \_\_\_\_\_  
Mitchell D. Oxman, Manager

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Mitchell D. Oxman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of WILLOW CREEK RETAIL in conformance with the laws of the State of Texas and the ordinances of the City of Houston as shown hereon and authorized

the recording of this plat this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Martha L. Stein or M. Sonny Gorza  
Chair Vice Chairman

By: \_\_\_\_\_  
Margaret Wallace Brown  
Secretary

I, Diane Trautman, County Clerk of Harris County and ex officio clerk of the Harris County Commissioners' Court, do hereby certify that the within instrument was approved at a legally convened meeting of the Harris County Commissioners' Court held on \_\_\_\_\_ 2019 by an order entered into the minutes of the court.

\_\_\_\_\_  
Diane Trautman  
County Clerk  
of Harris County, Texas

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

I, John R. Blount, County Engineer of Harris County, hereby certify that the plat of this subdivision complies with all the existing rules and regulations of this office, as adopted by the Harris County Commissioners' Court and that it complies or will comply with all applicable provisions of the Harris County Road Law as amended and all other Court adopted drainage requirements.

\_\_\_\_\_  
John R. Blount, P.E., LEED AP  
County Engineer

I, Daniel N. Pinnell, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.



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

I, Diane Trautman, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office

on \_\_\_\_\_ 2019, at \_\_\_\_\_ o'clock \_\_\_\_ M., and duly recorded on

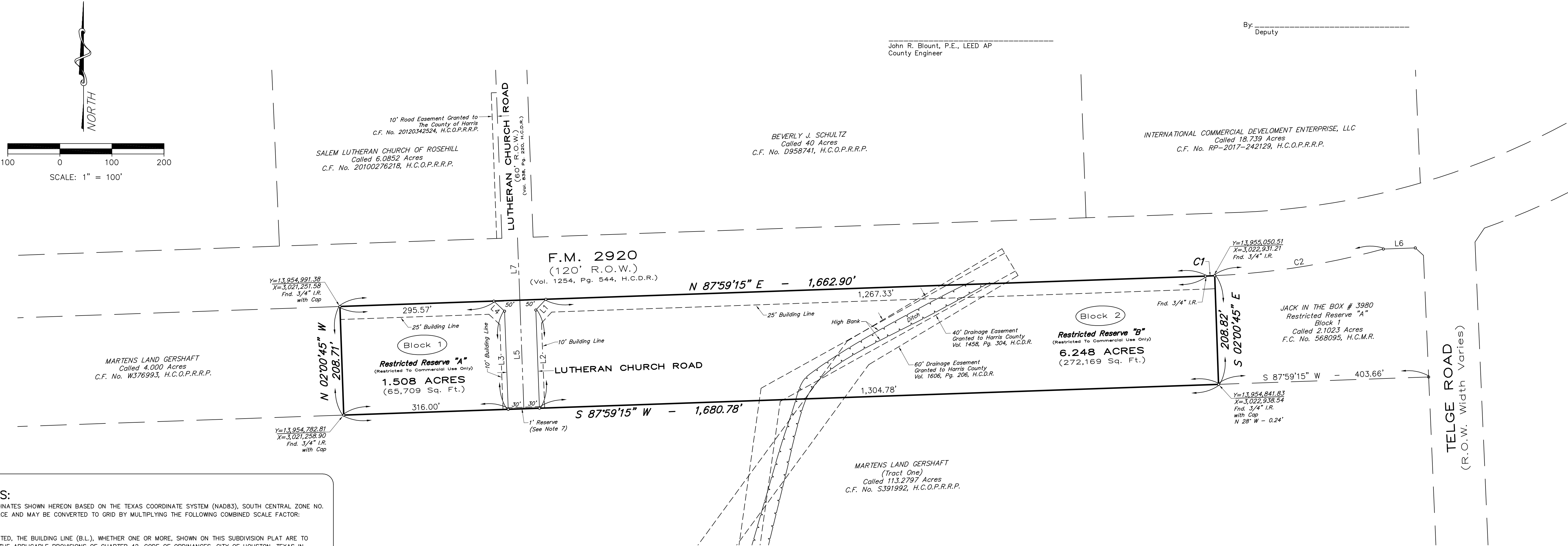
\_\_\_\_\_ 2019, at \_\_\_\_\_ o'clock \_\_\_\_ M., and at Film Code

Number \_\_\_\_\_ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

\_\_\_\_\_  
Diane Trautman  
County Clerk  
of Harris County, Texas

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



- GENERAL NOTES:**
- ALL BEARINGS AND COORDINATES SHOWN HEREON BASED ON THE TEXAS COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE NO. 4204. DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE FOLLOWING COMBINED SCALE FACTOR: 0.999943170.
  - UNLESS OTHERWISE INDICATED, THE BUILDING LINE (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 42, CODE OF ORDINANCES, CITY OF HOUSTON, TEXAS IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
  - SITE DRAINAGE PLANS FOR THE FUTURE DEVELOPMENT OF THIS RESERVE MUST BE SUBMITTED TO THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND HARRIS COUNTY ENGINEERING DEPARTMENT.
  - THIS PLAT REQUIRES COMPLIANCE WITH LANDSCAPING REQUIREMENTS PRIOR TO OCCUPANCY OF STRUCTURES AS MANDATED IN REGULATIONS OF HARRIS COUNTY, TEXAS FOR THE APPROVAL AND ACCEPTANCE OF INFRASTRUCTURE.
  - ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
  - ANY NEW DEVELOPMENT WITHIN THIS SUBDIVISION PLAT SHALL OBTAIN A STORM WATER QUALITY PERMIT BEFORE THE ISSUANCE OF ANY DEVELOPMENT PERMITS.
  - ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT THE ONE-FOOT RESERVE SHALL HEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

**LEGEND:**

I.R.	—	IRON ROD
FND.	—	FOUND
R.O.W.	—	RIGHT-OF-WAY
H.C.D.R.	—	HARRIS COUNTY DEED RECORDS
H.C.M.R.	—	HARRIS COUNTY MAP RECORDS
H.C.O.P.R.R.P.	—	HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

CURVE TABLE				
NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING AND DISTANCE
C1	1,492.40'	000°41'11"	17.88'	N 87°38'40" E — 17.88'
C2	1,492.40'	012°36'33"	328.43'	N 80°59'48" E — 327.77'

LINE TABLE		
NO.	BEARING	DIST.
L1	S 42°55'43" W	28.26'
L2	S 02°07'50" E	188.71'
L3	N 02°07'50" W	188.71'
L4	N 47°04'17" W	28.31'
L5	N 02°07'50" W	208.78'
L6	N 87°59'15" E	61.36'
L7	N 02°07'50" W	120.02'

## WILLOW CREEK RETAIL

A SUBDIVISION OF 8.053 ACRE (350,801 SQUARE FEET) OF LAND, SITUATED IN THE WILLIAM HURD SURVEY, ABSTRACT NO. 377, HARRIS COUNTY, TEXAS.

**2 BLOCKS**

**2 RESERVES**

OWNERS:  
**WILLOW CREEK PLAZA, LP**  
25211 GROCANS MILL ROAD, STE. 110  
THE WOODLANDS, TEXAS 77380  
281-651-4898

SURVEYOR:  
**THE PINNELL GROUP, LLC**  
26730 INTERSTATE 45 NORTH  
SPRING, TEXAS 77386  
281-363-8700

DATE: FEBRUARY, 2019

SCALE: 1" = 100'

PROJECT NO. 18-264







# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 4/18/2022

#### Topic:

Approve Resolution Number 2022-14, a Resolution of the City Council of the City of Tomball, Texas approving a Development Agreement relating to the Winfrey Estate Public Improvement District Project.

#### Background:

CHTA Development, Inc. is pursuing to develop a 34.4945 acre residential development west of the intersection of Winfrey Lane and FM 2978. As part of the development, CHTA Development, Inc. desires to establish a Public Improvement District.

Resolution Number 2022-14 approves a Development Agreement between the City and CHTA Development, Inc. with respect to the development of the property, the public improvements and the levy of assessments in the PID.

**Origination:** Community Development Department

#### Recommendation:

Staff recommends adopting Resolution Number 2022-14, approving a Development Agreement with CHTA Development, Inc.

**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

**RESOLUTION NO. 2022-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS, APPROVING A DEVELOPMENT  
AGREEMENT RELATING TO THE WINFREY ESTATES PUBLIC  
IMPROVEMENT DISTRICT.**

\* \* \* \* \*

**WHEREAS**, CHTA Development, Inc., a Texas corporation (the “Developer”) owns and plans to acquire and develop, in phases, approximately 34.4945 acres of real property within the City (the “Property”); and

**WHEREAS**, the City of Tomball, Texas (the “City”) wishes to incentivize the development of the Property and encourage and support economic and housing development within the City through the financing of certain public infrastructure (the “Public Improvements”) within the Property; and

**WHEREAS**, in order to finance the Public Improvements, the City Council intends to create a public improvement district (the “PID”) coterminous with the boundaries of the Property in accordance with Chapter 372, Texas Local Government Code, as amended; and

**WHEREAS**, the City and the Developer desire to enter into a development agreement (the “Development Agreement” that sets forth the agreement between the parties with respect to development of the Property, the Public Improvements and the levy of assessments in the PID; **NOW, THEREFORE**

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

SECTION 1. The recitals set forth in the preamble of this Resolution are true and correct in all material respects.

SECTION 2. The City Council of the City approves the Development Agreement by and between the City and the Developer in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the City Manager, and the City Manager is hereby authorized to execute such Development Agreement and the City Secretary may attest such signature.

SECTION 3. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_ day of APRIL 2022.

---

Gretchen Fagan  
Mayor

ATTEST:

---

Doris Speer  
City Secretary

**WINFREY ESTATES**

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**CHTA DEVELOPMENT, INC., A TEXAS CORPORATION**

**AND**

**THE CITY OF TOMBALL, TEXAS**

**Dated: April 18 2022**

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## WINFREY ESTATES DEVELOPMENT AGREEMENT

This Winfrey Estates Development Agreement (this “**Agreement**”), dated as of April 18, 2022 (the “**Effective Date**”), (subject to termination as provided in Article 11) is entered into between CHTA Development, Inc. a Texas corporation (the “**Developer**”), and the City of Tomball Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

### Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Tomball, Texas (the “City Council”); and

WHEREAS the Developer has acquired for development, approximately 34.5 acres of real property described in Exhibit A attached hereto (the “Property”) within the corporate limits of the City as a single-family residential development, in accordance with the applicable City Regulations (the “Project”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt Service and Assessment Plans (“SAP”) (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to a Service and Assessment Plan, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$8,500,000 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Affiliates” of CHTA Development, Inc. means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Amenities” means the amenities to be constructed by the Developer and owned by the Developer or the HOA, as set forth in Exhibit K.

“Annual Installments” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“Assessment Ordinance” means one or more of the City’s ordinances approving an SAP and levying Assessments on the benefitted Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

“City” means the City of Tomball, Texas.

“City Regulations” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the approved Planned Development.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit G.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that the City has with respect to applicable Public Improvements accepted the respective Public Improvements and confirmed that Final Completion has been reached with respect to such Public Improvements.

“Completed Lots” means Fully Developed and Improved Lots for which (i) water, sanitary sewer, drainage and roads have been extended, and (ii) the City has authorized that a building permit may be obtained for construction on each lot.

“Concept Plan” means the concept plan attached hereto as Exhibit J.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

“Delinquent Collection Costs” shall be defined in the SAP(s).

“Developer” means CHTA Development, Inc. a Texas corporation, its successors and permitted assigns.

“Development” means the Santorini Development, a residential development to be developed and constructed on the Property pursuant to the City Regulations.

“Development Standards” means those standards set forth in Exhibit D.

“Effective Date” means the date set forth in the first paragraph of this Agreement which shall be the earliest date on which (i) the Developer has executed this Agreement and (ii) the Agreement is approved by City Council in open session.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Estimated Build Out Value” means the estimated value of an assessed property with fully constructed buildings, as provided by the Developer and confirmed by the City by considering such factors as density, lot size, estimated square footage of the homes to be built, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

“Final Completion” means as the point in the construction of the project when the City determines that the project is 100% completed, including punch list work.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics where shut-down of residential construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its

obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Harris County, Texas.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“HOA” is defined in Section 10.01.

“HOA Maintenance Agreement” is defined in Section 10.01

“HOA Maintained Improvements” is defined in Section 10.01.

“Home or Property Buyer Disclosure Program” means the disclosure program, as set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

“Impact Fees” means all utility and roadway impact fees relating to capital improvements that may be assessed and collected by the City on the Property in accordance with Chapter 395, Texas Local Government Code.

“Indenture(s)” means the applicable indenture of trust pursuant to which PID Bonds are issued.

“Landscape Regulations” means those regulations and standards for landscaping as contained in the PD.

“Landowner Consent” means a consent executed by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments, in form attached hereto as Exhibit F.

“Impact Fees” means all utility impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time.



“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“Indenture(s)” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Lot” means a parcel of land zoned for single family use and final platted for such use.

“Net Bond Proceeds” means the proceeds of the PID Bonds issued pursuant to Sections 3.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Operator” means the operating entity for the Laguna.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

“PD” or “PD Zoning” means the Planned Development Zoning District Ordinance No. 2021-08 approved by the City on March 15, 2021, as may be amended pursuant to City Regulations.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the reimbursement of the Public Improvement Project Costs.

“PID” means the Winfrey Estates Public Improvement District.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means these horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed to get to a Final Lot Value.

“Professional Services Agreement” means that certain agreement between the City and the Developer dated October 15, 2021 pursuant to which the Developer shall pay certain City costs with respect to the Development and PID financing.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 34.5 acres of real property located within the City described in Exhibit A.

“Public Improvement Financing Date” means the date the City levies Assessments on the Property, such date to be no later than January 1, 2023 which date may be extended by written agreement of the Parties.

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit C.

“Public Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements to be reimbursed by the PID Bonds. Such date may be extended by two six (6) month extensions that may be granted by the City Manager upon request of the Developer.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Reimbursement Cap” means the amount of \$8,500,000.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

## ARTICLE II

### THE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance

of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

- (i) Up to 113 single family homes; and.
- (ii) Amenities set forth in Exhibit K.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Development Regulations, the Concept Plan and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

(d) The Developer shall construct or cause to be constructed, the Amenities as set forth in Exhibit K and such Amenities shall not be owned by the City and shall not be paid or reimbursed as a Public Improvement Project Cost.

### ARTICLE III

#### PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of the PID that in total, encompasses the Property by submitting a petition to the City that contain a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition shall also allow for the City's levy of Assessments for maintenance purposes and for administration of the PID. Upon receipt and acceptance of such petition, the City shall hold a public hearing to consider the creation of the PID in accordance with the PID Act. Developer has previously entered into professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to levy Assessments on the Property and thereafter authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the single-family

portion of the Property) up to an aggregate principal amount of \$8,500,000 to reimburse the Public Improvements Project Costs. The Public Improvements to be constructed and reimbursed in connection with the PID Bonds are detailed in Exhibit C, which may be amended from time to time, and in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to reimburse the Public Improvement Project Costs. Notwithstanding anything in this Agreement, the issuance of PID Bonds and the levy of Assessments is a discretionary governmental action by the City Council and subject to the City's approval and the issuance of PID Bonds is also subject to market conditions at the time of issuance. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments.

(b) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(c) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The date of the levy of Assessments for each Phase is on or before the Public Improvement Financing Date.

(ii) The total maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$8,500,000.

(iii) The maximum "tax rate" for the Lots in the PID, including the projected annual assessment, shall be no greater than \$0.95 per \$100 of assessed value at the time of the levy of the Assessment on each Lot based on the Estimated Build Out Value of each Lot; such rate limit for each Lot as determined at the time of the levy of the Assessments applies on an individual assessed parcel basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan.

(iv) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for is at least 3:1 at the time of the issuance of PID Bonds; such values shall be confirmed by appraisal from licensed MAI appraiser.

(v) The Developer or its Affiliates, or another entity that has purchased a portion of the Property for development shall own all property within each Phase of the PID prior to the levy of Assessments, or have otherwise complied with Section 3.04 herein. The City shall not levy Assessments without a recorded consent to the creation of the PID and the levy of Assessments from each property owner within the area to be assessed by the City.

(vi) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the

Developer pursuant to this Agreement, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(vii) The Public Improvements to be reimbursed from the proceeds of the PID Bonds must have reached Completion of Construction.

(viii) All Lots in the Property have been fully developed and are available for delivery to a homebuilder.

(ix) 24 homes must be completed and certificates of occupancy issued prior to the issuance of any PID Bonds.

(x) The total assessment value to lien ratio must be at least 3:1 at the time of the levy of assessments.

(d) In no event shall the Developer be paid and/or reimbursed from PID Bond Proceeds, or Assessment revenues for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap.

#### Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinance on or before the Public Improvement Financing Date. The Assessments, if levied, shall be levied and a reimbursement agreement entered into, prior to the City's acceptance of the Public Improvements, subject to the City Council's discretion. At the time of such levy, the City intends to enter into a Reimbursement Agreement with the Developer for the applicable Phase. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Harris County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 3.04. Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within the PID shall occur prior to the City's levy of Assessments in the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and

acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

## ARTICLE IV

### DEVELOPMENT

#### Section 4.01. Full Compliance with City Standards.

Development and use of the Property by Developer and its Affiliates, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the then current applicable City Regulations, the Development Standards and with the Concept Plan.

Section 4.02. Development Standards and Planned Development. As consideration for the City's obligations under this Agreement and in consideration for the reimbursement of the Public Improvement Project Costs, the Developer agrees that its development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations, the Development Standards attached hereto as Exhibit D, the Concept Plan attached hereto as Exhibit J and the PD attached as Exhibit B. Any material changes (as determined by the City) to the PD, the Concept Plan or the Development Standards attached hereto must be approved by the City. Upon approval by the City of an updated PD, Concept Plan or Development Standards, this Agreement shall be deemed amended to include such approved updated PD.

Section 4.03. Property Acquisition. With the exception of the acquisition of easement rights as set forth in Article VI hereof, the Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. The City agrees to allow Developer the use of any City easements, rights of way or owned property as is reasonably necessary for the construction and installation of the Public Improvements. If the Developer is unable to obtain such third-party rights-of-way, consents, or easements, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity), at Developer's cost, through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees actually incurred by the City in the exercise of its eminent domain powers, such costs to be paid by the Developer pursuant to the Professional Services Agreement.

Section 4.04. Zoning of Property. The Developer consents and agrees to the zoning of the Property pursuant to the planned development process and that such zoning shall be consistent with the PD set forth in Exhibit B.

Section 4.05. Conflicts. In the event of any conflict between this Agreement and any City Regulation, the City Regulations shall control.

Section 4.06. Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations, the Concept Plan, the Development Standards and the PID and may require a prepayment of Assessments as set forth in the applicable SAP.

## ARTICLE V

### DEVELOPMENT CHARGES

Section 5.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 5.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements and any other improvements requiring City review, according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 5.03. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.04. Park Fees. The park, open space and Amenities set forth in the PD and in Exhibit K shall satisfy the requirement for any parkland or open space dedication requirements or fees in lieu of as well as any park development fees.

Section 5.05. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.06. Impact Fees. All impact fees associated with the Development shall be paid pursuant to the City Regulations.

## ARTICLE VI

### DEVELOPMENT SPECIFIC REQUIREMENTS

Section 6.01. Oversizing of Water and Sewer Lines. The Developer will install a 12-inch water line along FM 2978 and an 8-inch along Winfrey for both water and sewer, as well as a 12-inch sanitary sewer along 2978 and throughout the development in accordance with the City's 2017 Wastewater Master Plan and 2018 Water Master Plan. The City shall pay the portion of the linear feet of the water and wastewater pipe only, in excess of an 8-inch pipe. The City shall

reimburse the Developer for its share of the cost of the wastewater pipe at the time the ownership of the wastewater line has been accepted by the City as a part of its water and wastewater system.

Section 6.02. Signage. City agrees to permit the Developer authorization to place signage located in the Public Right-of-Way (PROW) but within a raised median. The applicant agrees to construct a multi-tenant monument sign of not less than three (3) sign blades for other businesses to use along Winfrey Lane. This development agreement will take the place of any encroachment agreement necessary for this encroachment to occur. In the event damage is done to the sign, all repairs or replacement work that needs to be completed will be responsibility of the Developer. The sign will be built with the materials and placed inside PROW within a raised median, with subject to the final approval of the City Manager. This sign may stay in this location temporarily until the later of April of 2025 or the final home has been sold within Winfrey Estates, at which time the sign will be moved to an on premise location.

## ARTICLE VII

### CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

#### Section 7.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations, the Development Standards, the Concept Plan and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations, including the City Regulations, regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements at 100%.

(d) Upon Completion of Construction of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and



subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations, the Development Standards and Applicable Law. The Public Improvements within each Phase shall reach Completion of Construction by the Public Improvement Completion Date.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights (which may be an easement) necessary for the construction, operation, and maintenance of the road, water, drainage, and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 7.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

**CITY OF TOMBALL, TEXAS ("CITY") SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNI-**

**FICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT**

The Developer or its designee shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be (i) paid by the Developer or caused to be paid by the Developer, and reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement or (ii) paid from the proceeds of PID Bonds issued to pay the Public Improvement Project Costs.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law, the Development Standards and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 7.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 7.04. Joint Cooperation; Access for Planning and Development.

During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 7.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 7.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 7.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the exercise of reasonable judgment, the City Representative shall review the title report using their normal and customary review process for an easement and shall only object to matters in the title report if they would do so for any other easement granted directly to the City or to be obtained by the City for a public improvement. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 7.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement by plat or separate instrument to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 7.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor. Such schedule shall be updated monthly and submitted to the City.

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any scheduled construction meetings as set forth in the construction contracts for the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and the City shall pay for any damage repair from funds on hand from the Developer pursuant to the Professional Services Agreement, as such funds are available, or from other funds of the City. If the City pays for such damage repair from other City funds, the Developer shall reimburse or cause the general contractor to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

#### Section 7.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit C, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP or the Project and Financing Plan. Should the Public Improvements be amended by the City Council in an SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer shall be responsible for such excess costs and such excess costs shall not be reimbursed by the City. The City shall only reimburse the Public Improvement Project Costs in the amounts set forth in the applicable SAP.

