

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



**Monday, February 7, 2022  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, February 7, 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 FEBRUARY 7, 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: 892 0481 5078, Passcode: 308663. 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 Bill Haygood - Tomball United Methodist Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

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

E. Reports and Announcements

1. Announcements

I. February 18, 2022 – Last day to apply for Place on Ballot for the May 7, 2022 General City Election; 5:00 p.m.

II. February 22, 2022 – ***Sam Houston Trail Ride Reception*** – 11:00 a.m. at the Depot

III. March 19, 2022 – ***Tomball Honky Tonk Chili Challenge Festival*** at the Depot – 11:00 a.m.-6:00 p.m.

IV. Tomball Police Department Annual Data Capture Report – 2021 (SB 1074)

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

I. Katherine Dubose – Quarterly Investment Report for Period Ending December 31, 2021. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis. As of December 31, 2021, the City's cash and investment balances totaled \$59,856,602.

F. Approval of Minutes

1. Approve the Minutes of the January 17, 2022 Regular Tomball City Council Meeting

G. Old Business

1. Approve, on Second Reading, Resolution No. 2022-05-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Decatur Professional Development, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suites 262-265, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$6,600.00.

H. New Business

1. Approve request from the Tomball High School Athletic Booster Club for City support and in-kind services for the **3rd Annual Tomball Athletic Booster Crawfish Boil** in downtown Tomball on Saturday, April 30, 2022
2. Approve Application from Spring Creek County Historical Association for Grant from Hotel Occupancy Tax Funds in the amount of \$27,000 for Fiscal Year 2021-2022 Annual Operations
3. Approve and authorize City Manager to execute a Facility Use Agreement with the Tomball Farmer's Market
4. Consider approval of a Project Cost Sharing Agreement with LIT Interchange 249 Business Park, LLC for the design and engineering of an elevated storage tank
5. Approve Professional Services Agreement with Freese & Nichols, Inc. for E&P Project 2021-10053, Elevated Storage Tank for Lovett Industrial for \$499,000.00, and authorize the City Manager to execute
6. Adopt, on First Reading, Ordinance No. 2022-01, an Ordinance of the City of Tomball, Texas, Adopting an Amendment to the Original Budget of the City of Tomball, Texas for the Fiscal Year 2021-2022; Containing Findings; Providing for Severability; and Providing Other Details Relating to the Subject
7. Approve Resolution 2022-08, a Resolution of the City of Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District; Setting a Date for the Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto
8. Conduct a public hearing of the City Council of the City of Tomball to consider the advisability of the creation of a public improvement district to make certain improvements over certain property located within the City (TPID 12, Winfrey Estates).
9. Accept Resignation of Councilmember Lori Klein Quinn, Position 5
10. Approve Resolution No. 2022-09, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Special City Officer's Election, to be held in the City of Tomball on Saturday, May 7, 2022; Designating the Polling Places and Appointing Election Officials for such Election; Directing the Giving of

Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election

Resolución No. 2022-09, Una Resolución Y Orden Del Consejo Municipal De La Ciudad De Tomball, Texas, que ordena una Elección Especial De Funcionario Municipal, A celebrarse en la ciudad De Tomball el Sábado 7 de Mayo De 2022; que designa los lugares de votación y nombra los funcionarios Electorales para dicha Elección; que instruye la entrega del aviso de dicha elección; que designa la fecha para una elección de desempate en caso de ser necesaria; y que dispone los detalles relativos a la celebración de dicha Elección.

Nghi Quyết Số 2022-09, Hội Đồng Thành Phố Của Thành Phố Tomball, Texas Ban Hành Một Nghi Quyết Và Lệnh Tổ Chức Một Cuộc Bầu Cử Đặc Biệt Bầu Chon Viên Chức Thành Phố Tại Thành Phố Tomball Vào Thứ Bảy, Ngày 7 Tháng Năm, 2022; Quy Định Các Địa Điểm Phòng Phiếu Và Chỉ Định Các Viên Chức Bầu Cử Cho Cuộc Bầu Cử Đó; Chỉ Thị Về Việc Thông Báo Về Cuộc Bầu Cử Đó; Quy Định Ngày Tổ Chức Một Cuộc Bầu Cử Quyết Định Chung Cuộc Nếu Cần; Và Quy Định Các Chi Tiết Liên Quan Đến Việc Tổ Chức Cuộc Bầu Cử Đây

第2022-09號決議, TEXAS州TOMBALL市市議會決議及命令之內容包括: 於2022年5月7日(週六) 在TOMBALL市舉行本市官員特別選舉; 為上述選舉指定投票地點並任命選舉官員; 就發出本選舉之通知作出指示; 指定決選舉行日期(如果需要舉行決選); 以及就本選舉之舉行事宜作出具體規定。

11. Discussion, Possible Direction from Council regarding operating golf carts on City streets (HB 1281 [87R]), and Possible Action to Adopt, on First Reading, Ordinance No. 2022-03, an Ordinance of the City Council of the City of Tomball, Texas, Amending Chapter 44 of the Code of Ordinances of the City of Tomball “Traffic And Vehicles”, by Adding a New Article IX, “Regulation of Golf Carts”, that Provides Regulations for the Operation and Maintenance of Golf Carts within the City; Providing a Penalty; Providing for Severability; Providing for Publication; and Providing an Effective Date
12. Reject all bids received for bid number 2022-01, Roof Replacement for the Administrative Services Building
13. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Section 551.087 - Deliberation regarding Economic Development negotiations.
- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

14. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Project Hanks to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a 900,000 square foot distribution facility to be located at 14000 Boudreaux Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed \$580,864.00.

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 3rd day of February 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).





It's Rodeo time and the Sam Houston trail riders are headin' our way.

# HOWDY!

## GLAD Y\*ALL ARE BACK



### THE ANNUAL TRAIL RIDE RECEPTION

February 22

Historic Tomball Depot  
201 South Elm Street

High-noon 'til 2 p.m.

*There'll be free grub too!*



Call 281-351-5484  
for informati

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# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 7, 2022

**Topic:**

March 19, 2022 – *Tomball Honky Tonk Chili Challenge Festival* at the Depot – 11:00 a.m.-6:00 p.m.

**Background:**

**Origination:**

**Recommendation:**

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

Signed	<u>Doris Speer</u>	<u>12-27-2021</u>	Approved by	<u>_____</u>	<u>_____</u>
	Staff Member	Date		City Manager	Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: 02/07/2022

**Topic:**

Tomball Police Department Annual Data Capture Report – 2021 (SB 1074)

**Background:**

Senate Bill 1074, which prohibits the practice of racial profiling, went into effect in January 2002. Contact data is collected throughout the year, and submitted to Texas Commission on Law Enforcement (TCOLE) each January. This report is available to the public and anyone with questions or concerns related to Senate Bill 1074 should contact Chief Jeff Bert at 281-351-5451 or via website ([www.tomballtx.gov](http://www.tomballtx.gov)).

**Origination:** Tomball Police Department Annual Data Capture Report – 2021 (SB 1074)

**Recommendation:**

Accept 2021 Annual Contact Data Report

**Party(ies) responsible for placing this item on agenda:** Jeff Bert, Police Chief

**FUNDING (IF APPLICABLE)**

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

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

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

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

# **TOMBALL POLICE DEPARTMENT**

## **ANNUAL CONTACT DATA REPORT**



**2021**

**POLICE CONTACT DATA**



**PRESS RELEASE**  
**#012022**  
**TOMBALL POLICE DEPARTMENT**



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400 Fannin St, Tomball, Texas 77375  
(281) 351-5451 Fax: (281) 351-2615

**For Immediate Release**

Date: January 20, 2022  
Contact: Chief Jeff Bert  
Phone: (281) 351-5451, ext 1305

**"Citizen Input: Senate Bill 1074 - Racial Profiling"**

The 77th Texas Legislature enacted Senate Bill 1074, prohibiting the practice of racial profiling. This legislation went into effect in January of 2002, and in part requires law enforcement agencies to seek input from the community.

The Tomball Police Department has a long history of working in partnership with members of the community, and we continually strive to excel at our mission of delivering the highest quality police service to all in a fair and impartial manner. To that end, and as a means of assessing our effectiveness in policy development and employee training, we are always eager to receive public feedback regarding our service delivery.

Anyone with questions or concerns related to Senate Bill 1074 should contact Chief Jeff Bert, at 281-351-5451, ext.1305. General comments praising our officer's efforts or expressing concerns may be directed to any department supervisor in person, by telephone (281-351-5451), or via our website ([tomballtx.gov](http://tomballtx.gov)).

The Tomball Police Department is very proud of the relationship we enjoy with our community and we value your perspective, comments, and support.

## CHART I

### 2021 Activity

#### CITY OF TOMBALL DEMOGRAPHICS:

RACE	NUMBER	% OF TOTAL
BLACK	3,550	9.02%
ASIAN/PACIFIC ISLANDER	2,349	5.97%
WHITE	23,751	60.36%
HISPANIC/LATINO	9,555	24.28%
ALASKA NATIVE/AMERICAN INDIAN	146	0.37%
<b>TOTAL</b>	<b>39,351</b>	<b>100.00%</b>

*\*\* NUMBER OBTAINED FROM THE U.S. CENSUS 2020 DEMOGRAPHIC PROFILE DATA FOR 77375*

#### CONTACTS:

##### 1. CONTACTS BY GENDER:

Must equal total stops: 10799

SEX	CONTACTS	% OF TOTAL
MALE	6701	62.05%
FEMALE	4098	37.95%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

##### 2. CONTACTS BY RACE or ETHNICITY

Must equal total stops: 10799

RACE	CONTACTS	% OF TOTAL
BLACK	1659	<b>15.36%</b>
ASIAN/PACIFIC ISLANDER	269	<b>2.49%</b>
WHITE	5959	<b>55.18%</b>
HISPANIC/LATINO	2852	26.41%
ALASKA NATIVE/AMERICAN INDIAN	60	0.56%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

##### 3. ETHNICITY KNOWN BEFORE STOP?

Must equal total stops: 10799

ETHNICITY KNOWN BEFORE STOP?	NUMBER	% OF TOTAL
YES	21	0.19%
NO	10778	99.81%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

*\*\* CITATIONS COUNT OBTAINED FROM TOMBALL RACIAL PROFILING DATA AND TOMBALL MUNICIPAL*

**4. REASON FOR STOP:**

Must equal total stops: 10799

REASON FOR STOP	NUMBER	% OF TOTAL
VIOLATION OF LAW	105	0.97%
PRE-EXISTING KNOWLEDGE (I.E. WARRANT)	92	0.85%
MOVING TRAFFIC VIOLATION	7553	69.94%
VEHICLE TRAFFIC VIOLATION (EQUIPMENT, ETC.)	3049	28.23%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

**5. LOCATION OF STOP:**

Must equal total stops: 10799

STREET ADDRESS OR APX LOCATION OF STOP	NUMBER	% OF TOTAL
CITY STREET	9601	88.91%
US HIGHWAY	1	0.01%
STATE HIGHWAY	449	4.16%
COUNTY ROAD	747	6.92%
PRIVATE PROPERTY OR OTHER	1	0.01%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

**6. SEARCHES:**

Must equal total stops: 10799

SEARCH CONDUCTED	NUMBER	% OF TOTAL
YES	337	3.12%
NO	10462	96.88%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

**7. REASON FOR SEARCH:**

Must equal total searches conducted: 337

REASON FOR SEARCH	NUMBER	% OF TOTAL
CONSENT	88	26.11%
CONTRABAND/EVIDENCE IN PLAIN SIGHT	22	6.53%
PROBABLE CAUSE / REASONABLE SUSPICION	184	54.60%
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING	13	3.86%
INCIDENT TO ARREST	30	8.90%
<b>TOTAL</b>	<b>337</b>	<b>100.00%</b>

**8. CONTRABAND DISCOVERED:**

Must equal total searches conducted: 337

CONTRABAND DISCOVERED	NUMBER	% OF TOTAL
YES	181	53.71%
NO	156	46.29%
<b>TOTAL</b>	<b>337</b>	<b>100.00%</b>

**9. DESCRIPTION OF CONTRABAND DISCOVERED:**

Must equal total contraband discovered: 181

REASON FOR SEARCH	NUMBER	% OF TOTAL
ILLEGAL DRUGS / DRUG PARAPHERNALIA	131	72.38%
CURRENCY	0	0.00%
WEAPONS	6	3.31%
ALCOHOL	21	11.60%
PROPERTY STOLEN	0	0.00%
OTHER	23	12.71%
<b>TOTAL</b>	<b>181</b>	<b>100.00%</b>

**10. RESULT OF THE STOP:**

Must equal total stops: 10799

RESULT OF THE STOP	NUMBER	% OF TOTAL
VERBAL WARNING	8778	81.29%
WRITTEN WARNING	42	0.39%
CITATION	1650	15.28%
WRITTEN WARNING AND ARREST	16	0.15%
CITATION AND ARREST	30	0.28%
ARREST	283	2.62%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

**11. ARREST BASED ON:**

Must equal total arrests: 329

ARREST BASED ON	NUMBER	% OF TOTAL
VIOLATION OF PENAL CODE	273	82.98%
VIOLATION OF TRAFFIC LAW	12	3.65%
VIOLATION OF CITY ORDINANCE	0	0.00%
OUTSTANDING WARRANT	44	13.37%
<b>TOTAL</b>	<b>329</b>	<b>100.00%</b>

**12. PHYSICAL FORCE RESULTING IN BODILY INJURY:**

Must equal total stops: 10799

WAS PHYSICAL FORCE USED RESULTING IN BODILY INJURY DURING STOP?	NUMBER	% OF TOTAL
YES	2	0.02%
NO	10797	99.98%
<b>TOTAL</b>	<b>10799</b>	<b>100.00%</b>

**CHART II**  
**2021 ACTIVITY**

**SEARCHED:**

RACE	CONTACTS	% OF TOTAL
BLACK	85	25.22%
ASIAN/PACIFIC ISLANDER	2	0.59%
WHITE	184	54.60%
HISPANIC/LATINO	66	19.58%
ALASKA NATIVE/AMERICAN INDIAN	0	0.00%
<b>TOTAL</b>	<b>337</b>	<b>100.00%</b>

**SEARCHED COMPARISON:**

RACE	CONSENTUAL SEARCH		PC SEARCH	
BLACK	10	11.36%	69	37.50%
ASIAN/PACIFIC ISLANDER	-	0.00%	2	1.09%
WHITE	69	78.41%	72	39.13%
HISPANIC/LATINO	9	10.23%	41	22.28%
ALASKA NATIVE/AMERICAN INDIAN	0	0.00%	0	0.00%
<b>TOTAL</b>	<b>88</b>	<b>100.00%</b>	<b>184</b>	<b>100.00%</b>

*\*\*INFORMATION OBTAINED FROM TOMBALL RACIAL PROFILE DATA RECORDS. \*PC – PROBABLE CAUSE*

**ARRESTS AS A RESULT OF STOP:**

RACE	ARREST/RESULT OF STOP	% OF TOTAL
BLACK	55	16.72%
ASIAN/PACIFIC ISLANDER	1	0.30%
WHITE	171	51.98%
HISPANIC/LATINO	102	31.00%
ALASKA NATIVE/AMERICAN INDIAN	0	0.00%
<b>TOTAL</b>	<b>329</b>	<b>100.00%</b>



# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 7, 2022

**Topic:**

Katherine Dubose – Quarterly Investment Report for Period Ending December 31, 2021. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis. As of December 31, 2021, the City's cash and investment balances totaled \$59,856,602.

**Background:**

**Origination:**

**Recommendation:**

Party(ies) responsible for placing this item on agenda: Katherine Dubose, Finance Director

**FUNDING (IF APPLICABLE)**

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

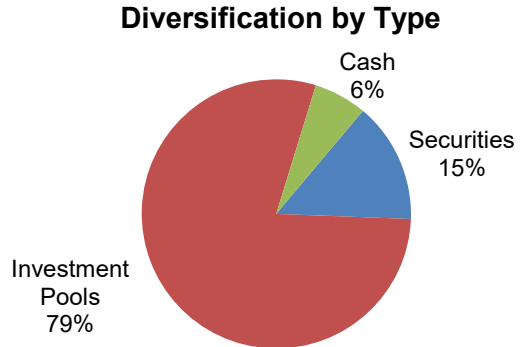
Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

Signed Doris Speer 2/2/2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

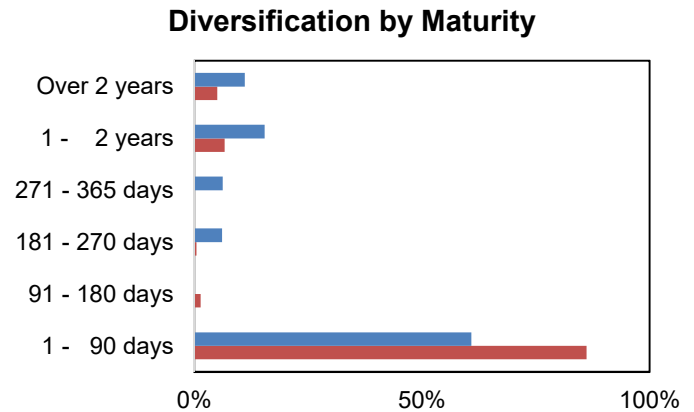
**CITY OF TOMBALL  
 QUARTERLY INVESTMENT REPORT  
 December 31, 2021**

	<b>Current Market Value</b>	<b>Percent Portfolio</b>
Securities	\$ 8,670,309	15%
Investment Pools	47,367,949	79%
Cash	3,818,344	6%
<b>Total Portfolio</b>	<b>\$ 59,856,602</b>	



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

	<b>Current Market Value</b>	<b>Percent Portfolio</b>
1 - 90 days	\$ 51,587,761	86%
91 - 180 days	866,074	1%
181 - 270 days	326,585	1%
271 - 365 days	-	0%
1 - 2 years	4,032,849	7%
Over 2 years	3,043,333	5%
<b>Total Portfolio</b>	<b>\$ 59,856,602</b>	



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

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

*K. D. [Signature]*

Finance Director

**CITY OF TOMBALL  
INVESTMENT PORTFOLIO SUMMARY  
ACTIVITY FOR QUARTER ENDING  
December 31, 2021**

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
<b>Beginning of period</b>	<b>\$ 8,907,619</b>	<b>\$ 8,762,105</b>	<b>98.37%</b>	<b>3.378%</b>	<b>0.09%</b>
Purchases	-	-			
Maturities/Calls	-	-			
Change in Value	-	(91,796)			
<b>End of period</b>	<b>\$ 8,907,619</b>	<b>\$ 8,670,309</b>	<b>97.34%</b>	<b>3.378%</b>	<b>0.39%</b>

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

Weighted average maturity of the portfolio at quarter end is the following number of days: 655

**CITY OF TOMBALL  
INVESTMENT PORTFOLIO  
AS OF DECEMBER 31, 2021**

	SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 12/31/21	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1	San Antonio TX Muni	796311CQ9	AA+	2/1/2022	5.000%	\$ 200,000	\$ 200,714	32	2.31%	1	N
2	Clear Creek TX ISD	1845403R1	AAA	2/15/2022	3.400%	200,000	200,754	46	2.32%	1	Y
3	Texas A&M Revenue	88213ADP7	AAA	5/15/2022	2.246%	860,000	866,074	135	9.99%	13	N
4	Univ of TX Build America	9151375J8	AAA	8/15/2022	3.675%	320,000	326,585	227	3.77%	9	Y
5	Alvin TX ISD	022447S98	AAA	2/15/2023	5.000%	370,000	389,548	411	4.49%	18	N
6	Lubbock TX	549188UK4	AA+	2/15/2023	2.520%	500,000	511,067	411	5.89%	24	N
7	Texas St Univ Sys Fing Revenue	88278PZR8	AA	3/15/2023	5.000%	210,000	222,029	439	2.56%	11	N
8	Texas A&M Revenue	88213AKA2	AAA	5/15/2023	2.349%	470,000	480,361	500	5.54%	28	N
9	Allen TX WTRWKS & SWR Revenue	018112SF0	AAA	6/1/2023	5.000%	400,000	426,443	517	4.92%	25	N
10	Grand Parkway Trans	38611TCV7	AA	10/1/2023	1.608%	445,000	450,105	639	5.19%	33	Y
11	Texas ST REF TXBL	8827235H8	AAA	10/1/2023	4.000%	570,000	602,071	639	6.94%	44	N
12	Austin TX Elec Utility	052414PE3	AA	11/15/2023	5.000%	875,000	951,225	684	10.97%	75	N
13	N Harris CNTY	65956NGL4	AA+	12/15/2023	5.000%	270,000	294,293	714	3.39%	24	N
14	San Antonio Elec & Gas Rev	7962532J0	AA-	2/1/2024	5.250%	255,000	280,523	762	3.24%	25	Y
15	Amarillo TX Tax NTS	023015J35	AAA	2/15/2024	2.000%	500,000	516,448	776	5.96%	46	N
16	Nueces Co TXBL REF Ser B	670386ST9	AA	2/15/2025	0.864%	500,000	494,037	1,142	5.70%	65	N
17	Wisconsin ST GF Annual A TXBL	977100GX8	AA	5/1/2025	1.899%	450,000	458,847	1,217	5.29%	64	Y
18	Federal Home Loan Bank	3130AMTK8	AAA	6/30/2025	1.000%	1,000,000	999,185	1,277	11.52%	147	Y
<b>TOTAL</b>					<b>3.378%</b>	<b>\$ 8,395,000</b>	<b>\$ 8,670,309</b>	<b>587</b>	<b>100.00%</b>	<b>655</b>	

# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 7, 2022

**Topic:**

Approve the Minutes of the January 17, 2022 Regular Tomball City Council Meeting

**Background:**

**Origination:** City Secretary

**Recommendation:**

Approve

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

**FUNDING (IF APPLICABLE)**

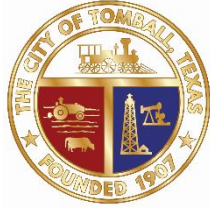
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	<u>Doris Speer</u>	<u>1-26-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

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



**Monday, January 17, 2022  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for January 17, 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 6:00 p.m.

**PRESENT**

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

**OTHERS PRESENT:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Director of Public Works – Adam Ballesteros  
Director of Community Development – Nathan Dietrich  
Finance Director – Katherine Dubose  
Police Chief – Jeff Bert  
Marketing Director – Mike Baxter  
Fire Chief – Joe Sykora  
IT Manager – Doug Tippey  
HR Director – Lisa Coe  
Assistant City Secretary – Tracylynn Garcia  
CSO-Administrative Assistant – Sasha Luna  
CSO-Administrative Assistant – Johnita Robinson  
Marketing & Communication Specialist – Gargi Bhowal  
Community Center Manager – Rosalie Dillon  
Municipal Court Judge – Brett Peabody  
Court Administrator – Maria Morris  
PW Senior Admin. Assistant – Lexi McMinn  
Senior Court Clerk – Inez Sanchez

Assistant Court Clerk – Carlos Vera  
Assistant Court Clerk – Fae Morris  
Assistant Court Clerk – Daniella Garcia

- B. Invocation - Led by Pastor James Clark – First Baptist Church
- C. Pledges to U.S. and Texas Flags - Led by Pack 72
- D. No Public Comments were received.
- F. Presentations
- Mayor Fagan and David Esquivel presented plaques to the 2021 Employees of the Year - ***Lexi McMinn and Carlos Vera***
- G. Reports and Announcements
1. Announcements
    - I. January 19, 2022 – First day to apply for Place on Ballot for the May 7, 2022 General City Election
    - II. February 18, 2022 – Last day to apply for Place on Ballot for the May 7, 2022 General City Election
    - III. March 19, 2022 – ***Tomball Honky Tonk Chili Challenge Festival*** at the Depot – 11:00 a.m.-6:00 p.m.
  2. Reports by City staff and members of council about items of community interest on which no action will be taken:
    - I. Doris Speer – City Secretary’s Office has received the ***“5 Star Exemplary Award”*** from Texas Department of Vital Statistics – (11 years)
- H. Approval of Minutes
1. Motion made by Council 2 Stoll, Seconded by Council 5 Klein Quinn, to approve the Minutes of the January 3, 2022 Regular Tomball City Council Meeting  
  
Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn  
  
Motion carried unanimously.

I. No Old Business Consent Agenda items were presented.

J. Old Business

1. Discussion was held regarding proposed projects and funding allocations for the American Rescue Plan and the Coronavirus Local Fiscal Recovery Fund.

No action necessary.

2. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Resolution No. 2022-03 - A Resolution of the City Council of the City of Tomball, Texas, authorizing the City Manager to act for the City in connection with the City's receipt and expenditure of grants from the American Rescue Plan and the Coronavirus Local Fiscal Recovery Fund and making other provisions related to the subject.

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

Motion carried unanimously.

K. No New Business Consent Agenda items were presented.

L. New Business

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Degges, to approve Resolution No. 2022-07, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Little League's Annual Opening Day Parade, to be held in Tomball on Saturday, March 5, 2022, and approve the request from Tomball Little League Parade Program for City Support and In-Kind Services for the ***Little League's Annual Opening Day Parade*** in downtown Tomball, on Saturday, March 5, 2022

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

Motion carried unanimously.

2. Jeff Bert presented an updated report on the City of Tomball Strategic Plan for FY 2020-2022.

No action necessary.



3. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the expenditure of \$1,766,231.20 to Aqua Metric for the replacement of water system meters and transmitters.

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

Voting Nay: Council 3 Degges

Motion carried, 4 votes Aye, 1 vote Nay.

4. Motion made by Council 2 Stoll, Seconded by Council 4 Townsend, Sr., to approve, on First Reading, Resolution No. 2022-05-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Decatur Professional Development, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suites 262-265, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$6,600.00.

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

Motion carried unanimously.

5. Executive Session: The City Council recessed at 7:05 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. 551.087 - Deliberation regarding Economic Development negotiations.
  - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session

Upon reconvening into session at 7:55 p.m., no action was taken.

- M. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 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.

Meeting adjourned at 7:56 p.m.

PASSED AND APPROVED this the 7<sup>th</sup> day of February 2022.

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Doris Speer  
City Secretary, TRMC, MMC

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Gretchen Fagan  
Mayor

# Regular City Council Agenda Item Data Sheet

Meeting Date: January 17, 2022

**Topic:**

Approve, on First Reading, Resolution No. 2022-05-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Decatur Professional Development, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suites 262-265, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$6,600.00.

**Background:**

On January 11, 2022, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Decatur Professional Development, LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

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

**Recommendation:** Approval of Resolution No. 2022-05-TEDC

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

# TOMBALL

ECONOMIC DEVELOPMENT CORP.

**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** January 17, 2022

**SUBJECT:** Decatur Professional Development, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Ken Hudspeth, General Manager of Decatur Professional Development, LLC, for funding assistance through the TEDC's Rental Incentive Program for a professional development firm.

Decatur Professional Development, LLC was established in 2003 and specializes in providing continuing education for licensed professional engineers offering online courses, webinars, and seminars.

The proposed location is an 800 square foot lease space located within the Bank of America building at 1431 Graham Drive.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$2,200.00. The proposed grant amount is \$6,600, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

# DECATUR | PROFESSIONAL DEVELOPMENT

December 15, 2021

Kelly Violette  
Executive Director  
Tomball Economic Development Council

Good afternoon,

Decatur Professional Development, LLC (DPD) is a Texas-based company founded in 2003 to offer licensed professional engineers online continuing education courses to meet their state's continuing education mandate.

In 2006, we expanded our offerings to include online seminars. The purchases of two competitors closed in 2016 as we acquired the website PDHcourses from Professional Development Options and a live seminar business, Professional Development Seminars. Headquarters for both businesses were moved here to Houston. More recently, we established NoonPi.com, a new concept in engineering continuing education.

Our home has been northwest Harris County since we opened, and we consider ourselves stable in the community. Our last move was necessitated when the building in which we were leasing was destroyed in the Tax Day Flood of 2016 due to a roof failure. The need to quickly find a new space caused us to rethink our needs and our space requirements.

In a similar fashion, the COVID pandemic has also caused us to creatively reimagine our business processes and needs. Our move to Tomball will allow us to handle our current staffing needs in a blended office-based / remote environment. Additionally, we will have the opportunity to add more floor space as our staff grows. Although we've not disclosed it on our application as we're still in the planning phases, our hope is to hire an additional two salespeople in the next twelve months. A location in Tomball is favorable since it will allow us to be within a short distance of several key potential clients.

We are funding the move through our current operations and are requesting assistance from Tomball EDC's Business Rental Incentive Program as a means to allow us to expand our Tomball operations and staff quickly.

We appreciate your consideration.

Sincerely,



Ken Hudspeth  
General Manager  
Decatur Professional Development, LLC.

**Decatur Professional Development, LLC**  
7915 Cypress Creek Parkway, Suite 130, Houston, TX 77070  
1-877-PDHengineer (1-877-734-3644)



**NEW BUSINESS RENTAL INCENTIVE PROGRAM**

**PART A –BUSINESS OWNER APPLICATION**

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

**Business Owner Applicant Information**

Name of Business: Decatur Professional Development, LLC dba PDHengineer.com

Current Business Physical Address: 7915 Cypress Creek Pkwy #130

City, State & Zip Houston, TX 77070

Mailing Address: (same)

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

Business Phone: 281 671-1615

Business Website: PDHengineer.com

Business Owner Name: Edward Brunet, Jr., P.E., Managing Director

Applicant's Name (if different): Ken Hudspeth

Position /Title: General Manager

Phone and Email: 832 776-2323 (mobile) or 281 671-1615 ken.hudspeth@PDHengineer.com

Nature of Business: Adult education: sale of continuing education products for professional engineers

Legal Form of Business

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

Days and Hours of Operation

Days Open: Mon through Fri

Hours Open: 8am - 5pm

Business Start/Opening Date February 1, 2022

## Employees

Full Time Employees (40 hours per week): 7

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

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

No  Yes  (please explain)

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## Moving and Space Improvement Cost and Funding Information

### Investment Data

Tenant Space Improvement (finish)	\$ <u>new remodel</u>
Landlord Space Improvement (finish)	\$ <u>new remodel</u>
Equipment and Display	\$ <u>3,000</u>
Product Stock (for Opening)	\$ <u>0</u>
Marketing (First Year)	\$ <u>105,000</u>

### Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>4,000</u>
Funds from other sources*	\$ <u>0</u>
Total estimated cost to move/expand	\$ <u>4,000</u>

\* Source of Funding and Amounts \_\_\_\_\_

## New Lease Property Information

Address of space to be leased: 1431 Graham Dr. Suites 262, 263, 264, 265, Tomball 77375

Total amount of square feet to be leased and occupied: 800 +/-

Term of lease (minimum 3 years): 3 years

Gross rental rate \$ 2200 per month \$ \_\_\_\_\_ per s.f.