#### Section 7.11. City Police Powers.

The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 7.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged prior to the earlier of (i) the date of acceptance of the applicable Public Improvement by the City of the related Public Improvement or (ii) 180 days.

Section 7.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 7.14. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the standard City inspection fees.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing

contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 7.15. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

## ARTICLE VIII

### PAYMENT OF PUBLIC IMPROVEMENTS

#### Section 8.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the Public Improvement Project Costs will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement from Assessments of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be reimbursed solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or from Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the Reimbursement Cap.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to reimburse the Public Improvement Project Costs in the PID. The obligation of Developer



to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

**Section 8.02. Remaining Funds after Completion of a Public Improvement.**

The Service and Assessment Plan shall be updated or amended, as applicable, such that the costs of the Public Improvements in the SAP match the costs set forth in the applicable construction contracts; provided that such adjustment of the SAP does not affect the benefit analysis. Then, the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to reimburse Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each PID Phase and provided that all Public Improvements for such PID Phase, as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in a PID Phase as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Underruns from that category may be released to reimburse for Overruns in another improvement category, as approved by the City.

**Section 8.03. Payment Process for Public Improvements.**

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from (i) PID Bond Proceeds or from (ii) Assessments collected in the PID as set forth in 8.04 below. The Developer shall submit a Payment Certificate to the City for Public Improvement Project Costs. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Development Standards, the Concept Plan and Applicable Law, and compliance with the applicable SAP and Plans and Specifications within fifteen (15) business days of receipt from the Developer. After review, the City shall send notice to the Developer of what is approved in each Payment Certificate and what is denied and will notify Developer of additional documentation needed. Approved costs in a Payment Certificate shall be forwarded for payment in a timely manner and the City will work with the Developer to resolve amounts not approved in each Payment Certificate.

(b) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit C and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(c) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 8.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The reimbursement for costs of the Public Improvements set forth in Exhibit C and in the Service and Assessments Plan shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 8.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 2 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

#### Section 9.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is Texas corporation validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

## ARTICLE X

### MAINTENANCE OF LANDSCAPE IMPROVEMENTS

#### Section 10.01. Mandatory Home Owners' Association.

(a) The Developer will create a mandatory homeowners' association ("HOA") over the portion of the Property then being developed as single family homes ("the "Single Family Property"), which HOA, through its conditions and restrictions filed of record in the property records of Harris County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the "HOA Maintained Improvements"). Maintenance of any HOA Maintained Improvements on land owned by the City shall be pursuant to a maintenance agreement between the HOA and the City (the "HOA Maintenance Agreement").

(b) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(c) Covenants, conditions and restrictions for the HOA must be filed and the HOA Maintenance Agreement, if any, must be approved and executed before any Assessments are levied by the City.

## ARTICLE XI

### TERMINATION EVENTS

#### Section 11.01. Developer Termination Events.

(a) The Developer may terminate this Agreement, (i) upon an Event of Default by the City, (ii) if the City does not enter into a Reimbursement Agreement or levy assessments by the Public Improvement Financing Date or (iii) does not create the PID by the Public Improvement Financing Date.

#### Section 11.02. City Termination Events.

(a) The City may terminate this Agreement for each Phase if the City determines both (i) not to issue PID Bonds by the Public Improvement Financing Date, and (ii) not to levy Assessments and enter into a Reimbursement Agreement Development by the Public Improvement Financing Date.

(b) The City may terminate this Agreement and any Reimbursement Agreement upon an uncured Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement, and any Reimbursement Agreement, at any time if the Public Improvements do not reach Public Improvement Completion Date, as may have been extended pursuant to the term of this Agreement.

#### Section 11.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, with the exception of any of Developer's Public Improvement Project Costs that were previously advanced or incurred as of the date of termination, provided that a Payment Certificate for such Public Improvement Project Costs is submitted within ninety (90) days of the termination and is approved by the City pursuant to its normal and usual process for approving such Payment Certificate. The City must approve such Payment Certificate within thirty (30) days or submit to the Developer its objections/issues with such Payment Certificate and reasonably consult with the Developer to cure any insufficiencies in the Payment Certificate within an additional thirty (30) days.

#### Section 11.04. City Actions Upon Termination.

Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

### ARTICLE XII

#### TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of forty (40) years from the Effective Date, (ii) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction of the Public Improvements and payment of or reimbursement for the Public Improvement Project Costs pursuant to this Agreement (up to the Reimbursement Cap), (iii) an Event of Default under Article XIII, or (iv) the occurrence of a termination event under Article XI. Notwithstanding the above, the provisions of Article VII of this Agreement shall survive termination.

### ARTICLE XIII

#### DEFAULT AND REMEDIES

##### Section 13.01. Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

#### Section 13.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 13.01(f) above). Except with respect to cure periods set forth in 13.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

#### Section 13.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations

that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### Section 13.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the Developer to the City.

#### Section 13.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

(b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### Section 13.06. No Waiver of Immunity.

(a) Nothing contained in this Agreement shall be deemed to waive the City's governmental immunity nor the official immunity of any City officer, official, employee or agent.



(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in such suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance or injunctive relief against the City.

#### Section 13.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

#### Section 13.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

### ARTICLE XIV

#### INSURANCE, INDEMNIFICATION AND RELEASE

##### Section 14.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$500,000 Per Occurrence or a limit equal to the amount of the contract amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

#### Section 14.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

#### Section 14.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

#### Section 14.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

#### Section 14.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

#### Section 14.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS

CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

## ARTICLE XV

### GENERAL PROVISIONS

#### Section 15.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City: City Manager  
401 Market Street  
Tomball, TX 77375

With a copy to: Attn: City Attorney  
Olson & Olson, LLP  
2727 Allen Parkway, Suite 600  
Houston, TX 77019

To the Developer: Attn: Roland Ramirez  
CHTA Development, Inc.  
1169 Brittmore Road  
Houston, Texas 77043

With a copy to: Attn: Timothy Green  
c/o Coats Rose, P.C.  
9 Greenway Plaza, Suite 1000  
Houston, Texas 77046

Section 15.02. Make-Whole Provision.

(a) If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City’s financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

(b) If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City’s financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued

by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

Section 15.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to execute any consent with respect to assignment to an Affiliate nor shall the City be required to make any representations with respect to any assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written notice to the lender. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party.

Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property, except an en-user homeowner, shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

#### Section 15.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

#### Section 15.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

#### Section 15.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

#### Section 15.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 15.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 15.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 15.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 15.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 15.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or



obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 15.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 15.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 15.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 15.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 15.16. No Consent to Third Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.17. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 15.18. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

#### Section 15.19. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments or approval of a Reimbursement Agreement.

#### Section 15.20. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds.

#### Section 15.21. Recording Fees.

Any fees associated with the recording of documents in the real property records of Harris County in order to give initial notice of the Assessments or made pursuant to the Act, shall be paid by the Developer. Ongoing recording in the real property records of Harris County of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

#### Section 15.22. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

#### Section 15.23. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

#### Section 15.24. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

#### Section 15.25. Petroleum.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

#### Section 15.26. Firearms.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an

existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

#### Section 15.27. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CITY OF TOMBALL**

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

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

Title: City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

**DEVELOPER**

**CHTA DEVELOPMENT INC.,**

a Texas corporation

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

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

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

Date: \_\_\_\_\_

**STATE OF TEXAS** §

§

**COUNTY OF** \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the \_\_\_\_\_ and duly authorized representative of CHTA Development, Inc., a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas

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

**EXHIBIT A**

**PROPERTY DESCRIPTION**

## **EXHIBIT B**

### **PLANNED DEVELOPMENT ORDINANCE**

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 31.7 ACRES OF LAND, LEGALLY DESCRIBED AS RESERVE A & B BLOCK 1 PECK STATION, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE PLANNED DEVELOPMENT (PD-6) DISTRICT TO THE PLANNED DEVELOPMENT (PD-15) DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE WEST SIDE OF FM 2978 AT WINFREY LANE; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

\* \* \* \* \*

**Whereas**, Daniel Valdez with META Planning + Design LLC, has requested that approximately 31.7 acres of land, legally described as Reserve A & B Block 1 Peck Station, generally located on the west side of FM 2978 at Winfrey Lane, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

**Whereas**, the applicant has presented an application to the City for a Planned Development District to allow for the construction of an age-restricted single-family residential subdivision; and

**Whereas**, the Planned Development application consists of an application for Planned Development District (Exhibit "A"); Planned Development Regulations (Exhibit "B"); and concept plan (Exhibit "C") attached to and made part of this ordinance; and

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

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

**Whereas**, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Planned Development (PD-15) District; and

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



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

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

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

**Section 2.** The zoning classification of the Property is hereby changed from the Planned Development (PD-6) District to the Planned Development (PD-15) District subject to the regulations, restrictions, and conditions hereafter set forth.

**Section 3.** The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Planned Development (PD-15) District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

**Section 4.** This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the property to the Planned Development (PD-15) District as described above.

**Section 5.** The Planned Development (PD-15) shall be subject to the following limitations, restrictions and covenants:

- A. Compliance with the Application, Regulations and Concept Plan. The granting of the Planned Development (PD-15) District shall be conditioned upon the proposed improvements and lands uses being located, constructed and conducted upon the Property in substantial compliance with the application for the Planned Development District (Exhibit "A"), Planned Development Regulations (Exhibit "B") and concept plan (Exhibit "C") made a part hereof for all purposes.

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

**Section 7.** Any person who shall violate any provision of this Ordinance shall be deemed guilty

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 15<sup>TH</sup> DAY OF MARCH 2021.


COUNCILMAN FORD	<u>ABSENT</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGS	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19<sup>TH</sup> DAY OF JULY 2021.

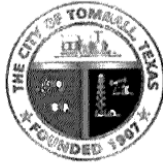
COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGS	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

ATTEST:

  
Doris Speer, City Secretary

  
Gretchen Fagan, Mayor

**Exhibit "A"**  
**Application for Planned Development**



RECEIVED (KC)  
01/06/2021 3:48:25 PM

Revised 5/19/15  
P&Z #P21-010  
\$1,000

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

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

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

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

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

**Applicant**

Name: Don Valdez - META Planning + Design LLC Title: Senior Planner  
Mailing Address: 24275 Katy Freeway, Suite 200 City: Katy State: Texas  
Zip: 77494  
Phone: (281) 810-1422 Fax: ( ) Email: dvaldez@metaplanningdesign.com

**Owner**

Name: 2978 Panormus, LP - Damon Palermo Title: \_\_\_\_\_  
Mailing Address: 10200 Grogans Mill Rd Ste 550 City: Spring State: TX  
Zip: 77380  
Phone: (713) 816-0001 Fax: ( ) Email: dpalermo@palermocrea.com

**Engineer/Surveyor (if applicable)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: ( ) Fax: ( ) Email: \_\_\_\_\_

**Description of Proposed Project:** ±34.4945 Acre Single-family residential community

**Physical Location of Property:** West of Huffsmith-Kohrville Road (FM 2978), East of Snook Lane, North of E Main Street  
[General Location - approximate distance to nearest existing street corner]

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 [www.tomballtx.gov](http://www.tomballtx.gov)

**Reserves A & B, Blocks 1 & 2, Peck Station**

Legal Description of Property: \_\_\_\_\_  
[Survey/Abstract No. and Tracts; or planned Subdivision Name with Lots/Block]


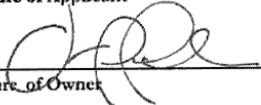
HCAD Identification Number: 135-663-001-0001, 135-663-001-0002 Acreage: 34.4945

Current Use of Property: Vacant

Proposed Use of Property: Single-family residential (age-restricted)

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

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

X		12/21/2020
	Signature of Applicant	Date
X		04 Jan 2021
	Signature of Owner	Date



January 6, 2021

Mayor and City Council  
City of Tomball  
401 Market Street  
Tomball, Texas 77375

**Re: WINFREY TRACT PLANNED DEVELOPMENT**

Dear Mayor and City Council,

On behalf of our client, ROC Homes/EPOC Communities, we are submitting the application for the creation of the Winfrey Tract Planned Development.

The developer intends to develop the 31-acre tract into an age-restricted single-family residential community. The tract is located west of Huffsmith-Kohrville Road (FM.2978), east of Snook Lane, north of East Main Street.

Below is a list of the items that are included with this submittal:

- 1) Completed application form
- 2) Copy of Recorded Peck Station Plat
- 3) Metes & Bounds descriptions that comprise the tract
- 4) Planned Development Text
- 5) Detailed Concept Plan
- 6) Open Space Plan
- 7) Tax statements showing all taxes paid (Harris County and Tomball ISD)

Feel free to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Valdez".

Dan Valdez  
Enclosure

24275 Katy Freeway, Suite 200 | Katy, Texas 77494 | 281-810-1422

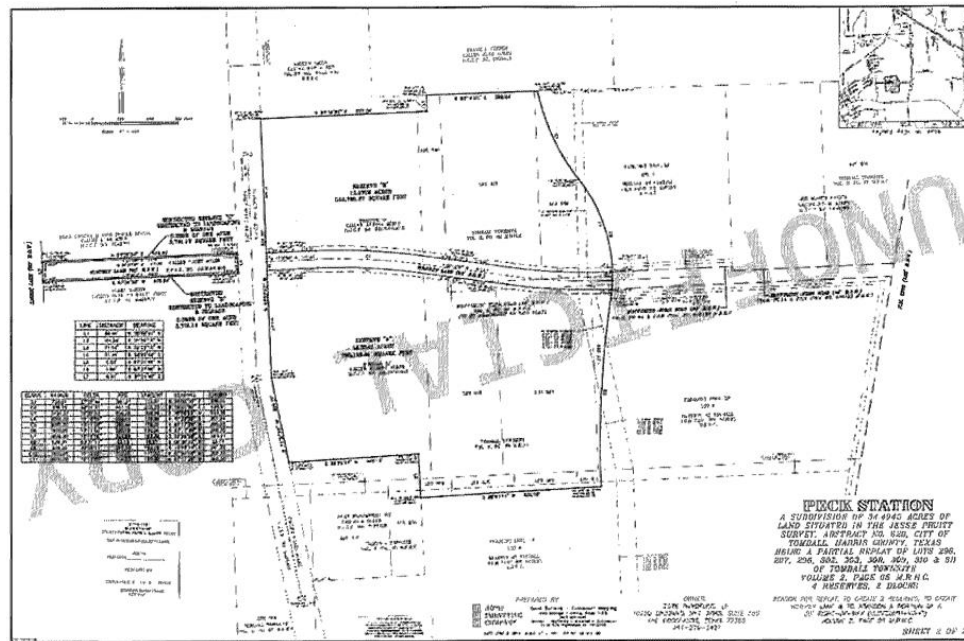
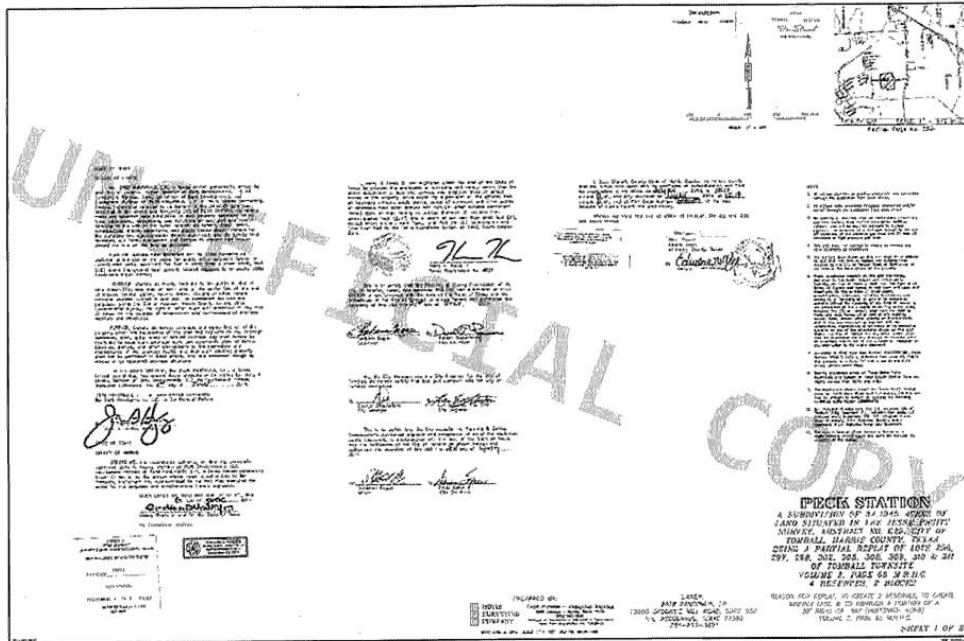


Exhibit B



**Exhibit "B"**  
**Planned Development Regulations**

**Exhibit B**

**Planned Development**

**31 Acre Winfrey Tract**

**A. Contents.** This final development plan includes the following sections:

- General Provisions
- Land Uses
- Development Regulations for Single Family Lots and Reserves
- Amenities and Landscape Regulations
- Open Space and Trails

**B. General Provisions**

1. The planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other ordinances of the City in effect at the effective date of this PD Ordinance. If any provisions or regulations of any City ordinance applicable in the SF-6 (Standard Single Family Residential) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the SF-6 zoning district in effect on the effective date of this ordinance apply to this PD as through written herein, except to the extent the City regulation or provision conflicts with a provision in this ordinance.
2. Except as otherwise provided herein, the words used in this Planned Development have the meaning established by Section 50-2 (Definitions).
3. The PD shall be developed in accordance with the following exhibits that are attached to and made a part of this Final Development Plan:  
  
Exhibit C – Concept Plan  
  
Exhibit C1 – Landscape and Open Space Plan
4. As shown on Exhibit C, the PD encompasses 31.7 acres, located west of FM 2978, east of Snook Lane, north of East Main Street.

**C. Land Uses.**

1. SFR: Permitted land uses are listed below.

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



**D. Development Regulations for Single Family Lots and Reserves – Maximum 130 lots permitted.**

The total lot count may vary from that shown in Exhibit C so long as it is generally in a configuration with what is shown on Exhibit C. See H. Minor Modifications for permitted variations to the land plan.

Single-family home sites within the PD shall be developed in accordance with the following regulations:

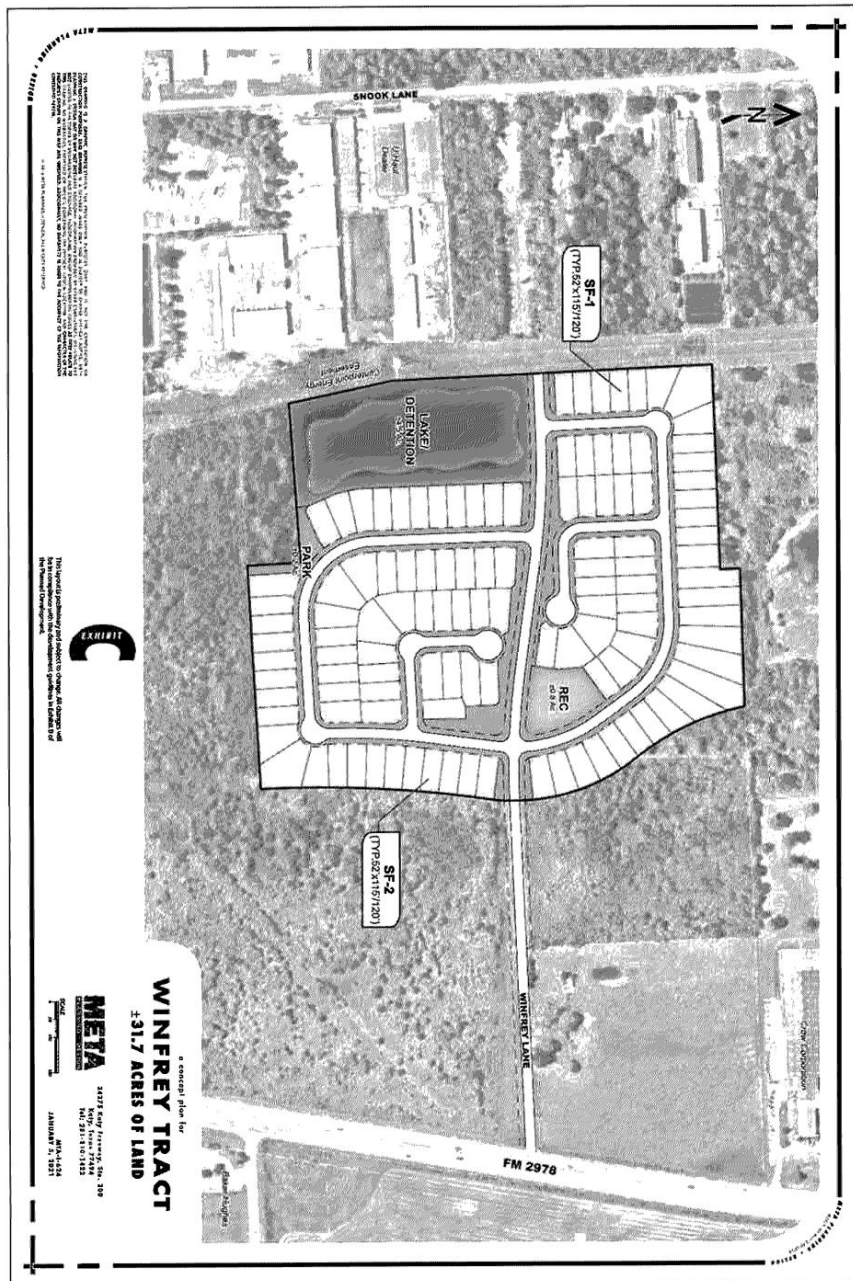
1. The minimum lot width shall be 45 feet wide at building line.
2. Lots shown on Exhibit C
  - a. Minimum lots area:
    - i. 45' wide lots shall have a minimum area of 5,500 square feet.
  - b. Minimum lot width: 45 feet.
  - c. Minimum lot depth: 100 feet
  - d. Maximum lot coverage: 60% (lot coverage shall include building footprint only)
3. Minimum building setbacks:
  - a. Front yard: 20 feet; (measured along front building line)
  - b. Rear yard: 14 feet;
  - c. Side yard: 5 feet, 10 feet on street side of a corner lot.

Reserves within the PD shall be developed with the following regulations:

1. Minimum building setbacks
    - a. 10 feet; (measured along any adjoining right-of-way)
- E. Amenities and Landscape Regulations – As shown on Exhibit C1, the PD shall be developed in accordance with the following landscape regulations:**
1. Recreation site and amenities:
    - a. A minimum one-half (0.5) acre recreational reserve, located within the development, may include benches and trails, etc.
    - b. A minimum of 5, off-street parking spaces shall be provided at the recreation center. The off-street parking may be provided thru dedicated parking lot, parallel parking and/or a combination of both. At a minimum, one bicycle rack which will accommodate a minimum of five bicycles.
    - c. Amenities may include (but are not limited to):
      - Clubhouse
      - Swimming Pool
      - Pickleball
  2. Landscape buffers:

- a. 10' foot minimum buffer shall be provided along all major and minor arterials contiguous to lot lines. As shown on Exhibit C1
  - b. 10-foot minimum buffer, contiguous to lot lines, shall be provided along entry street(s) and collector streets. As shown on Exhibit C1
  - c. Required buffers along major arterials and entry streets shall include one shade tree for each street frontage, or portion thereof, measured along the right-of-way line. The trees may be clustered or spaced linearly; they need to be placed evenly.
  - d. Required buffers may include trails.
3. Open Space:
- a. Minimum 15% space, to be distributed as shown on Exhibit C1
  - b. Open space shall include all landscape buffers, landscape reserves, open space reserves, parks, drill sites, detention, lakes, wetlands and well sites.
  - c. At a minimum 1 acre shall be provided as parks (total park acreage may be divided among multiple sites within the PD)
  - d. All required open space shall be owned and maintained by the Homeowners Association and shall be accessible to all residents within the PD's Homeowner's association. Exhibit C1
- F. Minor Modifications**—The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance to the applicable Tomball Codes and this Ordinance and approved by the Community Development Director.
- 1. Modifications to internal street patterns are allowed.
  - 2. Modifications to the location of land uses, provide that such relocations meet the minimum area and land use regulations set forth within in this document.
  - 3. Modifications to lot sizes are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
  - 4. Modifications to the total acreage provided for each land use set for in Exhibit C are allowed, provided that the modification or series of modifications, shall not result in a net change of greater than 10% in each land use.

**Exhibit “C”  
Concept Plan**



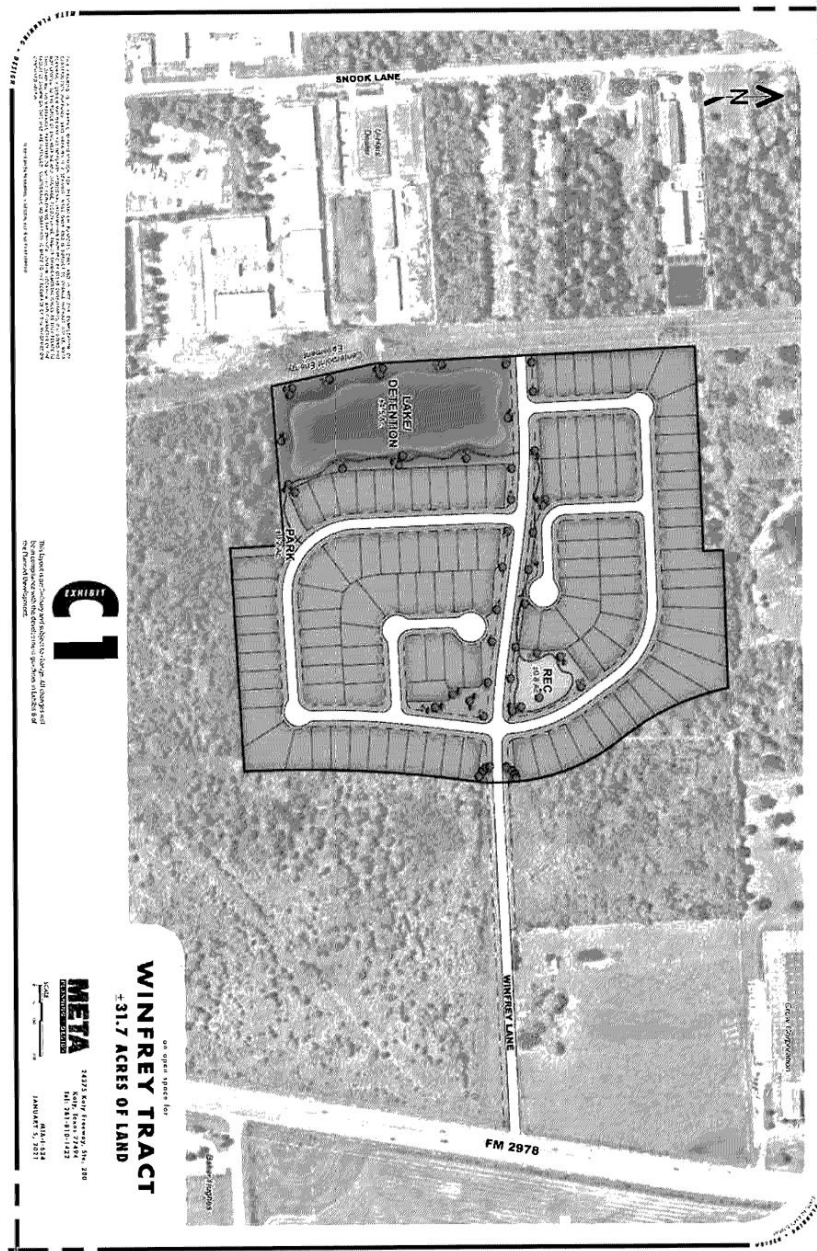


Exhibit B

## **EXHIBIT C**

### **PUBLIC IMPROVEMENTS AND PROJECT COSTS**

The Projects listed and their costs are estimates and final projects and costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

**TOMBALL 34.5 ACRE 55-PLUS COMMUNITY  
PRELIMINARY TOTAL COST (MAR 2022)**

113 HIGHLIGHTED IN RED INDICATES THOSE ITEMS FOR PID REIMBURSEMENT CONSIDERATION

Total Preliminary  
Revised MAR 2022

	AMOUNTS
<b>Land Cost</b>	
Appraisal	\$ 4,282,355
Legal	\$ 6,500
Land Access Easement	\$ 10,165
<b>Total Land</b>	<b>\$ 4,310,020</b>
<b>Engineering</b>	
1 Feasibility - Site layout, wet utilities, paving, detention, land plan, wetlands & proj. mgmt.	\$ 34,098
2 Design- clear/grub, paving, utility, grading, drainage, SWPP, strip/signage, Plan approvals.	\$ 77,500
3 Bidding- quantities, circulation, coordination, verification & recommendations.	\$ 9,750
4 Construction Phase - submittal review, site inspections, utility testing oversight, approvals.	\$ 21,500
5 Traffic Impact Analysis (TEXDOT - FM 2978)	\$ 4,650
6 Geotechnical Investigation	\$ 5,900
7 Surveying- Prep draft subdivision, Topography, design & draft of final plat, lot staking.	\$ 50,190
8 Land Planning- PD (zoning) amendment, preliminary/final plat & recordation.	\$ 19,150
9 Project Management- Coordination with subcontractors, design team mtgs, pay apps.	\$ 11,000
<b>Total Engineering Cost</b>	<b>\$ 233,738</b>
<b>Construction Cost</b>	
1 Water Distribution System	\$ 930,150
2 Gas Distribution	\$ 657,884
3 Waste Water Collection System	\$ 902,427
4 Storm Water Collection System	\$ 1,033,144
5 Paving	\$ 1,900,000
6 Clearing & Grubbing	\$ 587,823
7 Detention Pond Dirt Removal & Restoration	\$ 360,452
8 Other Cost - Survey Staking, geotechnical, materials testing, engineering fees.	\$ 38,500
Subtotal	\$ 6,410,380
Construction Cost Contingency (7.5%)	\$ 480,779
<b>Subtotal WS&amp;D + Paving</b>	<b>\$ 6,891,159</b>
9 Entry Monuments, Landscaping, Irrigation and Landscape Design & Construction	\$ 300,000
10 Amenities (clubhouse, pool, courts & landscaping) + 10% Contingency	\$ 577,500
<b>Subtotal Other Construction Cost</b>	<b>\$ 877,500</b>
<b>Subtotal All Construction Cost</b>	<b>\$ 7,768,659</b>
<b>Other Development Cost</b>	
1 Market Study	\$ 3,120
2 Phase 1 Environmental	\$ -
3 Exploratory Soils Bores	\$ 3,140
4 HOA Formation & Deficit Funding	\$ 75,000
5 Land Development Management	\$ 101,700
6 Public Improvement District Cost (formation)- Legal	\$ 75,000
Subtotal	\$ 257,960
<b>Total Development Cost (Engineering, Construction &amp; Other)</b>	<b>\$ 8,260,357</b>
<b>Total Land and Development Cost</b>	<b>\$ 12,570,376</b>
Interest and Tax Reserve	\$ 492,293
<b>Grand Total (Estimated)</b>	<b>\$ 13,062,669</b>

**EXHIBIT D**

**RESERVED**



## **EXHIBIT E**

### **LANDOWNER CONSENT**

#### **CONSENT AND AGREEMENT OF LANDOWNERS**

This Consent and Agreement of Landowner is issued by \_\_\_\_\_, an \_\_\_\_\_, as the landowner (the “Landowner”) who collectively hold record title to all property located within the [\_\_\_\_\_ Public Improvement District] (the “PID”) created by the City of \_\_\_\_\_ pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated \_\_\_\_\_, 202\_, including the Service and Assessment Plan and Assessment Rolls attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE]

Landowner hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of \_\_\_\_\_, 20\_\_.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

*[Execution page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
an \_\_\_\_\_

By:

By:

By: \_\_\_\_\_  
Name:  
Its

STATE OF TEXAS           §

§

COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as, \_\_\_\_\_ of CHTA Development, Inc. a Texas corporation on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

## **EXHIBIT F**

### **FORM OF PAYMENT CERTIFICATE**

PAYMENT CERTIFICATE NO. \_\_\_\_\_

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of \_\_\_\_\_ (the “Indenture”) relating to the “City of \_\_\_\_\_, Texas, Special Assessment Revenue Bonds, Series 20\_\_ (\_\_\_\_\_ Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the \_\_\_\_\_, LLC an Arizona limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

\_\_\_\_\_ the Public Improvement Account of the Project Fund

from \_\_\_\_\_, N.A., (the “Trustee”), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the \_\_\_\_\_ Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the \_\_\_\_\_ Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested are as follows:**

<b>Payee / Description of Public Improvement</b>	<b>Total Cost Public Improvement</b>	<b>Budgeted Cost of Public Improvement</b>	<b>Amount requested be paid from the Public Improvement Account</b>

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

**Payments requested hereunder shall be made as directed below:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_,  
LLC, an \_\_\_\_\_ limited liability company

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

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

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

## **APPROVAL OF REQUEST**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account
\$_____	\$_____

## **CITY OF TOMBALL, TEXAS**

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

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

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

Date: \_\_\_\_\_

## **EXHIBIT G**

### **FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for \_\_\_\_\_, LP, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from \_\_\_\_\_, (the “Trustee”) in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for costs incurred in the establishment, administration, and operation of the \_\_\_\_\_ Public Improvement District (the “District”), as follows:

<b>Closing Costs Description</b>	<b>Cost</b>	<b>PID Allocated Cost</b>
<b>TOTAL</b>		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.



**Payments requested hereunder shall be made as directed below:**

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_, LLC, an \_\_\_\_\_ limited liability company

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

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

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

Date: \_\_\_\_\_

**APPROVAL OF REQUEST**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account
\$_____	\$_____

**CITY OF TOMBALL, TEXAS**

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

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

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

Date: \_\_\_\_\_

## **EXHIBIT H**

### **HOME BUYER DISCLOSURE PROGRAM**

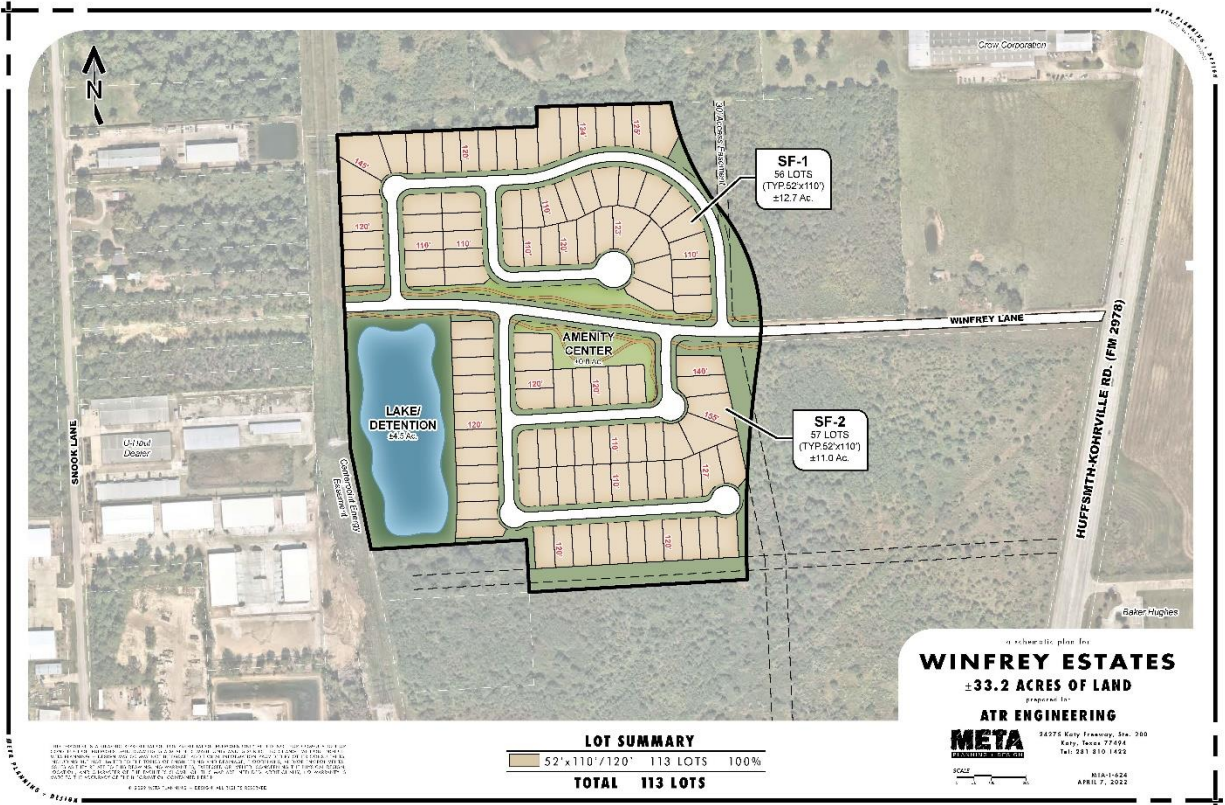
The Developer of \_\_\_\_\_ Public Improvement district (the “PID”) shall record notice of the PID in the appropriate land records for the Property. The Developer shall require in its contracts with builders within the PID that the builders provide notice to prospective homebuyers in accordance with the following minimum requirements:

2. Attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
6. If the homebuilders estimate monthly ownership costs, they must include special assessments in estimated property taxes.
7. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows

**EXHIBIT I**  
**PLANNED DEVELOPMENT ORDINANCE**

# EXHIBIT J

## CONCEPT PLAN



## **EXHIBIT K**

### **AMENITIES**

- A 2700 square foot amenity center/clubhouse
- Pool with restrooms
- Pickle ball court
- Bocci ball court



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 4/18/2022

#### Topic:

Approve Resolution Number 2022-10, a Resolution of the City Council of the City of Tomball, Texas authorizing and creating the Winfrey Estates Public Improvement District in the City of Tomball, Harris County, Texas, in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters, and Providing an Effective Date.

#### Background:

CHTA Development, Inc. is pursuing to develop a 34.4945 acre residential development west of the intersection of Winfrey Lane and FM 2978. As part of the development, CHTA Development, Inc. desires to establish a Public Improvement District.

Resolution Number 2022-04 was authorized on January 3, 2022 calling for the pPublic hHearing which was held on February 7, 2022 to consider the advisability of the proposed Public Improvement District. Staff worked with the developer and Bond Counsel to create the Development Agreement outlining the specifications and requirements of the development.

Resolution Number 2022-10 authorizes and creates Public Improvement District Number Twelve – Winfrey Estates with respect to the development of the property specified in the Development Agreement.

**Origination:** Community Development Department

#### Recommendation:

Staff recommends adopting Resolution Number 2022-10, authorizing and creating Winfrey Estates Public Improvement District Number Twelve.

**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



**RESOLUTION NO. 2022-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS, AUTHORIZING AND CREATING THE  
WINFREY ESTATE PUBLIC IMPROVEMENT DISTRICT IN THE  
CITY OF TOMBALL, HARRIS COUNTY, TEXAS, IN  
ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL  
GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS,  
AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

**WHEREAS**, the City received a petition from the owner of approximately 34.4945 acres within the corporate limits of the City (the "*Petitioner*"), submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID to be known as the Winfrey Estates Public Improvement District (the "*District*") within the corporate limits of the City, such District to include the property described in Exhibit "A" (the "*Property*"), attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

**WHEREAS**, the City and the Developer desire to enter into a development agreement (the "Development Agreement" that sets forth the agreement between the parties with respect to development of the Property, the Public Improvements and the levy of assessments in the PID;

**WHEREAS**, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on January 12, 2022; and

**WHEREAS**, on January 5, 2022, notice to the owners of property within the proposed District

was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on February 7, 2022; and

**WHEREAS**, on February 7, 2022 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District; **NOW, THEREFORE**

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and any evidence and testimony presented at the public hearing on February 7, 2022, hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$8,500,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.
- (d) *Boundaries of the District.* 34.495 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located 0.2 miles from the future intersection of Winfrey Lane (unimproved) and FM 2978, and is APPROXIMATELY 3,275 FEET North of FM 2920, APPROXIMATELY 3,375 FEET South of E. Huffsmith Rd, APPROXIMATELY 845 FEET East of Snook Lane and APPROXIMATELY 1,100 FEET West of FM 2978 (Huffsmith Kohrville Rd.). A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above. The boundaries of the District are set forth in Exhibits “A” and “B” attached hereto.
- (e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.
- (g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Winfrey Estates Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City in which the District is to be located.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect in accordance with the Act.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of APRIL 2022.

\_\_\_\_\_  
Gretchen Fagan  
Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer  
City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 18, 2022

**Topic:**

Approve Resolution Number 2022-16, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Raburn Reserve Public Improvement District – Improvement Area #2.

**Background:**

Resolution Number 2022-16, approves and authorized the Reimbursement Agreement for Raburn Reserve Section Two. This Reimbursement Agreement authorizes the City of Tomball to reimburse the Developer (HT Raburn Reserve Development, L.P.) for the PID eligible authorized improvements in Raburn Reserve Improvement Area #2, with a not to exceed amount of \$6,100,000.00, plus accrued interest, to be paid from assessments levied against properties in Raburn Reserve PID Improvement Area #2, and pursuant to the adopted Service and Assessment Plan (SAP).

**Origination:** Community Development Department

**Recommendation:**

Staff recommends approving Resolution Number 2022-16 and authorizing execution of the Reimbursement Agreement for Raburn Reserve Improvement Area #2.

**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

**RESOLUTION NO. 2022-16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS APPROVING A REIMBURSEMENT  
AGREEMENT RELATING TO THE RABURN RESERVE PUBLIC  
IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2.**

\* \* \* \* \*

**WHEREAS**, on November 4, 2019 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 105 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, on December 7, 2019 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 107.4288 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the District Property is being developed in accordance with that certain “Raburn Reserve Development Agreement,” executed by and between the Developer, and the City effective December 7, 2019, as amended by that certain “First Amendment to Raburn Reserve Development Agreement,” executed by and between HT Raburn Reserve Development L.P. a Texas limited partnership, (the “Developer”) and the City effective June 15, 2020 (together, the “Development Agreement”); and

**WHEREAS**, the District Property is being developed in improvement areas (each an “Improvement Area”), and special assessments for each Improvement Area have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such Improvement Area; and

**WHEREAS**, the Developer is constructing certain public improvements in Improvement Area #2 (the “Improvement Area #2 Improvements”) to serve Improvement Area #2 of the District Property, as to be described and depicted in the Service and Assessment Plan (the”SAP”); and

**WHEREAS**, the City shall levy assessments against District Property in Improvement Area #2 (the Improvement Area #2 Assessments) for the financing of the Improvement Area #2 Assessments; and

**WHEREAS**, the City and the Developer desire to memorialize the reimbursement due to the Developer for the costs of the Improvement Area #2 Improvements pursuant to the SAP; and

**WHEREAS**, the City and the Developer wish to enter into a reimbursement agreement for Improvement Area #2 (the “Reimbursement Agreement”) to evidence the City’s intention to reimburse the Developer for all or a portion of the costs of the Authorized Improvements from Assessments levied on assessable property within Improvement Area #2 of the District; **NOW, THEREFORE**

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

SECTION 1: The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Reimbursement Agreement or in the Service and Assessment Plan.

SECTION 2: The City Council hereby approves the Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

SECTION 3: This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_ day of APRIL 2022.

\_\_\_\_\_  
Gretchen Fagan  
Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer  
City Secretary

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #2 REIMBURSEMENT AGREEMENT**

This Raburn Reserve Public Improvement District Improvement Area #2 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and HT Raburn Reserve Development L.P. a Texas limited partnership, (the “Developer”) (referred to as a “Party” and collectively as the “Parties”) to be effective as of April 18 , 2022 (the “Effective Date”).