Additional lease terms and other monthly charges: n/a

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Indicate any rate increases: n/a

**FINANCIAL NEED DEMONSTRATION:** Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

Both rental costs and relocation costs play into a business decision regarding relocation of an existing business. Many businesses will remain in a less-than-desirable location simply due to the cost of relocation. As a smaller business, we are likely more affected than larger business with deeper pockets.

We are at lease-end at the current location, which really no longer fits our needs. However, we had given serious consideration to remaining because of the high cost of relocation. Proudly, we were able to keep 100% of our employees working without cuts through the pandemic, and were able to stay current on all of our obligations. But, not without putting a strain on our reserves.

This program will allow us to relocate into a desirable area by assisting with easing the overall costs associated with a move.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

We are a professional services business with a clientele of above average incomes. Our employees are skilled professionals with either technical or marketing expertise. Decatur Professional Development (DPD) is a locally owned business and has been in operation since 2003 and has experienced continued growth in that time. Our primary market is online continuing education for licensed professional engineers. However, as a growth-minded entrepreneurial endeavor, in the last several years we have purchased a live seminar company as well as a competitor operating in North Carolina, moving that business here to Texas. Our most recent endeavor, now operational, matches continuing education for engineers with vendors of products used by those engineers.

In short, DPD is an innovative, stable business that will complement other businesses in the Tomball community.





NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

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

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

Property Address: 1431 Graham Drive, Tomball, TX 77375

Property Owner of Record: HERRINGTONS TWO LLC

Mailing Address: 3303 Canal

City, State & Zip Houston, TX 77003

Phone: 281 607 3600 Email: PETER@TQC-RE.COM

Name(s) of Authorized Signatories: Peter, Devin, Mark LICHTA

Name of Management Company: TPC Real Estate

Name of Representative/Contact Person: PETER LICHTA

Management Company Address: 3303 Canal

City, State & Zip Houston, TX 77003

Phone: 281 607 3600 Email: PETER@TPC-RE.COM

Name of proposed business at site: Decatur Professional Development LLC (PDI Engineers, DBA)

Name of business owner:

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

[Blank lines for explanation]

**SITE & LEASE INFORMATION**

Total amount of square feet to be leased and occupied by business: 800 s.f. with load factor

Term of lease: 3 years

Gross rental rate \$ 2,200 per month \$ \_\_\_\_\_ per s.f.

Additional lease terms and other monthly charges: \_\_\_\_\_

Indicate any rate increases: \_\_\_\_\_

Is the subject space currently vacant? Yes  No

If yes, how long has the space been vacant? 5+ <sup>years</sup> months

Name of previous tenant: unknown

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

**CERTIFICATIONS**

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

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

Other Properties: YES  NO  N/A

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

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

Other Properties: YES  NO  N/A

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

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

Other Properties: YES  NO  N/A

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

YES (Please explain on supplemental sheet)

NO

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

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

PETER LICATA

Printed Name of Property Owner/Landlord



Signature

12-3-21

Date

**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Decatur Professional Development, LLC** (the “Company”), 7915 Cypress Creek Parkway, Suite 130, Houston, TX 77070.

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to lease an 800 square foot existing office space located at 1431 Graham Drive, Suites 262, 263, 264, and 265, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company specializes in providing continuing education for licensed professional engineers offering online courses, webinars, and seminars; and

**WHEREAS**, the Company proposes to relocate seven (7) full-time jobs to Tomball in conjunction with the relocation; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first twelve (12) consecutive months of

operation not to exceed Six Thousand Six Hundred Dollars (\$6,600.00), in accordance with an established Rental Assistance Incentive; and

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

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

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the seven (7) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first twelve (12) consecutive months of operation not to exceed Six Thousand Six Hundred Dollars (\$6,600.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

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

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

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

7.

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

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

If to Company: Decatur Professional Development, LLC  
1431 Graham Drive, Suite 262  
Tomball TX 77375  
Attn: Ken Hudspeth, General Manager

8.

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

9.

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

10.

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

11.

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



IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”).

**DECATUR PROFESSIONAL DEVELOPMENT, LLC**

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

Name: Ken Hudspeth

Title: General Manager

ATTEST:

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

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

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

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

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2022, by Ken Hudspeth, General Manager of Decatur Professional Development, LLC, for and on behalf of said company.

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

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

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the \_11th\_ day of \_\_January\_\_ 2022, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

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

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

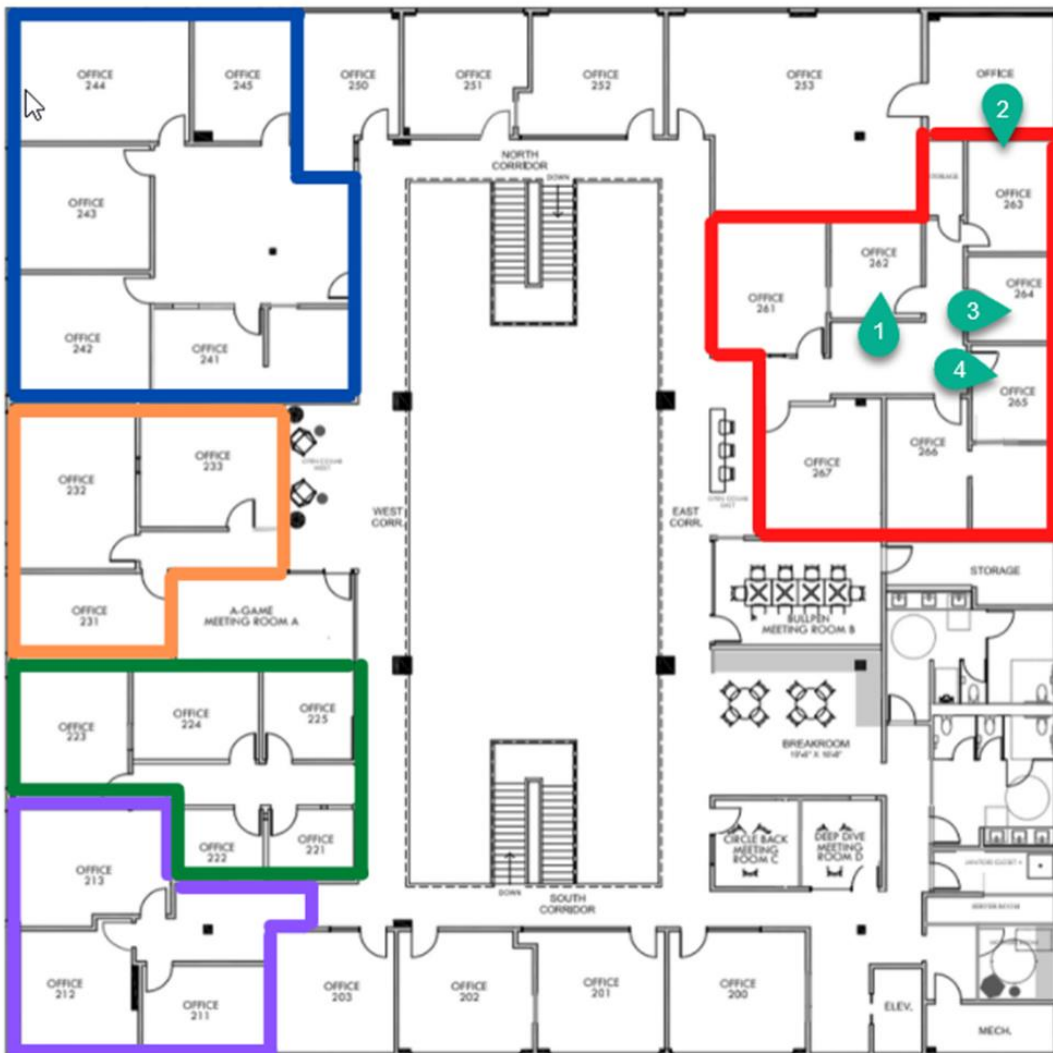
(SEAL)

**Exhibit "A"**

**Legal Description of Property**

Property Address: Headquarters Too, LLC Building, 1431 Graham Road, Suites 262, 263, 264, and 265, Tomball, TX 77375

Legal Description: A TRACT OR PARCEL CONTAINING 3.749 ACRES OR 163,311 SQUARE FEET OF LAND SITUATED IN THE J.M. HOOPER SURVEY, ABSTRACT NUMBER (NO.) 375 AND W. HURD SURVEY, ABSTRACT 378, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.7512 ACRE TRACT AS DESCRIBED IN DEED TO GRAHAM ROAD INVESTMENTS, LTD AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO V494896, WITH SAID 0.0000 ACRE TRACT BEING MORE PARTICULARLY COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD82):



**RESOLUTION NO. 2022-05-TEDC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION’S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND DECATUR PROFESSIONAL DEVELOPMENT, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Six Thousand and Six Hundred Dollars (\$6,600.00), found by the Board to be required or suitable to promote a new business development by Silver Accounting Group, LLC; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Six Thousand and Six Hundred Dollars (\$6,600.00), to Decatur Professional Development, LLC in accordance with an economic development agreement by and between the TEDC and Decatur Professional Development, LLC to promote and develop a new or expanded business enterprise, to be located at 1431 Graham Drive, Suites 262-265, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

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

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

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

ATTEST:

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

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 7, 2022

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#### **Topic:**

Consider a request from the Tomball High School Athletic Booster Club for City support and in-kind services for the *3<sup>rd</sup> Annual Tomball Athletic Booster Crawfish Boil* in downtown Tomball on Saturday, April 30, 2022.

#### **Background:**

The Tomball High School Athletic Booster Club is excited to announce the *Annual Tomball Athletic Booster Crawfish Boil* in downtown Tomball benefiting Tomball High School Athletics Scholarship Fund endowing the Sammy E. Lopez Memorial Scholarship. The event will feature a silent and live auction, crawfish, local craft brews, children's entertainment, and live music.

#### **In-Kind Services:**

The following in-kind services are requested in conjunction with this event:

- Use of electricity
- Waiver of rent for the Depot and Gazebo
- Street closure on Market, S. Elm and Walnut (street closure map included)

#### **Event Information:**

- Promotion: THS websites, Banner, Community Impact News, and Potpourri
- Food: There will be a meal to-go option
- Auctions: There will be online access to both the silent and live auction
- Attendees will be asked to bring own 10x10 tent and chairs and spread out in grass area

#### **Cost of the event:**

- Presell ticket sales: \$10 (tent)
- Walkup ticket sales: \$12

#### **Other Logistical Items:**

- Crawfish Catering: GoCrawdaddy.com
- Kids/Alternate meal: Grab-n-Go Tacos, Chicken Express
- Wine and Beer: Cisco's Catering or Main St (tentative)
- Music: Livestream via Facebook live provided by THS audio-visual department
- Silent Auction: 4 to 8 p.m., \$25-\$500 items, 40 to 50 items

- Live Auction: 7 p.m., \$500 and up, 15-20 items
- Maps is included
- 

**Sponsorships Available:**

- Sponsor levels 3500/2000/1000/500

**Origination:** Tomball High School Athletic Booster Club

**Recommendation:** N/A

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

Gargi Bhowal,  
Marketing and Communications  
Specialist

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Signed

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

Approved  
by

\_\_\_\_\_  
City Manager                      Date



## SPECIAL EVENT GUIDELINES & APPLICATION

### CITY OF TOMBALL, TEXAS

Effective Date: 6/8/2021

**INTRODUCTION:** Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the City of Tomball require prior approval and must meet certain requirements for consideration.

**PROCEDURES:** Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the City of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the City of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

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

Gargi Bhowal

401 Market Street

Tomball, Texas 77375

281-290-1036 | Email - [Gbhowal@tomballtx.gov](mailto:Gbhowal@tomballtx.gov)





# SPECIAL EVENT APPLICATION

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

An application to stage an event within the City of Tomball shall be filed with the Community Events Coordinator at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council.

Date: Jan, 11, 2022 Is this event Co-City sponsored? Yes  No

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

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

1. Event title: Tomball Athletic Booster Crawfish Boil 2022
2. Sponsoring entity: Tomball Athletic Booster Club
3. Is this organization based in Tomball: Yes  No
4. Is this organization *non-profit*  or *for-profit*  \*Attach 501 (c) (3) tax exemption if applicable
5. Contact: Chuck Hansen Phone: 713-49-7537
6. Contact address: \_\_\_\_\_
7. Contact email: Loxcei@gmail.com
8. Event date: April @0, 2022
9. Event times: Start 4pm Finish 8pm Set-up 1pm Breakdown 8-10pm
10. Is this event for charity? Yes  No
11. If yes, what charity? Tomball High School Athletic Booster Club Tax ID 90 0437538
12. If yes, what percentage of net proceeds will be donated to the charity? \_\_\_\_\_
13. On-site contact: Chuck Hansen Mobile Phone: 713-449-7537
14. Estimated number of attendees: 500-800
15. Detailed site map in attached: Yes  No
16. Is this event open to the public: Yes  No
17. Admission fee: \$ \_\_\_\_\_ Free
18. Time at which event staff will begin to arrive: Setup tents day before, 12-1pm day of
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.  
Initial CJH
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.  
Initial CJH
21. Name of insurance carrier: State Farm
22. Organization has secured date with the Public Works Dept. and has paid deposit. \_\_\_\_\_

Signature: \_\_\_\_\_

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



## Tomball High School Athletic Booster Club Crawfish Boil Scholarship Benefit

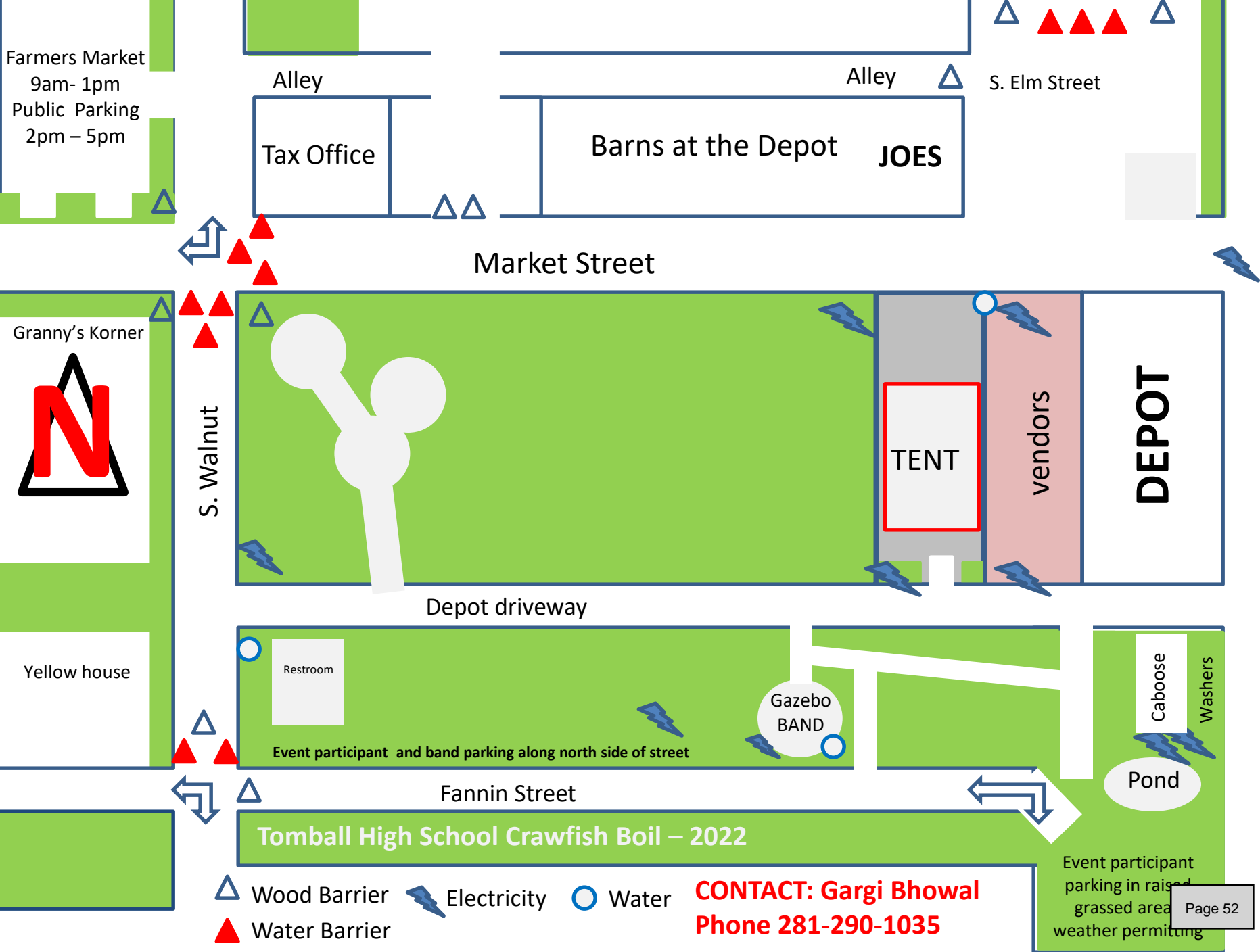
Time Date 4/20/22 4-8pm

- Promotion : THS websites , Banner, Impact, Potpourri
- Presell ticket sales : \$10 ( tent ) Website and student sales
- Walkup ticket sales \$ 12
- Meal to go option AND online access to both silent and live auction
- Attendees will be asked to bring own 10x10 tent and chairs and spread out in grass area

- Sponsor levels 3500/2000/1000/500
- Crawfish Catering :GoCrawdaddy.com
- Kids/Alternate meal : Grab-n-Go Tacos , Chicken Express
- Wine and Beer : Cisco’s Catering or Main St (tentative)
- Music : ??? / Livestream via Facebook live provided by THS audio- visual department
- Silent Auction 4-8pm :\$25-\$500 items – 40-50 items
- Live Auction 7pm : \$500 on up – 15-20 items
- Tents and tables : provided by ServePro / Tomball Rental



Tomball High School Athletic Booster Club is a proud member of the Chamber of Commerce



Insured: TOMBALL ATHLETIC BOOSTER CLUB  
Coverage: Not-For-Profit Organization Liability including Employment Practices Liability Coverage  
Client No.: 232961  
Policy No.: PS0000004178009  
Expiration Date: November 23, 2021

### Express Renewal Letter

The expiring policy noted above meets the criteria for our *Express Renewal* process.

We are offering to renew coverage based upon the terms outlined in the attached proposal subject to verification of the following (please mark one):

X No changes have been made in the organization structure, ownership and/or services provided by TOMBALL ATHLETIC BOOSTER CLUB .

\_\_\_\_\_ Changes have been made in the organization structure, ownership and/or services provided by TOMBALL ATHLETIC BOOSTER CLUB .

(If changes have been made in the organization structure, ownership and/or services performed please complete a renewal application.)

I accept the express renewal offered by State Farm Fire & Casualty at the expiring Limit of Liability, Retention/Deductible and payment plan. I acknowledge that the information provided in the last application submitted for issuance of the coverage to be renewed will be the basis of the renewal offer. I also agree that the answers and statements given in this letter are accurate and complete.

Signature: \_\_\_\_\_

(Must be signed by Chairperson of the organization, President or Executive Director)

Date Signed: 10/13/21

**State Farm**



**State Farm  
Specialty Products**

Telephone: (866) 737-6877  
Facsimile: (847) 572-6262

**RENEWAL PREMIUM PROPOSAL**

Page: 1

<b>Renewal of:</b> PS0000004178009	<b>Expiring on:</b> November 23, 2021
------------------------------------	---------------------------------------

<b>Delivered To:</b> Randal Reeves RANDAL REEVES STATE FARM AGENCY 7702 Louetta Rd Spring, TX 77379-7244	<b>Agent No.:</b> 536854	<b>Agent Fax No.:</b> (281) 376-2984
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<b>Proposed Insured:</b> TOMBALL ATHLETIC BOOSTER CLUB 30030 Quinn Road Tomball, TX 77375	<b>Client No.:</b> 232961
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<b>Program:</b> Not-For-Profit Organization Liability including Employment Practices Liability Coverage
<b>Coverage Type:</b> Claims Made
<b>Insurer:</b> State Farm Fire and Casualty Company

<b>Proposal Term:</b> This premium proposal is valid until the expiration date stated above, unless extended in writing by the Underwriter.
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Attached is our renewal premium proposal for your review and use in presenting renewal coverage options to the client.

In order to ensure that there is no lapse in coverage, please complete and return the attached Request to Bind form, prior to the expiration date. You may return this form to us via fax (847-572-6262), e-mail to [info@statefarmspecialty.com](mailto:info@statefarmspecialty.com) or U.S. Mail. Please do not collect premium for this policy, we will send an invoice directly to your client.

\*\*\* PLEASE REFER TO THE REQUIREMENTS ON PAGE 2 OF THIS PROPOSAL \*\*\*\*  
\*\*\* PLEASE REFER TO THE SPECIAL CONDITIONS ON PAGE 3 OF THIS PROPOSAL \*\*\*

Should you have any questions on the information provided in the premium proposal please do not hesitate to contact us.

We appreciate your continued support.

Steve Hawkins



**RENEWAL PREMIUM PROPOSAL**

**Proposal Option # 1 2021 Renewal**

	Limit of Liability in the Aggregate	Retention Each Claim	Premium
1	\$1,000,000	\$1,000	\$842

**Defense Costs:** Defense Costs Outside Limits

**Forms & Endorsements:**

PSNP1001TX(11/03)	Not-For-Profit Organization Liability Policy Including Employment Practices Liability Coverage
PS1039-01(01/15)	Certified Acts of Terrorism Endorsement
PS1041 (01/15)	Policyholder Disclosure Notice of Terrorism Insurance Coverage
PS1044 (02/21)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
PS1045 (02/21)	Trade Or Economic Sanctions
PSNP1026TX(11/03)	Texas Amendatory Endorsement

**Subject to our receipt & approval of the following requirements:**

- Not Applicable

**StateFarm**



**State Farm  
Specialty Products**

Telephone: (866) 737-6877  
Facsimile: (847) 572-6262

**RENEWAL PREMIUM PROPOSAL**

Page 3

**Special Conditions:**

Please fax back the **completed** Request To Bind form as soon as the client advises you to renew the policy. You do not need to collect any money to bind coverage. We will bill the client.

- Not Applicable

**Payment Options:** Annual, Semi-Annual, Quarterly  
(Confirm Desired Payment Option at Time of Binding)

Unless stated otherwise herein:

This premium proposal is subject to receipt of the additional information specified above, if any. No coverage is bound without State Farm Specialty Products' written confirmation.

In the event of cancellation or expiration of a Binder or Policy, the Insurer shall be entitled to an earned premium for the time in force at pro rata of the annual premium as charged by the Insurer.

Date: October 13, 2021

By: Steve Hawkins



# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 7, 2022

**Topic:**

Approve Application from Spring Creek County Historical Association for Grant from Hotel Occupancy Tax Funds in the amount of \$27,000 for Fiscal Year 2021-2022 Annual Operations

**Background:**

The Spring Creek County Historical Association submitted an Application for Use of Hotel Occupancy Tax for Fiscal Year 2021-2022 Annual Operations.

The Tourism Advisory Committee approved the application on Tuesday, January 25, 2022.

**Origination:** Spring Creek County Historical Association

**Recommendation:**

N/A

**Party(ies) responsible for placing this item on agenda:** Katherine DuBose, Finance Director

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 240-240-6359

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

**Signed:** Katherine DuBose 02/01/2022 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date



**CITY OF TOMBALL**  
**APPLICATION FOR USE OF HOTEL OCCUPANCY TAX**

Director of Finance  
City of Tomball  
501 James Street  
Tomball, TX. 77375

Applicant Organization: Spring Creek County Historical Association  
Organization Director: Mary McCoy  
Project for which funding is requested: Operations Activities  
Date of Event: Annual 2021-2022

Description of funding being requested:

- |  |          |
|--|----------|
| 1. Contractors Mowing and Accounting   | \$ 8,000 |
| 2. Fees and Advertising  | \$ 7,500 |
| 3. New roof on Oil Field Camp (OFC) house,<br>pump house and doctor's office | \$ 6,500 |
| 4. Daily Repair and Maintenance  | \$ 4,000 |
| 5. Construct slab for City Siren   | \$ 1,000 |

TOTAL \$ 27,000

Location: Tomball Museum Center 510 N. Pine Street

**GRANT AMOUNT:**

Amount Funded for FY 2020-2021	\$27,000
Amount Requested for FY 2021-2022	\$27,000
% Increase requested	0

**ORGANIZED BUDGET FOR 2021-2022**

	CITY FUNDS	OTHER FUNDS	TOTAL
PERSONNEL		\$18,000	\$18,000
UTILITIES		\$10,000	\$10,000
REPAIRS AND MAINTANENCE	\$11,500	\$9,500	\$21,000
ADVERTISING	\$2,800	\$2,000	\$4,800
FEES - Yearly Dry-wood Termite Inspections/ Insurance	\$4,700	\$7,500	\$12,200
MISCELLANEOUS EXPENSES		\$2,000	\$2,000
CONTRACTED SERVICES - MOWING & ACCOUNTING	\$8,000	\$2,000	\$10,000
TOTAL	\$27,000	\$51,000	\$78,000

**FUNDS FROM OTHER SOURCES**

**Other Investors/Contributors**

Corporate	\$ 2,000
Foundations	\$ 3,000
Royalties	\$ 2,500

**Fees**

Admissions (Wedding and Events)	\$ 13,000
Application (Tours and Donations)	\$ 10,000
Vendors (Photographers)	\$ 10,000

**Membership**

\$ 5,500

**Others (Memorials)**

\$ 5,000

Total \$ 51,000

*How many people do you expect will visit Tomball from out -of-town as a result of the project or event?*

**Due to Covid the Museum was closed to visitors last year. Since our reopening in May 2021, we have had visitors from 3 other countries and 6 other states and several counties in Texas. Based on the number of visitors we have had this fall, it appears that there is less concern with the effects of Covid. Therefore, we expect to return to our pre-Covid numbers.**

*Are attendees for the event or users of this project expected to stay overnight in Tomball hotels or motels?*

**While we do not specifically ask if they are staying in one of our motels, many appear to be individual families that have come to visit Tomball. We have placed Museum brochures in each of our local hotels/motels for their guests.**

*Organization Contact Name, Title, Address and Phone Number:*

**Henry Jay Reid  
President  
11102 Olde Mint House Lane  
Tomball, TX. 77375  
281-831-0738**

**Signature:**  \_\_\_\_\_

**Date:** Dec 15, 2021

## **NARRATIVE QUESTIONS**

1. *Describe the history and purpose of the organization*

**The function of the Spring Creek County Historical Association (Tomball Museum Center) is to preserve the history of Tomball and surrounding community for the present and future generations. The museum provides our tourist, local citizens, school children, church groups, senior citizens, Scouts and other organizations an opportunity to look back in time and see the history of Tomball through tours of our historical homes, businesses and other exhibits. Many school groups take our tours at no cost.**

**The future of the Museum depends on significant financial support from the city and donations. The majority of our buildings are over 100 years old and are in constant need of maintenance and repair.**

**The association came into being in the early 1960s. The Museum Center began with a donation of land from Judge Carlton followed by a gift from Ruth Griffen McCourt of a house built in 1860 by Eugene Pillot. Gradually more buildings were acquired: a 1901 historical church, 1900 country doctor's office, an outhouse, a smoke house, a one room school house, a log cabin, and a corn crib. We also had a portable sawmill donated by the Neidigk family and Henry Theis' 1869 farmhouse donated by the Theis family. In addition, we have one of the original Tomball Oil Field Camp houses built in 1933.**

**This collection of buildings with furniture and personal items of the times takes you back to the time when Tomball was founded.**

2. *Describe how any grant funds will be used.*

**While the majority of the funds will be used for repair and maintenance of our buildings, some of this money will be used to pay operational expenses.**

**The repair and maintenance items will include replacing the roofs on the OFC house, its pump house and the doctor's house,**

**repairing and painting the interior of the fellowship hall, tree trimming and general maintenance.**

**The operational expenses may include such things as: yearly termite maintenance fees, insurance, advertising expenses, brochures and interactive website development.**

3. *List the programs and activities for the grant year.*

**The Association's docents provide group and individual tours. Our group tours include senior citizens, school classes, Boy Scouts, family reunions and various organizations.**

**In addition, our yearly Candlelight Tour, held the second weekend in December, entertains many people in and outside our community. We station docents throughout our facilities to tell the tale of our forefathers.**

**We also host numerous weddings and other small events throughout the year.**

4. *Show evidence of growth in community support prior to the grant year.*

**Due to Covid, we have shown very little membership growth this past year. We are planning an aggressive campaign to renew old members and secure new members this year.**

**The Tomball Garden Club continues to maintain our flower beds, providing shrubbery and flowers around the facilities.**

5. *How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines.*

**Historical preservation is one of the major categories in which hotel/motel funds are eligible to be spent.**

6. *How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?*

**We are developing a new interactive website showing the beauty of our facilities and allowing our clients to book and pay online for scheduling Museum tours, photography time slots and showing available dates for wedding and other events. We have a Facebook page. We are also considering use of other social media.**

**<http://tomballmuseumcenter.com>**

**We also produce brochures which we place at the hotel/motel in Tomball, the Tomball Visitors Center and the Tomball Farmer's Market.**

7. *Explain the public benefits to the City of Tomball that will result from your organization's efforts.*

**As with the Tomball Railroad Depot, the history of Tomball and the surrounding area is essential in telling the story of who we are and the important history of Tomball. From our oldest building (mid 1800's) to the OFC house from the 1930's, our Tomball Museum Center takes visitors for a walk through a century of Tomball's history.**

8. *What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?*

**By advertising in our brochures and on-line, the Tomball Museum Center is inviting visitors to a unique opportunity to see the way families lived when Tomball was changing from a rural farming community, to an Oil Town, to the City it is today. People are always interested in how we lived in the past. We feel they enjoy the perspective the Museum offers. We see many first time visitors at the Museum and many of those visitors bring their friends and family back to visit our Museum the next time they come to Tomball.**

# **BYLAWS OF THE SPRING CREEK COUNTY HISTORICAL ASSOCIATION**

## **ARTICLE I – NAME**

Section 1 - The name of the organization shall be the SPRING CREEK COUNTY HISTORICAL ASSOCIATION, pursuant to its Articles of Incorporation by the State of Texas, dated April 17, 1964 (Charter No. 203367), and hereinafter referred to as “The Association”.