**RECITALS**

**WHEREAS**, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Raburn Reserve Public Improvement District Service and Assessment Plan*, to be approved by the City at the time of the City’s levy of assessments, as the same may be amended, supplemented, and updated from time to time (the “SAP”); and

**WHEREAS**, on November 4, 2019 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 105 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, on December 7, 2019 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 107.4288 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the District Property is being developed in accordance with that certain “Raburn Reserve Development Agreement,” executed by and between the Developer, and the City effective December 7, 2019, as amended by that certain “First Amendment to Raburn Reserve Development Agreement,” executed by and between the Developer and the City effective June 15, 2020 (together, the “Development Agreement”); and

**WHEREAS**, the District Property is being developed in improvement areas (each an “Improvement Area”), and special assessments for each Improvement Area have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such Improvement Area; and

**WHEREAS**, the Developer is constructing certain public improvements in Improvement Area #2 (the “Improvement Area #2 Improvements”) to serve Improvement Area #2 of the District Property, as to be described and depicted in the SAP; and



**WHEREAS**, the City shall levy assessments against District Property in Improvement Area #2 (the Improvement Area #2 Assessments) for the financing of the Improvement Area #2 Assessments; and

**WHEREAS**, the City and the Developer desire to memorialize the reimbursement due to the Developer for the costs of the Improvement Area #2 Improvements pursuant to the SAP; and

**WHEREAS**, all revenue received and collected by the City from the collection of the Improvement Area #2 Assessments and the annual installments of the Improvement Area #2 consisting of principal and interest pursuant to this Agreement and the SAP (the "Improvement Area #2 Assessment Revenue") shall be deposited first for the payment of debt service on any bonds issued by the City for the financing of the Improvement Area #2 Improvements and second, into an assessment fund and accounts therein for Improvement Area #2, that is segregated from all other funds of the City (the "Improvement Area #2 Reimbursement Fund"); and

**WHEREAS**, the Improvement Area #2 Assessment Revenue deposited into the Improvement Area #2 Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Improvement Area #2 Improvements advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

**WHEREAS**, the obligations of the City to use the Improvement Area #2 Assessments hereunder is authorized by the PID Act; and

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City will levy the Improvement Area #2 Assessments to finance the cost of the Improvement Area #2 Improvements and to reimburse the Developer for the costs of such Improvement Area #2 Improvements incurred by Developer prior to the levy and/or to pay directly the costs of the Improvement Area #2 Improvements.
3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with Development Agreement and the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Improvement Area #2 Improvements paid by the Developer as to be set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed \$6,100,00 as to be set forth in the SAP (the "Reimbursement Obligation"), plus interest accrued, as provided in

Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Improvement Area #2 Reimbursement Fund”. The Reimbursement Obligation is payable from Improvement Area #2 Assessment Revenue to be deposited in the Improvement Area #2 Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:

- a. The Reimbursement Obligation is payable solely from: (i) Improvement Area #2 Assessment Revenue received and collected by the City from Improvement Area #2 Assessments deposited to the Improvement Area #2 Reimbursement Fund after the payment of debt service on any outstanding bonds issued with a pledge of the Improvement Area #2 Assessment Revenue (the “Improvement Area #2 Bonds”) (ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City administrative expenses) of one or more series of Improvement Area #2 Bonds issued by the City to fund all or a portion of the Reimbursement Amount in accordance with the terms of the Development Agreement and the SAP and secured by the Improvement Area #2 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #2 Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:
  - i. Calculation of the Improvement Area #2 Assessments and the first annual installment for a Lot or Parcel in Improvement Area #2 of the District shall begin as shall be provided in the SAP.
  - ii. Improvement Area #2 Assessments collected for the Reimbursement Obligation shall accrue simple interest annually at the rate to be set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Improvement Area #2 Assessments only for the portion of the Improvement Area #2 Assessment that is not allocated to outstanding Improvement Area #2 Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Improvement Area #2 Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Improvement Area #2 Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.
  - iii. Improvement Area #2 Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be

deposited into the Improvement Area #2 Reimbursement Fund after the payment of debt service on outstanding Improvement Area #2 Bonds.

- iv. The Developer shall receive the Unpaid Balance in annual installments as to be set forth in the SAP and in Section 3 below from the Improvement Area #2 Reimbursement Fund, for the time period to be set forth in the SAP or until Improvement Area #2 Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above.
4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from Improvement Area #2 Assessment Revenue received and collected for such purpose and deposited into Improvement Area #2 Reimbursement Fund subject to Section 3(a)(iii), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Improvement Area #2 Assessment Revenue from the Improvement Area #2 Reimbursement Fund after the payment of debt service on outstanding Improvement Area #2 Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement and the SAP as set forth in Section 21. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each annual payment to the Developer from the Improvement Area #2 Reimbursement Fund.
5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area #2 Assessment Revenue received, collected and deposited into the Improvement Area #2 Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #2 Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding Improvement Area #2 Bonds, and, as a result, is unable to make transfers from the Improvement Area #2 Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
6. Improvement Area #2 Bonds may be issued to fund the cost of Improvement Area #2 Improvements as set forth in the SAP. If Improvement Area #2 Assessments are levied concurrently with the issuance of Improvement Area #2 Bonds, such Improvement Area #2 Bond proceeds shall reimburse or pay directly the costs of the Improvement Area #2

Improvements, as set forth in an indenture. If Improvement Area #2 Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Improvement Area #2 Assessments, the net proceeds of such Improvement Area #2 Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Improvement Area #2 Improvements as set forth in the SAP. However, no Improvement Area #2 Bonds shall be issued unless the funds necessary to complete the Improvement Area #2 Improvements are deposited with the net proceeds of the applicable series of Improvement Area #2 Bonds on the closing date of such Improvement Area #2 Bonds, or alternately, (i) the Developer has expended funds (verified by the City) for construction of the Improvement Area #2 Improvements to be financed with the Improvement Area #2 Bonds in an amount that is greater than the deposit that would have otherwise been required at the time such Improvement Area #2 Bonds are issued, or (ii) Developer and the City have made other arrangements acceptable to the City in its sole discretion. The Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Improvement Area #2 Bonds to fund the Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the expiration of the Improvement Area #2 Assessments as set forth in the SAP, or (iii) termination of this Agreement pursuant to an Event of Default or termination event herein or under the Development Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Improvement Area #2 Improvements in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any Improvement Area #2 Improvement that is not part of the Improvement Area #2 Improvement identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Improvement Area #2 Reimbursement Fund.

7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives

all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.

8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #2 Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Improvement Area #2 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
11. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

City Manager  
401 Market Street  
Tomball, TX 77375

With a copy to: Attn: City Attorney  
Olson & Olson, LLP  
2727 Allen Parkway, Suite 600  
Houston, TX 77019

To the Developer: Attn: Carson Nunnley  
Hines Acquisitions LLC  
609 Main Street, Suite 2400  
Houston, Texas 77002

With a copy to: c/o HT Raburn Reserve Development L.P.  
Attn: Corporate Counsel  
609 Main Street, Suite 2400  
Houston, Texas 77002

12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.
13. Remedies:
  - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an "Event of Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer.

- b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
- i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
  - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;
  - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
  - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
  - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days; OR
  - vi. The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within thirty (30) days.
  - vii. A Developer event of default under the Development Agreement.
  - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and

consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
  - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
14. The Developer shall assume the defense of, and indemnify and hold harmless the City's inspector, the City employees, officials, officers, representative and agents of the City and each of them (each an "Indemnified Party") from and against, all actions, damages, claims, losses or expense of every type and description to which they may be subject or put, by reason of, or resulting from the breach of any provisions of this Reimbursement Agreement by the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Improvement Area #2 Improvements constructed by Developer, or any claims by persons employed by the Developer relating to the construction of such projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official or otherwise and nothing in this Reimbursement Agreement is intended to or shall confer any right or interest in any person not a party hereto.
15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Improvement Area #2 Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Improvement Area #2 Bonds or the SAP shall control as the provisions relate to the Improvement Area #2 Assessments.
16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist



and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
19. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
20. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of Improvement Area #2 Bonds to fund the

Reimbursement Amount, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If the Developer defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements benefitting Improvement Area #2 that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of default.

23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For purposes of this Reimbursement Agreement, "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.

24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
25. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
26. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
27. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to

penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

28. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Indenture against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section

250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

29. The Developer agrees to either (i) file a Texas Ethics Commission Disclosure of Interested Parties form to the City or (ii) represent in writing that it is exempt from filing of such form, no later than the date upon which the City Council approves this Reimbursement Agreement

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

**CITY OF TOMBALL**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

*Signature page to Raburn Reserve Reimbursement Agreement*

HT RABURN RESERVE DEVELOPMENT LP

By: HT Raburn Reserve Development LLC, its general partner

By: HT Raburn Reserve LP, its sole member

By: Hines Raburn Reserve LLC, its general partner

By: Hines Raburn Reserve Associates LP, its sole member

By: Hines Investment Management Holdings Limited  
Partnership, its general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited  
Partnership, its sole member

By: JCH Investments, Inc.,  
its general partner

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

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

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

*Signature page to Raburn Reserve Reimbursement Agreement*

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 18, 2022

#### Topic:

Consideration to Approve **Zoning Case P22-048**: Request by Glenn R. Stumpner to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.77 acres of land out of Tract 53 from Abstract 34 J House, from Multi-Family Residential (MF) District to a Commercial (C) District. Being generally located within the 300-400 blocks of W Hufsmith Rd (south side), between Baker Drive and Ulrich Road, at 457 Hufsmith Road, within the City of Tomball, Harris County, Texas.

#### Conduct Public Hearing on **Zoning Case P22-048**

Adopt, on First Reading, Ordinance No. 2022-09, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 1.77 acres out of Tract 53 from Abstract 34 J House Survey (described in "Exhibit A"), from Multi-Family Residential to the Commercial District, said property being located within the 300-400 Blocks of W. Hufsmith Road (South Side), at 457 West Hufsmith Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

#### Background:

City Staff recommends denial. Planning & Zoning Commission recommends DENIAL (1 Vote Aye, 4 Votes Nay)

**Origination:** Glenn R. Stumpner

#### Recommendation:

Denial

**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	<u>Kim Chandler</u>	<u>4/13/2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date



ORDINANCE NO. 2022-09

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.77 ACRES OUT OF TRACT 53 FROM ABSTRACT 34 J HOUSE SURVEY (DESCRIBED IN “EXHIBIT A”), FROM MULTI-FAMILY RESIDENTIAL TO THE COMMERCIAL DISTRICT, SAID PROPERTY BEING LOCATED WITHIN THE 300-400 BLOCKS OF W. HUFSMITH ROAD (SOUTH SIDE), AT 457 WEST HUFSMITH ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

\* \* \* \* \*

**Whereas**, Glenn R. Stumpner has requested that approximately 1.77 acres of land legally described as being a portion of Tract 53 from Abstract 34 of the J House Survey, generally located within the 300-400 blocks of W. Hufsmith Road (south side), between Baker Drive and N. 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 deny the requested rezoning of the Commercial District; and

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

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

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

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

**Section 2.** The zoning classification of the Property is hereby changed from the Multi-Family Residential District to the Commercial District subject to the regulations, restrictions, and conditions hereafter set forth.

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

change.

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18<sup>th</sup> DAY OF APRIL 2022.

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 2<sup>ND</sup> DAY OF MAY 2022.

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

\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

**Exhibit "A"**  
**Metes & Bounds Description**

**BEING** 2.00 acres of land out of Joseph House Survey, Abstract 34, Harris County, Texas; said 2.00 acres of land being the same property described in Deed from Harold J. Black to Maybelle Black and recorded under County Clerk's File No. D482038 of the Official Public Records of Real Property of Harris County, Texas; said 2.00 acres being more particularly described as follows:

**BEGINNING** at an iron rod marking the Northwest corner of said 2.00-acre tract and in the South line of Hufsmith Road;

**THENCE** S. 00 Degrees, 40 Minutes East, 308 feet to an iron rod marking the Southwest corner of said 2.00-acre tract and in the North line of the Tomball Terrace Subdivision;

**THENCE** N. 89 Degrees, 22 Minutes East, 282.86 feet along said North line to iron rod marking the Southeast corner of said 2.00-acre tract;

**THENCE** N. 00 Degrees, 40 Minutes West, 308 feet to iron rod marking the Northeast corner of said 2.00-acre tract in the South line of said Hufsmith Road;

**THENCE** S. 89 Degrees, 20 Minutes West, 282.86 feet to **PLACE OF BEGINNING** and containing 2.00 acres of land;

**SAVE AND EXCEPT**, HOWEVER, the following:

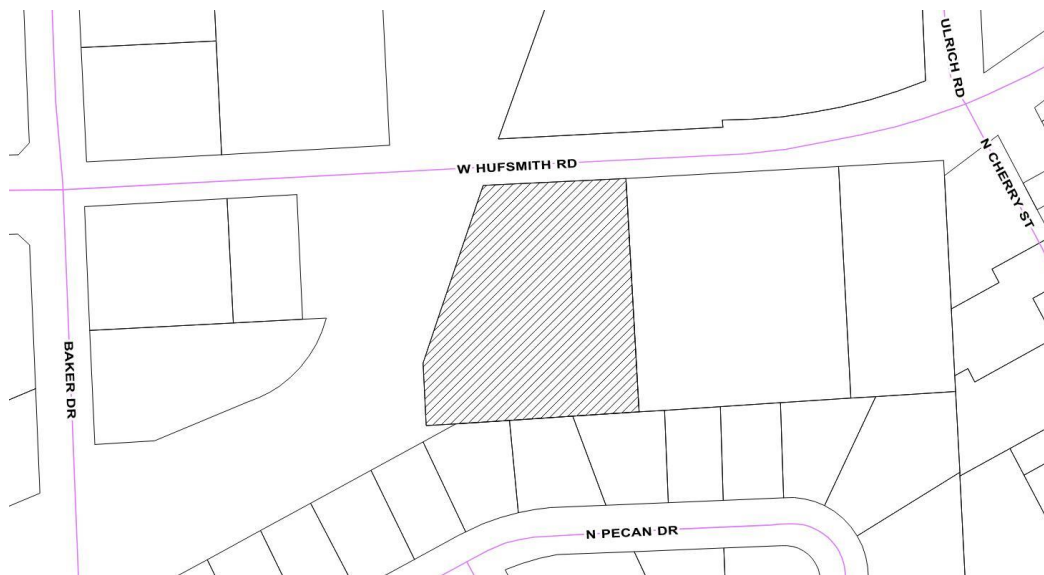
A tract of land situated in the County of Harris, State of Texas, being part of the Joseph House Survey, Abstract No. 34, also being part of that tract of land conveyed in File Number Sequence K011890, Film Code No. 014-67-0228, of the Official Public Records of Real Property of Harris County, Texas; said tract being more particularly described as follows:

**BEGINNING** at the northwesterly corner of the aforesaid tract of land, also being on the southerly line of that right-of-way for West Hufsmith Road (50 feet wide);

**THENCE** along said southerly line South 88 Degrees, 1 Minute 37 Seconds East, 91.54 feet to a point;

**THENCE** S. 25 Degrees, 06 Minutes 53 seconds West, 232.92 feet to a point in the North line of the aforesaid tract;

**THENCE** along said easterly line North 01 Degree 58 Minutes 23 Seconds East, 214.18 feet to the **POINT OF BEGINNING** containing 9,803 square feet (0.2225 acre), more less.



Location: 300-400 Block of W Hufsmith Rd. (South Side) at 457 W. Hufsmith Rd.

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



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

**Zoning Case P22-048:** Request by Glenn R. Stumpner to amend the official zoning map for the City of Tomball by rezoning approximately 1.77 acres of land out of Tract 53 from Abstract 34 J House, from Multi-Family Residential (MF) District to a Commercial (C) District. Being generally located within the 300-400 blocks of W. Hufsmith Rd (south side), between Baker Drive and N. Cherry Street, at 457 Hufsmith Road, within the City of Tomball, Harris County, Texas.

**Zoning Case P22-069:** Request by Baker Hughes Oilfield Operation LLC, represented by META Planning + Design to amend the official zoning map for the City of Tomball by rezoning approximately 70.4 acres of land legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center, from Light Industrial (LI) district to a Planned Development (PD) district to promote a mixture of commercial and single-family residential development. The property is generally located near the northeast corner of the intersection of FM 2920 Road and Huffsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

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

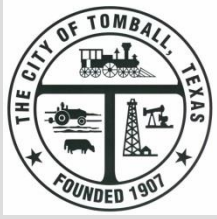
## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7<sup>th</sup> day of April 2022 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith

Jared Smith  
City Planner

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



## Rezoning Staff Report

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

**Rezoning Case:** P22-048

**Property Owner(s):** Glenn R. Stumpner

**Applicant(s):** Glenn R. Stumpner

**Legal Description:** Being a portion of Tract 53 from Abstract 34 of the J House Survey

**Location:** 300-400 blocks of W. Hufsmith Rd (south side), between Baker Drive and N. Cherry Street, at 457 Hufsmith Road, City of Tomball, Harris County, Texas

**Area:** 1.77 acres

**Comp Plan Designation:** Transitional Residential (Exhibit “B”)

**Present Zoning and Use:** Multi-Family Residential (MF) (Exhibit “C”)  
Automotive Repair/Paint Shop (Exhibit “D”)

**Request:** Rezone from Multi-Family Residential (MF) the Commercial (C) District

**Adjacent Zoning & Land Uses:**

- North:** Single Family – 20 (SF-20)/ Undeveloped
- South:** Single-Family – 6 (SF-6)/ Single Family Residential Neighborhood
- West:** Single Family – 6 (SF-6) / Drainage Channel
- East:** Multi-Family Residential (MF) / Apartment Complex

### **BACKGROUND**

The subject property has been embraced within the City of Tomball since 1907. The applicant has owned the subject property since 1995. A building permit was issued to construct a paint booth on the subject property in 1995. Since this time the existing building(s) at the location have been occupied as an automotive repair and paint shop. In 2008, when the City of Tomball adopted zoning the subject property was embraced within a Multi-Family Residential (MF) district.

## **ANALYSIS**

**Description:** The subject property is approximately 1.77 acres located on the south side of West Hufsmith Road. Immediately south of the subject property are single-family residences within Single Family Residential (SF-6) zoning, west of the subject property is an existing multi-family apartment complex within Multi-Family Residential (MF) zoning. The properties on the north side of West Hufsmith Road are currently undeveloped and zoned for Single-Family Estate Residential (SF-20) which requires large acreage residential lots that are approximately ½ acre in size. The property to the west of the subject property is within Single Family Residential (SF-6) zoning and is comprised of a drainage channel measuring approximately 130-linear feet in width. These surrounding zoning districts have been in effect since the City of Tomball adopted zoning in 2008. As previously stated, building permits were issued to construct the buildings which presently occupy the subject property in 1995. At this time the property was occupied as an automotive repair/paint shop. This use became legally nonconforming when Tomball adopted zoning and the property was embraced within its current Multi-Family (MF) zoning classification. The rezoning of this property to Commercial (C) would remedy the property owners' legally nonconforming status and transition to a legally conforming use.

According to Section 50-77 in the City of Tomball Code of Ordinance; Commercial (C) districts are “generally not compatible with residential uses and even some nonresidential uses. Commercial districts allow uses that may often be considered inappropriate when in close proximity to residential land uses. Taking this into consideration the rezoning of the subject property to a Commercial district may be contrary to the public interest in the immediate area of concern. Furthermore, rezoning the subject property to Commercial would effectively create a “spot” zoning situation in which the subject property would be the only commercial property wedged mid-block within an otherwise residential area. It is worth noting that the subject property is 1.77 acres in size, Section (50-73) of the Code of Ordinance specifies that a minimum of 50% of this property must be dedicated as “Green Space”, taking this into consideration, paired with the minimum parking requirement of 2 units/dwelling; approximately 10 dwelling units could be provided on this site if it were to be developed with multi-family residential apartments. Given the restrictive size of this subject property it may be best suited for duplex, townhome, or single-family detached developments.

**Comprehensive Plan Recommendations:** The property is designated as “Transitional Residential” by the Comprehensive Plans Future Land Use Map. This Transitional Residential category “is intended to provide more housing choices for the full lifecycle of Tomball residents. This district is intended to be equally designed for the pedestrian and the automobile, and to allow for an appropriate transition between areas of lower (e.g., neighborhood residential) and higher (e.g., commercial or industrial) intensity.”

According to the Comprehensive Plan, “land uses should encourage a variety of housing types, including single-family detached, single-family attached, duplex, and apartments. Secondary uses include accessory dwelling units, parks, schools, and other public facilities.”

The Comprehensive Plan recommends that zoning districts of – PD (Planned Developments), SF-6 (Single-Family Residential – 6), D (Duplex Residential), MF (Multi-family Residential) for the transitional residential land use designation.

Additionally, the Comprehensive Plan states – “The following considerations should be used as guidance for regulatory modifications or as part of decision making: New transitional residential development should be integrated into or complimented by the surrounding development.

Nonresidential mixed uses should be allowed provided it is part of a planned unit development and does not constitute more than 25 percent of the development. Transitional residential should be used as a buffer between single-family development and more intense uses.

### **Staff Review Comments:**

Conformance to the Comprehensive Plan: The existing zoning of Multi-Family (MF) encourages the development of apartments, duplexes, and townhomes at this location; such uses would achieve the goal of creating a mixture of housing opportunities while providing an adequate transitional land use buffer between West Hufsmith Road (a major arterial street) and the existing single-family residences immediately south of the subject property. The request to rezone to a Commercial district is contrary to the intent of the Future Land Use Map and the principles outlined in the Comprehensive Plan as it encourages land uses that may not provide the desired land use transitional buffer. Furthermore, rezoning to a Commercial (C) district may promote uses that could be considered incompatible with nearby single-family residences.

### **PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on March 30, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

### **RECOMMENDATION**

Based on the findings outlined in the analysis section of this staff report, City staff recommends denial of Zoning Case P22-048.

### **EXHIBITS**

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



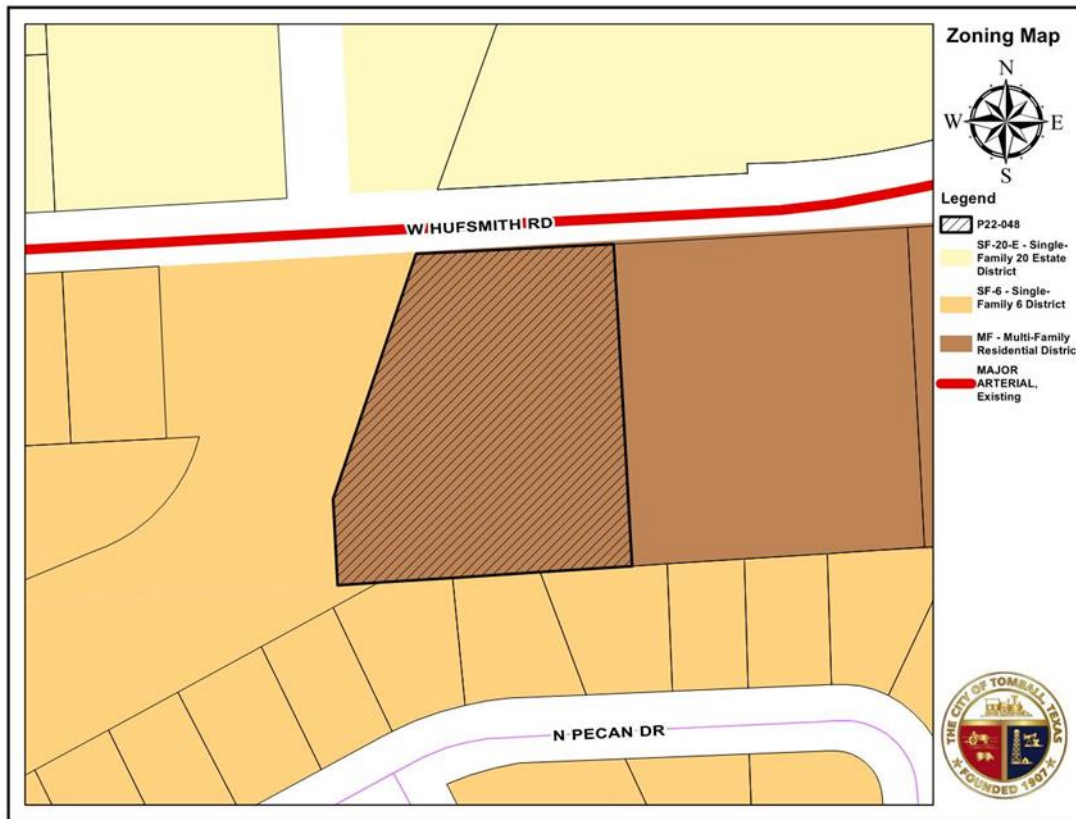
**Exhibit “A”  
Aerial Photo**



**Exhibit “B”  
Comprehensive Plan**



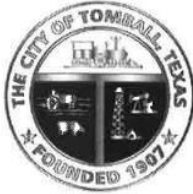
# Exhibit "C" Zoning Map



**Exhibit “D”  
Site Photo**



**Exhibit "E"**  
**Rezoning Application**



Revised: 4/13/2020

**APPLICATION FOR RE-ZONING**

Community Development Department  
Planning Division

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

**Applicant**

Name: Glenn R. Stumpner Title: \_\_\_\_\_  
Mailing Address: 457 W. Hutsmith City: Tomball State: TX  
Zip: 77375 Contact: \_\_\_\_\_  
Phone: (281) 782-1753 Email: gstumpner@gmail.com

**Owner**

Name: Glenn R. Stumpner Title: \_\_\_\_\_  
Mailing Address: 14258 Carneswood City: Tomball State: TX  
Zip: 77375 Contact: \_\_\_\_\_  
Phone: (281) 782-1753 Email: gstumpner@gmail.com

**Engineer/Surveyor (if applicable)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Description of Proposed Project:** No Project

**Physical Location of Property:** 2 blocks West of Baker Dr. : Hutsmith Rd  
[General Location - approximate distance to nearest existing street corner]

**Legal Description of Property:** Joseph House Survey Abstract No. 34  
[Survey/ Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

**Current Zoning District:** Multi Family residential

**Current Use of Property:** Commercial

**Proposed Zoning District:** Commercial

**Proposed Use of Property:** Commercial

**HCAD Identification Number:** 0402700010061 **Acreage:** 1.77

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

[www.tomballtx.gov](http://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

2/15/2022  
Date

X  
Signature of Owner

2/15/2022  
Date

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

DATE : 2/15/2022 1:57 PM  
OPER : TW  
TKBY : TW  
TERM : 5  
REC# : R01303678

130.0000 PLANNING AND ZONING 420.00  
457 W Hufsmith 420.00

508.0000 CREDIT CARD 12.60  
FEES-GENERAL FUND  
100-5561 12.60

Paid By: Miscellaneous Receipt  
4-CC 432.60 AUTH: 29202B REF: W MC

APPLIED 432.60  
TENDERED 432.60

CHANGE 0.00

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the user.

City of Tomball, Texas 501 J

[www.tomballtx.gov](http://www.tomballtx.gov)

**Jared Smith**

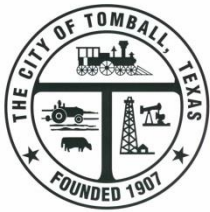
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**From:** Glenn Stumpner <gstumpner@gmail.com>  
**Sent:** Friday, April 1, 2022 10:19 AM  
**To:** Jared Smith  
**Subject:** 457 W. Hufsmith

To whom it may concern,

My name is Glenn R. Stumpner, and I am the owner of the property in question. I purchased this land in 1995 and built the first building on the West side of the property to move my business from Elm Street (a property I rented from the city for 10 years). I built the second building in 1997 to be used as a dance studio. The first property is now being used as a Body and Repair shop, and has always been automobile based since day one. The zoning change request is based on the need of smaller buildings to store not only the used sheet metal being removed from the damaged automobiles,( most insurance companies require us to hold on to these damage panels for inspection for up to 3 weeks after the repairs are complete), but also the new parts being delivered everyday. As it is now, these damaged panels are being stacked outside in huge piles, causing quite the eye sore. This industry has a delivery service known as OPS, which delivers overnight to repair shops, but they require a secured building that they will have access to daily. I certainly can not let them have a key to the main building for this purpose. This delivery system can cut as much as 2 days off of each repair, which we are held to strict completion dates from the insurance companies.(If we run late, we will be asked to pay the extra rental car days). It's very important to our business to do what we can to help streamline the repair process, and parts delivery is a huge part of this process. I don't have any plans to build any new large buildings, as I feel we have enough square footage with the existing structures on the property to allow us to continue to serve the people in our community, by moving the paint department over to the second building, but new parts stacked in every corner we can find takes up alot of that footage needed repair space. Thank you for your consideration on this matter, Glenn





## Notice of Public Hearing

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

**CASE NUMBER:** P22-048

**APPLICANT/OWNER:** Glenn R. Stumpner

**LOCATION:** Generally located within the 300-400 blocks of W. Hufsmith Rd (south side), between Baker Drive and N. Cherry Street, at 457 Hufsmith Road, within the City of Tomball, Harris County, Texas.

**PROPOSAL:** A Rezoning to amend the official zoning map for the City of Tomball by rezoning approximately 1.77 acres of land out of Tract 53 from Abstract 34 J House, from Multi-Family Residential (MF) District to a Commercial (C) District.

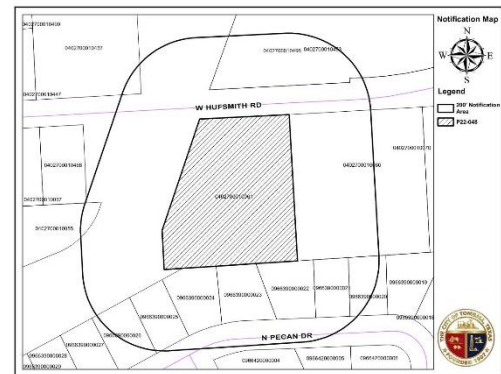
**CONTACT:** Jared Smith, City Planner

**PHONE:** (281) 290-1491

**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

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

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



**Planning & Zoning Commission  
Public Hearing:  
Monday, April 11, 2022 @ 6:00 PM**

**City Council Public Hearing:  
\*Monday, April 18, 2022 @ 6:00 PM**

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

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



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 18, 2022

#### Topic:

Consideration to Approve **Zoning Case P22-069**: Request by Baker Hughes Oilfield Operation LLC, represented by META Planning + Design to amend the official zoning map for the City of Tomball by rezoning approximately 70.4 acres of land legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center, from Light Industrial (LI) district to a Planned Development (PD) district to promote a mixture of commercial and single-family residential development. The property is generally located near the northeast corner of the intersection of FM 2920 Road and Huffsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

#### Conduct Public Hearing on **Zoning Case P22-069**

Adopt, on First Reading, Ordinance No. 2022-08, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 70.4 acres of land legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center (described in "Exhibit A"), within the City of Tomball, Harris County, Texas, from Light Industrial (LI) to the Planned Development (PD-18) District; said property being generally located near the Northeast Corner of the intersection of FM 2920 and Hufsmith Kohrville Road; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

#### Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (5-0)

**Origination:** Baker Hughes Oilfield Operation LLC, represented by META Planning + Design

#### Recommendation:

Approval

**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. 2022-08**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 70.4 ACRES OF LAND LEGALLY DESCRIBED AS BEING PART OF LOT 2, BLOCK 1 OF BAKER HUGHES EDUCATION CENTER (DESCRIBED IN EXHIBIT “A”), WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM LIGHT INDUSTRIAL (LI) TO THE PLANNED DEVELOPMENT (PD-18) DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF FM 2920 AND HUFSMITH KOHRVILLE ROAD; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

**Whereas**, Baker Hughes Oilfield Operation LLC, represented by META Planning + Design, has requested that approximately 70.4 acres of land, legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center, generally located near the northeast corner of the intersection of FM 2920 and Hufsmith Kohrville Road, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

**Whereas**, the applicant has presented an application to the City for a Planned Development District to allow for the construction of a mixture of a commercial and single-family residential development; and

**Whereas**, the Planned Development application consists of an application for Planned Development District (Exhibit “A”); Planned Development Regulations (Exhibit “B”); and concept plan (Exhibit “C”) attached to and made part of this ordinance; and

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

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

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

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

Commission; and

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

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

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

**Section 2.** The zoning classification of the Property is hereby changed from the Light Industrial (LI) to the Planned Development (PD-18) District, subject to the regulations, restrictions, and conditions hereafter set forth.

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

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

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18<sup>TH</sup> DAY OF APRIL 2022.

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 2<sup>ND</sup> DAY OF MAY 2022.

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

\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

**Exhibit "A"**  
**Metes & Bounds Description**

**BEING** a tract or parcel of land containing 70.4368 acres of land, out of the Jesse Pruitt Survey, Abstract 629, Harris County, Texas; said 70.4368 acres being out of Lot 2, Block 1 in the Final Plat of Baker Hughes Education Center, City of Tomball, Harris County, Texas; being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of both the herein described tract and aforesaid Lot 2, and being the southeast intersection of the east Right-of-Way (R.O.W) line of FM 2978 and the south R.O.W. line of Dement Lane;

**THENCE**, coincident the south R.O.W line of aforesaid Dement Lane and the north line of aforesaid Lot 2, N. 87° 01' 51" East, 724.07 feet to a 5/8 inch iron rod with "Gruller" cap set for the northeast corner of both the herein described tract and said Lot 2 and being the northwest corner of that certain tract of land of record in the name of Barbara Heiden Seber in H.C.C.F Number 20070065189;

**THENCE**, coincident the most westerly east line of aforesaid Lot 2 and the west line of aforesaid Seber Tract, S. 02° 12' 12" East, 834.59 feet to a 5/8 inch iron rod found for the southwest corner of called 1.681-acre tract of record in the name of Jim and Kelli Seber in H.C.C.F Number 20080008247

**THENCE** N. 87° 16' 29" East, 1,278.93 feet to a 5/8 inch iron rod with "Gruller" cap set for the most southerly northeast corner of both the herein described tract and aforesaid Lot 2 and being the common corner of that certain tract of land of record in the name of Charles and Kennie Kerr in H.C.C.F Number Y112197, a called 15.207-acre tract of record in the name of Charles and Barbara Seber in H.C.C.F Number M412244 and a called 10.70836-acre tract of record in the name of ABCO Land Corporation in H.C.C.F Number W000422;

**THENCE**, coincident the east line of aforesaid Lot 2 and the west line of aforesaid 10.70836-acre tract, S. 02° 36' 58" East, 1,11.53 feet to a 5/8 inch iron rod with "Gruller" cap set for the most northerly southeast corner of both the herein described tract and said Lot 2 and being the northeast corner of Restricted Reserve "A" in Fifield Addition in Film Code Number 691391, H.C.M.R.;

**THENCE**, coincident the north line of aforesaid Reserve "A", South 87° 23' 02" West, a distance of 324.85 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of said Reserve "A";

**THENCE**, coincident with west line of aforesaid Reserve "A", South 02° 36' 58" East, 494.19 feet to a 5/8 inch iron rod found for the southeast corner of both the herein described tract and aforesaid Lot 2, being the southwest corner of said Reserve "A" and being on the north ROW line of FM 2920;

**THENCE**, coincident the south line of aforesaid Lot 2 and the north ROW line of aforesaid FM 2920, S 87° 23' 41" West, 962.37 feet to a 5/8 inch iron rod found for the southwest corner of both the herein described tract and said Lot 2 and being the southeast corner of Lot 1 in aforesaid subdivision;

**THENCE**, coincident the east line of aforesaid Lot 1, N. 02° 31' 00" West, 972.76 feet to a 5/8 inch iron rod with "Gruller" cap set for the northeast corner of said Lot 1;

**THENCE**, coincident the north line of aforesaid Lot 1, S. 87° 22' 55" West, 180.22 feet to a 5/8 inch iron rod with "Gruller" cap set;

**THENCE**, through and across aforesaid Lot 2, the following three (3) courses:

1. N 30° 07' 47" West, 521.38 feet to 5/8 inch iron rod marked "Gruller" set for the beginning of a curve to the left;
2. Coincident aforesaid curve to the left, an arc length of 62.50 feet, having a radius of 25.00 feet, a central angle of 143° 13' 57" and a chord bearing of S 69° 14' 07" West, 47.45 feet to a 5/8 inch iron rod marked "Gruller";
3. S 02° 04' 25" East, 447.67 feet to a 5/8 inch iron rod marked "Gruller" set in the north line of aforesaid Lot 1;

**THENCE**, coincident the north line of aforesaid Lot 1, S 87° 22' 55" West, 531.45 feet to a 5/8 inch iron rod with "Gruller" cap set for the most northerly southwest corner of both the herein described tract and aforesaid Lot 2, being the northwest corner of said Lot 1 and being on the east ROW line of FM 2978;

**THENCE**, coincident the west line of aforesaid Lot 2 and the east ROW line of aforesaid FM 2978, the following two (2) courses:

1. N 09° 37' 30" East, 1,042.67 feet to a 5/8 inch iron rod marked "Gruller" set for the beginning of a curve to the left;
2. Coincident aforesaid curve to the left, an arc length of 446.19 feet, having a radius of 3,879.77 feet, a central angle of 06° 35' 21" and a chord bearing N 06° 19' 50" East, 445.95 feet to the **POINT OF BEGINNING** and containing 70.4368 acres of land.



Location: Near northeast corner of the intersection of FM 2920 and FM 2978

## Exhibit “B”

### Planned Development Regulations

#### Exhibit B

##### Planned Development

##### 70 Ac FM 2920

**A. Contents. This final development plan includes the following sections:**

1. General Provisions
2. Land Uses
3. Development Regulations for Single Family Lots
4. Development Regulations for Non-Residential Uses
5. Amenities and Landscape Regulations
6. Open Space and Trails
7. Building Regulations

**B. General Provisions**

1. The planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other ordinances of the City in effect at the effective date of this PD Ordinance. If any provisions or regulations of any City ordinance applicable in a SF-6 (Standard Single Family Residential) or GR (General Retail) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the above stated districts in effect on the effective date of this ordinance apply to this PD as written herein, except to the extent the City regulation or provision conflicts with a provision in this ordinance.
2. Except as otherwise provided herein, the words used in this Planned Development have the meaning established by the Development Code.
3. The PD shall be developed in accordance with the following exhibits that are attached to and made a part of this Final Development Plan:

Exhibit C – Concept Plan

Exhibit C1 – Landscape and Open Space Plan

Exhibit C2 – Fencing Plan

4. As shown on Exhibit C, the PD encompasses +/- 70 acres, located East of Huffsmith-Kohrville Dr and north of FM 2920.

**C. Land Uses.**

1. Single Family Residential: Permitted land uses are listed below.

Use	SIC Code
Private Household Services	8811
Dwellings – Single Family	99 (Non-Classifiable)
Parks and Recreational Facilities, Public or Private	99 (Non-Classifiable)
Accessory Building/Structure	
Home Occupation	
Residential Sales Office (Temporary)	
Wetlands	

2. Commercial: Permitted uses of the Commercial tracts on Exhibit C shall be those uses permitted within GR – General Retail of the Zoning Ordinance with the following exceptions.
  - a. Prohibited Uses:
    - i. Painting and Refinishing Shop
    - ii. Auto Body Repair/Painting
    - iii. Auto Paint Shop
    - iv. Auto Repair (major)
    - v. Propane Sales Filing (Retail)
    - vi. Any Manufacture or Industrial Process Not listed and Not prohibited by Law
    - vii. Concrete or Asphalt Mixing/Batching Plant (Temporary)
    - viii. Outdoor storage
  
- D. **Development Regulations for Single Family Lots** – Maximum 200 lots permitted. The total lot count may vary from that shown in Exhibit C so long as it is generally in a configuration with what is shown on Exhibit C. See H. Minor Modifications for permitted variations to the land plan.
 

Single-family home sites within the PD shall be developed in accordance with the following regulations:

  1. The minimum lot width shall be 45 feet wide.
  2. Lots shown on Exhibit C
    - a. Minimum lots area:
      - i. 45' wide lots shall have a minimum area of 4,950 square feet.
      - ii. Lot width shall be measured at the building line.
    - b. Minimum lot width: 45 feet. Lot width shall be measured at the building line.
    - c. Minimum lot depth: 100 feet
    - d. Maximum lot coverage: 60% (lot coverage shall include building footprint only)
  3. Minimum building setbacks:
    - a. Front yard: 20 feet; (measured from front building line)
    - b. Rear yard: 10 feet;
    - c. Side yard: 5 feet, 10 feet on street side of a corner lot.
  
- E. **Development Regulations for non-residential uses**- All non residential development must adhere to standards ordinarily applicable within General Retail (GR) zoning, except as modified within this ordinance.
  1. Outdoor storage/sales:
    - a. Outdoor storage/sales shall be prohibited
  2. Parking lot screening:
    - a. All vehicle parking/maneuvering areas shall be screened from public rights-of-ways and residentially zoned properties by means of evergreen hedges, berms, or masonry walls that are consistent with the overall architectural design of the Planned Development. Said screening must be a minimum height of 36 inches.
  
- F. **Amenities and Landscape Regulations** – As shown on Exhibit C1, the PD shall be developed in accordance with the following landscape regulations:



1. Landscaping plans submitted for review must adhere to all landscaping standards outlined in this planned development. All landscape materials utilized within this planned development must be visually consistent in design and theme.
2. All landscaping standards ordinarily applicable within General Retail (GR) zoning shall apply to commercial developments, except as modified within this ordinance.
3. Recreation site and amenities:
  - a. A minimum one and one half (1.5) acres of recreational reserve shall be provided, within the development. This may be provided over no more than two (2) separate locations.
  - b. A minimum of 6, off-street parking spaces shall be provided. The off-street parking may be provided thru dedicated parking lot, parallel parking and/or a combination of both.
  - c. Amenities must include (but are not limited to) a total of three of the following items throughout the development:
    - Playground
    - Picnic Facilities
    - Walking, Biking, Hiking Trails (Pervious or impervious materials)
    - Pavilions
    - Recreation Centers
    - Swimming Pool(s)/Splash Pad(s)
    - Dog park
    - Active Recreation Facilities (basketball, tennis, soccer, baseball, etc.)
4. Landscape buffers:
  - a. 15' foot minimum buffer shall be provided along all arterials and within commercial areas contiguous to residential lot lines. As shown on Exhibit C1
  - b. 10-foot minimum buffer, contiguous to residential lot lines, shall be provided along entry street(s) and collector streets. As shown on Exhibit C1. All Required buffers along arterials, collectors, and entry streets shall include one (1) large tree per 40 linear feet (or portion thereof) of street frontage. Trees should be grouped or clustered to facilitate site design and to provide an aesthetically pleasing natural-looking planting arrangement.
  - c. Required buffers along arterials, collectors, and entry streets shall include one (1) large tree per 40 linear feet (or portion thereof) of street frontage. Trees should be grouped or clustered to facilitate site design and to provide an aesthetically pleasing natural-looking planting arrangement.
  - d. Required buffers may include trails.
5. Open Space:
  - a. Minimum 20% space required throughout the entire development, to be distributed as shown on Exhibit C1
  - b. Open space shall include all landscape buffers, landscape reserves, open space reserves, parks, detention, lakes, and wetlands.
  - c. At a minimum one and one half (1.5) acres shall be provided as parks (over a maximum of two sites).