Section 2 - The principal place of business and general office shall be the Museum Center, located in Tomball, Texas.

## **ARTICLE II – PURPOSE**

Section 1 - Promotion of historical, cultural, and educational pursuits

Section 2 - Discovery, collection, and preservation of any and all articles, materials, documents, and other object which may establish or illustrate the history, growth, or population, culture, education, resources, trade, and daily life in the area of northern Harris County and contiguous areas

Section 3 - Maintenance of a museum center consisting of as many buildings as may be deemed expedient or necessary, consistent with resources of The Association; the collection, exhibition, and preservation of all such articles, property, and objects of historical value; and enlisting the interest and support of the people and institutions of the area in its historical background and its cultural ideals

Section 4 - To accept, receive, and acquire funds, stocks, securities, and property by donations, bequests, and devices, or otherwise; hold, invest, reinvest, convert, exchange, lease, sell, transfer, mortgage, pledge, and dispose of any and all fund, stocks, securities, and properties so received or acquired for the purpose of construction, providing, operation, and maintaining said museum; and to do all acts, exercise all power, and assume all obligations necessary or incident thereto under and in accordance with provisions of the Texas Non-Profit Corporation Act.

Section 5 - The Corporation shall have no capital stock and shall be a 501 C(3) non-profit corporation.

## **ARTICLE III – MEMBERSHIP**

Section 1 - Membership in The Association shall be available to all persons and shall bear the following classifications and financial requirements:

Rev. 2014

### **2**

- (a) Individual Member dues shall be \$25.00 annually.
- (b) Family Membership dues shall be \$35.00
- (c) Life Member dues shall be a single payment of \$250.00.



(d) Corporate Member dues shall a single payment of \$100.00 annually.

(c) Corporate Life Member dues shall be a single payment of \$1,000.00

Section 2 - All dues shall be due and payable at the April meeting of each year. A membership shall be delinquent after August 1st.

Section 3 - Each adult member shall be extended voting privileges.

#### **ARTICLE IV – ORGANIZATION**

Section 1 - The policies and affairs of The Association shall be determined and directed by a Board of Trustees (hereinafter referred to as the “Board”) consisting of twelve (12) members. These members shall be elected to serve based on a rotation system of three (3) years. Each year four (4) members shall be elected at a General Membership Meeting of The Association held at a date set by the Board. Any candidate for election shall have been a member for a minimum period of one (1) year before being eligible for election. A nominating committee consisting of three (3) members in good standing shall submit a slate of candidates. Any additional nominations must be submitted in writing to the Nominating Committee chairperson two (2) weeks prior to the General Meeting. The Nominating Committee must certify all candidates. Voting in an election may be made in person by ballot or by absentee ballot. Any member desiring to vote absentee should arrange to obtain an absentee ballot from The Association office and return it in the pre-addressed envelope provided. All absentee ballots must be received by midnight (12:00PM) on the Friday prior to the General Membership Meeting and Election. Ballots will determine the election by simple majority or by acclamation.

Section 2 - Officers of The Association shall be elected from the Board at the General Membership Meeting following the Board’s election. The officers shall be President, Vice-President, Secretary, and Treasurer.

Section 3 - New trustees will commence duties in May upon election.

Section 4 - Interim vacancies occurring on the Board shall be filled for the unexpired term by appointment by the Board. Any trustee absent from three (3) consecutive meetings, except for reasons that are beyond his/her control, shall be deemed to have forfeited his/her position and shall be replaced by appointment by the Board to fill the unexpired term.

Rev. 2014

**3**

Section 5 - Special meetings of the Board may be called into session by the President or upon the request of three (3) members of the Board.

#### **ARTICLE V - EXECUTIVE DIRECTOR**

Section 1 - The Board shall appoint an Executive Director (hereinafter referred to as “Director”) from among persons who may have applied for such position or someone nominated by a member of The Association. The Director shall be responsible to the Board for the day-to-

day operations of The Association and its committees; and for the recruitment, organization, training, and assignment of docents and for promoting and conducting the overall docent programs.

Section 2 - The Board shall outline the specific duties of The Director and establish compensation for the Director consistent with the requirements of the position and the financial ability of The Association. The Director shall be appointed for a term of one (1) year, which after an annual review by the Board, may receive a further extension of service dependent on that review.

Section 3 - The Director shall attend all meetings of the Association, Board Meetings, as well as all major activities of the Museum, but shall not be entitled to vote in meetings of the Board.

### **ARTICLE VI - MEETINGS**

Section 1 - Regular general membership meetings of The Association shall be announced in the Newsletter. Election of the Board shall take place at a general meeting. Meetings shall be held to conduct the business of The Association.

Section 2 - Determination of a majority:

- (a) A majority of members present shall constitute a quorum for a General Membership Meeting of The Association.
- (b) A majority of Board members shall constitute a quorum for a meeting of the Board.

### **ARTICLE VII - NOMINATING PROCESS**

In January, the President shall appoint a nominating committee to select candidates for positions on the Board of Trustees. The slate of candidates shall be selected in time to appear in the April Newsletter. The slate of candidates shall be presented at a general meeting determined by the Board.

### **ARTICLE VIII - DUTIES AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES**

Rev. 2014

**4**

The Trustees shall be responsible for the formulation and implementation of policies, standards, conditions, and operation of the Association and Museum, and the Director shall execute such policies in the operation of the Museum.

The Trustees shall:

- (a) Establish the basic policies
- (b) Adhere to the Bylaws

- (c) Employ and discharge the Director, as well as set duties and salary
- (d) Purchase, acquire, sell, or dispose of major properties of the Museum, subject to the approval of the General Membership of The Association
- (d) 9f) Preserve the Museum's properties and collection
- (e) Maintain The Association's financial integrity
- (f) Approve an annual budget
- (g) Support and attend the functions of The Association

## **ARTICLE IX - DUTIES OF OFFICERS**

### **1. PRESIDENT OF THE BOARD OF TRUSTEES AND THE ASSOCIATION**

- (a)** Shall be the chief executive officer of The Association and shall be responsible for overall implementation of policies, standards, conditions and operations with the advice and consent of the Board of Trustees
- (b)** Shall preside at all of the g of the Board of Trustees and the General Membership meetings of The Association
- (c)** Shall serve ex-officio on all committees
- (d)** Shall appoint chairmen of committees
- (e)** Shall sign all documents of The Association and perform such other duties as are usually considered appropriate to the office of President
- (f)** Shall be able to sign checks for disbursements of The Association's funds as approved by the Board

### **2. VICE-PRESIDENT OF THE BOARD OF TRUSTEES AND ASSOCIATION**

- (a) Shall in the absence of the President of the Board perform the functions and duties of that office, and in the event of a vacancy, assume the office of President of the Board and The Association until the next regular election for officers of the Board of and The Association
- (b) May also be appointed to serve on committees

**3. SECRETARY OF THE BOARD OF TRUSTEES AND THE ASSOCIATION**

- (a) Shall record and certify all Minutes of all meetings of the Board and The Association
- (b) Shall make available copies of the Minutes of the previous meetings of the General Membership Meetings and the Board Meetings
- (c) Shall notify the Board of approaching meetings
- (d) Shall conduct official correspondence and sign all official documents, resolutions, and papers of The Association together with the President of the Board

**4. TREASURER OF THE BOARD OF TRUSTEES AND THE ASSOCIATION**

- (a) Shall act as custodian of all funds of The Association, sign checks, and make disbursements as approved by the Board with the exception that items of a routine nature will not require such approval
- (b) Shall keep and maintain, or cause to be kept and maintained, books reflecting an accurate record of transactions and the financial condition of the Association and to furnish regular written reports to The Association at the beginning of each Board of Trustee Meeting
- (c) Shall submit the records for financial review

- (d) Shall allocate monies for the activities of The Association in accordance with the Annual Budget
- (e) Shall be responsible for seeing that non-routine expenditures in excess of \$500.00 have prior approval of the Board

## **ARTICLE X - DUTIES AND RESPONSIBILITIES OF THE EXECUTIVE DIRECTOR**

Rev. 2014

### **6**

The Director shall:

- (a) Operate the Museum according to policies determined by the Board
- (b) Initiate and approve exhibitions and programs
- (c) The Director shall handle the routine expenditures as allowed by a budget approved by the Board. Non-routine and non-recurring items shall require final approval of the Board before a purchase contract is completed.
- (d) Initiate publicity for the Museum
- (e) Publish a regular newsletter

## **ARTICLE XI – COMMITTEES AND CHAIRMEN**

As needed, Committees and chairmen shall be appointed by the President of the Board from the membership of The Association.

## **ARTICLE XII – AMENDMENT**

These Bylaws may be amended by an affirmative vote of a two-thirds (2/3) majority of the members present at any regular or special meeting of The Association at which a

quorum is present. No amendment shall be made unless a formal notice of the proposed amendment has been presented at a previous meeting.

### **ARTICLE XIII – PARLIAMENTARY AUTHORITY**

Roberts' Rule of Order (Revised) shall govern in all cases to which they are applicable and in which they are not inconsistent with the Constitution and Bylaws of The Association.

### **ARTICLE XIV – DISSOLUTION OF ASSETS**

The Spring Creek County Historical Association upon dissolution will transfer its assets to the State of Texas or to a charitable, religious, educational, or other similar organization that is qualified as a charitable organization under Section 501 C(3) of the Internal Revenue Code.

Rev. 2014

# City Council Meeting Agenda Item Data Sheet

Meeting Date: 02/07/2022

**Topic:**

Approve and authorize City Manager to execute a Facility Use Agreement with the Tomball Farmer’s Market.

**Background:**

The Tomball Farmer’s Market (TFM) has an annual agreement for the use of city property at 205 W. Main Street. The Tomball Farmer’s Market is an independent contractor that operates a farmers market on Saturdays and in this agreement have added 3 evening markets. The terms of the agreement are the same as last year with additional clarifications for the additional 3 evening markets. The evening markets provide for alternate dates for the farmers market vendors to conduct business in place of the Saturdays that are taken by the Sister Cities events (German Festival and German Christmas Market) and an evening during the National Night out.

Staff recommends approval of the agreement.

**Origination:** City Admin

**Recommendation:**

Staff recommends approval

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member Date

Approved by David Esquivel 02/02/2022  
City Manager Date

**FACILITY USE AGREEMENT BETWEEN THE CITY OF TOMBALL  
AND THE TOMBALL FARMERS MARKET**

This Facility Use Agreement is made and entered into this 7th day of February 2022, by and between the City of Tomball (City) and the Tomball Farmers Market (TFM), a Texas nonprofit corporation.

WHEREAS, the City is the owner of the City Parking Lot, located at 205-W Main Street, Tomball, Texas as referenced in Exhibit A; and

WHEREAS, the City and the TFM agree that the TFM is an independent contractor with respect to the services provided pursuant to this agreement, nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto; and

WHEREAS, it is in the City's and the public's interest to allow TFM to use the City Parking Lot property, referenced as the "Site", for operation of the Tomball Farmers Market, subject to the terms specified within this Agreement;

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. Premises:**

The City hereby agrees to allow TFM to use the Site, graphically depicted on Exhibit "A", a copy of which is attached and incorporated by this reference, for the sole purpose of operating a farmers market upon the following terms and conditions.

**2. Term:**

For planning purposes, this Agreement shall be deemed in full force and effect as of the date of execution. The use permitted under this Agreement shall be on the dates and times specified herein. This Agreement may be renewed for additional one-year terms upon written, mutual agreement between the City and TFM..

**3. Use:**

TFM shall use said Premises for the sole purpose of operating a farmers market. All other uses are expressly prohibited without the prior written consent of the City Manager.

Parking for vendors will be located at 105-A Cherry Street, as designated by TFM, in order to provide adequate parking for customers.



Products to be sold at the farmers market include, but are not limited to, fresh farm, organic and local products; processed farm, organic and local foods; baked goods and grain products; artisan/craft products; trees or plants; and distribution of educational and free informational or promotional items.

#### **4. Improvements and Alterations:**

TFM shall make no alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from the City Manager or his designee.

#### **5. Rental Fees:**

In executing this Agreement, the parties expressly agree and affirm that the use permitted herein is without charge.

#### **6. Dates and Hours of Operation:**

Regular Farmers Market:

The TFM shall have use of the Site beginning January 30, 2022 and continuing through December 31, 2022; thereafter, the TFM shall have use of the Site beginning January 1 and ending December 31 of each year, with the exception of the dates for the two Tomball Sister City German Festivals, during which time the City owned property will be unavailable for use by the TFM. Such use shall be open for business hours between 9:00 a.m. and 1:00 p.m. on Saturdays. Times may be adjusted by TFM as needed with written notification to the City. See Amendment added January 11, 2022.

- Market season is expected to begin in January and continue through December of each year.
- General. The City agrees the Site shall be available two (2) hours prior to the times established above for set-up purposes. The TFM agrees to clean up and vacate the Site no later than two (2) hours after the stated time of the market as referenced previously.

Sunset Market:

TFM shall have use of the Site for a Sunset Farmers Market 3 times per year during the months in March & December of each year each due to the occurrence of the Tomball German Festival.

- A third additional Sunset Market may be held in cooperation with Texas National Night Out which occurs the first Tuesday in October every year and is subject to the same hours of operations and guidelines within this contract. Times may be adjusted by TFM as needed with written notification to the City and with the City's approval.

Use of the Site can not interfere with Set-up or take down for the Tomball German Festival during which time the City owned property will be unavailable for use by the TFM. Such use for TFM Sunset Markets shall be open for business hours between 4:00 p.m. and 7:00 p.m. on (1) Wednesday Evening during the months of March and December (unless there is a scheduling problem, and the Tomball German Festival convenes during a different month.)

The addition of 3 additional Sunset Markets is subject to the adhering to the guidelines in this contract. Times may be adjusted by TFM as needed with written notification to the City and with approval by the City.

- General. The City agrees the Site shall be available two (2) hours prior to the times established above for set-up purposes. The TFM agrees to clean up and vacate the Site no later than two (2) hours after the stated time of the market as referenced previously.
- TFM is responsible for ensuring they are in compliance with all federal, state, and local laws, ordinances and regulations applicable to operating a farmers market for the above-mentioned Sunset Markets.
- Provide all necessary labor, materials, equipment and supplies to run the farmers market safely. Including but not limited to the rental and placement of 2 Tower lights on Site (when applicable) and at least 2 officers on duty for the duration for each of the special sunset farmers markets.
- TFM must provide and place barricades and caution tape to secure the Site for the Sunset farmers market no later than 6:00 a.m. the day of each Sunset Farmers Market.

## **7. Duties of the TFM:**

- The TFM agrees to include in its vendor guidelines and market promotion that the farmers' market will adhere to the City's policy of no smoking in city parks and public facilities.
- The TFM agrees to give local farmers priority in taking part in the farmers market.
- The TFM is responsible for obtaining all permits, certificates and licenses necessary to operate a farmers market.
- The TFM is responsible for all operation and management duties, including but not limited to:
  - Setting up and closing the market, putting up signs and banners.
  - Removing trash and debris.
  - Managing the number of vendors and their stall positions.
  - Collecting fees, ensuring vendors are in compliance with necessary business liability insurance, permits and licensing as required by federal, state and local entities.

- Provide all necessary labor, materials, equipment and supplies to run the farmers market safely.
- Resolve issues such as prices, stall locations, eligible foods/products, etc.
- Complying with all federal, state, and local laws, ordinances and regulations applicable to operating a farmers market.
- Enforcing guidelines and marketing the Tomball Farmers Market.

The TFM understands that this agreement and the terms described above solely cover the use of the Site for the specified days for the farmers market. Any additional uses of the Site may be subject to rental fees.

**8. Indemnification/Hold Harmless:**

TFM shall defend, indemnify and hold harmless the City of Tomball, its officers, officials, employees and volunteers from and against any and all claims, injuries, damages, suits including reasonable attorneys' fees, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Site facility or premises or from any activity, work or thing done, permitted, or suffered by User in or about the facility or premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Tomball.

**9. Insurance:**

The TFM shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Site facility or premises. The TFM shall provide a certificate of insurance evidencing:

- General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the TFM's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- The insurance policy shall contain, or be endorsed to contain that the TFM's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the TFM's insurance and not contribute with it.
- The TFM shall provide a certificate of insurance evidencing the required insurance before using the facility or premises.

**10. Assignment:**

This agreement may not be assigned or transferred without the written approval of the City.

## **11. Discrimination Prohibited:**

In all services or activities and all hiring or employment made possible by or resulting from this Agreement, there shall be no discrimination against any employee or applicant for participation in the farmers market operation because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, in the selection and retention of employees or procurement of materials or supplies. TFM shall observe and fully comply with any and all applicable federal, state, or local law or regulations regarding non-discrimination.

Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part of the Agreement by the City, and may result in ineligibility for further City agreements. The TFM will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

## **12. Compliance with All Laws and Regulations:**

In using the Premises TFM will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The TFM specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from the City, and further agrees that the City of Tomball does not waive this section by giving notice of demand for compliance in any instance.

The TFM further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not,

- (a) Lawfully admitted for permanent residence to the United States.
- (b) Authorized by law to be employed in that manner in the United States.

## **13. Non-Waiver:**

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

## **14. Captions:**

The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

**15. Notice:**

Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified in a subsequent written directive:

City of Tomball  
David Esquivel, City Manager  
401 Market Street Tomball TX 77375

Tomball Farmers Market  
Amanda Kelly, Market Manager  
14090 FM 2920 Suite G163 Tomball TX 77377

**16. Termination:**

Either party to this agreement may, after thirty days written notice to the other, may terminate the agreement.

The City may suspend or terminate the Agreement due to emergency circumstances as defined by the City at its sole discretion.

The City may suspend any farmers market(s) due to the need to access City-owned property for other uses with fourteen (14) days written notice to the TFM.

**17. Governing Law:**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas. Venue for any claims that might flow from this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

**18. Severability:**

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**20. Agreement:**

By signing below the City of Tomball and the Tomball Farmers Market understand and concur to this Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the City of Tomball and the TFM. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the City of Tomball and the TFM have executed this Agreement the date and year indicated:

**CITY OF TOMBALL**

\_\_\_\_\_  
David Esquivel, Tomball, City Manager

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

**TOMBALL FARMERS MARKET**

\_\_\_\_\_  
Amanda Kelly, TFM Market Manager

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

# Exhibit A



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 7, 2022

#### Topic:

Consider approval of a Project Cost Sharing Agreement with LIT Interchange 249 Business Park, LLC for the design and engineering of an elevated storage tank.

#### Background:

As agreed upon in the Development and Utility Agreements for the Lovett Industrial development, the City will construct a 1.0 million gallon elevated storage tank (EST) and approximately 500 linear feet of 16-inch water line to connect the existing 12-inch line near the site location.

As part of the Utility Agreement, the Lovett Industrial has agreed to fund fifty-percent (50%) of the elevated storage tank project and its associated expenses, including materials, construction, installation engineering design, geotechnical testing, third-party and special inspections, materials testing, and other related piping and necessary equipment items associated with the completion of the tank project.

This Project Cost Sharing Agreement outlines the process through which the City will be reimbursed by the developer for the costs related to the elevated storage tank.

**Origination:** City Manager's Office

#### Recommendation:

Staff recommends approval of the Project Cost Sharing Agreement.

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

#### FUNDING (IF APPLICABLE)

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

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

If no, funds will be transferred from account: # Part of Budget \_\_\_\_\_ To Account: #  
Amendment \_\_\_\_\_

**Signed:** Jessica Rogers, ACM 2/2/2022 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date



PROJECT COST SHARING AGREEMENT FOR ELEVATED STORAGE TANK

THIS PROJECT COST SHARING AGREEMENT FOR ELEVATED STORAGE TANK (the "Cost Agreement") is made and entered into as of the \_\_\_\_ day of February, 2022, by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation and home-rule city located in Harris County, Texas, and LIT INTERCHANGE 249 BUSINESS PARK, LLC (the "Owner")

WITNESSETH:

WHEREAS, the City and the Owner entered into that certain Utility Agreement (the "Utility Agreement") dated December 6, 2021, to provide for, among other things, the funding of the design, construction, testing, inspection, and other necessary equipment costs for an elevated storage tank (not to exceed storage of 1.0-million gallons) and an 16-inch water line, all as shown on the attached **Exhibit A** (the "Project"), within the boundaries of the Owner's property, in a mutually agreed upon location; and

WHEREAS, the City will manage the Project and expects to enter into an engineering design and a construction contract for the Project;

WHEREAS, as provided for in the Utility Agreement, the Owner has agreed to fund fifty-percent (50%) of the Project and its associated expenses (the "Project Cost") including: materials, construction, installation engineering design, geotechnical testing, third party and special inspections, materials testing, and other necessary equipment items associated with the completion of the Project.

NOW, THEREFORE, THE CITY AND OWNER CONTRACT AND AGREE AS FOLLOWS:

Section 1. Project Manager.

The parties hereby agree that the City shall enter into the contract(s) for the construction, installation, engineering design, geotechnical testing, special inspections, and materials testing for the Project. In consideration for the same, the Owner hereby agrees to pay to the City fifty-percent (50%) of the actual Project Costs of such contracts, as provided for below.

Section 2. Project Site Dedication.

Owner agrees to convey to City a tract of property of similar size and location, with sufficient ingress and egress to the site as reasonably agreed to between the parties for the City, as shown on the attached **Exhibit B**, (the "Project Site") to construct, operate, and maintain the Project. The conveyance shall provide that, in the event that the City does not commence the Project within twenty-four (24) months of the effective date of this Agreement, all property rights in the Project Site shall immediately and without further required action revert to Owner or Owner's successors, as may be applicable.

### Section 3. Project Engineering Design.

The City will or has entered into a contract for engineering design of the Project. The City agrees that the engineering design will include reasonable and adequate fencing around all ground-mounted equipment to preserve the aesthetics of the surrounding development. The City will send to the Owner each approved engineering invoice, together with any reasonable backup documentation, submitted by the Engineer to the City. Invoices are due to the Owner on the 25th day of each month, and payment is due and payable thirty (30) calendar days thereafter. The Owner agrees to deposit with the City an amount equal to fifty-percent (50%) of each approved invoice presented by the City in accord with such schedule.

### Section 4. Project Construction Contracts.

Upon approval by all agencies with jurisdiction of the plans and specifications for the Project, the City shall proceed with due diligence to advertise and take bids for construction of the Project. Not later than ten (10) business days the receipt of construction Project bids, the City shall provide written notice to the Owner, including a tabulation of all bid results, and specifying the identified contractor and the contract price. The City shall award a contract for the Project in accord with all laws applicable to the City; provided, however, that if the bid results in a potential contract price of greater than 125% of the original cost estimate shown in **Exhibit C**, the City agrees to reject all bids, re-advertise and take additional bids for construction of the Project.

### Section 5. Other Related Contracts and Expenses

The City may also enter contracts or expend funds for additional goods and services to complete the Project, provided that the total Project Costs do not exceed 125% of the estimated Project Costs shown in Exhibit C. Not later than ten (10) business days the receipt of Project bids or quotes, the City shall provide written notice to the Owner, including a tabulation of all bid results or quotes, and specifying the identified contractor or vendor and the contract, service, or commodity price.

### Section 6. Project Pay Applications, Change Orders, Quantity Increases, Final Cost.

Each pay application, change order or quantity increase shall be presented to the Owner simultaneous to the City for review and approval. The Owner shall have ten (10) business days to review and approve/object to such pay application, change order or quantity increase. After such ten (10) business day period, any pay application, change order or quantity increase shall be deemed approved if no objection is received. The City agrees to negotiate in good faith based on sound engineering principals in regard to any Owner objections to a pay application, change order or quantity increase. Pay applications are due to the Owner on the twenty-fifth (25<sup>th</sup>) day of

each month, and payment is due and payable thirty (30) calendar days thereafter. The Owner agrees to deposit with the City an amount equal to fifty-percent (50%) of each approved pay application in accord with such schedule.

In the event that there is a change order(s) approved by the City and the Owner in accordance with the construction that results in a net increase in the total Costs, each of the Owner and the City shall be responsible for fifty-percent (50%) of the amount of the net increase to the Project Cost.

In the event that there is a change order(s) or quantity changes approved by the City and the Owner that results in a net decrease in the Project Cost, the City shall, within sixty (60) days of final acceptance of the Project, reimburse to the Owner any funds in excess of fifty-percent (50%) of the final Project Cost that have been previously paid by the Owner to the City.

For all additional Project Costs related to additional services or goods to complete the Project, the City will provide the Owner invoices for costs no later than thirty (30) days after the expenditure is made. The Owner shall have thirty (30) days from the 25<sup>th</sup> date of each month that an invoice is presented to provide the City payment in the amount equal to fifty percent (50%) of the cost of the invoice.

#### Section 7. Project Reimbursement.

The parties acknowledge and agree that the Owner's share of funding of the Costs will be an eligible "Project Cost" subject to future reimbursement from proceeds of the City of Tomball – Tax Increment Reinvestment Zone No. 3 – Tax Increment Revenue Fund (the "Fund"), as will be more fully provided for by separate agreement instrument and in the Development Agreement recorded in Harris County Clerk's File No. RP-2022-52099.

#### Section 8. Project Ownership and Maintenance.

The parties shall each benefit from the construction and installation of the Project; provided, however, that as between the parties, it is expressly agreed that the City shall be the owner and operator of the Project and shall retain legal title thereto. Moreover, the City shall be responsible at its sole cost and expense for all maintenance, repair, and rehabilitation associated with the Project subsequent to completion and acceptance of the same under this Agreement.

#### Section 9. Project Modifications.

Unless specifically modified or amended hereunder, the terms and conditions of Utility Agreement shall remain in full force and effect.