- d. All required open spaces (including detention sites) shall be fully landscaped with trees and shrubs. Said landscaping shall be grouped or clustered to facilitate site design and provide an aesthetically pleasing natural-looking planting arrangement.
    - For every 20,000 square feet of designated recreation reserves/park space, four (4) trees must be planted.
    - For all detention areas that count toward the required open space, there must be a minimum of two (2) trees for every 20,000 square feet.
    - Said trees must be a minimum of two-inches in caliper, measured six inches above the ground, and shall be a minimum of five feet in height at the time of planting.
  - e. Where possible, preservation of mature trees shall be promoted. Tree preservation credits shall be granted in accordance with standards outlined in the City of Tomball's Code of Ordinances. All mature trees planned to be preserved must be called out on landscape plans submitted for review/approval, and appropriate measures must be taken throughout the course of construction to ensure their preservation. If a planned preserved tree dies, the number of required trees reduced by the allotted credits for the mature tree must be planted in its place.
  - f. All required open space shall be owned and maintained by the Homeowners Association and shall be accessible to all residents within the PD's Homeowner's association. Exhibit C1
  - g. The primary entry street into the Planned Development from FM 2920 must be provided fully landscaped boulevards. Said boulevard sections must be a minimum of eighty (80) feet right of way extended the entire linear extent of commercial activity.
- G. **Sidewalks** - As shown on Exhibit C1, the PD shall be developed in accordance with the following:
- 1. Sidewalks:
    - a. Minimum 5-foot width sidewalks shall be provided along both sides of local residential and collector streets.
    - b. All sidewalks shall be paved with concrete.
  - 2. Walking, Biking, Hiking Trails:
    - a. Minimum 6-foot wide multi-use paths shall be included within the boundaries of this planned development, providing ample connectivity between residential, commercial, and open space land uses. This should also be included as part of an exhibit showing the connectivity and cohesiveness of the development internally and externally.
    - b. Trails may be composed of pervious or impervious material.
  - 3. Crosswalks:
    - a. All pedestrian crossings must be defined by demarcated features (i.e. raised crosswalks, pedestrian "bump out" islands, crosswalk striping/painting, etc.)
    - b. Defined pedestrian crosswalks must be provided where commercial land uses are separated by entry streets.

**H. Signage:**

1. Given that this property's southeastern corner is the easternmost extent of the City limits of Tomball and located along FM 2920 a "Welcome to Tomball" gateway entrance sign shall be provided near the southeastern corner of the development along FM 2920. Any such signage shall be constructed and landscaped in a manner that will be cohesive architecturally with the overall Planned Development; announcing both the overall development as well as the entrance into the City of Tomball.
2. Freestanding pole signs shall be prohibited
3. All signage within this PD must be monument-style signs. Said monument signs must be architecturally similar to the design of the overall planned development district.
4. All signage must be provided with landscaping that is generally consistent with the landscaping design of the overall site.
5. The City Manager or their designee shall be the reviewing body and hold final authority in the approval/disapproval of all signs associated with commercial and residential development(s). In determining the suitability of signage within this PD, signs shall be reviewed to ensure architectural and overall design consistency is maintained throughout the Planned Development.

**I. Land Use Buffer(s):**

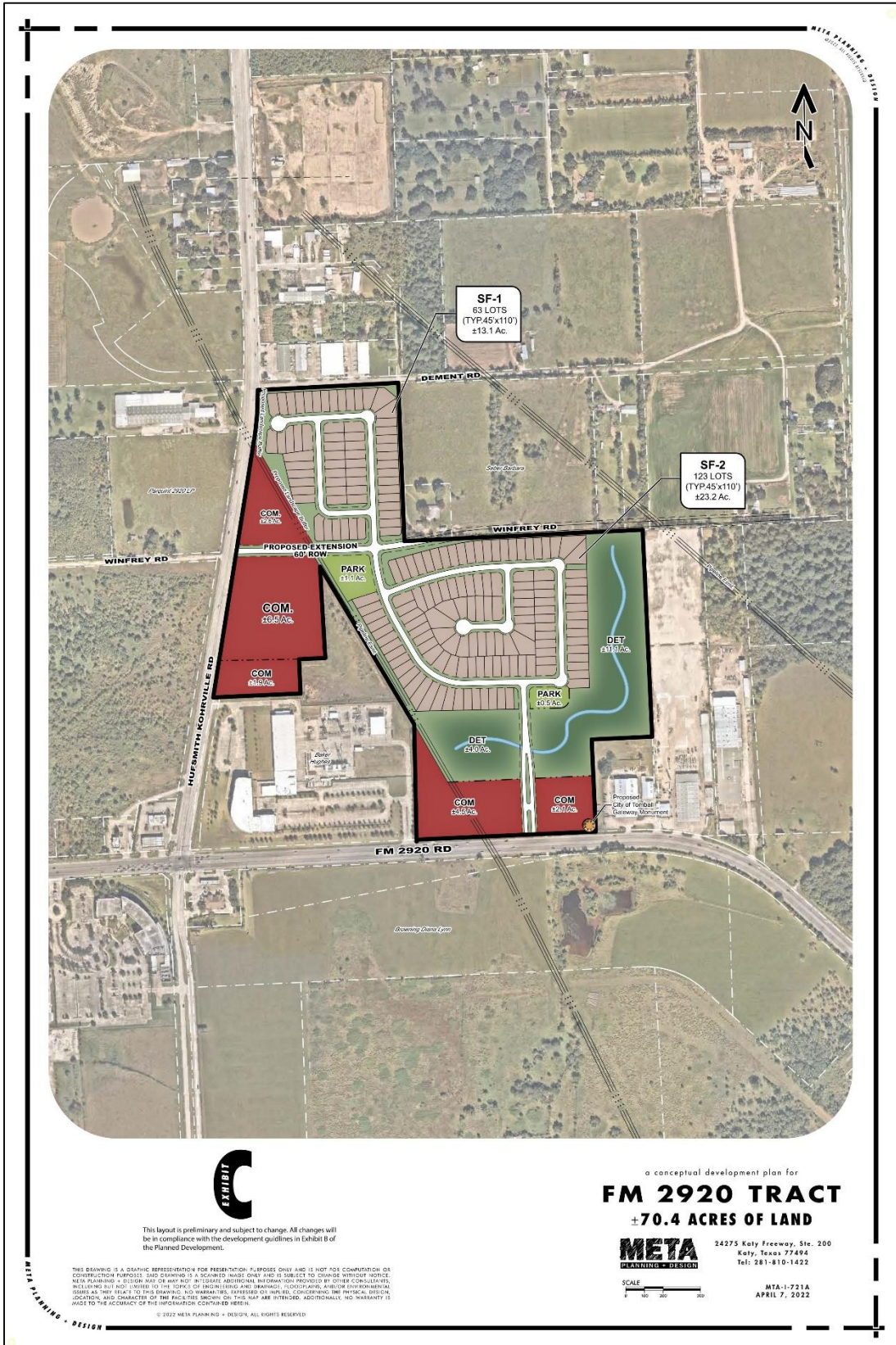
1. A minimum 25-foot-wide unobstructed vegetative buffer yard along all property boundaries separating a more intense zoning classification from a less intense zoning classification.
  - a. Along said property boundaries, a minimum of one (1) two-inch caliper tree shall be provided per 25 lineal feet and one (1) one-inch caliper tree shall be planted alternating between the larger trees at staggered intervals.
  - b. An opaque fence or wall with a minimum height of 6-feet shall be provided along the property boundary of the more intensive use. Existing fences/walls may be utilized to achieve this requirement. All residential property boundaries adjoining right-of-ways for Hufsmith Kohrville and Winfrey must be furnished with community fencing that has a minimum height of 6-feet in the locations as depicted on Exhibit C-2. The community fencing must consist of an upgraded wood fence with masonry columns. The fence design must be submitted to the City of Tomball's Planning Office for review and approval, prior to final approval of the residential subdivision final plats.
  - c. Pipeline easements can be used toward the total buffer yard width requirement.

**J. Minor Modifications** –The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance to the applicable Tomball Codes and this Ordinance and approved by the Planning Director.

1. Modifications to internal street patterns are allowed
2. Modifications to the location of land uses, provide that such relocations meet the minimum area and land use regulations set forth within in this document.

3. Modifications to lot sizes are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
4. Modifications to the total acreage provided for each land use set for in Exhibit C are allowed, provided that the modification or series of modifications, shall not result in a net change of greater than 10% in each land use.

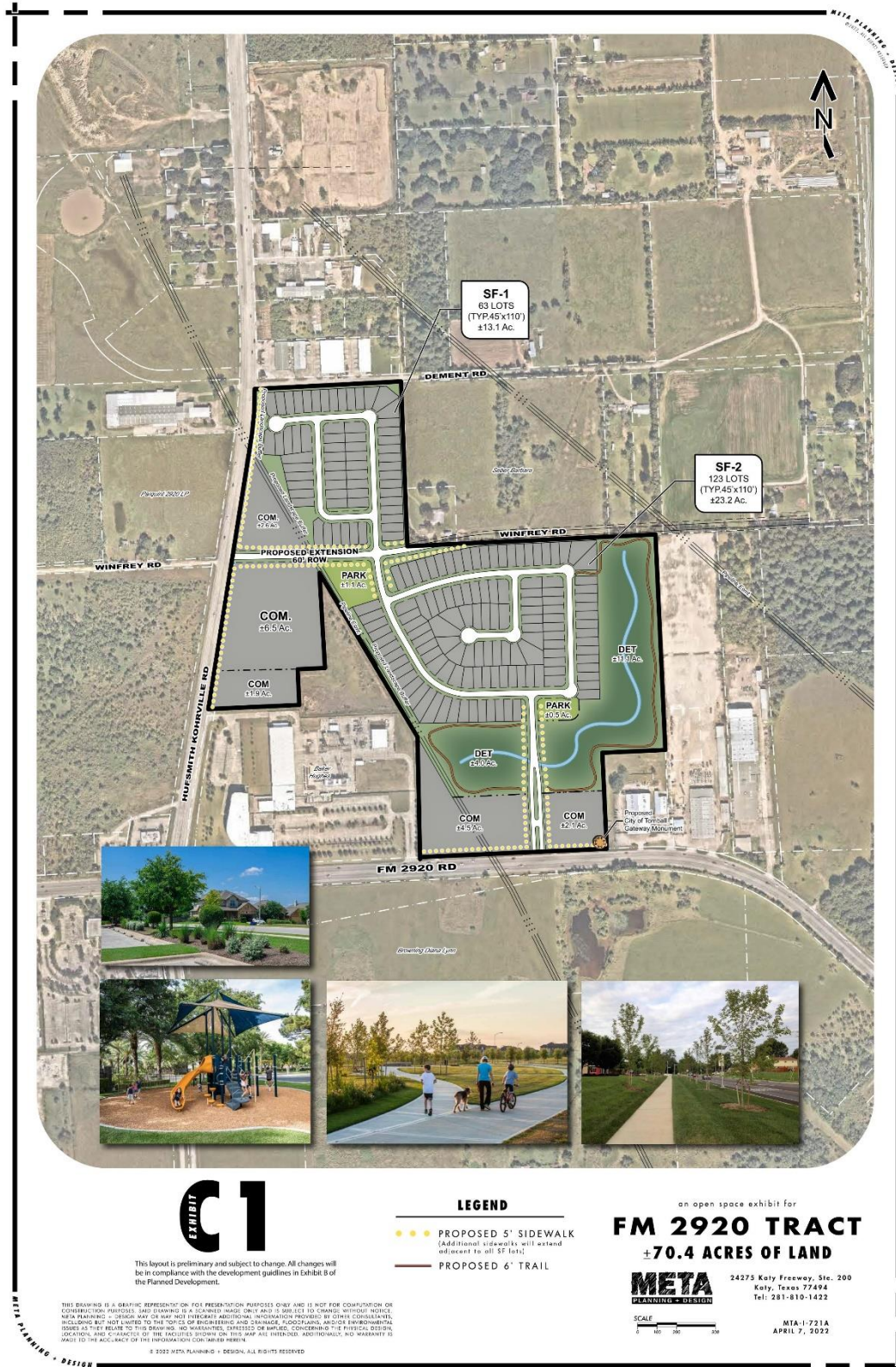
# Exhibit "C" Concept Plan (Layout)





# Exhibit "D"

## Concept Plan (Open Space/Connectivity)





**META PLANNING • DESIGN**  
©1997 All Rights Reserved



This layout is preliminary and subject to change. All changes will be in compliance with the development guidelines in Exhibit B of the Planned Development.

**PROPOSED FENCING**  
[6' upgraded wood fence  
with masonry columns]

## META

24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422

SCALE

MTA-I-721A  
APRIL 7, 2022

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



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

**Zoning Case P22-048:** Request by Glenn R. Stumpner to amend the official zoning map for the City of Tomball by rezoning approximately 1.77 acres of land out of Tract 53 from Abstract 34 J House, from Multi-Family Residential (MF) District to a Commercial (C) District. Being generally located within the 300-400 blocks of W. Hufsmith Rd (south side), between Baker Drive and N. Cherry Street, at 457 Hufsmith Road, within the City of Tomball, Harris County, Texas.

**Zoning Case P22-069:** Request by Baker Hughes Oilfield Operation LLC, represented by META Planning + Design to amend the official zoning map for the City of Tomball by rezoning approximately 70.4 acres of land legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center, from Light Industrial (LI) district to a Planned Development (PD) district to promote a mixture of commercial and single-family residential development. The property is generally located near the northeast corner of the intersection of FM 2920 Road and Huffsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

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



## CERTIFICATION

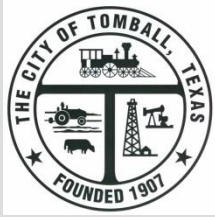
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7<sup>th</sup> day of April 2022 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith

Jared Smith

City Planner

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



## Rezoning Staff Report

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

**Rezoning Case:** P22-069  
**Property Owner(s):** Baker Hughes Oilfield Operations LLC  
**Applicant(s):** META Planning + Design  
**Legal Description:** Part of Lot 2, Block 1 of Baker Hughes Education Center  
**Location:** Near the northeast corner of the FM 2920 Road and Huffsmith Kohrville Road intersection (Exhibit "A")  
**Area:** 70.4 acres  
**Comp Plan Designation:** Business Park and Industrial (Exhibit "B")  
**Present Zoning and Use:** Light Industrial (LI) (Exhibit "C") / Vacant Land (Exhibit "D")  
**Proposed Use(s):** Mix of Commercial and Single-Family Residential (Exhibit "E")  
**Request:** Rezone from Light Industrial (LI) to Planned Development (PD-?) District

### Adjacent Zoning & Land Uses:

**North:** Not Applicable (ETJ) / Single-Family Residence & Business Park north of Dement Rd.

**South:** Light Industrial (LI) and Not Applicable (ETJ south of FM 2920) / Baker Hughes Education Center & Vacant Undeveloped Land (south of FM 2920)

**West:** Commercial (C) & Agricultural (AG) / Vacant Undeveloped Land & Metal Fabrication Shop

**East:** Not Applicable (ETJ) / Automotive Collision Center & Vehicle Salvage Yard

### BACKGROUND

In December of 2012, the subject property was annexed into the City limits of Tomball. Following annexation, in January of 2013 City Council approved a request to amend the Comprehensive Plans Future Land Use (FLU) Map from "Mixed-Use" to "Business/Industrial". Additionally, City Council rezoned the subject property from Agricultural (AG) to the Light Industrial (LI) zoning classification that presently embraces the property. These efforts were in order to accommodate the Baker Hughes Education Center that presently occupies approximately 25-acres at the northwest corner of FM 2920 and Huffsmith Kohrville Road adjacent to the subject property. The applicant wishes to rezone the subject property from Light Industrial (LI) to a Planned

Development District (PD). The intent of this Planned Development is to integrate a mixture of commercial and single family residential activity along FM 2920 and Huffsmith Kohrville Road.

## **ANALYSIS**

**Description:** The subject property is approximately 70.4 acres of land generally located at the northeast corner of the intersection of FM 2920 and Huffsmith Kohrville Road. The applicant, Baker Hughes Oilfield Operations LLC, represented by META Planning + Design, plan to construct a mixed-use development comprised of a single-family residential subdivision with a maximum of 200 residential lots as well as approximately 14 acres of commercial development along FM 2920 and Huffsmith Kohrville Road. The surrounding properties north and east of the subject property fall outside the City limits of Tomball within the Extraterritorial Jurisdiction (ETJ), subsequently these properties are not embraced within a zoning classification. However, the land uses are as follows, immediately north of the subject property is a single family residence and north of Dement Road is an existing business park. East of the subject property are an automotive collision center and salvage yard. Immediately southwest of the subject property is the current site for Baker Hughes Education Center, which is located within a Light Industrial (LI) district. South of FM 2920 is vacant undeveloped land in the ETJ. West of the subject property across Huffsmith Kohrville Road is vacant undeveloped property within a Commercial (C) district, as well as a legally non-conforming metal fabrication shop within an Agricultural (AG) district.

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

“The PD Planned Development District is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., Single-Family, Multifamily, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A PD Planned Development District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this chapter, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

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

According to the Planned Development Application (Exhibit “E”) and the development regulations, the proposed Planned Development will be a mixed use single-family residential community with convenient access to commercial uses and shall include amenities such as open space recreational reserve(s) and walking trails/sidewalks that will promote connectivity between the residential development, open space/recreational reserves, and commercial land uses.

All residential lots will have a minimum area of 4,950 square feet, a minimum lot width of 45' and a minimum lot depth of 100'. There shall be a minimum of 2 acres dedicated as parkland, said reserve(s) must be centrally located within the planned development to allow for convenient access throughout the community. Within the required recreational reserve(s), a minimum of three (3) community serving amenities must be provided as specified in the PD ordinance. Moreover, no less than 20% of the overall development shall be dedicated as open space. Enhanced landscaping standards shall be implemented by means of required street trees along all arterial, collector and neighborhood entry streets.

Regarding commercial land uses, in order to promote attractive gateways into the City of Tomball outdoor storage shall be prohibited, and all vehicle parking/maneuvering areas shall be screened from public rights-of-ways as well as residentially zoned properties. Furthermore, with this Planned Development District, in coordination with the City of Tomball the development shall include a "Welcome to Tomball" gateway entrance sign along FM 2920; said sign shall be constructed in a manner that is architecturally consistent with the overall design of the Planned Development District. Additionally, to promote an attractive gateway into the City of Tomball and prevent "cluttering" of airspace; freestanding pole signs shall be prohibited. Pertaining to freestanding advertising signs, individual businesses within the commercial aspect of the Planned Development shall be limited to monument signs. To mitigate adverse effects of commercial activity near proposed residential development; additional land use buffering requirements shall be utilized; this includes a proposed 25-foot-wide vegetative buffer yard along all property boundaries separating more intense zoning districts/land uses from less intense zoning districts/land uses. Within this required land use buffer, a minimum of one tree shall be provided for every 25 linear feet as well as an opaque fence/wall at least 6-feet in height.

**Comprehensive Plan:** The property is designated as "Business Park & Industrial" by the Comprehensive Plans Future Land Use Map. This Business Park & Industrial category is "intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight. These areas may require more intensive screening and buffering from surrounding developments.

According to the Comprehensive Plan, "land uses should encourage office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Appropriate secondary uses include utility services, government facilities, and transportation/freight uses."

The Comprehensive Plan recommends zoning districts of – LI (Light Industrial), C (Commercial), O (Office), PD (Planned Development) for the Business Park & Industrial land use designation.

Additionally, the Comprehensive Plan states – "The following considerations should be used as guidance for regulatory modifications or as part of decision-making: New development should include landscape buffers between any property that is zoned to a non-business park & industrial district. Outdoor storage should be designed in a manner that screens materials and equipment from public rights-of-way. New Business Park & industrial development should be designed in a manner which orients loading docks and bays away from the front property line or public rights-of-way.

The request to allow a commercial and residential mixed use development at the subject property will promote the Comprehensive Plans goals and objectives pertaining to land use development and community livability.

**Staff Review Comments:**

Conformance to the Comprehensive Plan: The proposed residential and commercial mixed use development that will be promoted by this Planned Development District will achieve the Comprehensive Plans land use and development goal of encouraging development with a mixture of uses within a walkable environment. According to the Comprehensive Plan “location of community facilities and services and limited commercial services within and near existing and proposed neighborhoods has the potential to create mutually-beneficial synergies and a higher quality of life”. Additionally, the Planned Development District will achieve community livability goals by promoting recreation and leisure opportunities, while providing accessibility to parks, trails and other public facilities; subsequently improving the quality of life for residents while positively impacting property values. Lastly, provisions within the Planned Development ordinance prohibiting outdoors storage, requiring land use buffering, screening of parking lots, and limitation on signage as well as implementation of “Welcome to Tomball” gateway signage will promote the Comprehensive Plans objective of enhancing gateways and thoroughfares, to enforce a sense of place upon arrival to Tomball.

**PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on March 30, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**RECOMMENDATION**

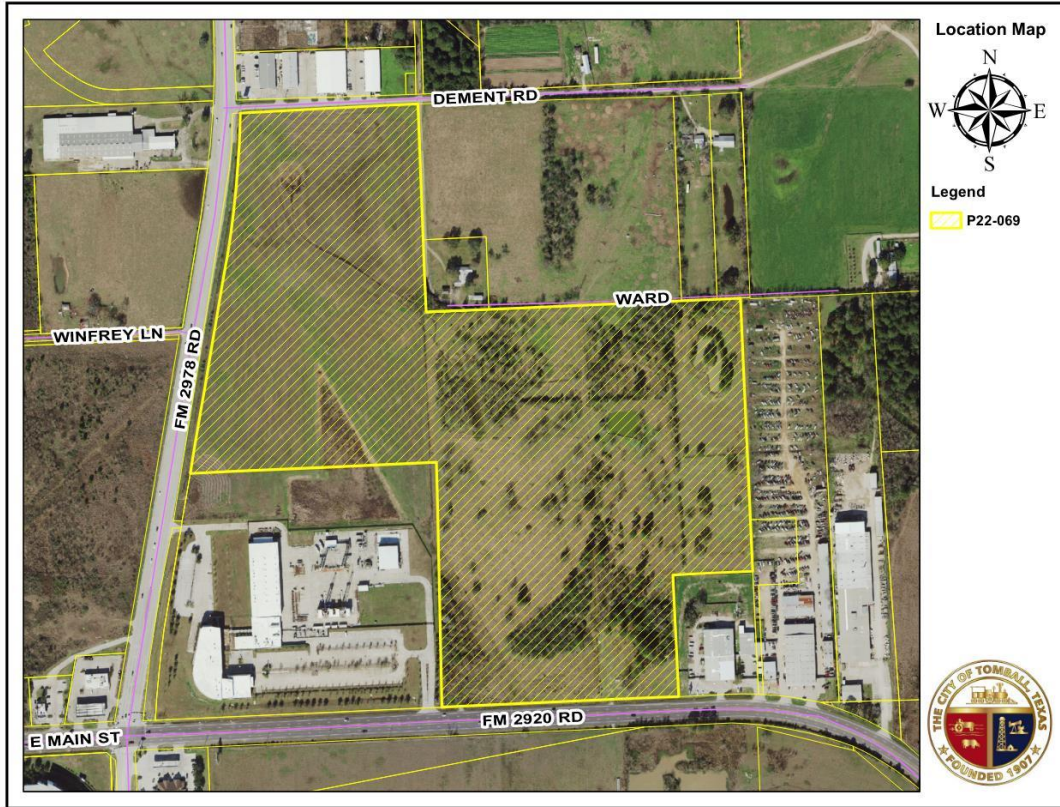
Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P22-069, with conditions outlined in the Planned Development Ordinance, to include the following:

- Landscaped boulevard must be provided along the entry street from Hufsmith-Kohrville Rd.
- Elevated fencing planned to include masonry columns must be provided along all rear and side residential property boundaries visible from entry streets, FM 2920, and Hufsmith-Kohrville Rd.

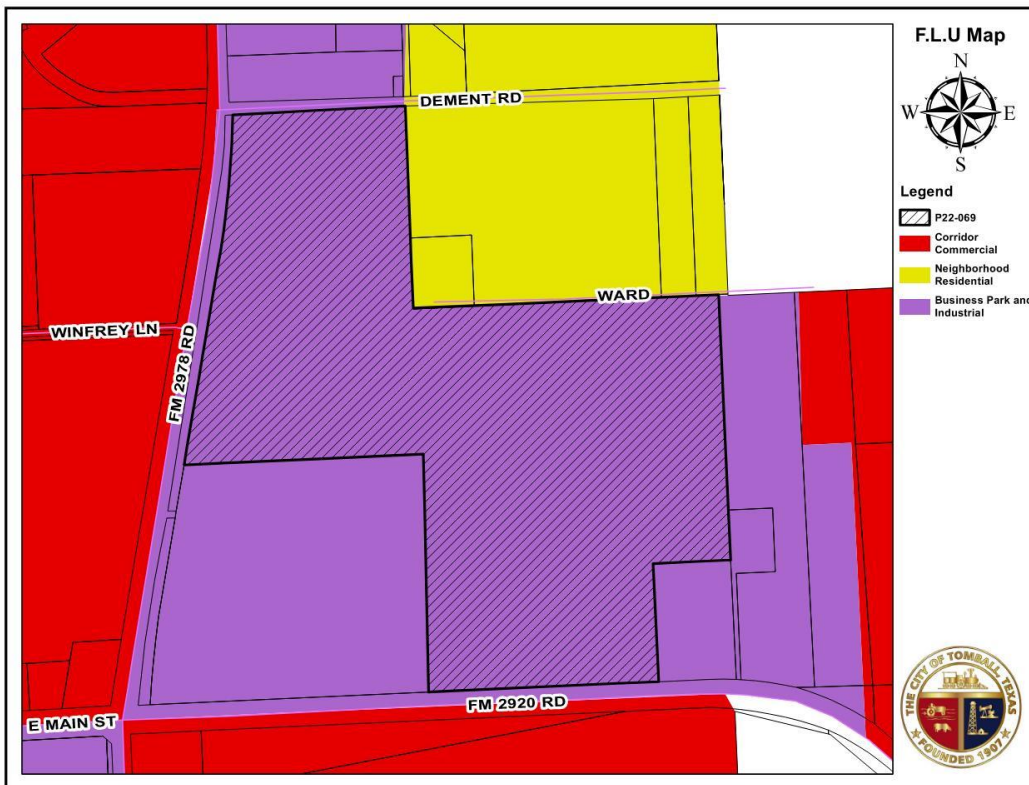
**EXHIBITS**

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

# Exhibit "A" Aerial Photo

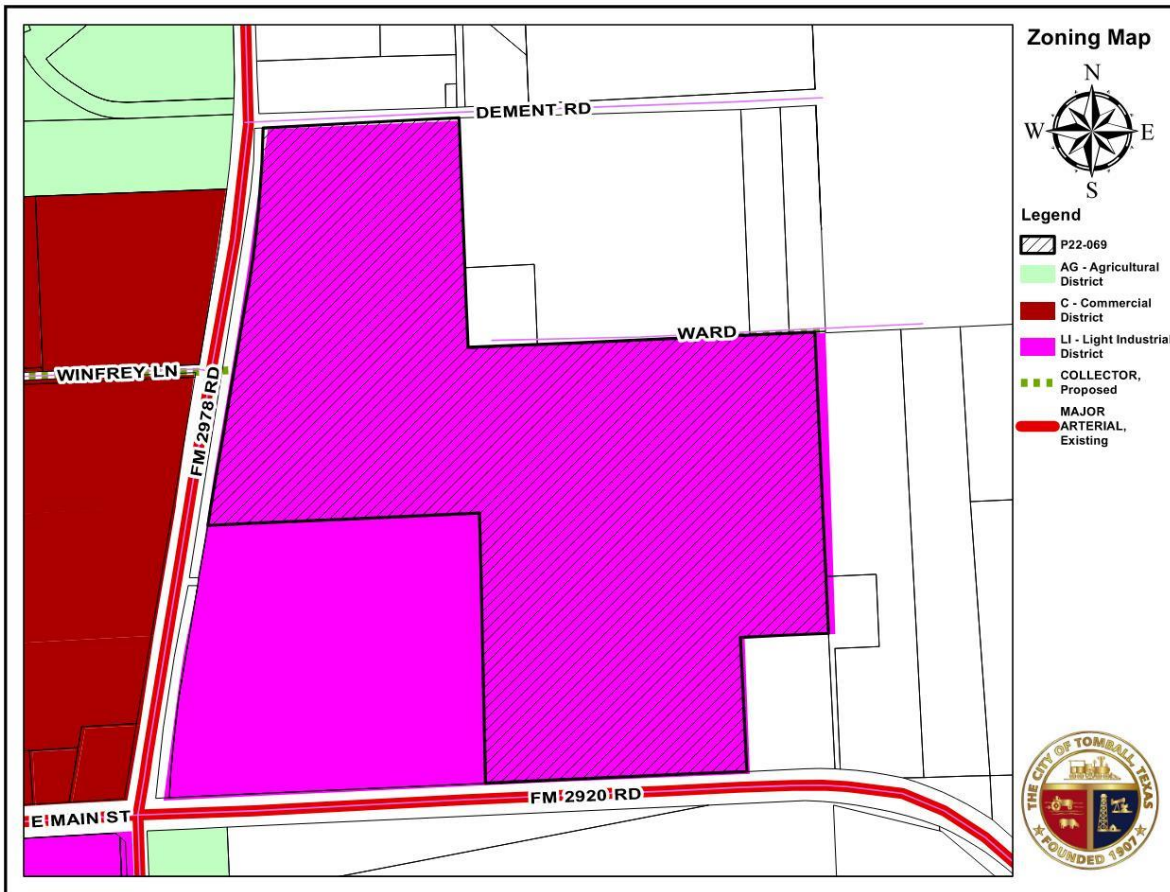


# Exhibit "B" Comprehensive Plan





# Exhibit "C" Zoning Map



**Exhibit “D”  
Site Photo(s)**





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



RECEIVED (KC)  
03/04/2022

Revised 5/19/15  
P&Z #22-061

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

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

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

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

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

**Applicant**

Name: Kathryn Parker - META Planning + Design Title: Senior Planner  
Mailing Address: 24275 Katy Freeway Suite 200 City: Katy State: TX  
Zip: 77494  
Phone: (281) 749-1803 Fax: ( ) Email: kparker@meta-pd.com

**Owner**

Name: Baker Hughes Oilfield Operations LLC Title: \_\_\_\_\_  
Mailing Address: 17021 Aldine Westfield Rd. City: Houston State: TX  
Zip: 77073  
Phone: ( ) Fax: ( ) Email: \_\_\_\_\_

**Engineer/Surveyor (if applicable)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: ( ) Fax: ( ) Email: \_\_\_\_\_

**Description of Proposed Project:** 70.4 Ac FM 2920 PD - 70 Acres Mixed Use Development

Physical Location of Property: North of FM 2920, East of Huffsmith Kohrville Rd  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: see attached description  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1340150010002 Acreage: 70 Ac

Current Use of Property: Vacant

Proposed Use of Property: Planned Development - Residential, Commercial, and Multi family

**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 Kodhuz Parker 3/1/2022  
Signature of Applicant Date

X Mike Csizmadia 22 February 2022  
Signature of Owner Date

Digitally signed by: Mike Csizmadia  
DN: CN = Mike Csizmadia email = mike.csizmadia@bakerhughes.com, C = US, O = Baker Hughes, OU = Legal  
Date: 2022.02.22 15:41:58 -0600

## Exhibit B

### Planned Development

#### 70 Ac FM 2920

**A. Contents. This final development plan includes the following sections:**

1. General Provisions
2. Land Uses
3. Development Regulations for Single Family Lots
4. Development Regulations for Non-Residential Uses
5. Amenities and Landscape Regulations
6. Open Space and Trails
7. Building Regulations

**B. General Provisions**

1. The planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other ordinances of the City in effect at the effective date of this PD Ordinance. If any provisions or regulations of any City ordinance applicable in a SF-6 (Standard Single Family Residential) or GR (General Retail) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the above stated districts in effect on the effective date of this ordinance apply to this PD as written herein, except to the extent the City regulation or provision conflicts with a provision in this ordinance.
2. Except as otherwise provided herein, the words used in this Planned Development have the meaning established by the Development Code.
3. The PD shall be developed in accordance with the following exhibits that are attached to and made a part of this Final Development Plan:

Exhibit C – Concept Plan

Exhibit C1 – Landscape and Open Space Plan

Exhibit C2 – Fencing Plan

4. As shown on Exhibit C, the PD encompasses +/- 70 acres, located East of Huffsmith-Kohrville Dr and north of FM 2920.

**C. Land Uses.**

1. Single Family Residential: Permitted land uses are listed below.

Use	SIC Code
Private Household Services	8811
Dwellings – Single Family	99 (Non-Classifiable)
Parks and Recreational Facilities, Public or Private	99 (Non-Classifiable)
Accessory Building/Structure	
Home Occupation	
Residential Sales Office (Temporary)	
Wetlands	

2. Commercial: Permitted uses of the Commercial tracts on Exhibit C shall be those uses permitted within GR – General Retail of the Zoning Ordinance with the following exceptions.
  - a. Prohibited Uses:
    - i. Painting and Refinishing Shop
    - ii. Auto Body Repair/Painting
    - iii. Auto Paint Shop
    - iv. Auto Repair (major)
    - v. Propane Sales Filing (Retail)
    - vi. Any Manufacture or Industrial Process Not listed and Not prohibited by Law
    - vii. Concrete or Asphalt Mixing/Batching Plant (Temporary)
    - viii. Outdoor storage
  
- D. **Development Regulations for Single Family Lots** – Maximum 200 lots permitted. The total lot count may vary from that shown in Exhibit C so long as it is generally in a configuration with what is shown on Exhibit C. See H. Minor Modifications for permitted variations to the land plan.
 

Single-family home sites within the PD shall be developed in accordance with the following regulations:

  1. The minimum lot width shall be 45 feet wide.
  2. Lots shown on Exhibit C
    - a. Minimum lots area:
      - i. 45' wide lots shall have a minimum area of 4,950 square feet.
      - ii. Lot width shall be measured at the building line.
    - b. Minimum lot width: 45 feet. Lot width shall be measured at the building line.
    - c. Minimum lot depth: 100 feet
    - d. Maximum lot coverage: 60% (lot coverage shall include building footprint only)
  3. Minimum building setbacks:
    - a. Front yard: 20 feet; (measured from front building line)
    - b. Rear yard: 10 feet;
    - c. Side yard: 5 feet, 10 feet on street side of a corner lot.
  
- E. **Development Regulations for non-residential uses**- All non residential development must adhere to standards ordinarily applicable within General Retail (GR) zoning, except as modified within this ordinance.
  1. Outdoor storage/sales:
    - a. Outdoor storage/sales shall be prohibited
  2. Parking lot screening:
    - a. All vehicle parking/maneuvering areas shall be screened from public rights-of-ways and residentially zoned properties by means of evergreen hedges, berms, or masonry walls that are consistent with the overall architectural design of the Planned Development. Said screening must be a minimum height of 36 inches.
  
- F. **Amenities and Landscape Regulations** – As shown on Exhibit C1, the PD shall be developed in accordance with the following landscape regulations:

1. Landscaping plans submitted for review must adhere to all landscaping standards outlined in this planned development. All landscape materials utilized within this planned development must be visually consistent in design and theme.
2. All landscaping standards ordinarily applicable within General Retail (GR) zoning shall apply to commercial developments, except as modified within this ordinance.
3. Recreation site and amenities:
  - a. A minimum one and one half (1.5) acres of recreational reserve shall be provided, within the development. This may be provided over no more than two (2) separate locations.
  - b. A minimum of 6, off-street parking spaces shall be provided. The off-street parking may be provided thru dedicated parking lot, parallel parking and/or a combination of both.
  - c. Amenities must include (but are not limited to) a total of three of the following items throughout the development:
    - Playground
    - Picnic Facilities
    - Walking, Biking, Hiking Trails (Pervious or impervious materials)
    - Pavilions
    - Recreation Centers
    - Swimming Pool(s)/Splash Pad(s)
    - Dog park
    - Active Recreation Facilities (basketball, tennis, soccer, baseball, etc.)
4. Landscape buffers:
  - a. 15' foot minimum buffer shall be provided along all arterials and within commercial areas contiguous to residential lot lines. As shown on Exhibit C1
  - b. 10-foot minimum buffer, contiguous to residential lot lines, shall be provided along entry street(s) and collector streets. As shown on Exhibit C1. All Required buffers along arterials, collectors, and entry streets shall include one (1) large tree per 40 linear feet (or portion thereof) of street frontage. Trees should be grouped or clustered to facilitate site design and to provide an aesthetically pleasing natural-looking planting arrangement.
  - c. Required buffers along arterials, collectors, and entry streets shall include one (1) large tree per 40 linear feet (or portion thereof) of street frontage. Trees should be grouped or clustered to facilitate site design and to provide an aesthetically pleasing natural-looking planting arrangement.
  - d. Required buffers may include trails.
5. Open Space:
  - a. Minimum 20% space required throughout the entire development, to be distributed as shown on Exhibit C1
  - b. Open space shall include all landscape buffers, landscape reserves, open space reserves, parks, detention, lakes, and wetlands.
  - c. At a minimum one and one half (1.5) acres shall be provided as parks (over a maximum of two sites).

- d. All required open spaces (including detention sites) shall be fully landscaped with trees and shrubs. Said landscaping shall be grouped or clustered to facilitate site design and provide an aesthetically pleasing natural-looking planting arrangement.
    - For every 20,000 square feet of designated recreation reserves/park space, four (4) trees must be planted.
    - For all detention areas that count toward the required open space, there must be a minimum of two (2) trees for every 20,000 square feet.
    - Said trees must be a minimum of two-inches in caliper, measured six inches above the ground, and shall be a minimum of five feet in height at the time of planting.
  - e. Where possible, preservation of mature trees shall be promoted. Tree preservation credits shall be granted in accordance with standards outlined in the City of Tomball's Code of Ordinances. All mature trees planned to be preserved must be called out on landscape plans submitted for review/approval, and appropriate measures must be taken throughout the course of construction to ensure their preservation. If a planned preserved tree dies, the number of required trees reduced by the allotted credits for the mature tree must be planted in its place.
  - f. All required open space shall be owned and maintained by the Homeowners Association and shall be accessible to all residents within the PD's Homeowner's association. Exhibit C1
  - g. The primary entry street into the Planned Development from FM 2920 must be provided fully landscaped boulevards. Said boulevard sections must be a minimum of eighty (80) feet right of way extended the entire linear extent of commercial activity.
- G. **Sidewalks** - As shown on Exhibit C1, the PD shall be developed in accordance with the following:
- 1. Sidewalks:
    - a. Minimum 5-foot width sidewalks shall be provided along both sides of local residential and collector streets.
    - b. All sidewalks shall be paved with concrete.
  - 2. Walking, Biking, Hiking Trails:
    - a. Minimum 6-foot wide multi-use paths shall be included within the boundaries of this planned development, providing ample connectivity between residential, commercial, and open space land uses. This should also be included as part of an exhibit showing the connectivity and cohesiveness of the development internally and externally.
    - b. Trails may be composed of pervious or impervious material.
  - 3. Crosswalks:
    - a. All pedestrian crossings must be defined by demarcated features (i.e. raised crosswalks, pedestrian "bump out" islands, crosswalk striping/painting, etc.)
    - b. Defined pedestrian crosswalks must be provided where commercial land uses are separated by entry streets.

**H. Signage:**

1. Given that this property's southeastern corner is the easternmost extent of the City limits of Tomball and located along FM 2920 a "Welcome to Tomball" gateway entrance sign shall be provided near the southeastern corner of the development along FM 2920. Any such signage shall be constructed and landscaped in a manner that will be cohesive architecturally with the overall Planned Development; announcing both the overall development as well as the entrance into the City of Tomball.
2. Freestanding pole signs shall be prohibited
3. All signage within this PD must be monument-style signs. Said monument signs must be architecturally similar to the design of the overall planned development district.
4. All signage must be provided with landscaping that is generally consistent with the landscaping design of the overall site.
5. The City Manager or their designee shall be the reviewing body and hold final authority in the approval/disapproval of all signs associated with commercial and residential development(s). In determining the suitability of signage within this PD, signs shall be reviewed to ensure architectural and overall design consistency is maintained throughout the Planned Development.

**I. Land Use Buffer(s):**

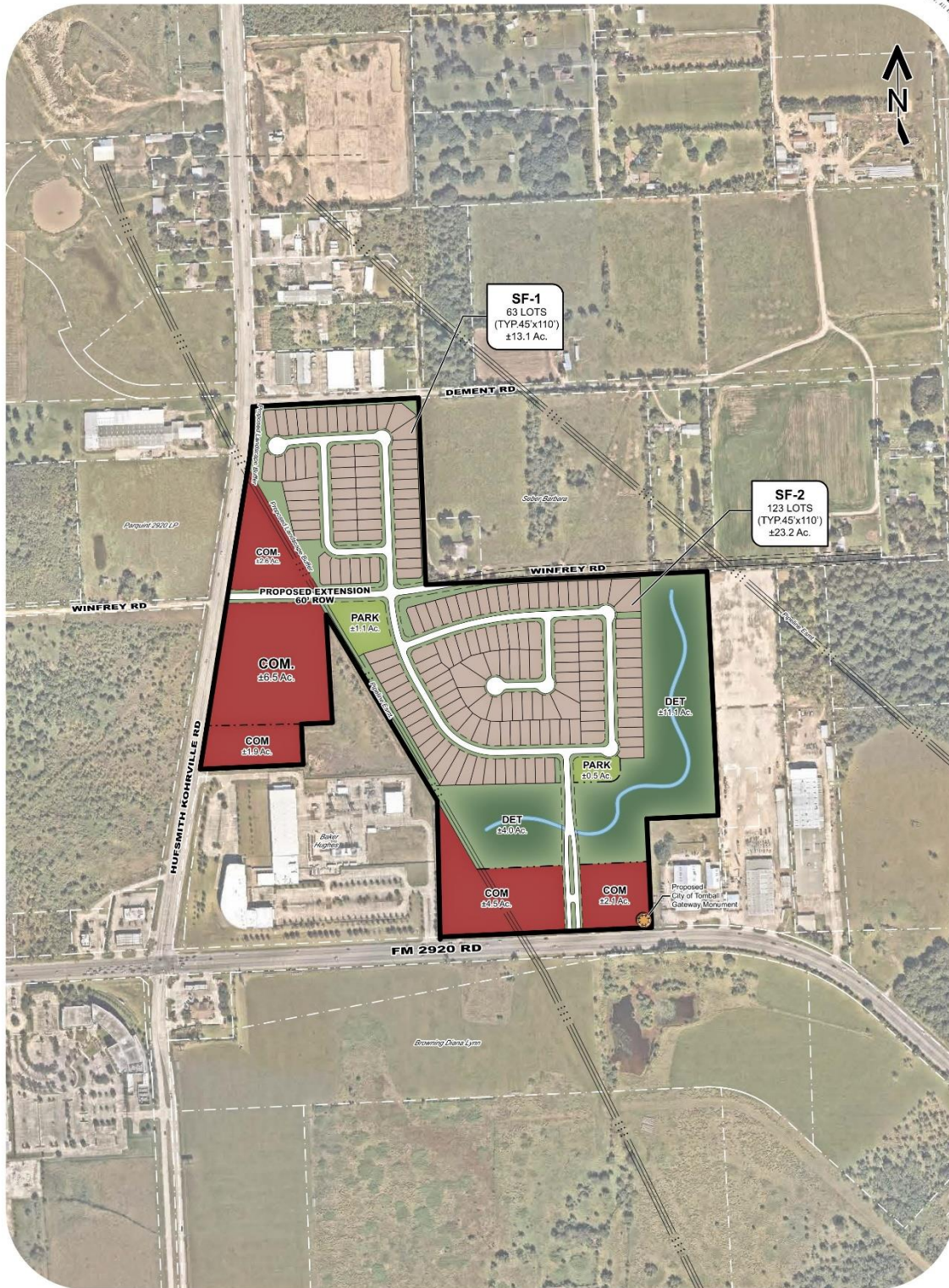
1. A minimum 25-foot-wide unobstructed vegetative buffer yard along all property boundaries separating a more intense zoning classification from a less intense zoning classification.
  - a. Along said property boundaries, a minimum of one (1) two-inch caliper tree shall be provided per 25 lineal feet and one (1) one-inch caliper tree shall be planted alternating between the larger trees at staggered intervals.
  - b. An opaque fence or wall with a minimum height of 6-feet shall be provided along the property boundary of the more intensive use. Existing fences/walls may be utilized to achieve this requirement. All residential property boundaries adjoining right-of-ways for Hufsmith Kohrville and Winfrey must be furnished with community fencing that has a minimum height of 6-feet in the locations as depicted on Exhibit C-2. The community fencing must consist of an upgraded wood fence with masonry columns. The fence design must be submitted to the City of Tomball's Planning Office for review and approval, prior to final approval of the residential subdivision final plats.
  - c. Pipeline easements can be used toward the total buffer yard width requirement.