#### Section 10. Project Conflict.

To the extent there is any conflict between this agreement and the terms and conditions of the Utility Agreement or any amendments thereto, the terms and conditions of this agreement shall control and supersede.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**OWNER:**

**LIT INTERCHANGE 249 BUSINESS PARK, LLC**, a Delaware limited liability company

By: Interchange 249 Business Park, LP,  
a Texas limited partnership, its operating member

By: Interchange 249 Business Park GP, LLC, a  
Texas limited liability company, its general  
partner

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

**CITY:**

**THE CITY OF TOMBALL, TEXAS**

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Mayor  
Gretchen Fagan

ATTEST/SEAL:

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City Secretary  
Doris Speer

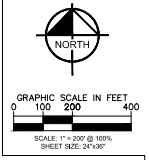
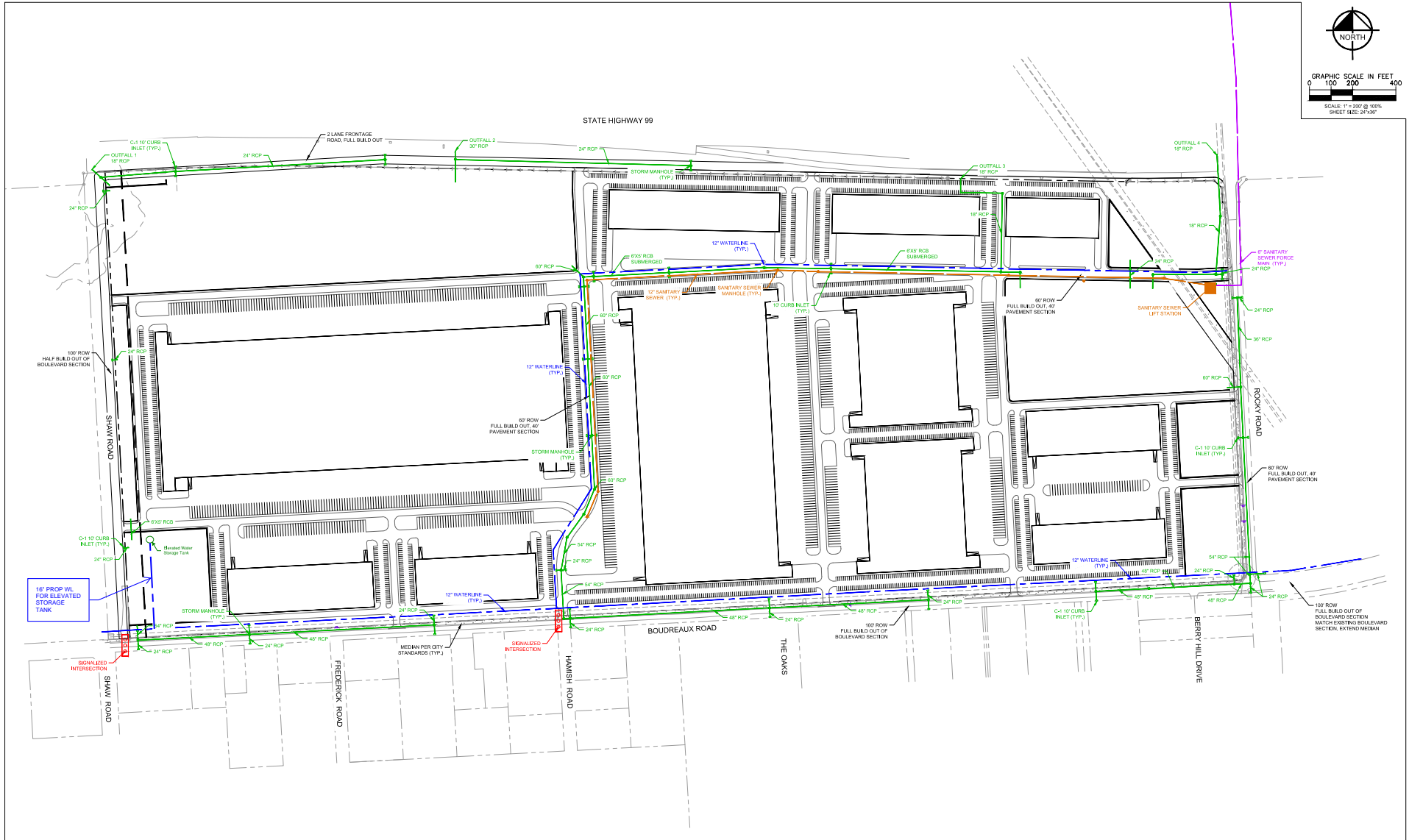
Exhibits:

Exhibit A- Project Description

Exhibit B- Approximate Project Site

Exhibit C- Project Cost Estimate

# EXHIBIT A



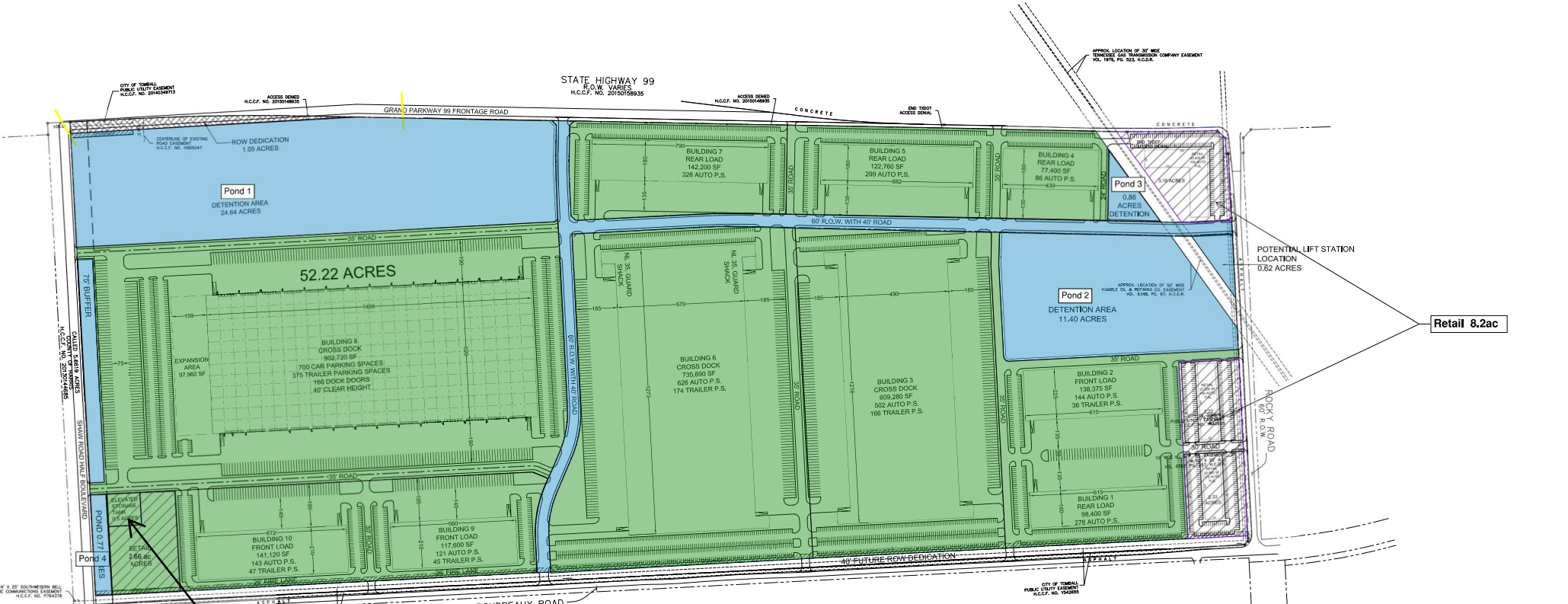
LOVETT TOMBALL INDUSTRIAL UTILITY EXHIBIT  
09/13/2021



**EXHIBIT B**

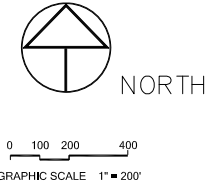
**249\_GP LOGISTICS PARK PROJECT**

- Light Industrial 188ac
- Retail 8.2ac
- Road, detention, public facilities 43ac
- Total 240 ac**



**APPROXIMATE LOCATION OF ELEVATED STORAGE TANK PROPERTY**

**TOTAL BUILDING AREA : 3,176,105 SF**  
**TOTAL INDUSTRIAL BUILDING AREA : 3,085,545 SF**  
**TOTAL RETAIL BUILDING AREA : 90,560 SF**



# City of Tomball



Opinion of Probable Construction Cost\*

September 3, 2021

*\*Planning Level Cost in 2021 Dollars*

**Project Name:** 1.0 MG Elevated Storage Tank and 16-Inch Water Line

**Project Description:**

This project includes the construction of a new 1.0 MG elevated storage tank and 16-inch water line between the Lovett Development and the existing 12-inch water line.

**Project Drivers:**

The elevated storage tank and 16-inch line are sized to help meet fire flow demands at the Lovett Industrial Development.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1.0 MG Elevated Storage Tank	1	LS	\$ 4,250,000	\$ 4,250,000
2	16" WL & Appurtenances	500	LF	\$ 200	\$ 100,000
<b>SUBTOTAL:</b>					<b>\$ 4,350,000</b>
CONTINGENCY				30%	\$ 1,305,000
<b>SUBTOTAL:</b>					<b>\$ 5,655,000</b>
ENG/SURVEY				20%	\$ 1,131,000
<b>SUBTOTAL:</b>					<b>\$ 6,786,000</b>
<b>Estimated Project Total:</b>					<b>\$ 6,786,000</b>



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: Feb. 7, 2022

**Topic:**

Approve a Professional Services Agreement with Freese & Nichols, Inc. for E&P Project 2021-10053, Elevated Storage Tank for Lovett Industrial for \$499,000.00, and authorize the City Manager to execute.

**Background:**

As agreed upon in the Development Agreement for the Lovett Industrial development, the City will construct a 1.0 million gallon elevated storage tank (EST) and approximately 500 linear feet of 16-inch water line to connect the existing 12-inch line near the site location.

Based on the design needed, staff is proposing to enter into a Professional Services Agreement with Freese & Nichols to design, bid, and manage the construction phase services for the elevated tank and water line extension.

As part of the Development Agreement, Lovett Industrial will fund 50% of the cost of the design and construction of the tank, including the costs associated with this Agreement.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approval of the Professional Services Agreement with Freese & Nichols for \$499,000.00 for the design of the Elevated Storage Tank and 16-inch water line and authorizing the City Manager to execute the Agreement.

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Coordinator

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: X If yes, specify Account Number: #730-731-6409

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

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

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Tomball, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Southside Elevated Storage Tank.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Four Hundred Ninety-Four Thousand Four Hundred Dollars, \$499,000.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

**Freese and Nichols, Inc.**

By: Richard Weatherly

Richard Weatherly, Vice President

Print Name and Title

Date: 12/14/21

ATTEST: [Signature]

**City of Tomball**

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

Print Name and Title

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

ATTEST: \_\_\_\_\_

**SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT****PROJECT UNDERSTANDING**

The City of Tomball (City) is planning to construct a 1.0 MG Elevated Storage Tank (EST) in the Lovett Industrial Development site. Freese and Nichols, Inc. (FNI) will provide design, bid, and construction phase services for this elevated tank. The EST will include approximately 500 LF of 16-inch water line to connect the EST to the existing 12-inch water line.

**ARTICLE I**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

A. **DESIGN PHASE:** FNI shall provide professional services in this phase as follows:

1. Project Management

- a. Plan and participate in a PROJECT kick-off meeting with CITY to confirm PROJECT scope, team, lines of communication, and schedule;
- b. Develop a work plan and PROJECT task schedule;
- c. Prepare and provide monthly progress/status reports to the CITY sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and shall include a summary of work performed in the past 30 days, work to be performed in the next 30 days, and project milestones;
- d. Review existing materials and reports, including those obtained from the CITY. The data reviewed will be used in the development of the PROJECT documents, and will include but not be limited to the following:
  - i. Preliminary design reports;
  - ii. CITY standard details, specifications, and design manuals and guidelines;
  - iii. Property ownership and tax plat information;
  - iv. Existing survey data;
  - v. Existing water, wastewater, storm drainage, and paving record drawings;
- e. Contact and coordinate with franchise utility companies to inform them of the PROJECT, update record information, coordinate survey and base mapping information, identify possible conflicts, and establish critical issues for design, PROJECT schedule, and construction. Note areas for potential conflict of lines to be resolved during surveying and design;
- f. Perform project management duties including sub-consultant management and coordination; and

2. Hydraulic Modeling for EST
  - a. Update Existing Demands and Projections – FNI will evaluate recent development data provided by the CITY. Development added to the system will be added to the existing water system model scenario. FNI will update future demand projections for the 5-year and Buildout planning periods. Utilizing selected design criteria and land use assumptions, FNI will update projected average day, maximum day, and peak hour demands for 5-year and Buildout planning periods.
  - b. Evaluate TCEQ Capacity Requirements Compliance – FNI will evaluate the water system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze well production capacity, pumping capacity, elevated storage capacity, and total storage capacity to determine if any deficiencies exist.
  - c. Technical Memorandum – Develop a technical memorandum that summarizes the assumptions, analysis, and conclusions of the hydraulic analysis. Deliver one (1) electronic searchable PDF copy of the draft memorandum. Based on the CITY’s review comments, FNI will revise the draft memorandum and deliver one (1) electronic searchable PDF copy and five (5) hard copies of the final technical memorandum.
3. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (if surveys are to be furnished, they are Special Services, pursuant to Article II, or Additional Services, pursuant to Article III).
4. Provide final layout, elevation, details, and specifications for the proposed elevated storage tank, showing tank and pedestal, inlet and outlet lines, drains, overflow, interior and yard piping, access ladders, valves, man-ways, logos, access roadway, fencing, landscaping, irrigation, and site drainage. Provide adequate detail to enable the tank manufacturer to prepare final design and shop drawings for the tank foundation and complete tank. Tank is assumed to be a composite tank with a concrete pedestal and steel bowl. Additionally, the design will include approximately 500 LF of water line to connect to the existing distribution system.
5. Electrical Design including:
  - a. Electrical and instrumentation for the tank.
  - b. Design with pole mounted lights to illuminate tank logo – assuming there is enough room at the site to accommodate this. If it is determined there is not enough room a lighting study and/or an alternate tank logo lighting design will be an additional service.
  - c. Coordination with the Local Electric and Water Utility and one visit to the site to meet with the local utility.
  - d. Coordination with the City and/or City’s SCADA Integrator on the City’s SCADA system.
6. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.
7. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project. Submit to the Federal Aviation Administration (FAA) for permitting and to verify if any special restrictions are required for the tank.

8. Permitting - FNI will prepare a Texas Commission on Environmental Quality (TCEQ) compliance letter and submit required plans and documentation in accordance with the requirements of TAC Chapter 290 to permit the project.
  9. Prepare revised opinion of probable construction cost at each design submittal.
  10. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
  11. Provide design submittals at 50%, 90% and 100% design milestones.
  12. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Client.
- B. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Client, FNI shall provide professional services in this phase as follows:
1. Assist Client in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.
  2. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
  3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
  4. Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
  5. At Client request, FNI will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Client. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
  6. Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
  7. Assist Client in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these

documents by the construction contractor. Provide Client with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.

8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

- D. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Client and contractor. Submit (insert frequency; i.e. monthly, bi-monthly, quarterly, etc.) reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the

amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

5. Make 15 visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.
6. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Client and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where cost to Client is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Client are an additional service. Substitutions of materials or equipment or design modifications requested by the Client are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Client on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Client if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.

12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

## ARTICLE II

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Special Inspection Services

FNI will provide the following critical inspections associated with the elevated tank construction:

- a. Tank reinforced concrete foundation, which may be a spread footing or drilled piers. Up to twelve (12) inspection visits;
- b. Tank reinforced concrete pedestal wall. Up to twenty-four (24) inspection visits;
- c. Tank steel welding inspections. Up to sixteen (16) inspection visits;
- d. Tank coating inspections. Up to sixteen (16) inspection visits;
- e. Tank site work inspections. Up to five (5) inspection visits;
- f. Tank electrical work inspections. Up to five (5) inspection visits;

2. Geotechnical Investigation

- a. Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- b. Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- c. As requested, drill, log, and sample four exploratory borings at the site. Three borings will be located along the perimeter of the EST and will be drilled to a depth of about 50 feet below ground surface (bgs), and one boring will be located near the center of the EST and will be drilled to a depth of about 75 feet bgs. The borings will be drilled using an all-terrain vehicle (ATV)-mounted drill rig.
- d. Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- e. Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, strength testing, and consolidation testing.
- f. Prepare a geotechnical report presenting the results of our evaluation. The report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:
  - i. Description of work scope, laboratory, and field procedures;
  - ii. Maps and boring plans;
  - iii. Boring logs and laboratory test results;
  - iv. Subsurface soil and groundwater conditions;
  - v. Earthwork considerations;
  - vi. Excavation characteristics of onsite soils;
  - vii. Potential for re-use of onsite soils;
  - viii. Subgrade preparation measures;
  - ix. Suitable foundation types; and
  - x. Allowable bearing pressures and estimated settlements.



3. Materials Testing

A budget will be set for materials testing for site paving and water line backfill. The testing for the EST foundation, pedestal, and welding will be performed at the tank manufacturers expense.

ARTICLE III

**ADDITIONAL SERVICES:** Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Relocating EST site based on changes to development.
2. Design related to the size and installation of onsite detention, it is assumed this will be included in the larger development.
3. Generator backup power design.
4. Security items such as Surveillance and Access Control.

ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as follows:

- 50% Design - 150 days after Notice to Proceed
- 90% Design – 60 days after receipt of City comments on 60% Submittal
- 100% Design – 45 days after receipt of City comments on 90% Submittal

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

**RESPONSIBILITIES OF CLIENT:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article V.

**ARTICLE VI**

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

City's Designated Representative – Beth Jones, PE  
501 James St,  
Tomball, TX 77375  
281-290-1466  
BJones@tomballtx.gov

City's Accounting Representative –

FNI's Designated Representative – Jared Barber, PE  
11200 Broadway St., Suite 2320  
Pearland, TX 77584  
832-456-4745  
Jared.Barber@freese.com

FNI's Accounting Representative – Kristina Isaac  
10497 Town and Country Way, Suite 500  
Houston, Texas 77024  
Telephone No.: 713-600-6860  
E-mail: Kristina.Isaac@freese.com

City of Tomball Southside Elevated Storage Tank Summary of Fee by Task	
<b>Basic Services</b>	
Design Phase	\$ 240,000
Bid Phase	\$ 16,000
Construction Phase	\$ 84,000
<b>Basic Services Subtotal</b>	<b>\$ 340,000</b>
<b>Special Services</b>	
Special Inspections	\$ 101,000
Geotechnical Investigation	\$ 25,000
Materials Testing	\$ 33,000
<b>Special Services Subtotal</b>	<b>\$ 159,000</b>
<b>Project Total</b>	<b>\$ 499,000</b>

**TERMS AND CONDITIONS OF AGREEMENT**

1. **DEFINITIONS:** The term City as used herein refers to the City of Tomball, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Work required by the Agreement by altering, adding to and/or deducting from the Work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to City certificates of insurance which shall contain the following minimum coverage:

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>	
General Aggregate	\$2,000,000	Per State Statute	
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>	
CSL	\$1,000,000	\$3,000,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the City upon payment of FNI's fees for services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the

Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect City against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If City designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to City and in acceptance of the services as satisfactory by the City. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 7, 2022

**Topic:**

Adopt, on First Reading, Ordinance No. 2022-01, an Ordinance of the City of Tomball, Texas, Adopting Amendment Number 1 to the Original Budget of the City of Tomball, Texas for the Fiscal Year 2021-2022.

**Background:**

Ordinance No. 2022-01, adopting Amendment Number 1 to the Original Budget for the Fiscal Year 2021-2022, is presented for Council consideration and adoption.

The amounts included in Exhibit A represent amendments to the Fiscal Year 2021-2022 Original Budget for the following items:

- Water meters for new development
- Gas meters for new development
- Replacement of existing water meters
- Elevated storage tank for Lovett Industrial, including reimbursement
- Dispatch Telex System

**Origination:** City Staff

**Recommendation:**

Adopt, on First Reading, Ordinance No. 2022-01, adopting Amendment Number 1 to the Original Budget for the Fiscal Year 2021-2022.

**Party(ies) responsible for placing this item on agenda:** Katherine DuBose, Finance Director

**FUNDING (IF APPLICABLE)**

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

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

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

**Signed:** Katherine DuBose 02/01/2022 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**ORDINANCE NO. 2022-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ADOPTING AN AMENDMENT TO THE ORIGINAL BUDGET OF THE CITY OF TOMBALL, TEXAS, FOR THE FISCAL YEAR 2021-2022; CONTAINING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER DETAILS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, the City of Tomball, Texas, Budget for the Fiscal Year 2021-2022 was adopted within the time and in the manner required by State law; and

WHEREAS, the City Council hereby finds and determines that it is necessary to amend to said Budget; now, therefore,

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

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

**Section 2.** The City of Tomball, Texas, Fiscal Year 2021-2022 Budget is hereby amended to make the changes reflected on the attached Amendment attached to this Ordinance as Exhibit “A” and made a part hereof for all purposes. This **Amendment to the Original Budget of the City of Tomball, Texas, For The Fiscal Year-2022** shall be attached to and made a part of the Original Budget by the City Secretary and filed as required by State law.

**Section 3.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the



omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF FEBRUARY 2022.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF FEBRUARY 2022.

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

\_\_\_\_\_  
GRETCHEN FAGAN, MAYOR  
City of Tomball

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary  
City of Tomball

**EXHIBIT A**

**Fiscal Year 2021-2022  
Budget Amendment Number 1**

<b>GENERAL FUND</b>	<b>FY 2021-2022 Total Budget</b>	<b>2/7/2022 Amendment</b>	<b>Amended Budget</b>
<b>Revenues:</b>			
Contributions	\$ 748,000	\$ -	\$ 748,000
Fines and Warrants	350,000	-	350,000
Franchise Taxes	1,050,000	-	1,050,000
Interest	7,500	-	7,500
Other Revenue	102,650	-	102,650
Permits & Licenses	1,542,500	-	1,542,500
Property Taxes	3,545,000	-	3,545,000
Sales Taxes	12,590,000	-	12,590,000
Services	3,294,866	-	3,294,866
Enterprise Transfers In	2,668,418	-	2,668,418
<b>Total Revenues</b>	<b>\$ 25,898,934</b>	<b>\$ -</b>	<b>\$ 25,898,934</b>
<b>Expenditures:</b>			
Administrative	\$ 412,819	\$ -	\$ 412,819
Building Permits and Inspections	428,629	-	428,629
Mayor and Council	85,660	-	85,660
City Secretary	465,410	-	465,410
Human Resources	478,811	-	478,811
Finance	858,438	-	858,438
Information Systems	875,121	-	875,121
Legal	140,000	-	140,000
Non-Departmental	1,182,838	-	1,182,838
Police	7,014,095	173,098	7,187,193
Municipal Court	472,245	-	472,245
Community Center	179,317	-	179,317
Fire	3,296,789	-	3,296,789
Emergency Management	21,800	-	21,800
ESD #15 Station 5	1,057,919	-	1,057,919
Public Works Administration	90,666	-	90,666
Garage	194,219	-	194,219
Parks	760,865	-	760,865
Streets	1,571,329	-	1,571,329
Sanitation	1,815,200	-	1,815,200
Engineering and Planning	578,974	-	578,974
Facilities Maintenance	852,957	-	852,957
Transfer Out to Hotel Occupancy	126,000	-	126,000
Transfer Out to Health Insurance	2,600,581	-	2,600,581
<b>Total Expenditures</b>	<b>\$ 25,560,682</b>	<b>\$ 173,098</b>	<b>\$ 25,733,780</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 338,252</b>	<b>\$ (173,098)</b>	<b>\$ 165,154</b>

EXHIBIT A

Fiscal Year 2021-2022  
Budget Amendment Number 1

<b>CAPITAL PROJECTS FUND</b>	<b>FY 2021-2022 Total Budget</b>	<b>2/7/2022 Amendment</b>	<b>Amended Budget</b>
<b>Revenues:</b>			
Transfers from General Fund	\$ 430,000	\$ -	\$ 430,000
Transfers from Enterprise Fund	595,000	-	595,000
Other Revenue Sources	-	249,500	249,500
<b>Total Revenues</b>	<b>\$ 1,025,000</b>	<b>\$ 249,500</b>	<b>\$ 1,274,500</b>
<b>Expenditures:</b>			
Capital Outlay - General Fund	\$ 4,073,556	\$ -	\$ 4,073,556
Capital Outlay - Enterprise Fund	605,917	499,000	1,104,917
<b>Total Expenditures</b>	<b>\$ 4,679,473</b>	<b>\$ 499,000</b>	<b>\$ 5,178,473</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (3,654,473)</b>	<b>\$ (249,500)</b>	<b>\$ (3,903,973)</b>

**EXHIBIT A**

**Fiscal Year 2021-2022  
Budget Amendment Number 1**

<b>ENTERPRISE FUND</b>	<b>FY 2021-2022 Total Budget</b>	<b>2/7/2022 Amendment</b>	<b>Amended Budget</b>
<b>Revenues:</b>			
Water Sales	\$ 6,000,000	\$ -	\$ 6,000,000
Sewer Sales	2,500,000	-	2,500,000
Gas Sales	3,000,000	-	3,000,000
Tap Fees	1,125,000	2,000,000	3,125,000
Reconnect Fees	10,000	-	10,000
Interest	5,000	-	5,000
Contributions	370,000	-	370,000
Other	162,100	-	162,100
<b>Total Revenues</b>	<b>\$ 13,172,100</b>	<b>\$ 2,000,000</b>	<b>\$ 15,172,100</b>
<b>Expenditures:</b>			
Enterprise Administration	\$ 4,066,225	\$ -	\$ 4,066,225
Utility Billing	626,900	-	626,900
Water	4,783,227	348,990	5,132,217
Wastewater	1,899,966	-	1,899,966
Gas	2,256,658	434,780	2,691,438
<b>Total Expenditures</b>	<b>\$ 13,632,976</b>	<b>\$ 783,770</b>	<b>\$ 14,416,746</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (460,876)</b>	<b>\$ 1,216,230</b>	<b>\$ 755,354</b>

EXHIBIT A

Fiscal Year 2021-2022  
Budget Amendment Number 1

<b>AMERICAN RESCUE PLAN</b>	<b>FY 2021-2022 Total Budget</b>	<b>2/7/2022 Amendment</b>	<b>Amended Budget</b>
<b>Revenues:</b>			
American Rescue Plan Act Funds	\$ -	\$ 1,766,231	\$ 1,766,231
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 1,766,231</b>	<b>\$ 1,766,231</b>
<b>Expenditures:</b>			
Materials and Parts (Water Meters)	\$ -	\$ 1,766,231	\$ 1,766,231
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 1,766,231</b>	<b>\$ 1,766,231</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Note:** The City of Tomball was allocated \$2,918,422 in funding, which will be received in two tranches. The first tranche of \$1,459,211 was received in September 2021 and the second tranche will be received by September 2022. The City will recognize the revenue incrementally as expenditures for these funds are incurred.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: 2/7/2022

**Topic:**

Approve Resolution 2022-08, a Resolution of the City of Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District; Setting a Date for the Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.

**Background:**

Resolution 2022-08 accepts the Preliminary Service and Assessment Plan for the Wood Leaf Reserve Public Improvement District (TPID 11) and sets the date for the Public Hearing on the proposed levy of assessments for March 7, 2022.

**Origination:** Community Development Department

**Recommendation:**

Staff recommends approving Resolution 2022-08 and calling for the Public Hearing on March 7, 2022.

**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 Meagan Mageo  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_

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

**RESOLUTION NO. 2022-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN THE WOODLEAF PUBLIC IMPROVEMENT DISTRICT; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO.**

\* \* \* \* \*

WHEREAS, the City Council (the “City Council”) of the City of Tomball, Texas (the “City”) received a petition (the “Petition”) requesting creation of a public improvement district (the “PID”) under Chapter 372 of the Texas Local Government Code (the “Act”), from the record owners of taxable real property representing more than fifty percent (“50%”) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Harris County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; AND

WHEREAS, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 25, 2020; and,

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

WHEREAS, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto;

WHEREAS, the City Council approved the creation of the PID by Resolution approved on January 18, 2021 (the "Creation Resolution") and published the Creation Resolution as authorized by the Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after such publication; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan (the "Preliminary Plan"), for the levy of assessments (the "Assessments") for certain public improvements that benefit all properties within the District (the "Major Improvements") such Preliminary Plan attached hereto as Exhibit B, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Major Improvements within the District; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the cost of an Major Improvements to be assessed against property within the District and such apportionment is made on the basis of special benefits accruing to the assessed property within the District because of the Major Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the District that states the assessment for the Major Improvements against each parcel of land within the District (the "Assessment Roll") and such Assessment Roll is attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Major Improvements, the City Council notes that the Preliminary Plan and proposed Assessment Roll may be changed as the City Council deems appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council; and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of assessments against such property in the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act.

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



Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the “Public Hearing”) for 6:00 p.m. on March 7, 2022 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law), to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll with such amendments to the Assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan ( the “Final Plan”) and final Assessment Roll (the “Final Roll”) for the District. After all objections made at such hearing have been heard, the City Council may (i) levy the Assessments as special assessments against each parcel of property in the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the Assessments; and (iii) provide that Assessments be paid in periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an Assessment in the proposed Final Roll as reflected on the tax rolls of the Harris County Appraisal District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the Assessments, purpose of the Assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent Assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed Assessment. The City Council may amend a proposed Assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearing substantially in the form attached as Exhibit A. Such publication shall occur before the 10th day before the date of the Public Hearing.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for the District and the levy of the proposed Assessments, including costs of collection, penalties and interest on delinquent Assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Service and Assessment Plan and the proposed Assessment Roll and the levy of the proposed assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed assessment on any parcel in the District. After all objections, if any, have been heard and passed upon, the City may (i) levy the Assessments as special assessments against each parcel of property

in of the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the Assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Roll. The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the March 7, 2022 meeting of the City Council.

[Signature Page Follows]

DULY RESOLVED by the City Council of the City of Tomball, Texas, on the \_\_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED:

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

\_\_\_\_\_  
City Attorney

*Signature Page to Resolution Accepting SAP*

## EXHIBIT A

### CITY OF TOMBALL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on March 7, 2022 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Woodleaf Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

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

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 establishment, administration and operation of the District is approximately \$18,895,633 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

The boundaries of the District include approximately 90.54 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located approximately ½ mile east of State Highway 249 between Theis Lane and Holderrieth Road and near the future

intersection of School Street and Theis Lane. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Roll, for the District, which includes the Assessments to be levied against each parcel in of the District is available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas 77375.

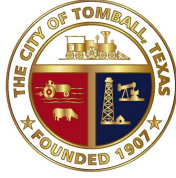
WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this \_\_\_ day of \_\_\_\_\_, 2022.

/s/  
\_\_\_\_\_   
City Secretary

EXHIBIT B  
PRELIMINARY SERVICE AND ASSESSMENT PLAN

# NOTICE OF PUBLIC HEARING CITY OF TOMBALL, TEXAS

**MONDAY, MARCH 7, 2022**



**6:00 P.M.**

**NOTICE IS HEREBY GIVEN THAT** a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on March 7, 2022 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Woodleaf Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

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

**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 establishment, administration and operation of the District is approximately \$18,895,633 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

**The boundaries of the District** include approximately 90.54 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located approximately ½ mile east of State Highway 249 between Theis Lane and Holderrieth Road and near the future intersection of School Street and Theis Lane. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Roll, for the District, which includes the Assessments to be levied against each parcel in of the District is available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas 77375.

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 2nd day of February 2022 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer  
Doris Speer  
City Secretary, TRMC, 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 feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

# Wood Leaf Reserve Public Improvement District

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PRELIMINARY SERVICE AND ASSESSMENT PLAN  
FEBRUARY 7, 2022





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## INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On January 18, 2021, the City passed and approved Resolution No. 2021-04 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 90.54 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an assessment roll that states the assessment against each Parcel in the District determined by the method chosen by the City Council. The Assessment against each Parcel must be sufficient to pay the share of the Actual Costs apportioned to the Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**.

## SECTION I: DEFINITIONS

**“Actual Costs”** mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

**“Additional Interest”** means the amount collected by application of the Additional Interest Rate.

**“Additional Interest Rate”** means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Improvement Area #1 Assessments securing the Improvement Area #1 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** mean the actual or budgeted annual costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5)

issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, the administration of the Improvement Area #1 Reimbursement Agreement, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**“Annual Installment”** means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

**“Annual Service Plan Update”** means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied and does not include Non-Benefitted Parcels.

**“Assessment”** means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means the assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit F**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including District Formation Expenses and Bond Issuance Costs, as described in **Section III**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Tomball, Texas.

**“City Council”** means the duly elected governing body of the City.

**“County”** means Harris County, Texas.

**“Delinquent Collection Costs”** mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

**“Developer”** means Chesmar Homes, LLC, a Texas limited liability corporation and any successor developer of property in the District or any portion thereof.

**“Development Agreement”** means that certain Wood leaf Reserve Development Agreement between the City and the Developer dated as of \_\_\_\_, \_\_\_\_, as amended by that certain First Amendment to Wood Leaf Reserve Development Agreement effective \_\_\_\_, \_\_\_\_.

**“District”** means the Wood Leaf Reserve Public Improvement District containing approximately 90.54 acres located within the City as shown on **Exhibit B-1** and more specifically described on **Exhibit A-1**.

**“District Formation Expenses”** means costs incurred in the formation of the District, including attorney fees, financial consultant fees, and other fees related to the formation of the District and the levy of Assessments.

**“Estimated Buildout Value”** means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that may impact value.

**“First Year Annual Collection Costs”** means the estimated Annual Collection Costs to be accrued prior to collection of the first Annual Installment of the Assessment securing the applicable PID Bonds, as shown on **Exhibit E**.

**“Future Improvement Areas”** means the property within the District, excluding Improvement Area #1. Future Improvement Areas may be developed in phases after Improvement Area #1.

**“Future Improvement Area Bonds”** mean bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Assessments levied on Assessed Property within such Future Improvement Area.

**“Future Improvement Area Improvements”** mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

**“Improvement Area”** means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1 and each area within the Future Improvement Areas that is specifically defined and designated as a phase of the District.

**“Improvement Area #1”** means approximately 33.414 acres located within the District, as described in **Exhibit A-2** and more specifically detailed on **Exhibit B-2**.

**“Improvement Area #1 Additional Bonds”** means any PID Bonds issued after the Improvement Area #1 Initial Bonds used to refinance the Improvement Area #1 Reimbursement Obligation, if such bonds are issued.

**“Improvement Area #1 Annual Installment”** means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable. Additional Interest is not charged on Improvement Area #1 Assessments securing the Improvement Area #1 Reimbursement Obligation.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**“Improvement Area #1 Assessment”** means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the assessment roll Improvement Area #1 Assessed Property included in this Service and Assessment Plan as **Exhibit F**.

**“Improvement Area #1 Initial Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Improvements”** mean those Authorized Improvements described in Section III.A that only benefit Improvement Area #1.

**“Improvement Area #1 Plat”** means the plat recorded in the Official Public Records of the County on January 4, 2021 and attached as **Exhibit M**.

**“Improvement Area #1 Projects”** mean the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #1 Reimbursement Agreement”** means that certain “Wood Leaf Reserve Public Improvement District Improvement Area #1 Reimbursement Agreement” effective \_\_\_\_\_, \_\_\_\_\_, entered into by and between the City and Developer, whereby all or a portion of the Actual Costs will be paid to the Developer from Improvement Area #1 Assessments to reimburse the Developer for Actual Costs paid by the Developer, that are eligible to be paid with Improvement Area #1 Assessments plus interest.

**“Improvement Area #1 Reimbursement Obligation”** means an amount not to exceed \$2,272,310 secured by Improvement Area #1 Assessments to be paid to Developer pursuant to the Improvement Area #1 Reimbursement Agreement.

**“Indenture”** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**“Lot”** means a tract of land upon which the levy of Assessments is based in this Service and Assessment Plan, that is (1) a “lot” in a subdivision plat recorded in the official records of the County, (2) a development/concept plan or (3) a preliminary plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. general retail, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot.

**“Lot Type 2”** means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot.

**“Major Improvements”** means those Authorized Improvements described in Section III.B that benefit all areas within the District.

**“Maximum Assessment”** means for each Lot Type, the amount shown on **Exhibit H**.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit. Assessed Property converted to Non-Benefited Property, if the Assessments are not reallocated pursuant to the provisions herein, remain subject to the Assessments and requires the Assessments to be prepaid as provided herein.

**“Owner”** means the person in whom is vested the ownership, dominion, or title of property.

**“Parcel(s)”** means a property, within the District, identified by either a tax map identification number assigned by the Harris County Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

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

**“PID Bonds”** means one or more series of bonds issued by the City to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent Annual Installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

**“Prepayment Costs”** means principal and interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment, and including any penalties.

**“Reimbursement Agreement”** means any reimbursement agreement, including the Improvement Area #1 Reimbursement Agreement, between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

**“Reimbursement Obligation”** means the amount to be paid to the Developer pursuant to a Reimbursement Agreement.

**“Service and Assessment Plan”** means this Service and Assessment Plan as updated and amended from time to time.

**“Service Plan”** means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

**“Trustee”** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 90.54 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 299 single-family homes, as shown on **Exhibit I**.



Improvement Area #1 includes approximately 33.414 acres as more particularly described on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to contain 123 single-family homes.

It is anticipated there will be two additional Future Improvement Areas within the District. As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, or the levy of Assessments in a Future Improvement Area pursuant to a Reimbursement Agreement, this Service and Assessment Plan will be amended to update the Exhibits. A map of the property that will comprise the Future Improvement Areas is depicted on **Exhibit B-1**.

**SECTION III: AUTHORIZED IMPROVEMENTS**

The City, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C** and depicted on **Exhibit J-1** and **Exhibit J-2**.

**A. Improvement Area #1 Improvements**

▪ *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

▪ *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications will be owned and operated by the City.

▪ *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping,

manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

## **B. Major Improvements**

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage*

Improvements include trench excavation and embedment, trench safety, reinforced

concrete piping, manholes, inlets, channels/swales and ponds. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, District Formation Expenses.

### **C. Future Improvement Area Improvements**

As Future Improvement Areas are developed and Assessments are levied on Assessed Property within the Future Improvement Areas, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the Assessed Property inside each Future Improvement Area.

### **D. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, paying agent fees, Trustee fees and any other cost or expense directly associated with the issuance of PID Bonds.

### **E. First Year Annual Collection Costs**

Estimated cost of the First Year Annual Collection Costs.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. The Service Plan for the District is summarized on **Exhibit D**.

The sources and uses of funds required to construct the Authorized Improvements and pay the Bond Issuance Costs and First Year Annual Collection Costs are summarized on **Exhibit E**. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and developers of the Assessed Property.

### A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements, Bond Issuance Costs, and First Year Annual Collection Costs shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Improvement Area #1

Assessed Property and the Future Improvement Areas based on Estimated Buildout Value, as shown on **Exhibit K**.

- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- Bond Issuance Costs and First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable series of PID Bonds.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds or the adoption of a Reimbursement Agreement relating to a Future Improvement Area is contemplated, this Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

### **B. Assessments**

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit H**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

When, and if, Future Improvement Areas are developed and the levy of Assessments on Future Improvement Areas is contemplated, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

### **C. Findings of Special Benefit**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

- *Improvement Area #1*
  1. The cost of Improvement Area #1 Projects and the applicable First Year Annual Collection Costs and Bond Issuance Costs equal \$5,982,266 as shown on **Exhibit C**; and
  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement

Area #1 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs; and

3. The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects and the applicable First Year Annual Collection Costs and Bond Issuance Costs, which equal \$4,568,310, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$5,982,266) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$4,568,310) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Developer owned 100% of the Improvement Area #1 Assessed Property. The Developer acknowledged that Improvement Area #1 Projects and the applicable First Year Annual Collection Costs and Bond Issuance Costs confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on **Exhibit G**, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Additional Interest**

The interest rate on the portion of Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

Additional Interest is not charged on the portion of the Assessments that secure the Reimbursement Obligation. The interest on the Assessments securing the Reimbursement Obligation shall be collected at rates established under the applicable Reimbursement Agreement as part of each Annual Installment.

**F. Future Bonds to Finance Improvement Area #1 Reimbursement Obligation**

The City may issue one or more series of PID Bonds to finance all or part of the Improvement Area #1 Reimbursement Obligation then outstanding. At the time of any such financing, the interest charged and paid on the portion of the Improvement Area #1 Assessments allocated to the portion of the Improvement Area #1 Reimbursement Obligation being financed shall cease being paid to the Developer and the portion of the Improvement Area #1 Assessments previously allocated to the portion of the Improvement Area #1 Reimbursement Obligation being financed shall then bear interest at the rate of the applicable PID Bonds plus the Additional Interest.

**SECTION VI: TERMS OF THE ASSESSMENTS**

**A. Reallocation of Assessments**

*1. Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit H** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B**.

#### **B. True-up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Developer



must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the Developer to pay such Assessments.

### **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

### **D. Reduction of Assessments**

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs, or (ii) in the event that PID Bonds have been issued, the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used to pay costs of Authorized Improvements to redeem outstanding PID Bonds, in accordance with the applicable Indenture. Any such reduction in the costs of the Authorized Improvements shall also reduce the Reimbursement Obligation under the related Reimbursement Agreement.

The City Council may reduce the Assessments and the Annual Installments for Assessed Property (1) in an amount that represents the Authorized Improvements provided for each property; (2) by an equal percentage per Lot; or (3) in any other manner determined by the City Council to be the most fair and practical means of reducing the Assessments for Assessed Property, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, the Annual Collection Costs portion of the Assessment, and any Reimbursement Obligation, as reduced pursuant to this Section.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

## **E. Prepayment of Assessments**

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act, including all Prepayment Costs. Interest costs from the date of Prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a fund established under the applicable Indenture for such purpose. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If the principal portion of an Assessment is paid in full, with interest accrued to the date of Prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit L**.

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

## **F. Prepayment as a result of Eminent Domain Proceeding or Taking**

If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefited Property. The Owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property.

Following the initiation of the Taking, the Administrator will be required to determine the portion of the Assessment that was levied against the Assessed Property that would have been allocated to the Taken Property prior to its reclassification as Non-Benefitted Property based on a manner

that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefitted.

The Owner shall make a Prepayment of the Assessment in an amount equal to the amount determined by the Administrator in the preceding paragraph prior to the transfer of ownership of the Taken Property.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, and the Owner shall owe \$10 as a Prepayment for the Taken Property.

Notwithstanding the previous paragraphs in this subsection if the Administrator determines that the Taking prevents the Remaining Property from being developed as shown on the final plat, the Owner shall be required to prepay the total amount of the Assessment levied against the Remaining Property within sixty (60) days of such determination.

#### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Harris County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Property for which Assessments remain unpaid based on the amount of the outstanding Assessment on each Assessed Property. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Foreclosure sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property,

and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #1 Initial Bonds shall be due when billed and shall be delinquent if not paid prior to February 1, 2023.

Failure of an Owner to receive an invoice for an Annual Installment on the property tax bill shall not relieve the Owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act.

#### **H. Allocating Annual Installments if Assessed Property is Sold**

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

### **SECTION VII: ASSESSMENT ROLL**

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Lot located within such Future Improvement Areas.

### **SECTION VIII: ADDITIONAL PROVISIONS**

#### **A. Administrative Review**

To the extent consistent with the PID Act, an Owner of Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual

Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the Owner fails to give such notice, such Owner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred. The City may elect to designate a third party who is not an officer or employee of the City to serve as Administrator of the District.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property Owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property Owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the District for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property Owner shall be a condition precedent to any other appeal or legal action by such Owner.

### **B. Termination of Assessments**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the Owner of the affected Assessed Property a recordable “Notice of the PID Assessment Termination,” attached hereto as **Exhibit L**.

### **C. Amendments**

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments,

Annual Installments, and other charges imposed by this Service and Assessment Plan; and (4) for any other purpose authorized by the PID Act.

#### **D. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by Owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the Owners and developers and their successors and assigns.

#### **E. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit N-1** and **Exhibit N-2**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

#### **F. Severability**

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit B-1</b>	District Boundary Map
<b>Exhibit B-2</b>	Improvement Area #1 Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H</b>	Maximum Assessment per Lot Type
<b>Exhibit I</b>	Concept Plan
<b>Exhibit J-1</b>	Maps of Improvement Area #1 Improvements
<b>Exhibit J-2</b>	Maps of Major Improvements
<b>Exhibit K</b>	Estimated Buildout Value
<b>Exhibit L</b>	Notice of PID Assessment Termination
<b>Exhibit M</b>	Improvement Area #1 Plat
<b>Exhibit N-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit N-2</b>	Lot Type 2 Buyer Disclosure

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

A **METES & BOUNDS** description of a certain 90.54 acre (3,943,901 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632 in Harris County, Texas, being all of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP- 2020-405995, Harris County Official Public Records of Real Property, also being all of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 90.54 acre (3,943,901 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

**BEGINNING** at a 2-inch iron pipe found, being the most westerly northwest corner of the herein described tract, being the most westerly northwest corner of said called 61.013 acre tract, also being the southwest corner of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P., by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records of Real Property, also being on the east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, by plat recorded in Clerk's File No. W008922, Harris County Map Records;

THENCE, North 87°45'25" East, 472.90 feet along the south line of said called 6.7133 acre tract to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract;

THENCE, North 02°26'51" West, 368.19 feet along the east line of said called 6.7133 acre tract to a 5/8-inch iron rod (with cap) found, being the most northerly northwest corner of said called 61.013 acre tract;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Alejandro and Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a point for corner, being the northeast corner of said called 1.167 acre tract (Tract 2), from which a 5/8-inch iron rod (with cap) found bears North 11°11'31" East, 0.41 feet;



THENCE, North 87°21'24" East, 629.28 feet to a point for the northeast corner of the herein described tract, being the northeast corner of said Tract V, also being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC, by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears North 03°29'29" West, 0.92 feet;

THENCE, along the west line of said called 39.03 acre tract, the following five (5) courses and distances:

1. South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found;
2. South 87°21'07" West, 448.18 feet to a 5/8-inch iron rod found;
3. South 02°27'59" East, 1,331.96 feet to a 1/2-inch iron rod found;
4. North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found;

5. South 02°27'41" East, 1,545.47 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set for the southeast corner of the herein described tract, being 10 feet north of and parallel to the north right-of-way line of Holderrieth Road (width varies per Volume 816, Page 359, and Volume 1036, Page 256, Harris County Deed Records);

THENCE, South 87°39'37" West, 10 feet north of and parallel to said north right-of-way line of Holderrieth Road, 129.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 30.00 feet, a central angle of 40°10'02", an arc length of 21.03 feet, and a chord bearing of North 17°44'38" East, 20.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 02°20'23" West, 198.70 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 810.05 feet, a central angle of 15°17'16", an arc length of 216.14 feet, and a chord bearing of North 09°59'01" West, 215.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°39'37" West, 132.30 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the east line of a called 0.6462 acre tract (Tract 2) conveyed to Alejandro Gomez and Apolinar Gomez by deed recorded in Clerk's File No. 20060092123, Harris County Official Public Records of Real Property;

THENCE, North 03°36'41" West, 204.00 feet along said east line of said called 0.6462 acre tract to the northeast corner of said called 0.6462 acre tract, from which a 1-inch iron pipe found bears North 22°52'28" West, 1.14 feet;

THENCE, South 87°37'15" West, along the north line of said called 0.6462 acre tract, at a distance of 100.11 feet passing a 1/2-inch iron rod found, being the northwest corner of said called 0.6462 acre tract, also being the northeast corner of the remainder of a called 10.0 acre tract conveyed to Walter John Rumfolo and wife, Lucille Rumfolo, by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, continuing along the north line of said called 10.0 acre tract for a total distance of 675.32 feet to a 3/8-inch iron rod found, being the northwest corner of said remainder of said called 10.0 acre tract, also being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet along said east line of said called 25.950 acre tract to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet along the north line of said called 25.950 acre tract to a point for corner, being the northwest corner of said called 25.950 acre tract, also being on the east line of a called 1.3488 acre tract conveyed to Gordon Bruce Glanville by deed recorded in Clerk's File No. P064837, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears South 87°39'58" West, 1.07 feet;

THENCE, North 02°26'12" West, at a distance of 766.87 feet passing a 1/2-inch iron rod found, being the northeast corner of a called 5.0074 acre tract conveyed to Alvin W. Theis and wife, Thelma Theis, by deed recorded in Clerk's File No. J142169, Harris County Official Public Records of Real Property, also being the southeast corner of a called 4.9837 acre tract conveyed to Tractor Supply Co. of Texas, LP, by deed recorded in Clerk's File No. 20140022360, Harris County Official Public Records of Real Property, at a distance of 1,726.03 feet passing a 1/2-inch iron rod inside of a 2" iron pipe found on said east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, in all a distance of 1,844.67 feet to the **POINT OF BEGINNING, CONTAINING 90.54 acres (3,943,901 square feet)** of land in Montgomery County, Texas, filed in the office of Manhard Consulting, Ltd. In The Woodlands, Texas.

## EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Chesmar Homes, LLC  
33.4418 acres

Claude N. Pillot Survey  
Abstract No. 632

STATE OF TEXAS       §

COUNTY OF HARRIS   §

A **METES & BOUNDS** description of a certain 33.4418 acre (1,456,725 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being all of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Clerk's File No. RP-2021-200807, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, and being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 33.4418 acre (1,456,725 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

**BEGINNING** at a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 61.013 acre tract and being on the east line of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P. by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Maritia LP, an Arizona Limited Partnership, by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 1.167 acre tract and being on the south right-of-way line of Theis Lane (60 foot right-of way per based on a width of 60 feet) recorded in Clerk's File No. J558545 and Clerk's File No. 5551096, Harris County Official Public Records of Real Property;

THENCE, along the south right-of-way line of said Theis Lane, North 87°21'24" East, 629.28 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 4.990 acre tract (Tract V), being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, and being the northeast corner of the herein described tract;

THENCE, South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found, being the southeast corner of said called 4.990 acre tract (Tract V);

THENCE, South 87°21'07" West, 408.18 feet to a 5/8-inch iron rod (with cap) found, being on an interior line of said called 18.334 acre tract (Tract IV);

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

THENCE, South 87°32'01" West, at 40.00 feet passing a 5/8-inch iron rod found, being an exterior corner of said called 39.0554 acre tract and being an interior corner of said called 18.334 acre tract (Tract IV), and continuing for a total distance of 80.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 18.334 acre tract (Tract IV);

THENCE, along the north line of the remainder of said called 18.334 acre tract (Tract IV), the following nine (9) courses and distances:

1. South 02°27'59" East, 217.82 feet to a 5/8-inch iron rod (with cap) found;
2. South 87°31'54" West, 227.76 feet to a 5/8-inch iron rod (with cap) found;
3. South 02°28'06" East, 295.16 feet to a 5/8-inch iron rod (with cap) found;
4. South 25°22'36" West, 54.93 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 95.46 feet to a 5/8-inch iron rod (with cap) found;
6. South 42°40'08" West, 14.11 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°27'43" East, 140.00 feet to a 5/8-inch iron rod (with cap) found;
8. South 87°48'00" West, 247.32 feet to a 5/8-inch iron rod (with cap) found;
9. North 02°24'47" West, 225.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 61.013 acre tract;

THENCE, along the north line of the remainder of said called 61.013 acre tract, the following eight (8) courses and distances:

1. South 87°48'00" West, 125.00 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 19.46 feet to a 5/8-inch iron rod (with cap) found;
3. South 87°35'13" West, 180.00 feet to a 5/8-inch iron rod (with cap) found;
4. North 02°24'47" West, 106.21 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 94.91 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
6. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing South 42°41'37" West, 35.42 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 15.69 feet to a 5/8-inch iron rod (with cap) found;

Chesmar Homes, LLC  
33.4418 acres

Claude N. Pilot Survey  
Abstract No. 632


8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

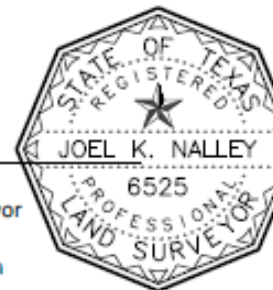
THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

THENCE, North 87°45'25" East, 472.90 feet to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract, being an interior corner of said called 61.013 acre tract;

THENCE, North 02°26'51" West, 368.19 feet to the **POINT OF BEGINNING, CONTAINING 33.4418 acres (1,456,725 square feet)** of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions  
2445 Technology Forest Blvd, Suite #200  
The Woodlands, Texas 77381  
(832) 823-2200  
*Texas Board of Professional Engineers &  
Land Surveyors Firm Reg. No. 10194692*

  
Acting By/Through Joel K. Nalley  
Registered Professional Land Surveyor  
No. 6525  
jnalley@elevationlandsolutions.com



12/17/2021

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

**EXHIBIT B-1 – DISTRICT BOUNDARY MAP**



**ELEVATION**  
land solutions

TXPE REGISTRATION NUMBER F-18141  
2445 TECHNOLOGY FOREST BLVD, SUITE 200  
THE WOODLANDS, TX 77381 832-423-2200

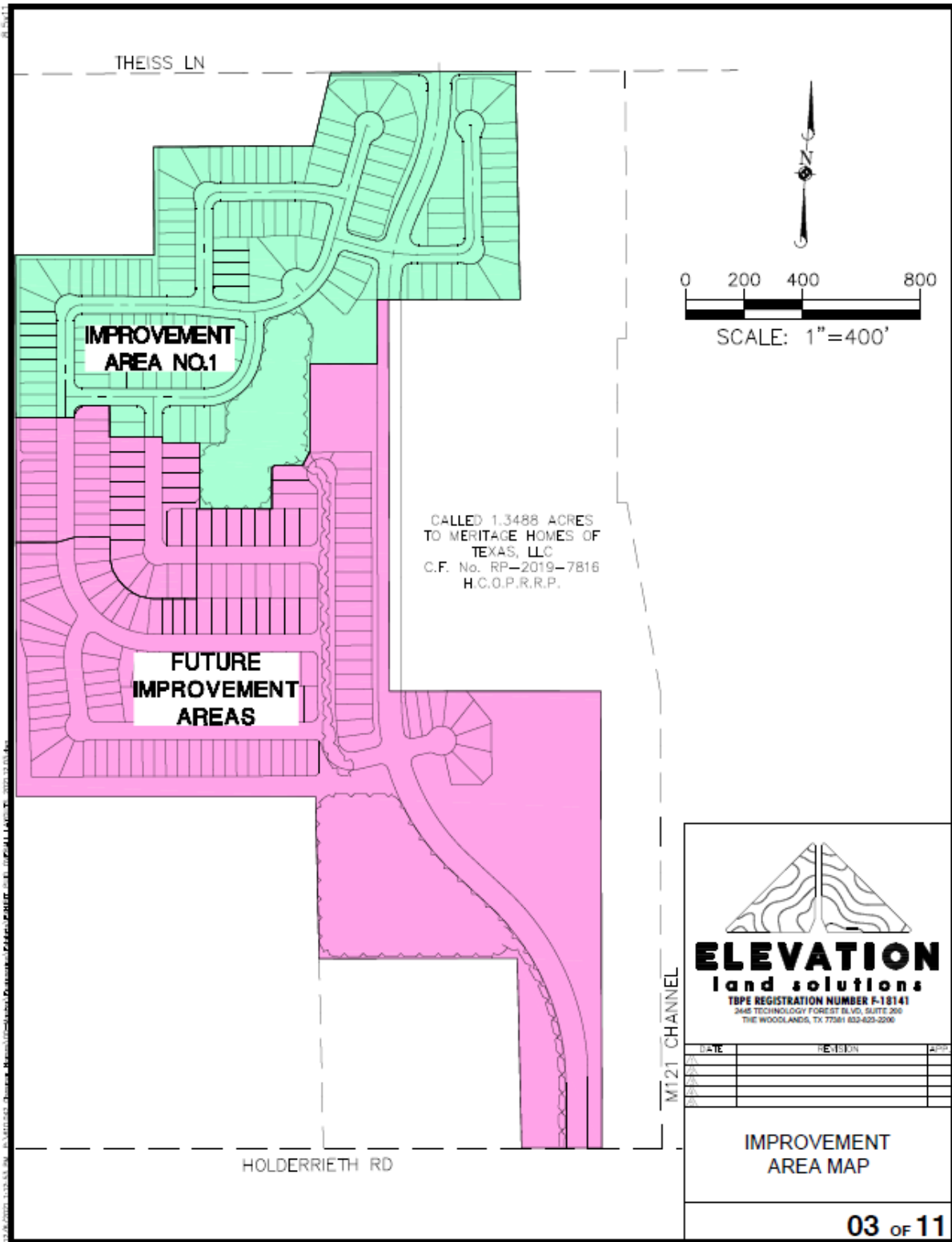
DATE	REVISION	APP'D

SITE LOCATION  
MAP

**01 of 08**

ELEVATION LAND SOLUTIONS - WOOD LEAF

**EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP**



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Improvement Area #1		Future Improvement Areas	
		%	Costs	%	Cost
<i>Improvement Area #1 Improvements</i>					
Streets	\$ 1,791,578	100.00%	\$ 1,791,578	0.00%	\$ -
Water	336,661	100.00%	336,661	0.00%	-
Wastewater	405,763	100.00%	405,763	0.00%	-
Drainage	583,655	100.00%	583,655	0.00%	-
Natural Gas	259,329	100.00%	259,329	0.00%	-
Soft Costs	1,097,520	100.00%	1,097,520	0.00%	-
	\$ 4,474,506		\$ 4,474,506		\$ -
<i>Major Improvements</i>					
Wastewater	263,685	41.33%	108,971	58.67%	154,714
Detention, Clearing and Grubbing	1,553,026	41.33%	641,804	58.67%	911,222
Soft Costs	690,431	41.33%	285,328	58.67%	405,103
	\$ 2,507,142		\$ 1,036,102		\$ 1,471,040
<i>Improvement Area #1 Initial Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 149,320	100.00%	\$ 149,320	0.00%	\$ -
Capitalized Interest	61,418	100.00%	61,418	0.00%	-
Underwriter Discount	75,920	100.00%	75,920	0.00%	-
Cost of Issuance	140,000	100.00%	140,000	0.00%	-
	\$ 426,658		\$ 426,658		\$ -
<i>First Year Annual Collection Costs</i>					
First Year Annual Collection Costs	45,000	100.00%	45,000	0.00%	-
	\$ 45,000		\$ 45,000		\$ -
<b>Total</b>	<b>\$ 7,453,306</b>		<b>\$ 5,982,266</b>		<b>\$ 1,471,040</b>

**Notes:**

[a] Costs were determined by the Engineer's Opinion of Probable Cost prepared by Elevation Land Solutions dated November 2021.



## EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
<i>Improvement Area #1 Initial Bonds</i>						
Principal		\$ -	\$ 46,000	\$ 48,000	\$ 49,000	\$ 51,000
Interest		61,418	103,320	101,250	99,090	96,885
Capitalized Interest		(61,418)	-	-	-	-
	(1)	\$ -	\$ 149,320	\$ 149,250	\$ 148,090	\$ 147,885
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ -	\$ 37,725	\$ 38,805	\$ 41,015	\$ 42,355
Interest		-	102,254	100,556	98,810	96,964
	(2)	\$ -	\$ 139,979	\$ 139,361	\$ 139,825	\$ 139,319
Annual Collection Costs		\$ -	\$ 45,900	\$ 46,818	\$ 47,754	\$ 48,709
Additonal Interest [a]		-	11,480	11,250	11,010	10,765
	(3)	\$ -	\$ 57,380	\$ 58,068	\$ 58,764	\$ 59,474
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ -</b>	<b>\$ 346,679</b>	<b>\$ 346,679</b>	<b>\$ 346,679</b>	<b>\$ 346,679</b>

Notes:

[a] Additional Interest is applied to Improvement Area #1 Initial Bonds only

## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Future Improvement Area (b)	Total
<b>Sources of Funds</b>			
Improvement Area #1 Bond Par	\$ 2,296,000	\$ -	\$ 2,296,000
Improvement Area #1 Reimbursement Obligation [a]	2,272,310	-	2,272,310
Owner Contribution	1,413,956	1,471,040	2,884,996
<b>Total Sources</b>	<b>\$ 5,982,266</b>	<b>\$ 1,471,040</b>	<b>\$ 7,453,306</b>
<b>Uses of Funds</b>			
<i>Improvement Area #1 Projects</i>			
Improvement Area #1 Improvements	\$ 4,474,506	\$ -	\$ 4,474,506
Major Improvements	1,036,102	1,471,040	2,507,142
	<b>\$ 5,510,608</b>	<b>\$ 1,471,040</b>	<b>\$ 6,981,648</b>
<i>Improvement Area #1 Initial Bond Issuance Costs</i>			
Debt Service Reserve Fund	\$ 149,320	\$ -	\$ 149,320
Capitalized Interest	61,418	-	61,418
Underwriter Discount	75,920	-	75,920
Cost of Issuance	140,000	-	140,000
	<b>\$ 426,658</b>	<b>\$ -</b>	<b>\$ 426,658</b>
<i>First Year Annual Collection Costs</i>			
First Year Annual Collection Costs	\$ 45,000	\$ -	\$ 45,000
	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ 45,000</b>
<b>Total Uses</b>	<b>\$ 5,982,266</b>	<b>\$ 1,471,040</b>	<b>\$ 7,453,306</b>

Notes:

[a] Subject to Improvement Area #1 Reimbursement Agreement.

[b] The Owner Contribution relating to the Future Improvement Area may be reimbursed with Future Improvement Area Bonds.

**EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Legal Description	Lot Type	Outstanding Assessment	Annual Installment due 1/31/23
TBD <sup>a</sup>	Block 1 Lot 1	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 2	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 3	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 4	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 5	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 6	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 7	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 8	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 9	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 10	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 11	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 12	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 13	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 14	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 15	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 16	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 17	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 18	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 19	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 20	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 1 Lot 21	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 2 Lot 1	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 2 Lot 2	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 2 Lot 3	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 2 Lot 4	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 2 Lot 5	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 2 Lot 6	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 2 Lot 7	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 3 Lot 1	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 3 Lot 2	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 1	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 2	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 3	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 4	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 5	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 6	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 7	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 8	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 9	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 10	Lot Type 2	\$ 40,322.57	\$ 3,059.99

Property ID	Legal Description	Lot Type	Outstanding Assessment	Annual Installment due 1/31/23
TBD <sup>a</sup>	Block 4 Lot 11	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 12	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 13	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 14	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 15	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 4 Lot 16	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 17	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 18	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 19	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 20	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 21	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 22	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 23	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 24	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 25	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 26	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 27	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 28	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 29	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 30	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 31	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 32	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 33	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 34	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 35	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 36	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 37	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 38	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 39	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 40	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 41	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 42	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 43	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 44	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 45	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 46	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 47	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 48	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 49	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 50	Lot Type 1	\$ 34,392.78	\$ 2,609.99

Property ID	Legal Description	Lot Type	Outstanding Assessment	Annual Installment due 1/31/23
TBD <sup>a</sup>	Block 4 Lot 51	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 52	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 4 Lot 53	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 5 Lot 1	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 5 Lot 2	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 5 Lot 3	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 5 Lot 4	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 5 Lot 5	Lot Type 1	\$ 34,392.78	\$ 2,609.99
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TBD <sup>a</sup>	Block 5 Lot 17	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 5 Lot 18	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 1	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 6 Lot 2	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 6 Lot 3	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 6 Lot 4	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 6 Lot 5	Lot Type 2	\$ 40,322.57	\$ 3,059.99
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TBD <sup>a</sup>	Block 6 Lot 7	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 6 Lot 8	Lot Type 2	\$ 40,322.57	\$ 3,059.99
TBD <sup>a</sup>	Block 6 Lot 9	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 10	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 11	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 12	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 13	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 14	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 15	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 16	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 17	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 18	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 19	Lot Type 1	\$ 34,392.78	\$ 2,609.99

Property ID	Legal Description	Lot Type	Outstanding Assessment	Annual Installment due 1/31/23
TBD <sup>a</sup>	Block 6 Lot 20	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 21	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Block 6 Lot 22	Lot Type 1	\$ 34,392.78	\$ 2,609.99
TBD <sup>a</sup>	Reserve A	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve B	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve C	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve D	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve E	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve F	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve G	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve H	Non-Benefited	\$ -	\$ -
TBD <sup>a</sup>	Reserve I	Non-Benefited	\$ -	\$ -
<b>Total Initial Parcel</b>			<b>\$ 4,568,310.00</b>	<b>\$ 346,678.95</b>

*[a] The final plat for Wood Leaf Reserve Section 1 was recorded on January 4, 2021. Property IDs for each Parcel will be assigned by the Harris County Appraisal District in 2022 for Annual Installments due 1/31/23.*

## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #1 Initial Bonds				Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Principal	Interest [c]		
1/31/2022	-	61,418.00	(61,418.00)	-	-	-	-	-
1/31/2023	46,000.00	103,320.00	-	11,480.00	37,725.00	102,253.95	45,900.00	346,678.95
1/31/2024	48,000.00	101,250.00	-	11,250.00	38,805.00	100,556.33	46,818.00	346,679.33
1/31/2025	49,000.00	99,090.00	-	11,010.00	41,015.00	98,810.10	47,754.36	346,679.46
1/31/2026	51,000.00	96,885.00	-	10,765.00	42,355.00	96,964.43	48,709.45	346,678.87
1/31/2027	52,000.00	94,590.00	-	10,510.00	44,837.00	95,058.45	49,683.64	346,679.09
1/31/2028	54,000.00	92,250.00	-	10,250.00	46,461.00	93,040.79	50,677.31	346,679.09
1/31/2029	56,000.00	89,820.00	-	9,980.00	48,239.00	90,950.04	51,690.86	346,679.90
1/31/2030	57,000.00	87,300.00	-	9,700.00	51,176.00	88,779.29	52,724.67	346,679.96
1/31/2031	59,000.00	84,735.00	-	9,415.00	53,274.00	86,476.37	53,779.17	346,679.53
1/31/2032	61,000.00	82,080.00	-	9,120.00	55,546.00	84,079.04	54,854.75	346,679.78
1/31/2033	63,000.00	79,335.00	-	8,815.00	57,998.00	81,579.47	55,951.84	346,679.31
1/31/2034	65,000.00	76,500.00	-	8,500.00	60,639.00	78,969.56	57,070.88	346,679.44
1/31/2035	67,000.00	73,575.00	-	8,175.00	63,476.00	76,240.80	58,212.30	346,679.10
1/31/2036	70,000.00	70,560.00	-	7,840.00	65,519.00	73,384.38	59,376.54	346,679.92
1/31/2037	72,000.00	67,410.00	-	7,490.00	68,779.00	70,436.03	60,564.08	346,679.10
1/31/2038	74,000.00	64,170.00	-	7,130.00	72,263.00	67,340.97	61,775.36	346,679.33
1/31/2039	77,000.00	60,840.00	-	6,760.00	74,980.00	64,089.14	63,010.86	346,680.00
1/31/2040	79,000.00	57,375.00	-	6,375.00	78,943.00	60,715.04	64,271.08	346,679.12
1/31/2041	82,000.00	53,820.00	-	5,980.00	82,160.00	57,162.60	65,556.50	346,679.10
1/31/2042	85,000.00	50,130.00	-	5,570.00	85,646.00	53,465.40	66,867.63	346,679.03
1/31/2043	88,000.00	46,305.00	-	5,145.00	89,413.00	49,611.33	68,204.99	346,679.32
1/31/2044	91,000.00	42,345.00	-	4,705.00	93,473.00	45,587.75	69,569.09	346,679.83
1/31/2045	94,000.00	38,250.00	-	4,250.00	97,838.00	41,381.46	70,960.47	346,679.93
1/31/2046	97,000.00	34,020.00	-	3,780.00	102,521.00	36,978.75	72,379.68	346,679.43
1/31/2047	100,000.00	29,655.00	-	3,295.00	107,537.00	32,365.31	73,827.27	346,679.57
1/31/2048	104,000.00	25,155.00	-	2,795.00	111,900.00	27,526.14	75,303.82	346,679.96
1/31/2049	108,000.00	20,475.00	-	2,275.00	116,629.00	22,490.64	76,809.89	346,679.53
1/31/2050	111,000.00	15,615.00	-	1,735.00	122,741.00	17,242.34	78,346.09	346,679.42
1/31/2051	116,000.00	10,620.00	-	1,180.00	127,247.00	11,718.99	79,913.01	346,679.00
1/31/2052	120,000.00	5,400.00	-	600.00	133,175.00	5,992.88	81,511.27	346,679.15
<b>Total</b>	<b>\$ 2,296,000.00</b>	<b>\$ 1,914,293.00</b>	<b>\$ (61,418.00)</b>	<b>\$ 205,875.00</b>	<b>\$ 2,272,310.00</b>	<b>\$ 1,911,247.70</b>	<b>\$ 1,862,074.84</b>	<b>\$10,400,382.53</b>

[a] Interest is calculated at a 4.50% rate, actual rate will be determined at the time Improvement Area #1 Initial Bonds are issued.

[b] Additional Interest is calculated at a 0.50% rate.

[c] Interest is calculated pursuant to the Reimbursement Agreement.

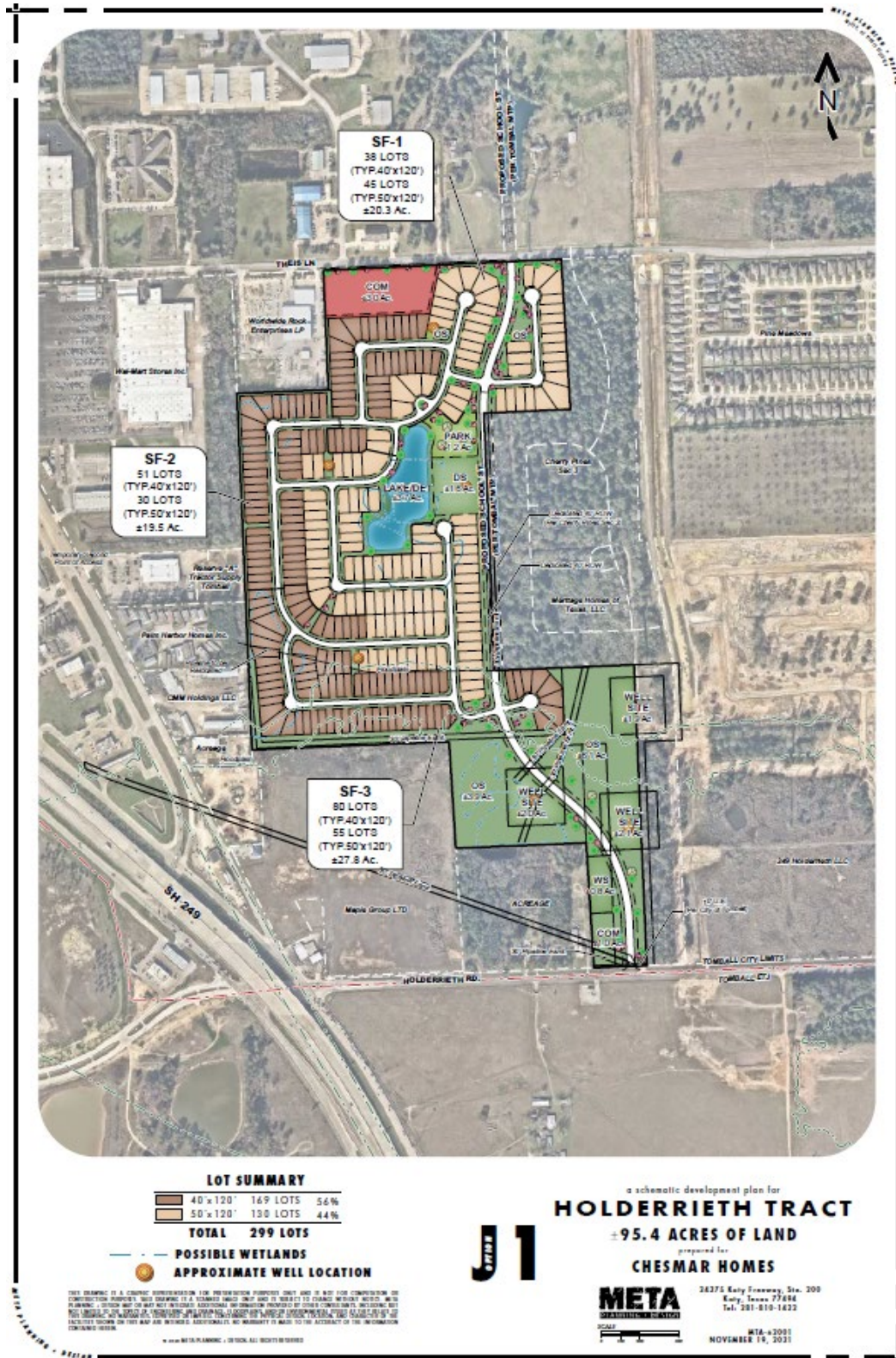
*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE**

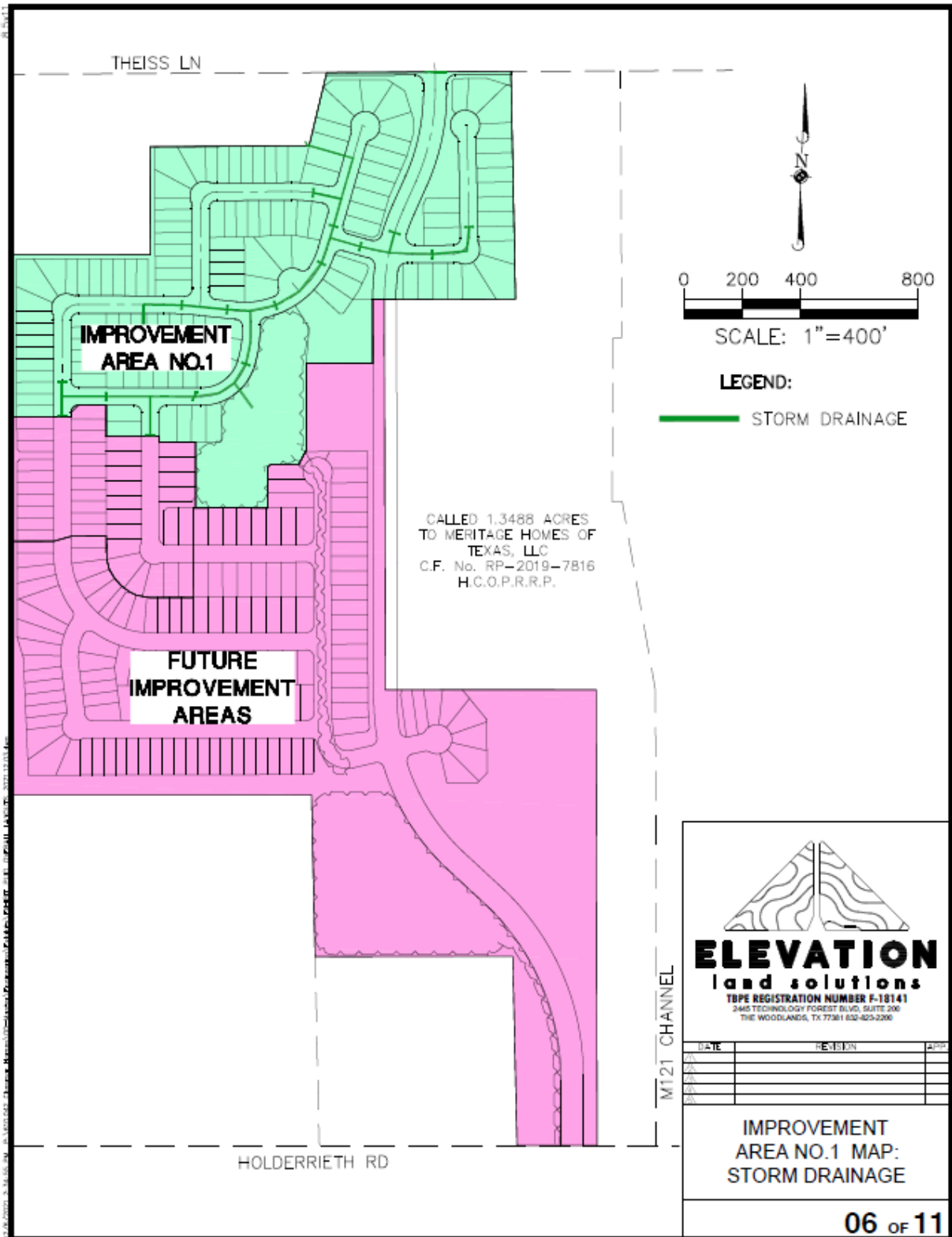
<b>Improvement Area #1</b>			
<b>Lot Type</b>	<b>Units</b>	<b>Total Assessment</b>	<b>Maximum Assessment per Lot Type</b>
1	66	\$ 2,269,923.50	\$34,392.78 per Unit
2	57	\$ 2,298,386.50	\$40,322.57 per Unit
<b>Total</b>		<b>\$ 4,568,310.00</b>	

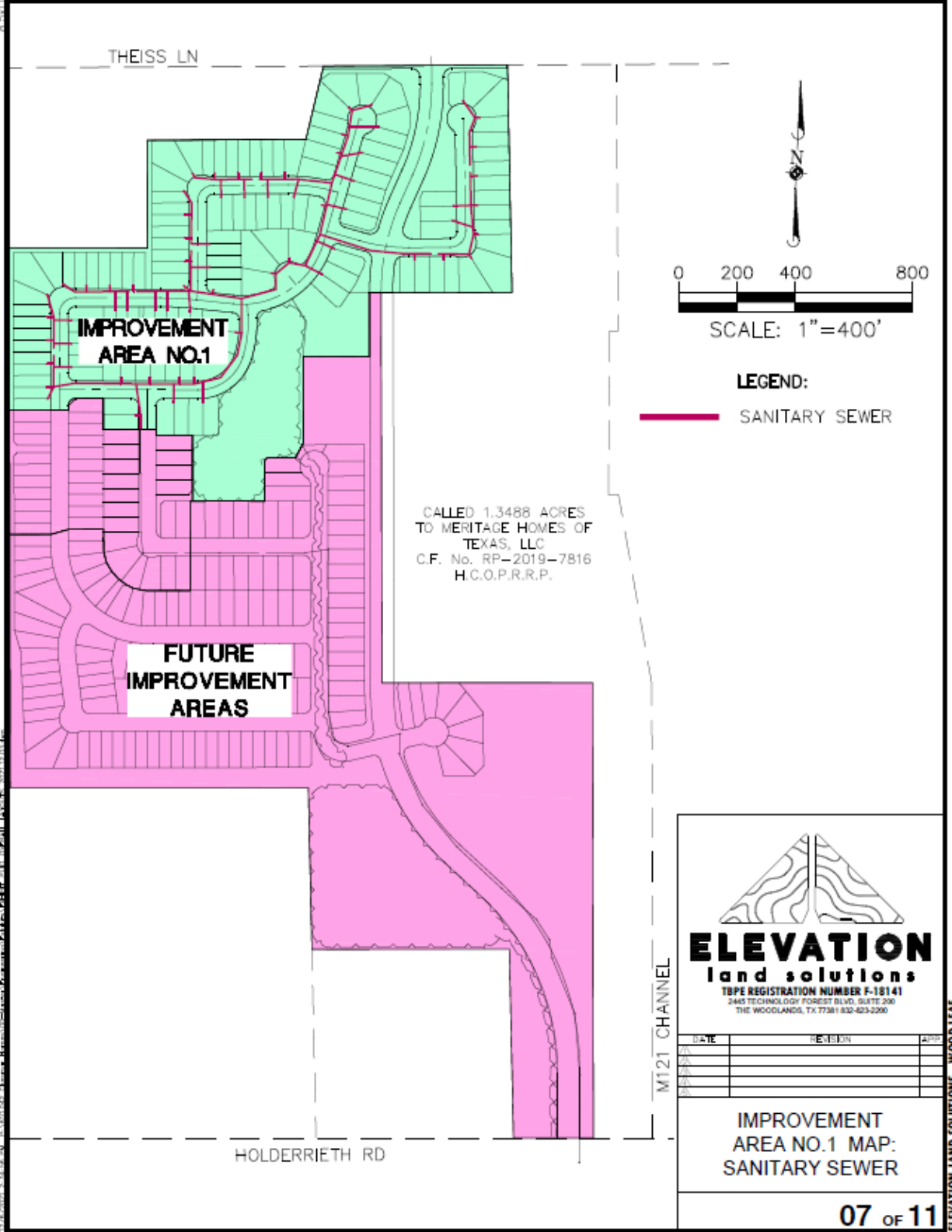


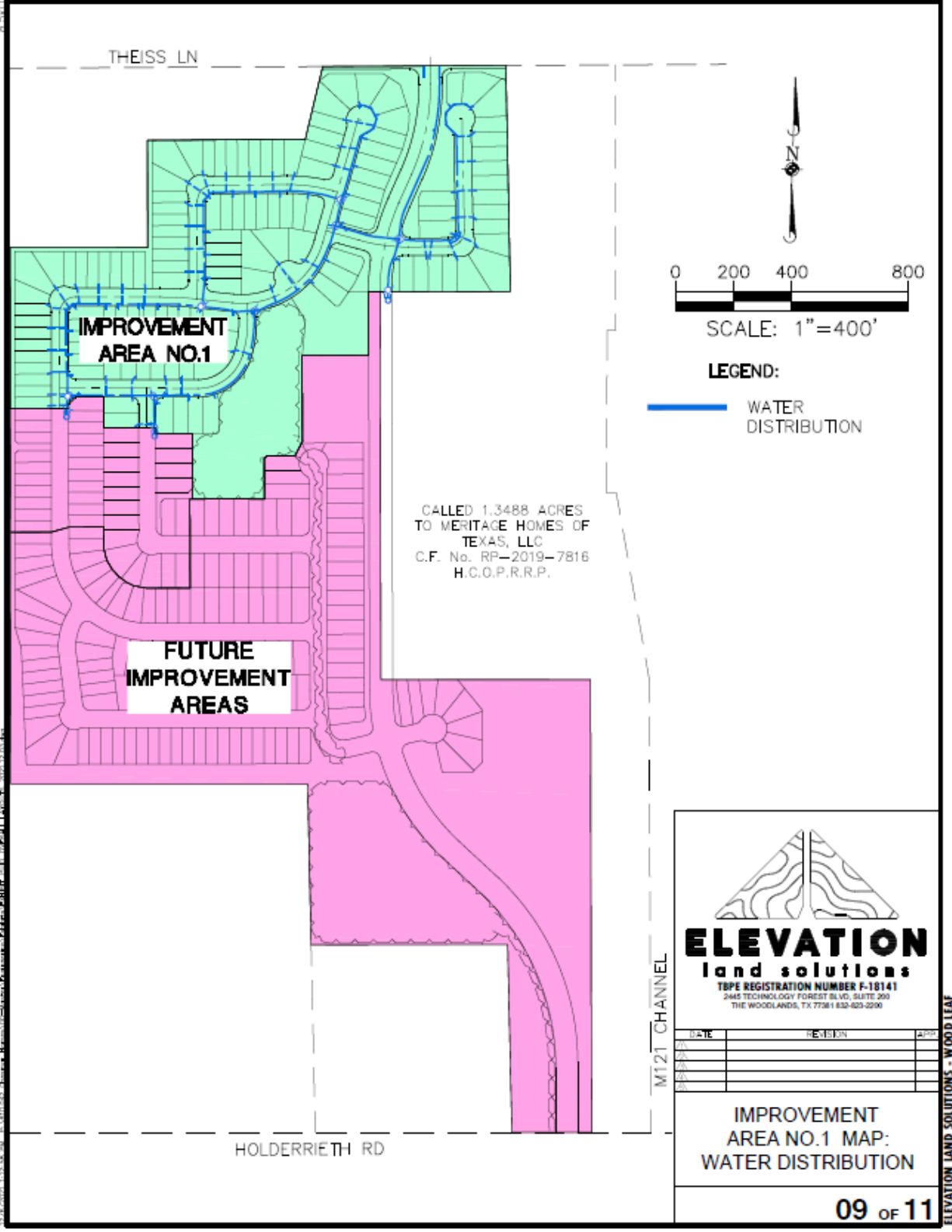
# EXHIBIT I – CONCEPT PLAN

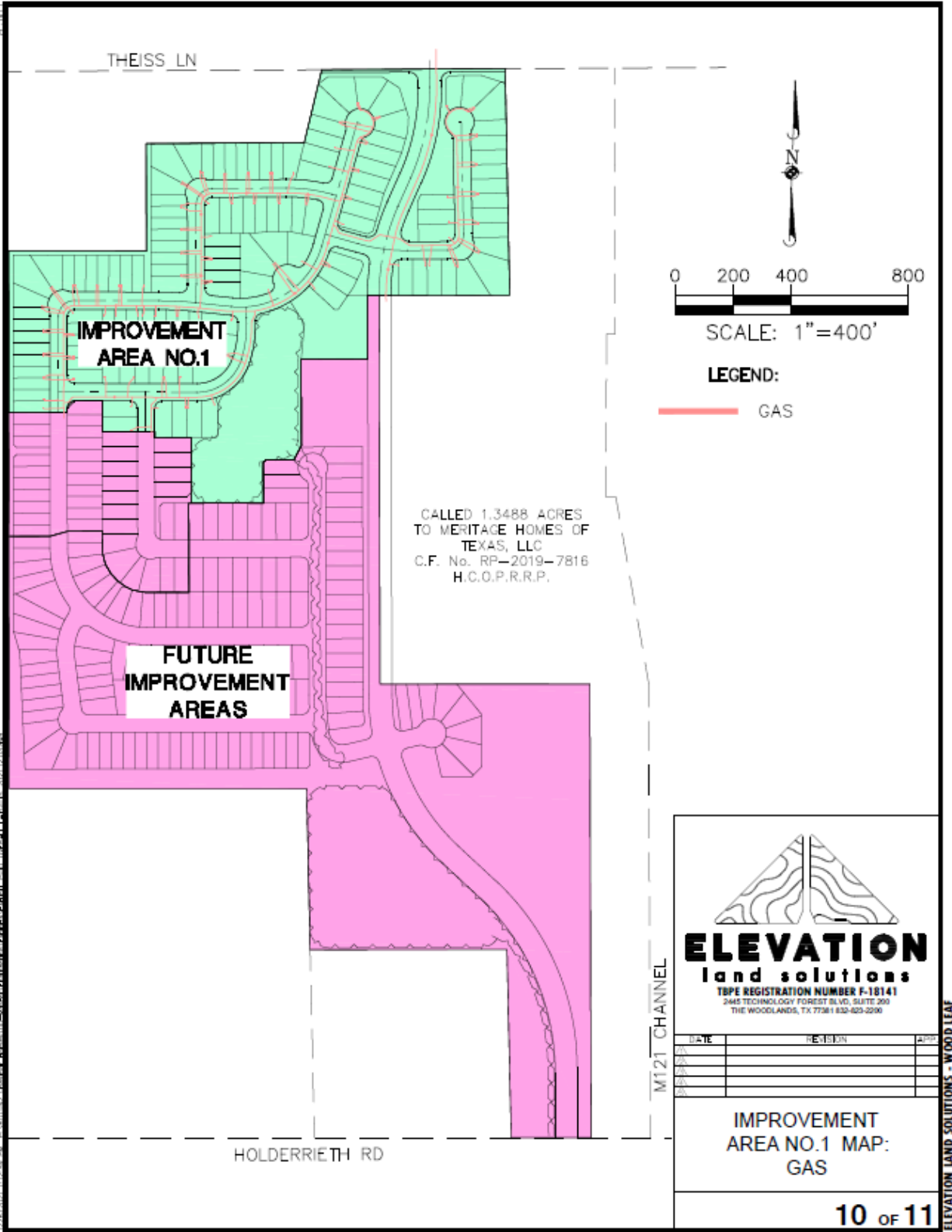


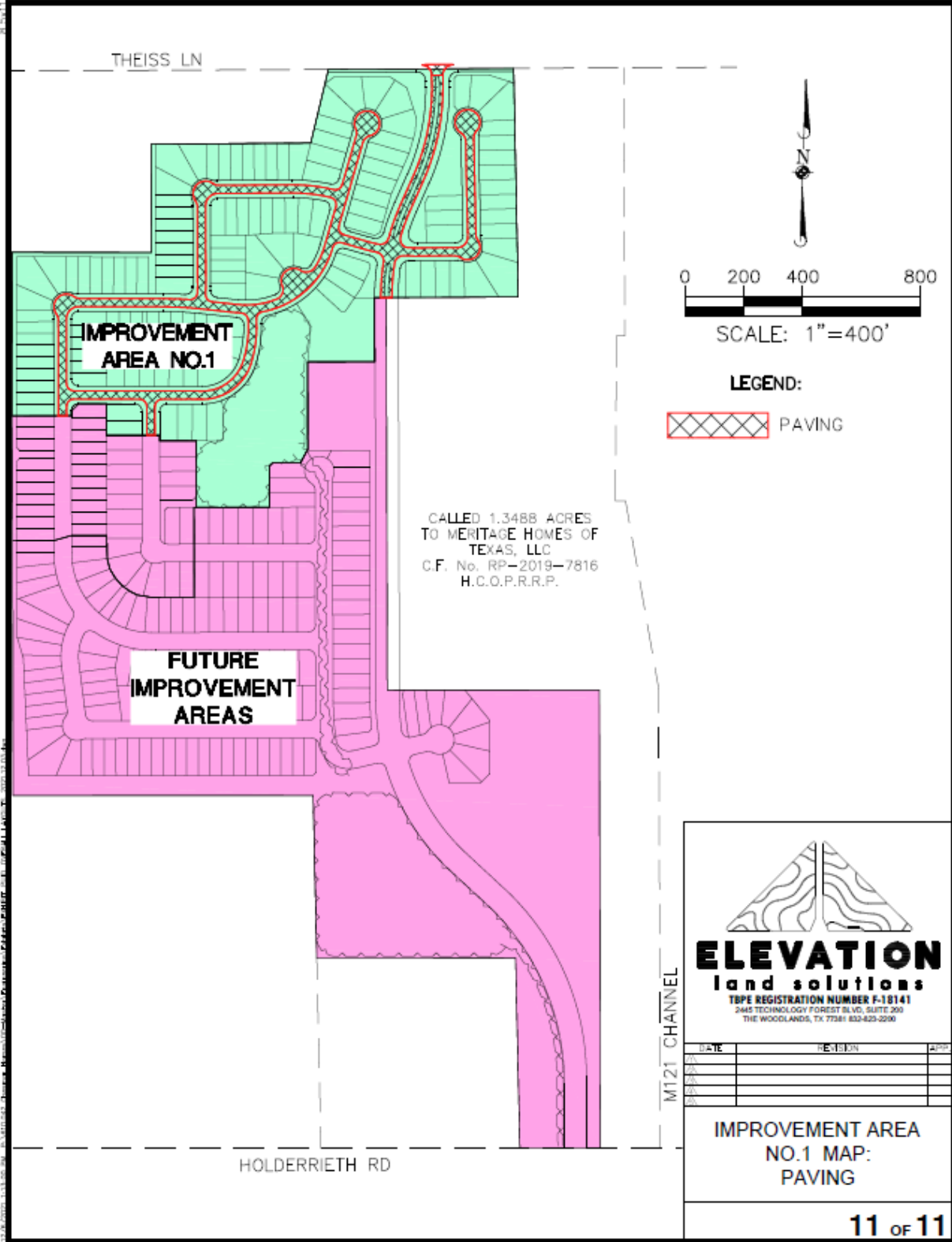
**EXHIBIT J-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS**