**J. Minor Modifications** –The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance to the applicable Tomball Codes and this Ordinance and approved by the Planning Director.

1. Modifications to internal street patterns are allowed
2. Modifications to the location of land uses, provide that such relocations meet the minimum area and land use regulations set forth within in this document.

3. Modifications to lot sizes are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
4. Modifications to the total acreage provided for each land use set for in Exhibit C are allowed, provided that the modification or series of modifications, shall not result in a net change of greater than 10% in each land use.





**EXHIBIT C**

This layout is preliminary and subject to change. All changes will be in compliance with the development guidelines in Exhibit B of the Planned Development.

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SKETCHED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INCORPORATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAIN, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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a conceptual development plan for  
**FM 2920 TRACT**  
 ±70.4 ACRES OF LAND

**META**  
 PLANNING + DESIGN

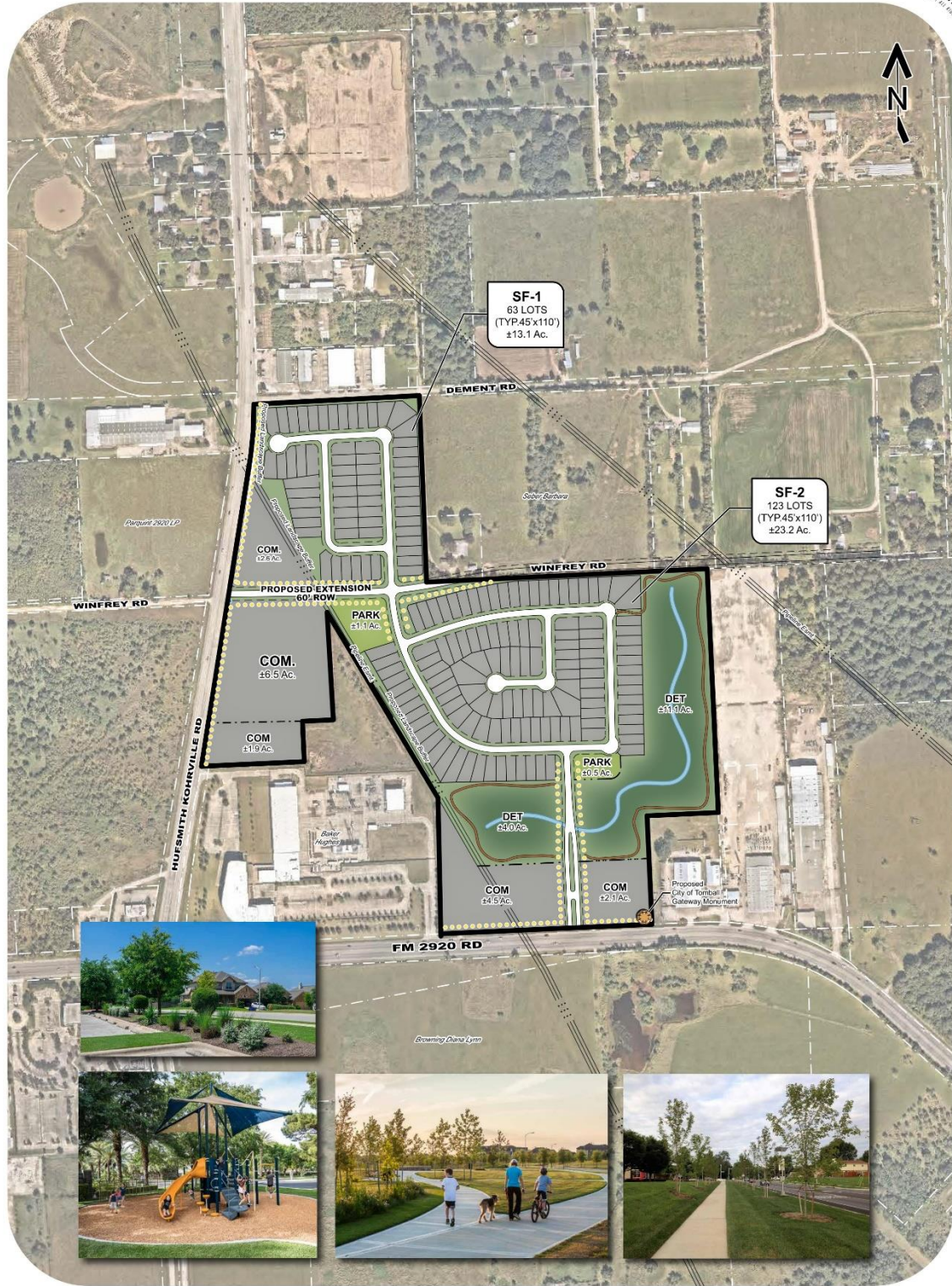
24275 Katy Freeway, Ste. 200  
 Katy, Texas 77494  
 Tel: 281-810-1422

SCALE  
 0 100 200 300

MTA-1-721A  
 APRIL 7, 2022

META PLANNING + DESIGN





# EXHIBIT C1

This layout is preliminary and subject to change. All changes will be in compliance with the development guidelines in Exhibit B of the Planned Development.

## LEGEND

- ● ● PROPOSED 5' SIDEWALK  
(Additional sidewalks will extend adjacent to all SF lots)
- PROPOSED 6' TRAIL

an open space exhibit for

## FM 2920 TRACT ±70.4 ACRES OF LAND

**META**  
PLANNING + DESIGN

24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422

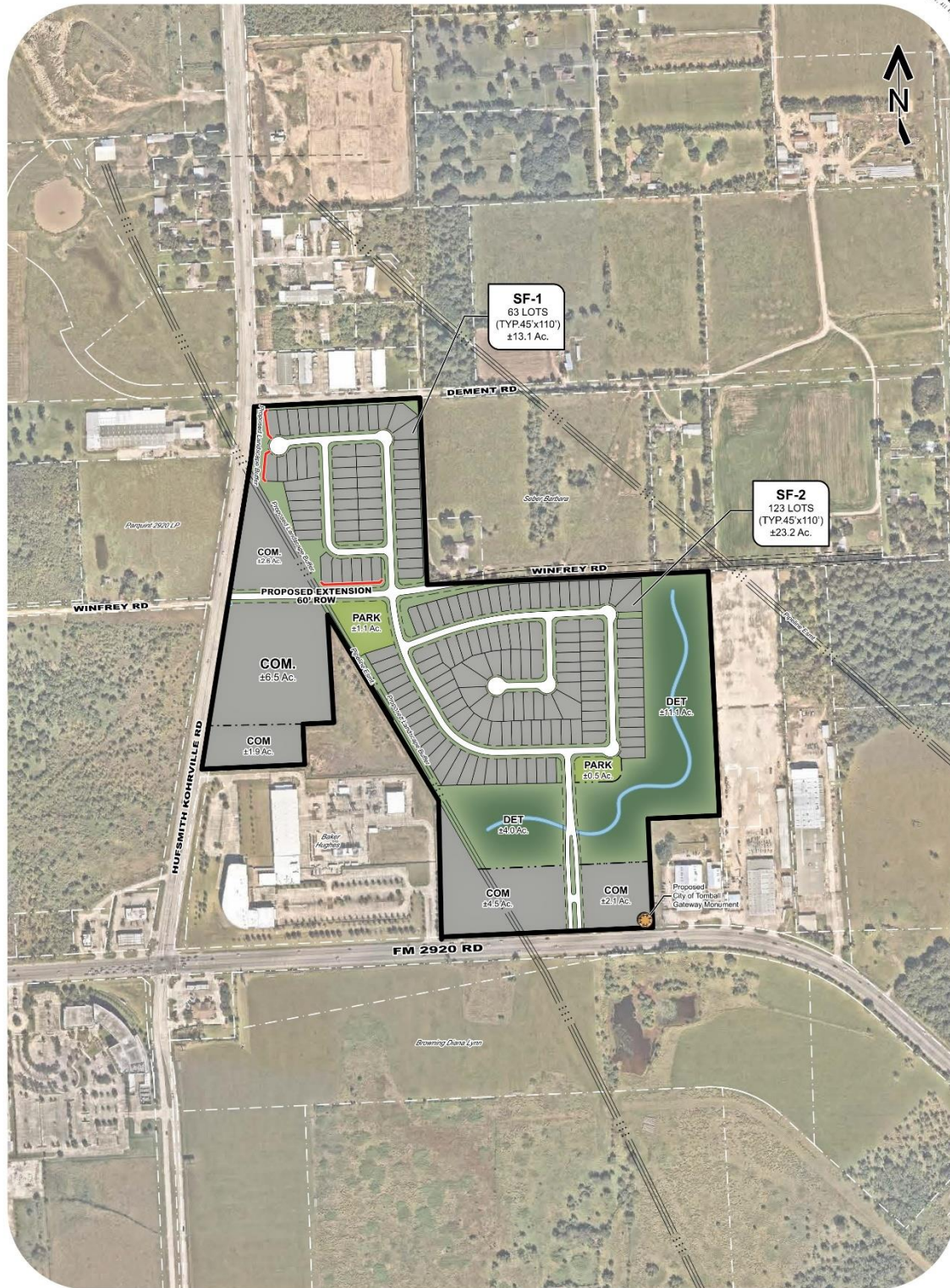
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APRIL 7, 2022

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# EXHIBIT C2

This layout is preliminary and subject to change. All changes will be in compliance with the development guidelines in Exhibit B of the Planned Development.

## LEGEND

— PROPOSED FENCING  
(6' upgraded wood fence with masonry columns)

## a fencing exhibit for FM 2920 TRACT ±70.4 ACRES OF LAND

**META**  
PLANNING + DESIGN

24275 Katy Freeway, Ste. 200  
Katy, Texas 77494  
Tel: 281-810-1422

SCALE  
0 100 200 300

MTA-1-721A  
APRIL 7, 2022

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March 1, 2022

Nathan Dietrich  
Planning Department  
City of Tomball  
401 Market Street  
Tomball, Texas 77375

**Re: 70 Ac FM 2920 PLANNED DEVELOPMENT**

Dear Nathan,

On behalf of our client, we are submitting the application for the creation of the 70 Ac FM 2920 Tract Planned Development.

The developer intends to develop the 70-acre tract into a single-family residential community. The tract is located north of FM 2920, east of Huffsmith-Kohrville Rd. It is located behind Baker Hughes.

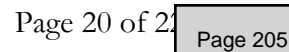
Below is a list of the items that are included with this submittal:

- 1) Completed application form
- 2) List of HCAD tracts that comprise tract
- 3) Survey/Metes & Bounds
- 4) Exhibit B - Planned Development Text
- 5) Exhibit C - Concept Plan
- 6) Exhibit C-1 - Open Space Plan
- 7) Tax Certificates (Tomball ISD; Harris County Tax Certificates are forthcoming – the county is currently delayed on getting those out. A request has been submitted and we will forward the certificate as soon as it is received.)

Feel free to contact me if you have any questions or need any additional information.

Sincerely,

Kathryn Parker  
Enclosure





TAX CERTIFICATE FOR ACCOUNT : 1340150010002

PAGE 1 OF 1

AD NUMBER: 1340150010002

DATE: 2/23/2022

GF NUMBER:

FEE: \$10.00

CERTIFICATE NO: 2709899

**PROPERTY DESCRIPTION**

**COLLECTING AGENCY**

LT 2 BLK 1(TAX ABATEMENT IMPS  
\*1340150010003)BAKER HUGHES E  
DUCATION CENTER

Kristi Williams

PO Box 276

Tomball TX 77377-0276

0000000 FM 2920 RD  
72.4786 ACRES

**REQUESTED BY**

**PROPERTY OWNER**

META PLANNING

BAKER HUGHES OILFIELD OPERATIONS INC

TX

P O BOX 4740

HOUSTON TX 772104740

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO ADVALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

CURRENT VALUES			
LAND MKT VALUE:	5,386,379	IMPROVEMENT:	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	5,386,379	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2021	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2021 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 2/2022 : \$ 0.00

ISSUED TO: META PLANNING  
ACCOUNT NUMBER: 1340150010002

CERTIFIED BY:



TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2022 tax year have not been calculated as of the above date.

HARRIS COUNTY APPRAISAL DISTRICT  
REAL PROPERTY ACCOUNT INFORMATION  
**1340150010002**

Tax Year: 2022

 [Print](#)

Owner and Property Information										
Owner Name & Mailing Address: <b>BAKER HUGHES OILFIELD OPERATIONS INC P O BOX 4740 HOUSTON TX 77210</b>					Legal Description: <b>LT 2 BLK 1 (TAX ABATEMENT IMPS*1340150010003) BAKER HUGHES EDUCATION CENTER 0 FM 2920 RD TOMBALL TX 77375</b>					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map 1/2
D2 -- Real, Unqualified Agricultural Land	8003 -- Land Neighborhood Section 3		0	3,157,168 SF	0	0	5987.23	400 -- ISD 26 - Tomball ISD	4871A	289F

**Value Status Information**

Value Status	Shared CAD
All Values Pending	No

**Exemptions and Jurisdictions**

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2021 Rate	2022 Rate
None	026	TOMBALL ISD	Pending	Pending	1.250000	
	040	HARRIS COUNTY	Pending	Pending	0.376930	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.033490	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.008720	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.162210	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004990	
	045	LONE STAR COLLEGE SYS	Pending	Pending	0.107800	
	083	CITY OF TOMBALL	Pending	Pending	0.333339	
	679	HC EMERG SERV DIST 8	Pending	Pending	0.094245	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

**Valuations**

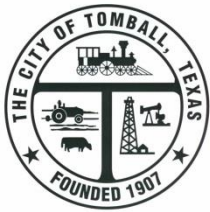
Value as of January 1, 2021			Value as of January 1, 2022		
	Market	Appraised		Market	Appraised
Land	5,386,379		Land		
Improvement	0		Improvement		
Total	5,386,379	5,386,379	Total	Pending	Pending

**Land**

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4300	SF	958,320	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending
2	8004 -- Land Neighborhood Section 4	4300	SF	2,198,848	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

**Building**

Vacant (No Building Data)



## Notice of Public Hearing

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

**CASE NUMBER:** P22-069

**APPLICANT/OWNER:** Baker Hughes Oilfield Operation LLC

**LOCATION:** Generally located near the northeast corner of the intersection of FM 2920 Road and Huffsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

**PROPOSAL:** A Rezoning to amend the official zoning map for the City of Tomball by rezoning approximately 70.4 acres of land legally described as being part of Lot 2, Block 1 of Baker Hughes Education Center, from Light Industrial (LI) district to a Planned Development (PD) district to promote a mixture of commercial and single-family residential development.

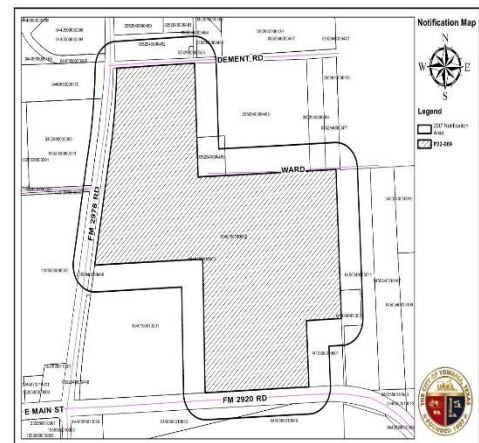
**CONTACT:** Jared Smith, City Planner

**PHONE:** (281) 290-1491

**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

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

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



**Planning & Zoning Commission  
Public Hearing:  
Monday, April 11, 2022 @ 6:00 PM**

**City Council Public Hearing:  
\*Monday, April 18, 2022 @ 6:00 PM**

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

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





# Public Comment Form

(Please type or use black ink)

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

Please return to:

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

Name:

(please print)

Address:

Signature:

Date:

Jim & Kelli Seber

11303 Pement Lane

Tomball TX 77375

Kelli Seber

4/1/2022

I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P22-069. (Please state reasons below)

☒ I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P22-069. (Please state reasons below)

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

Monday, April 11, 2022 @ 6:00 PM

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

Date, Location & Time of City Council meeting:

Monday, April 18, 2022 @ 6:00 PM

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

## COMMENTS:

Will lead to more traffic, people, safety issues and more noise. There is already housing going up on Persimmon road right around the corner.

You may also comment via email to [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



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(Please type or use black ink)

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

Please return to:

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

Name: Jim & Kelli Seber  
(please print)  
Address: 11303 Dement Lane  
Tomball TX 77375  
Signature: Kelli Seber  
Date: 4/11/2022

☐ I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P22-069. (Please state reasons below)

☒ I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P22-069. (Please state reasons below)

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# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 4/18/2022

#### Topic:

Consideration to award contract for bid number 2022-01R for the Roof Replacement for the Administrative Services Building to Parich Roofing & Construction, LLC for a total amount of \$105,900.00.

#### Background:

The need to have the roof at the Administrative Services Building replaced was recommended following a roof inspection completed in 2020. After working with contractors on different options, staff decided the best option was to replace the first layer of the current roof, which would extend the life by ten years and avoid the need for a full roof replacement at this time.

In an effort to obtain the most favorable pricing, sealed bids were solicited for the completion of the roofing project. Bid packets were available at the City Administration Building or could be electronically delivered by request. A total of 24 vendors received information on the bid specifications, of which five (5) qualifying bids were received.

Staff has negotiated with the lowest responsible bidder, Parich Roofing & Construction, LLC, to install a 60mil TPO over the entire roof surface for the total submitted bid amount of \$105,900.00. Staff does not anticipate any further change orders relating to this project.

**Origination:** Public Works Department

#### Recommendation:

Staff recommends awarding the contract to Parich Roofing & Construction, LLC in the amount of \$105,900.00.

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

#### FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: #100-157-6206 & 600-611-6206

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

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

Bid 2022-01R Roofing Replacement - Administrative Services Building		Bidder No. 1	Bidder No. 2	Bidder No. 3
Base Price Table		Parich Roofing Construction	Engineered Roofing Systems	B&C Constructors
Item	Description			
1	Remove existing aluminum coping cap and set aside to be reused	\$2,500.00	\$2,800.00	\$4,002.00
2	Installation of 1/2" HD cover board insulation over entire roof surface	\$20,000.00	\$46,831.41	\$40,602.00
3	Installation of 60mil TPO membrane over installed insulation. Heat weld all sides and end laps.	\$46,950.00	\$70,247.13	\$43,802.00
4	Installation of 45mil TPO membrane base flashing in a solid layer of TPO bonding adhesive, along perimeter parapet walls and curb mounted roof equipment	\$12,000.00	-	\$8,652.00
5	Removal of existing expansion joint flashing along the base of the upper roof wall section Installation of new foam backer rod along existing building transition Installation of 60mil TPO membrane base flashing over installed backer rod Reuse of existing wall counter flashing	\$8,000.00	\$3,000.00	\$5,602.00
6	Installation of new TPO T-Joint patches along membrane intersections	\$600.00	-	\$3,352.00
7	Installation of new TPO universal corners to all inside and outside corner details	\$600.00	-	\$3,750.00
8	Installation of new TPO cut edge sealant to all cut non-factory membrane edges	\$600.00	-	\$2,502.00
9	Installation of new TPO membrane pipe boots to all pipe penetrations	\$750.00	\$800.00	\$3,102.00
10	Installation of new TPO retrofit roof drain assemblies at existing roof drain details along upper roof section	\$2,000.00	\$1,000.00	\$5,302.00
11	Reuse the existing gutter and downspouts along the low sloped edge of the roof Clean existing gutter assembly and seal all gutter joints with new polyurethane sealant	\$1,250.00	\$800.00	\$3,002.00
12	Fabricate and install new 24-gauge TPO metal edge flashing along existing gutter edges. Strip in metal edge flashing flange into the installed TPO field membrane with new TPO cover-strip	\$3,700.00	-	\$4,702.00
13	Installation of new TPO walk pads around existing exhaust ventilator and roof access ladder landing	\$1,400.00	\$1,500.00	\$3,302.00
14	Reinstallation of original metal wall coping cap	\$2,500.00	\$2,900.00	\$4,952.00
15	Clean-up and disposal of all roofing related debris (roll off to be provided by City)	\$500.00	\$1,000.00	\$3,002.00
16	Cost for required Bonds (Performance Bond, Payment Bond, 2 year Maintenance Bond)	\$750.00	\$7,500.00	\$4,402.00
17	Cost for 20 year material warranty (for TPO)	\$1,800.00	\$3,096.00	-

<b>Total Bid</b>	<b>\$105,900.00</b>	<b>\$141,474.54</b>	<b>\$144,030.00</b>
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Bidder No. 4 K. Tillman Construction LLC	Bidder No. 5 L. Wallace Construction Co.
\$5,000.00	\$6,900.00
\$71,000.00	\$76,420.00
\$91,000.00	\$95,562.00
\$15,000.00	\$33,248.00
\$11,000.00	\$7,703.00
\$4,000.00	\$8,398.00
\$2,500.00	\$8,756.00
\$1,900.00	\$8,703.00
\$3,800.00	\$4,570.00
\$2,200.00	\$10,530.00
\$6,000.00	\$7,728.00
\$4,000.00	\$10,510.00
\$1,300.00	\$11,740.00
\$4,300.00	\$13,800.00
\$1,000.00	\$8,282.00
\$7,000.00	\$5,625.00
\$3,000.00	\$8,925.00

\$234,000.00	\$327,400.00
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