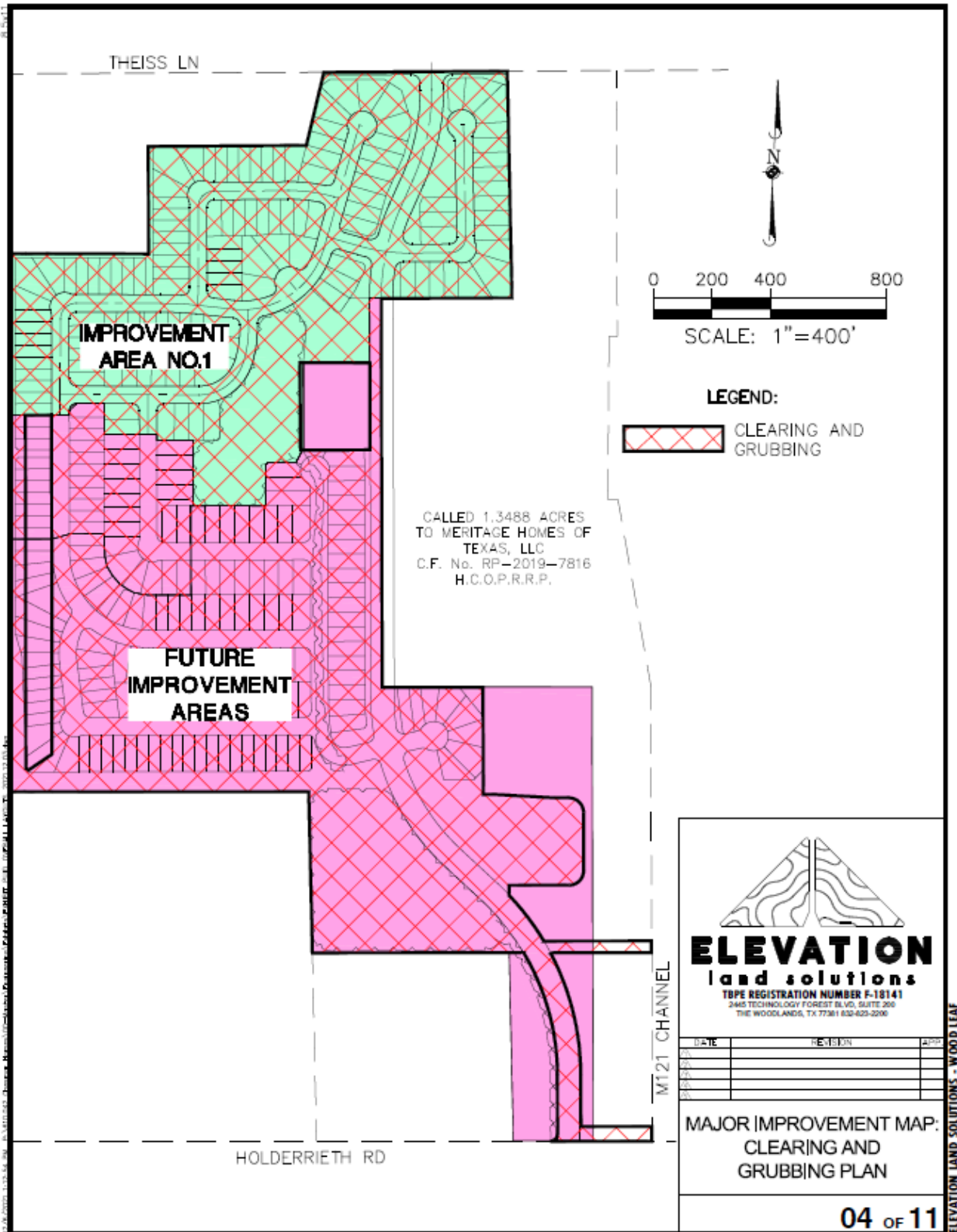


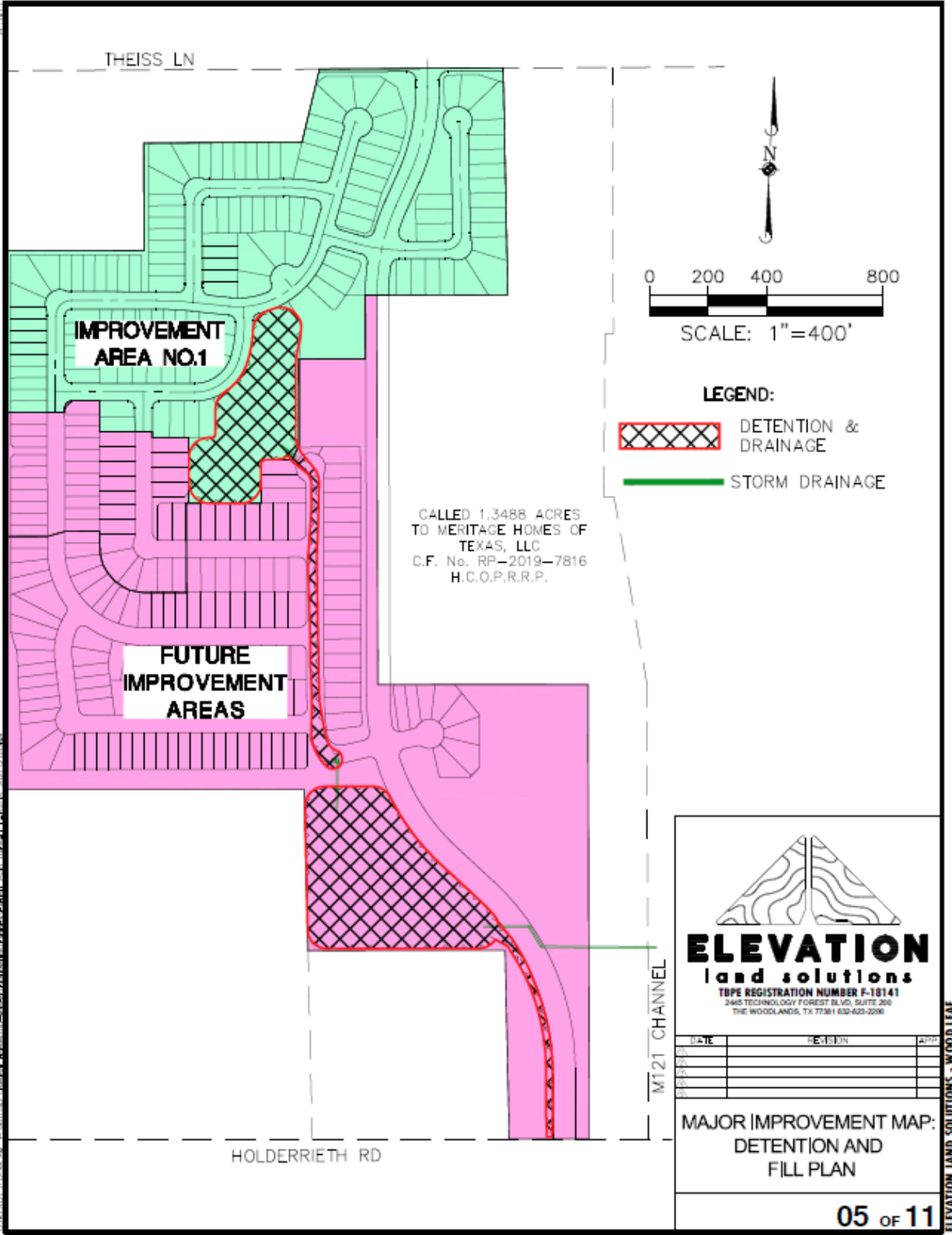




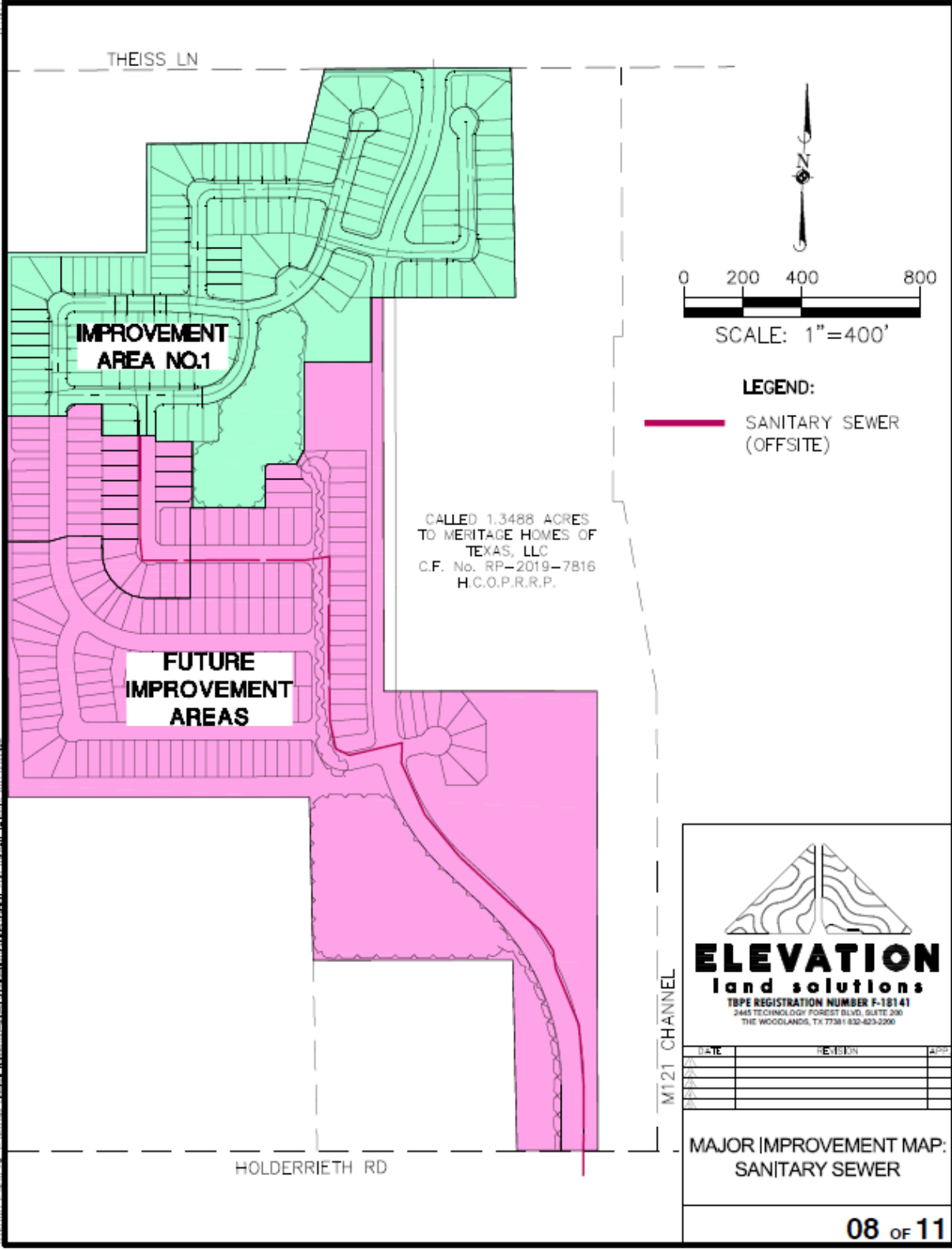


**EXHIBIT J-2 – MAPS OF MAJOR IMPROVEMENTS**









**EXHIBIT K – ESTIMATED BUILDOUT VALUE**

	Units		Estimated Buildout Value	Total Estimated Buildout Value	% of Estimated Buildout Value
<b><i>Improvement Area #1</i></b>					
40'	66	lots	\$ 290,000	\$ 19,140,000	
50'	57	lots	\$ 340,000	\$ 19,380,000	
				<b>\$ 38,520,000</b>	<b>41.33%</b>
<b><i>Future Improvement Areas</i></b>					
40'	103	lots	\$ 290,000	\$ 29,870,000	
50'	73	lots	\$ 340,000	\$ 24,820,000	
				<b>\$ 54,690,000</b>	<b>58.67%</b>
				<b>\$ 93,210,000</b>	<b>100.00%</b>

**EXHIBIT L – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

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[Date]  
Harris County Civil Courthouse  
Honorable [County Clerk Name]  
201 Caroline, Suite 310  
Houston, Texas 77002

**Re: City of Tomball Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Tomball is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Tomball  
Attn: [City Secretary]  
401 Market Street  
Tomball, Texas 77375

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary]  
City of Tomball  
401 Market Street  
Tomball, Texas 77375**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

STATE OF TEXAS	§	
	§	<b>KNOW ALL MEN BY THESE PRESENTS:</b>
COUNTY OF HARRIS	§	

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Tomball, Texas.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Tomball, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about January 18, 2021, the City Council for the City, approved Resolution No. 2021-04, creating the Wood Leaf Reserve Public Improvement District; and

**WHEREAS**, the Wood Leaf Reserve Public Improvement District consists of approximately 90.54 contiguous acres located within the City; and

**WHEREAS**, on or about\_\_\_\_, \_\_\_\_, the City Council, approved Ordinance No. \_\_\_\_\_, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Wood Leaf Reserve Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_.\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, as established by Ordinance No. \_\_\_\_\_, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF TOMBALL, TEXAS,**

By: \_\_\_\_\_  
[Name], [Title]

**ATTEST:**

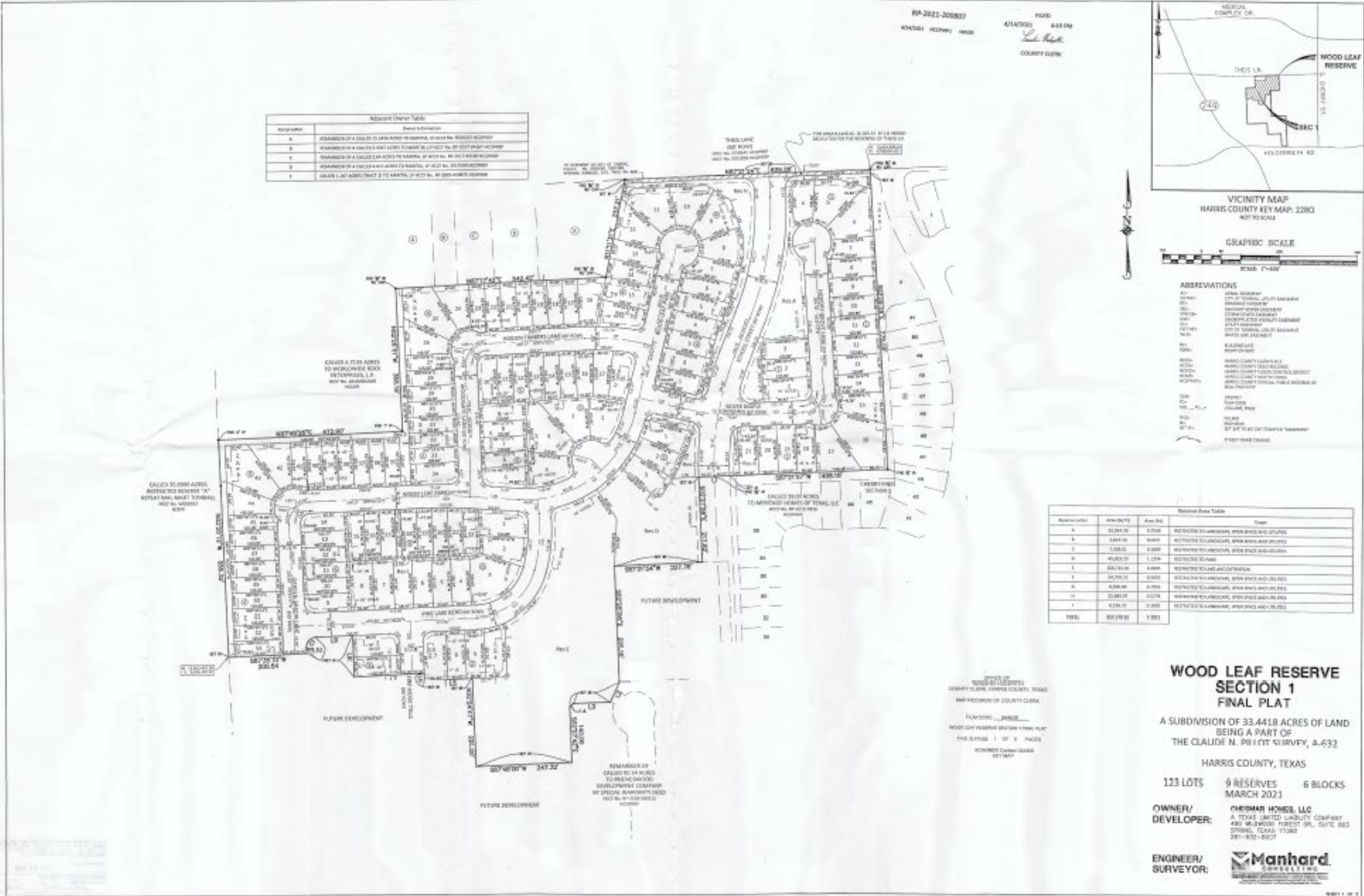
\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS** §  
§  
**COUNTY OF HARRIS** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Name], [Title] for the City of Tomball, Texas, on behalf of said municipality.

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

EXHIBIT M – IMPROVEMENT AREA #1 PLAT



CURVE	BEARING	LENGTH	DELTA	CHORD BEARING	CHORD
C1	285.02	38.38	168°51'32"	265°34'38"	55.44'
C2	190.03	29.28	169°22'52"	265°53'38"	59.19'
C3	190.03	29.27	169°22'52"	265°53'38"	59.19'
C4	185.02	31.17	169°29'28"	265°49'42"	64.93'
C5	185.02	31.17	169°29'28"	265°49'42"	64.93'
C6	180.00	157.57	180°00'00"	270°00'00"	157.57'
C7	185.02	38.38	168°51'32"	265°34'38"	55.44'
C8	180.00	157.57	180°00'00"	270°00'00"	157.57'
C9	185.02	38.38	168°51'32"	265°34'38"	55.44'
C10	185.02	38.38	168°51'32"	265°34'38"	55.44'
C11	185.02	38.38	168°51'32"	265°34'38"	55.44'
C12	185.02	38.38	168°51'32"	265°34'38"	55.44'
C13	185.02	38.38	168°51'32"	265°34'38"	55.44'
C14	185.02	38.38	168°51'32"	265°34'38"	55.44'
C15	185.02	38.38	168°51'32"	265°34'38"	55.44'
C16	185.02	38.38	168°51'32"	265°34'38"	55.44'
C17	185.02	38.38	168°51'32"	265°34'38"	55.44'
C18	185.02	38.38	168°51'32"	265°34'38"	55.44'
C19	185.02	38.38	168°51'32"	265°34'38"	55.44'
C20	185.02	38.38	168°51'32"	265°34'38"	55.44'
C21	185.02	38.38	168°51'32"	265°34'38"	55.44'
C22	185.02	38.38	168°51'32"	265°34'38"	55.44'
C23	185.02	38.38	168°51'32"	265°34'38"	55.44'
C24	185.02	38.38	168°51'32"	265°34'38"	55.44'
C25	185.02	38.38	168°51'32"	265°34'38"	55.44'
C26	185.02	38.38	168°51'32"	265°34'38"	55.44'
C27	185.02	38.38	168°51'32"	265°34'38"	55.44'
C28	185.02	38.38	168°51'32"	265°34'38"	55.44'
C29	185.02	38.38	168°51'32"	265°34'38"	55.44'
C30	185.02	38.38	168°51'32"	265°34'38"	55.44'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C31	954.00	12.57	168°51'32"	265°34'38"	20.32'
C32	954.00	12.57	168°51'32"	265°34'38"	20.32'
C33	954.00	12.57	168°51'32"	265°34'38"	20.32'
C34	954.00	12.57	168°51'32"	265°34'38"	20.32'
C35	954.00	12.57	168°51'32"	265°34'38"	20.32'
C36	954.00	12.57	168°51'32"	265°34'38"	20.32'
C37	954.00	12.57	168°51'32"	265°34'38"	20.32'
C38	954.00	12.57	168°51'32"	265°34'38"	20.32'
C39	954.00	12.57	168°51'32"	265°34'38"	20.32'
C40	954.00	12.57	168°51'32"	265°34'38"	20.32'
C41	954.00	12.57	168°51'32"	265°34'38"	20.32'
C42	954.00	12.57	168°51'32"	265°34'38"	20.32'
C43	954.00	12.57	168°51'32"	265°34'38"	20.32'
C44	954.00	12.57	168°51'32"	265°34'38"	20.32'
C45	954.00	12.57	168°51'32"	265°34'38"	20.32'
C46	954.00	12.57	168°51'32"	265°34'38"	20.32'
C47	954.00	12.57	168°51'32"	265°34'38"	20.32'
C48	954.00	12.57	168°51'32"	265°34'38"	20.32'
C49	954.00	12.57	168°51'32"	265°34'38"	20.32'
C50	954.00	12.57	168°51'32"	265°34'38"	20.32'
C51	954.00	12.57	168°51'32"	265°34'38"	20.32'
C52	954.00	12.57	168°51'32"	265°34'38"	20.32'

Lot Area Table Block 3	Parcel #	Area (Sq Ft)	Area (Ac)
	1	1413.31	0.1792
	2	6128.00	0.1409
	3	4885.43	0.1121
	4	4055.40	0.1186
	5	3514.11	0.1012
	6	2574.31	0.0596
	7	3879.43	0.0887
	8	4397.64	0.1013
	9	4195.38	0.0962
	10	3899.33	0.0893
	11	3380.86	0.0782
	12	4392.59	0.1012
	13	4291.31	0.0981
	14	4291.27	0.0981
	15	2910.18	0.0670
	16	1071.54	0.0245
	17	3512.39	0.0802
	18	4792.89	0.1102
	19	4281.75	0.0980
	20	4291.51	0.0981
	21	4281.14	0.0980

Lot Area Table Block 2	Parcel #	Area (Sq Ft)	Area (Ac)
	1	1698.13	0.0387
	2	2948.48	0.0676
	3	2916.42	0.0670
	4	3919.90	0.0902
	5	4291.17	0.0980
	6	4290.50	0.0980
	7	1944.50	0.0447

Lot Area Table Block 1	Parcel #	Area (Sq Ft)	Area (Ac)
	1	4000.00	0.1117
	2	4085.61	0.1127

Lot Area Table Block 4	Parcel #	Area (Sq Ft)	Area (Ac)
	1	4217.62	0.0966
	2	4392.00	0.1012
	3	5000.00	0.1148
	4	4417.00	0.0981
	5	3800.00	0.0887
	6	2888.55	0.0667
	7	6471.52	0.1496
	8	4308.00	0.0987
	9	3923.38	0.0904
	10	4791.95	0.1109
	11	3188.15	0.0736
	12	3628.86	0.0838
	13	4489.26	0.1034
	14	4549.24	0.1046
	15	3458.40	0.0794
	16	3187.76	0.0735
	17	3092.06	0.0714
	18	3068.80	0.0709
	19	3068.80	0.0709
	20	3068.80	0.0709
	21	3068.80	0.0709
	22	3068.80	0.0709
	23	4911.30	0.1123
	24	3780.90	0.0869
	25	12280.15	0.2811
	26	2788.54	0.0717
	27	4936.17	0.1133
	28	1038.00	0.0240
	29	1038.00	0.0240
	30	1038.00	0.0240

Lot Area Table Block 4	Parcel #	Area (Sq Ft)	Area (Ac)
	21	3000.00	0.0694
	22	3000.00	0.0694
	23	3000.00	0.0694
	24	3000.00	0.0694
	25	4059.36	0.0929
	26	3800.00	0.0887
	27	3800.00	0.0887
	28	3800.00	0.0887
	29	3800.00	0.0887
	30	3800.00	0.0887
	31	3800.00	0.0887
	32	3800.00	0.0887
	33	4248.00	0.0971
	34	4248.00	0.0971
	35	4248.00	0.0971
	36	4248.00	0.0971
	37	4248.00	0.0971
	38	4248.00	0.0971
	39	4248.00	0.0971
	40	4248.00	0.0971
	41	4248.00	0.0971
	42	4248.00	0.0971
	43	4248.00	0.0971
	44	4248.00	0.0971
	45	4248.00	0.0971
	46	4248.00	0.0971
	47	4248.00	0.0971
	48	4248.00	0.0971

Lot Area Table Block 5	Parcel #	Area (Sq Ft)	Area (Ac)
	1	4288.40	0.0980
	2	4288.40	0.0980
	3	4288.40	0.0980
	4	4288.40	0.0980
	5	4288.40	0.0980
	6	4288.40	0.0980
	7	4288.40	0.0980
	8	4288.40	0.0980
	9	4288.40	0.0980
	10	4288.40	0.0980
	11	4288.40	0.0980
	12	4288.40	0.0980
	13	4288.40	0.0980
	14	4288.40	0.0980
	15	4288.40	0.0980
	16	4288.40	0.0980
	17	4288.40	0.0980
	18	4288.40	0.0980

Lot Area Table Block 6	Parcel #	Area (Sq Ft)	Area (Ac)
	1	4288.40	0.0980
	2	4288.40	0.0980
	3	4288.40	0.0980
	4	4288.40	0.0980
	5	4288.40	0.0980
	6	4288.40	0.0980
	7	4288.40	0.0980
	8	4288.40	0.0980
	9	4288.40	0.0980
	10	4288.40	0.0980
	11	4288.40	0.0980
	12	4288.40	0.0980
	13	4288.40	0.0980
	14	4288.40	0.0980
	15	4288.40	0.0980
	16	4288.40	0.0980
	17	4288.40	0.0980
	18	4288.40	0.0980
	19	4288.40	0.0980
	20	4288.40	0.0980
	21	4288.40	0.0980
	22	4288.40	0.0980

LINE TABLE	LINE BEARING	LENGTH
L1	285°34'38"	38.38'
L2	265°53'38"	29.28'
L3	265°53'38"	29.27'
L4	265°49'42"	31.17'
L5	265°49'42"	31.17'
L6	270°00'00"	157.57'
L7	265°34'38"	38.38'
L8	270°00'00"	157.57'
L9	265°34'38"	38.38'
L10	265°34'38"	38.38'
L11	265°34'38"	38.38'
L12	265°34'38"	38.38'
L13	265°34'38"	38.38'
L14	265°34'38"	38.38'
L15	265°34'38"	38.38'
L16	265°34'38"	38.38'
L17	265°34'38"	38.38'
L18	265°34'38"	38.38'
L19	265°34'38"	38.38'
L20	265°34'38"	38.38'
L21	265°34'38"	38.38'
L22	265°34'38"	38.38'
L23	265°34'38"	38.38'
L24	265°34'38"	38.38'
L25	265°34'38"	38.38'
L26	265°34'38"	38.38'
L27	265°34'38"	38.38'
L28	265°34'38"	38.38'
L29	265°34'38"	38.38'
L30	265°34'38"	38.38'
L31	265°34'38"	38.38'
L32	265°34'38"	38.38'
L33	265°34'38"	38.38'
L34	265°34'38"	38.38'
L35	265°34'38"	38.38'
L36	265°34'38"	38.38'
L37	265°34'38"	38.38'
L38	265°34'38"	38.38'
L39	265°34'38"	38.38'
L40	265°34'38"	38.38'
L41	265°34'38"	38.38'
L42	265°34'38"	38.38'
L43	265°34'38"	38.38'
L44	265°34'38"	38.38'
L45	265°34'38"	38.38'
L46	265°34'38"	38.38'
L47	265°34'38"	38.38'
L48	265°34'38"	38.38'
L49	265°34'38"	38.38'
L50	265°34'38"	38.38'

LINE TABLE	LINE BEARING	LENGTH
L51	265°34'38"	38.38'
L52	265°34'38"	38.38'
L53	265°34'38"	38.38'
L54	265°34'38"	38.38'
L55	265°34'38"	38.38'
L56	265°34'38"	38.38'
L57	265°34'38"	38.38'
L58	265°34'38"	38.38'
L59	265°34'38"	38.38'
L60	265°34'38"	38.38'
L61	265°34'38"	38.38'
L62	265°34'38"	38.38'
L63	265°34'38"	38.38'
L64	265°34'38"	38.38'
L65	265°34'38"	38.38'
L66	265°34'38"	38.38'
L67	265°34'38"	38.38'
L68	265°34'38"	38.38'
L69	265°34'38"	38.38'
L70	265°34'38"	38.38'
L71	265°34'38"	38.38'
L72	265°34'38"	38.38'
L73	265°34'38"	38.38'
L74	265°34'38"	38.38'

STATE OF TEXAS §  
COUNTY OF HARRIS §

WE, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAVING ON AND THROUGH DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, OWNER IN THIS SECTION, AFORESAID TO AS OWNERS (WHETHER ONE OR MORE) OF THE 33.418 ACRES TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SECTION 1, AND HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LEGAL DEDICATIONS, RESERVATIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO MAINTAIN AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNDEVELOPED AREA, APPROXIMATELY 100 FEET IN WIDTH FROM A PLANE TWENTY (20) FEET ABOVE FINISHED LEVEL, LOCATED AS SHOWN TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH BOUNDARY SURVEYS (S.U. & A.S.) AS INDICATED AND LOCATED HEREON.

FOURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TO BEYOND ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL EXISTING, EXERCISE, CANALS, DRAINAGE, DRAINAGE, BULKHEADS, OR OTHER NATURAL, DRAINAGE CONDUITS LOCATED AND SHOWN UPON SAID PLAT, AS PARCELS FOR DRAINAGE PURPOSES, DURING THE CITY OF TOMBALL, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND HEREON TO ANY DRAINAGE, EASEMENT, CANAL, DITCH, OR NATURAL DRAINAGEWAY SHALL HEREBY BE ASSIGNED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN SPECIALLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, HAVING AUTHORITY, AND ITS COMPANY SEAL, HEREIN SET FORTH.

THIS 4 DAY OF January, 2021

CHESMAR HOMES, LLC  
A TEXAS LIMITED LIABILITY COMPANY

By: Donald P. Klein  
DONALD P. KLEIN  
CHIEF EXECUTIVE OFFICER

I, PAUL R. BRETHERTON, AN AUTHORIZED (OR REGISTERED) 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, HAVING BEEN MADE FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION OR THE GUIDANCE, 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 THREE QUARTERS (3/4) OF AN INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET, AND THAT THE PLAT GALLERY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

Paul R. Bretterton  
PAUL R. BRETHERTON  
TEXAS REGISTRATION NO. 5973

I, TODESHA HUSTON, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICITY WAS FILED FOR REGISTRATION IN MY OFFICE ON April 14, 2021 AT 4:10 O'CLOCK P.M. AND FULLY RECORDED ON April 16, 2021 AT 8:55 O'CLOCK A.M. AND AT FILE CODE NUMBER 14346 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.

TODESHA HUSTON  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By: [Signature]  
DEPUTY



THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WOOD LEAF RESERVE SECTION 1, IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF TOMBALL, TEXAS, AND APPROVED THE RECORDING OF THIS PLAT BY THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT BY THE CITY OF TOMBALL, TEXAS, ON THE DAY OF April, 2021.

[Signature]  
SARAHNA TABER  
CHAIRMAN

[Signature]  
DANIEL RODRIGUEZ  
VICE CHAIRMAN

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD P. KLEIN, CHIEF EXECUTIVE OFFICER, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREBY STATED:



GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4 DAY OF JANUARY, 2021.  
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES 2/16/2024

OFFICE OF  
TODESHA HUSTON  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
MAP RECORDS OF COUNTY CLERK

FILE CODE: \_\_\_\_\_  
WOOD LEAF RESERVE SECTION 1 FINAL PLAT  
FILED PAGE 3 OF 3 PAGES  
SCANNER/COMPILED BY MAP

### WOOD LEAF RESERVE SECTION 1 FINAL PLAT

A SUBDIVISION OF 33.418 ACRES OF LAND BEING A PART OF THE CLAUDE N. PILLOT SURVEY, A-632 HARRIS COUNTY, TEXAS

123 LOTS 9 RESERVES 6 BLOCKS  
MARCH 2021

OWNER/ DEVELOPER: CHESMAR HOMES, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
483 WILLOW FOREST DR., SUITE 100  
SPRING, TEXAS 77380  
281-932-0907

ENGINEER/ SURVEYOR: **Manhard CONSULTANTS**

UNLICENSED SURVEYORS  
NO SURVEYOR LICENSE NUMBER  
NO SURVEYOR LICENSE NUMBER  
NO SURVEYOR LICENSE NUMBER  
NO SURVEYOR LICENSE NUMBER  
NO SURVEYOR LICENSE NUMBER



## EXHIBIT N-1 – LOT TYPE 1 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
TOMBALL, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$34,392.78**

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Wood Leaf Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due	Lot Type 1 - Improvement Area #1 Initial Bonds				Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Principal	Interest [c]		
1/31/2022	-	462.39	(462.39)	-	-	-	-	-
1/31/2023	346.31	777.85	-	86.43	284.01	769.82	345.56	2,609.99
1/31/2024	361.37	762.27	-	84.70	292.15	757.04	352.47	2,609.99
1/31/2025	368.90	746.00	-	82.89	308.78	743.90	359.52	2,610.00
1/31/2026	383.96	729.40	-	81.04	318.87	730.00	366.71	2,609.99
1/31/2027	391.48	712.13	-	79.13	337.56	715.65	374.05	2,609.99
1/31/2028	406.54	694.51	-	77.17	349.78	700.46	381.53	2,609.99
1/31/2029	421.60	676.21	-	75.13	363.17	684.72	389.16	2,610.00
1/31/2030	429.13	657.24	-	73.03	385.28	668.38	396.94	2,610.00
1/31/2031	444.18	637.93	-	70.88	401.08	651.04	404.88	2,610.00
1/31/2032	459.24	617.94	-	68.66	418.18	632.99	412.98	2,610.00
1/31/2033	474.30	597.28	-	66.36	436.64	614.18	421.24	2,609.99
1/31/2034	489.36	575.93	-	63.99	456.52	594.53	429.66	2,610.00
1/31/2035	504.41	553.91	-	61.55	477.88	573.98	438.25	2,609.99
1/31/2036	527.00	531.21	-	59.02	493.26	552.48	447.02	2,610.00
1/31/2037	542.06	507.50	-	56.39	517.81	530.28	455.96	2,609.99
1/31/2038	557.11	483.11	-	53.68	544.04	506.98	465.08	2,609.99
1/31/2039	579.70	458.04	-	50.89	564.49	482.50	474.38	2,610.00
1/31/2040	594.76	431.95	-	47.99	594.33	457.10	483.87	2,609.99
1/31/2041	617.34	405.19	-	45.02	618.55	430.35	493.55	2,609.99
1/31/2042	639.93	377.41	-	41.93	644.79	402.52	503.42	2,609.99
1/31/2043	662.51	348.61	-	38.73	673.15	373.50	513.49	2,609.99
1/31/2044	685.10	318.80	-	35.42	703.72	343.21	523.75	2,610.00
1/31/2045	707.68	287.97	-	32.00	736.58	311.54	534.23	2,610.00
1/31/2046	730.27	256.12	-	28.46	771.84	278.40	544.91	2,610.00
1/31/2047	752.86	223.26	-	24.81	809.60	243.66	555.81	2,610.00
1/31/2048	782.97	189.38	-	21.04	842.45	207.23	566.93	2,610.00
1/31/2049	813.08	154.15	-	17.13	878.05	169.32	578.27	2,610.00
1/31/2050	835.67	117.56	-	13.06	924.06	129.81	589.83	2,610.00
1/31/2051	873.31	79.95	-	8.88	957.99	88.23	601.63	2,609.99
1/31/2052	903.43	40.65	-	4.52	1,002.62	45.12	613.66	2,609.99
<b>Total</b>	<b>\$ 17,285.57</b>	<b>\$ 14,411.86</b>	<b>\$ (462.39)</b>	<b>\$ 1,549.94</b>	<b>\$ 17,107.21</b>	<b>\$ 14,388.94</b>	<b>\$ 14,018.74</b>	<b>\$ 78,299.87</b>

[a] Interest is calculated at a 4.50% rate, actual rate will be determined at the time Improvement Area #1 Initial Bonds are issued.

[b] Additional Interest is calculated at a 0.50% rate.

[c] Interest is calculated pursuant to the Reimbursement Agreement.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## EXHIBIT N-2 – LOT TYPE 2 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
TOMBALL, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$40,322.57**

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Wood Leaf Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Installments Due	Lot Type 2 - Improvement Area #1 Initial Bonds				Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Principal	Interest [c]		
1/31/2022	-	542.11	(542.11)	-	-	-	-	-
1/31/2023	406.02	911.96	-	101.33	332.98	902.55	405.14	3,059.99
1/31/2024	423.68	893.69	-	99.30	342.52	887.57	413.24	3,059.99
1/31/2025	432.50	874.63	-	97.18	362.02	872.16	421.51	3,060.00
1/31/2026	450.16	855.16	-	95.02	373.85	855.86	429.94	3,059.99
1/31/2027	458.98	834.91	-	92.77	395.76	839.04	438.54	3,059.99
1/31/2028	476.64	814.25	-	90.47	410.09	821.23	447.31	3,059.99
1/31/2029	494.29	792.80	-	88.09	425.79	802.78	456.25	3,060.00
1/31/2030	503.12	770.56	-	85.62	451.71	783.62	465.38	3,060.00
1/31/2031	520.77	747.92	-	83.10	470.23	763.29	474.69	3,060.00
1/31/2032	538.42	724.49	-	80.50	490.28	742.13	484.18	3,060.00
1/31/2033	556.07	700.26	-	77.81	511.92	720.07	493.86	3,059.99
1/31/2034	573.73	675.23	-	75.03	535.24	697.03	503.74	3,060.00
1/31/2035	591.38	649.42	-	72.16	560.28	672.95	513.82	3,059.99
1/31/2036	617.86	622.80	-	69.20	578.31	647.73	524.09	3,060.00
1/31/2037	635.51	595.00	-	66.11	607.08	621.71	534.57	3,059.99
1/31/2038	653.17	566.40	-	62.93	637.84	594.39	545.27	3,059.99
1/31/2039	679.65	537.01	-	59.67	661.82	565.69	556.17	3,060.00
1/31/2040	697.30	506.43	-	56.27	696.80	535.91	567.29	3,059.99
1/31/2041	723.78	475.05	-	52.78	725.19	504.55	578.64	3,059.99
1/31/2042	750.26	442.48	-	49.16	755.96	471.92	590.21	3,059.99
1/31/2043	776.74	408.71	-	45.41	789.21	437.90	602.02	3,059.99
1/31/2044	803.22	373.76	-	41.53	825.05	402.38	614.06	3,060.00
1/31/2045	829.70	337.62	-	37.51	863.58	365.26	626.34	3,060.00
1/31/2046	856.18	300.28	-	33.36	904.91	326.40	638.87	3,059.99
1/31/2047	882.66	261.75	-	29.08	949.18	285.68	651.64	3,060.00
1/31/2048	917.96	222.03	-	24.67	987.69	242.96	664.68	3,060.00
1/31/2049	953.27	180.72	-	20.08	1,029.44	198.52	677.97	3,060.00
1/31/2050	979.75	137.83	-	15.31	1,083.38	152.19	691.53	3,059.99
1/31/2051	1,023.88	93.74	-	10.42	1,123.16	103.44	705.36	3,059.99
1/31/2052	1,059.19	47.66	-	5.30	1,175.48	52.90	719.47	3,059.99
<b>Total</b>	<b>\$ 20,265.84</b>	<b>\$ 16,896.67</b>	<b>\$ (542.11)</b>	<b>\$ 1,817.17</b>	<b>\$ 20,056.73</b>	<b>\$ 16,869.79</b>	<b>\$ 16,435.76</b>	<b>\$ 91,799.85</b>

[a] Interest is calculated at a 4.50% rate, actual rate will be determined at the time Improvement Area #1 Initial Bonds are issued.  
 [b] Additional Interest is calculated at a 0.50% rate.  
 [c] Interest is calculated pursuant to the Reimbursement Agreement.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

# City Council Meeting Agenda Item Data Sheet

Meeting Date: 2/7/2022

**Topic:**

Conduct a public hearing of the City Council of the City of Tomball to consider the advisability of the creation of a public improvement district to make certain improvements over certain property located within the City (TPID 12, Winfrey Estates).

**Background:**

Per Chapter 372 of the Texas Local Government Code, prior to the creation of a public improvement district, the City of Tomball should hold a public hearing regarding the advisability of the proposed district.

This item is to hold a public hearing to consider the advisability of creating Tomball Public Improvement District No. 12, Winfrey Estates. The Winfrey Estates development has previously submitted for a Planned Development (PD) zoning, which was approved in 2021, and has submitted their petition for the creation of the PID.

Following the public hearing (at a future meeting of Council), Council will consider a resolution to create this PID.

**Origination:** Community Development Department

**Recommendation:**

Not applicable.

**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 Meagan Mageo  
Staff Member \_\_\_\_\_  
Date \_\_\_\_\_

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

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

**MONDAY, FEBRUARY 7, 2022**



**6:00 P.M.**

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CITY.**

**NOTICE IS HEREBY GIVEN THAT** the City Council (the “City Council”) of the City of Tomball, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended “the “Act”), will hold a public hearing at 6:00 p.m. on February 7, 2022, in the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 for the purpose of considering the establishment by the City of a public improvement district to be located within its corporate limits.

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the extraterritorial jurisdiction of the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 401 Market Street, Tomball, Texas 77375. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

**GENERAL NATURE OF THE 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.

**ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS:** 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.

**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.

**PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID:** 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.

**BOUNDARIES OF THE PROPOSED PID:** 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. Hufsmith Rd, APPROXIMATELY 845 FEET East of Snook Lane and APPROXIMATELY 1,100 FEET West of FM 2978 (Hufsmith Kohrville Rd.). **A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.**

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

#### **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 \_\_\_st day of January 2022 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer  
Doris Speer  
City Secretary, TRMC, 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 feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 7, 2022

#### Topic:

Accept Resignation of Councilmember Lori Klein Quinn, Position 5

#### Background:

Councilmember Klein Quinn has submitted an Application for Place on Ballot in the May 7, 2022 General Election, for the position of Mayor. As the unexpired portion of her current position exceeds one year and 30 days and we have three-year terms, Councilmember Klein Quinn is subject to the “resign-to-run” provision of the Texas Constitution, Article XI, Section 11(a)(b):

Sec. 11. TERM OF OFFICE EXCEEDING TWO YEARS IN HOME RULE AND GENERAL LAW CITIES; VACANCIES. (a) A Home Rule City may provide by charter or charter amendment, and a city, town or village operating under the general laws may provide by majority vote of the qualified voters voting at an election called for that purpose, for a longer term of office than two (2) years for its officers, either elective or appointive, or both, but not to exceed four (4) years; provided, however, that tenure under Civil Service shall not be affected hereby; ***provided, however, that such officers, elective or appointive, are subject to Section 65(b), Article XVI, of this Constitution, providing for automatic resignation in certain circumstances, in the same manner as a county or district officer to which that section applies (see below).***

***(b) A municipality so providing a term exceeding two (2) years but not exceeding four (4) years for any of its non-civil service officers must elect all of the members of its governing body by majority vote of the qualified voters in such municipality.***

***(c) Any vacancy or vacancies occurring on such governing body shall not be filled by appointment but must be filled by majority vote of the qualified voters at a special election called for such purpose within one hundred and twenty (120) days after such vacancy or vacancies occur except that the municipality may provide by charter or charter amendment the procedure for filling a vacancy occurring on its governing body for an unexpired term of 12 months or less.***

Additionally, the Texas Constitution, Article 16, Section 65(b) states: ***(b) If any of the officers named herein shall announce their candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of this State or the United States other than the office then held, at any time when the unexpired term of the office then held shall exceed one year and 30 days, such announcement or such candidacy shall constitute an automatic resignation of the office then held, and the vacancy thereby created shall be filled pursuant to law in the same manner as other vacancies for such office are filled.***

Council is asked to accept the automatic resignation of Councilmember Klein Quinn, which will allow Council to call a special election to fill the vacated position in conjunction with the May 7, 2022 General Election.

Councilmember Klein Quinn will continue to serve in Council Position 5, under the “hold over” provision of the Texas Constitution, Article 16, Section 17, until a successor is elected and qualified for office.



**Origination:** Doris Speer, City Secretary

**Recommendation:** Accept automatic resignation of Councilmember Lori Klein Quinn, Position 5.

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

Signed Doris Speer 2-2-2022 Approved by \_\_\_\_\_

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 7, 2022

#### Topic:

Approve Resolution No. 2022-09, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Special City Officer's Election, to be held in the City of Tomball on Saturday, May 7, 2022; Designating the Polling Places and Appointing Election Officials for such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election

Resolución No. 2022-09, Una Resolución Y Orden Del Consejo Municipal De La Ciudad De Tomball, Texas, que ordena una Elección Especial De Funcionario Municipal, A celebrarse en la ciudad De Tomball el Sábado 7 de Mayo De 2022; que designa los lugares de votación y nombra los funcionarios Electorales para dicha Elección; que instruye la entrega del aviso de dicha elección; que designa la fecha para una elección de desempate en caso de ser necesaria; y que dispone los detalles relativos a la celebración de dicha Elección.

Nghị Quyết Số 2022-09, Hội Đồng Thành Phố Của Thành Phố Tomball, Texas Ban Hành Một Nghị Quyết Và Lệnh Tổ Chức Một Cuộc Bầu Cử Đặc Biệt Bầu Chọn Viên Chức Thành Phố Tại Thành Phố Tomball Vào Thứ Bảy, Ngày 7 Tháng Năm, 2022; Quy Định Các Địa Điểm Phòng Phiếu Và Chỉ Định Các Viên Chức Bầu Cử Cho Cuộc Bầu Cử Đó; Chỉ Thị Về Việc Thông Báo Về Cuộc Bầu Cử Đó; Quy Định Ngày Tổ Chức Một Cuộc Bầu Cử Quyết Định Chung Cuộc Nếu Cần; Và Quy Định Các Chi Tiết Liên Quan Đến Việc Tổ Chức Cuộc Bầu Cử Đây

第2022-09號決議，TEXAS州TOMBALL市市議會決議及命令之內容包括：於2022年5月7日（週六）在TOMBALL市舉行本市官員特別選舉；為上述選舉指定投票地點並任命選舉官員；就發出本選舉之通知作出指示；指定決選舉行日期（如果需要舉行決選）；以及就本選舉之舉行事宜作出具體規定。

#### Background:

Councilmember Klein Quinn has submitted an Application for Place on Ballot in the May 7, 2022 General Election, for the position of Mayor, constitution an 'automatic resignation' under the provisions of the Texas Constitution, Article XI, Section 11(a)(b), Article 16, Section 65(b), and Article 17.

The vacancy must be filled by special election, as our terms of office exceed two years. Council has already called a General Election for May 7, 2022, and is now asked to call a Special Election to be held in conjunction with the General Election on May 7, 2022, to fill the vacancy.

The filing period for place on ballot will begin February 8, 2022 and end February 28, 2022, for all candidates, including write-in candidates.

Early voting by personal appearance will begin April 25, 2022 and end May 3, 2022, with one 12-hour day on April 26. Should a runoff election prove necessary, Resolution No. 2022-09 sets June 4, 2022 as the date for the runoff election, and incorporating the same schedule for early voting as runoff schedule for the General Election. June 4 complies with the requirement under Texas State Election Code Section 2.025 that a run-off election must be held not earlier than the 20th day nor later than the 30th day after the final canvass of the main election.

Under the Texas Constitution, Article 16, Section 17; Councilmember Klein Quinn will continue to serve in Council Position 5, under the "hold over" provision, until a successor is elected and qualified for office.

**Origination:** Doris Speer, City Secretary

**Recommendation:** Approve Resolution No. 2022-09, ordering the special election on May 7, 2022, and possible runoff election on June 4, 2022.

**Party(ies) responsible for placing this item on agenda:** Tracylynn Garcia, Asst. City Secretary

Signed Doris Speer 2-2-2022 Approved by \_\_\_\_\_

**RESOLUTION NO. 2022-09**

**A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ORDERING A SPECIAL CITY OFFICER'S ELECTION, TO BE HELD IN THE CITY OF TOMBALL ON SATURDAY, MAY 7, 2022; DESIGNATING THE POLLING PLACES AND APPOINTING ELECTION OFFICIALS FOR SUCH ELECTION; DIRECTING THE GIVING OF NOTICE OF SUCH ELECTION; DESIGNATING THE DATE FOR A RUNOFF ELECTION IF NEEDED; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION**

\* \* \* \* \*

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

**Section 1:** An unexpired term now exists for Council Position 5, due to the resignation of Council Member Lori Klein Quinn, effective February 7, 2022.

**Section 2:** It is hereby ordered that a Special Election be held in and throughout the City of Tomball, Texas, on the 7th day of May 2022, at which election the following officer shall be elected by the resident qualified electors in and for the said City of Tomball, to-wit:

**POSITION**

**COUNCIL POSITION 5.**

**Section 3:** The present boundaries of the City constituting one election precinct, the polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the election at said polling place:

**POLLING PLACE**

Tomball City Hall 401 Market Street  
Tomball, Texas 77375

**ELECTION OFFICERS**

Patsy Kinsey, Presiding Judge  
Latrell Shannon, Alternate Presiding Judge

The City Secretary is hereby authorized and directed to provide a copy of the RESOLUTION to the judges as written notice of their appointment as required by Section 32.009 of the Texas Election Code. If either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties, the City Secretary is authorized to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified Election Clerks, as needed.

The Presiding Judge shall have the authority, assisted by the City Secretary, to appoint no more than seven (7) clerks to assist in the holding of such election, but in no event shall the Presiding Judge appoint less than two clerks. Said election officers shall also serve as the Early Voting Ballot Board for such election; the Presiding Judge of such election precinct shall also serve as the Presiding Officer of the Early Voting Ballot Board.

The Election Judge shall be compensated at an hourly rate of \$16.00; early voting clerks and election clerks shall be compensated at an hourly rate of \$15.00 as provided by Title 3, Section 32.091(a) of the State Election Code. The Election Judge shall be compensated in the amount of \$25.00 for the delivery of election equipment and supplies as provided by Title 3, Section 32.091(a) of the State Election Code, if such delivery is necessary. The City will pay for any required training of the City's election judges and clerks. Judges and clerks will also be reimbursed for travel and will be paid at the set hourly rates for training time.

**Section 4:** The City Secretary is hereby appointed the Elections Clerk for early voting; the appointment of a deputy clerk or clerks for early voting by the City Secretary shall be in accordance with Section 83.001 *et seq.* of the Texas Election Code. The place for early voting for such election is hereby designated as:

City Hall  
City of Tomball, Texas  
401 Market Street  
Tomball, Texas 77375.

In order to meet the requirements of Section 85.005 of the Election Code, on each day for early voting which is not a Saturday, a Sunday, or an official state holiday, beginning on the twelfth (12<sup>th</sup>) day and continuing through the fourth (4<sup>th</sup>) day preceding the date of such election, said clerks shall keep City Hall open Monday through Friday from seven forty-five o'clock (7:45) a.m. until five o'clock (5:00) p.m., with the exemption of Tuesday, April 26, 2022, when City Hall will be open for 12 hours, from seven forty-five o'clock (7:45) a.m. until seven forty-five o'clock (7:45) p.m.

Said clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The above-described place for early voting is also the clerk's mailing address to which ballot applications and ballots voted by mail may be sent. The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

**Section 5:** All ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used for early voting by mail and the eSlate Direct Recording Electronic (DRE) Voting System shall be used for early voting by personal appearance and voting on Election Day, both of which are part of the eSlate DRE Voting System. The City Council hereby adopts for use in early and election day voting the eSlate Direct Recording Electronic (DRE) Voting System as approved by the Secretary of State. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials is hereby authorized.

**Section 6:** The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

**Section 7:** Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary after the closing of the polls.

**Section 8:** Said election shall be held in accordance with the provisions of Article XI, Section 11 of the Constitution of Texas, which provides that a municipality having terms exceeding two (2) years must fill any vacancy within 120 days after such vacancy occurs, the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. Only duly qualified resident electors of the City of Tomball shall be qualified to vote.

**Section 9:** The first day to file an application for place on ballot is February 8, 2022. All candidates for election for the Office of City Council, Position 5, must file their names with the City Secretary of the City of Tomball, Texas, by 5:00 P.M. on February 25, 2022 in order for their names to be included on the Official Ballot.

**Section 10:** Should a Runoff Election be required, the date of the Runoff Election is designated to be Saturday, June 4, 2022. Early voting for the Runoff Election will begin May 23, 2022 and end May 31, 2022. All terms, conditions, and provisions established for the May 7, 2022 Special Election shall apply to the Runoff Election.

**Section 11:** The City Secretary is hereby authorized and instructed to give Notice of said election as required by law.

**PASSED, APPROVED and RESOLVED** this 7<sup>th</sup> day of February 2022.

\_\_\_\_\_  
GRETCHEN FAGAN, Mayor  
City of Tomball

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary  
City of Tomball

RESOLUCIÓN NRO. 2022-09

**RESOLUCIÓN 2022-09 DE ELECCIÓN ESPECIAL**

UNA RESOLUCIÓN Y ORDEN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS, QUE ORDENA UNA ELECCIÓN ESPECIAL DE FUNCIONARIO MUNICIPAL, A CELEBRARSE EN LA CIUDAD DE TOMBALL EL SÁBADO 7 DE MAYO DE 2022; QUE DESIGNA LOS LUGARES DE VOTACIÓN Y NOMBRA LOS FUNCIONARIOS ELECTORALES PARA DICHA ELECCIÓN; QUE INSTRUYE LA ENTREGA DEL AVISO DE DICHA ELECCIÓN; QUE DESIGNA LA FECHA PARA UNA ELECCIÓN DE DESEMPATE EN CASO DE SER NECESARIA; Y QUE DISPONE LOS DETALLES RELATIVOS A LA CELEBRACIÓN DE DICHA ELECCIÓN.

\* \* \* \* \*

**EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS DETERMINA:**

**Sección 1:** En la actualidad, hay un mandato sin finalizar para la Posición 5 del Consejo debido a la renuncia de la Concejala Lori Klein Quinn, vigente a partir del 7 de febrero de 2022.

**Sección 2:** Por la presente se ordena que se realice una Elección Especial en toda la Ciudad de Tomball, Texas, el 7 de mayo de 2022, elección en la cual los residentes que sean votantes habilitados votarán para elegir al siguiente funcionario en y para la mencionada Ciudad de Tomball, a saber:

**POSICIÓN**

**POSICIÓN 5 DEL CONSEJO**

**Sección 3:** Los límites actuales de la Ciudad conformarán un precinto electoral, los lugares de votación estarán abiertos para votar desde las siete de la mañana (7:00 a.m.) hasta las siete de la tarde (7:00 p.m.) en el siguiente lugar de votación, y por la presente se designan a los siguientes funcionarios para llevar a cabo la elección en dicho lugar de votación:

**LUGAR DE VOTACIÓN**

Tomball City Hall 401 Market Street  
Tomball, Texas 77375

**FUNCIONARIOS ELECTORALES**

Patsy Kinsey, Juez Presidente  
Latrell Shannon, Juez Presidente Alterno

Por la presente, se autoriza e instruye a la Secretaria de la Ciudad a entregar una copia de esta RESOLUCIÓN a los jueces en calidad de aviso por escrito de su designación según lo exige la Sección 32.009 del Código Electoral de Texas. Si fuera necesario y el Juez Presidente o el Juez Presidente Alterno no pudiera desempeñar sus funciones asignadas, el Secretario de la Ciudad está autorizado a escoger un Juez Presidente Actuante o Juez Presidente Alterno Actuante entre los Oficiales Electorales calificados.

El Juez Presidente estará autorizado, con la ayuda de la Secretaria de la Ciudad, a nombrar a no más de siete (7) oficiales para colaborar en la celebración de dicha elección, pero bajo ninguna circunstancia el Juez Presidente nombrará menos de dos oficiales. Dichos funcionarios electorales además actuarán como el Consejo de Boletas de Votación Anticipada para dicha elección; el Juez Presidente para dicho precinto electoral también actuará como Funcionario que preside el Consejo de Boletas de Votación Anticipada.

El Juez de la Elección será compensado con una tarifa por hora de \$16.00; los oficiales de votación anticipada y los funcionarios electorales serán compensados con una tarifa por hora de \$15.00 según lo dispone la Sección 32.091(a) del Título 3 del Código Electoral del Estado. El Juez de la Elección será compensado con una cantidad de \$25.00 por la entrega de equipamiento y suministros de la elección según lo dispone la Sección 32.091(a) del Título 3 del Código Electoral del Estado, si dicha entrega fuera necesaria. La Ciudad pagará por cualquier capacitación requerida para los jueces y los oficiales de la elección de la Ciudad. Los jueces y los oficiales también recibirán el reembolso de los gastos de transporte y se les pagarán las tarifas por hora establecidas por el tiempo de capacitación.

**Sección 4:** Por la presente se designa a la Secretaria de la Ciudad como Oficial de las Elecciones para la votación anticipada; la designación de uno o más suboficiales para la votación anticipada por la Secretaria de la Ciudad se realizará de acuerdo con la Sección 83.001 y siguientes del Código Electoral de Texas. Por la presente se designa el lugar de votación anticipada para dicha elección como:

Alcaldía  
City of Tomball, Texas  
401 Market Street  
Tomball, Texas 77375.

Con el fin de cumplir los requisitos de la Sección 85.005 del Código Electoral, todos los días de la votación anticipada, salvo sábados, domingos y feriados oficiales del estado, a partir del décimo segundo (12.º) día y siguiendo hasta el cuarto (4.º) día anteriores a la fecha de dicha elección, dichos oficiales mantendrán la Alcaldía abierta de lunes a viernes desde las siete y cuarenta y cinco de la mañana (7:45 a.m.) hasta las cinco de la tarde (5:00 p.m.), a excepción del martes 26 de abril de 2022, cuando la Alcaldía estará abierta por 12 horas, desde las siete y cuarenta y cinco de la mañana (7:45 a.m.) hasta las siete y cuarenta y cinco de la tarde (7:45 p.m.).

Dichos oficiales no le permitirán a nadie votar con anticipación en persona durante ningún día que no sea un día laboral regular para la oficina del oficial, y bajo ninguna circunstancia le permitirán a nadie votar con anticipación en persona en cualquier horario en el cual dicha oficina no está abierta al público. El lugar descrito anteriormente para la votación anticipada también es la dirección postal del oficial a la cual se deben enviar las solicitudes de boleta de votación y las boletas de votación por correo. El oficial de votación anticipada, de acuerdo a las disposiciones del Código Electoral de Texas, mantendrá una lista que incluye cada persona que vota con anticipación en persona y cada persona a la que se le envía una boleta de votación por correo. La lista tendrá una forma aprobada por el Secretario de Estado.



**Sección 5:** Todas las boletas de votación serán preparadas de acuerdo con el Código Electoral de Texas. Las boletas de votación de papel se usarán para la votación anticipada por correo y el Sistema de votación electrónico de registro directo (DRE) eSlate se usará para la votación anticipada en persona y para la votación del Día de Elección, las cuales forman parte del Sistema de votación DRE eSlate. Por la presente el Consejo Municipal adopta para uso en la votación anticipada y la votación del día de la elección el Sistema de votación electrónico de registro directo (DRE) eSlate según lo aprobó el Secretario de Estado. Por la presente, se autorizan todos los gastos necesarios para la realización de la elección, la compra de materiales para ella y el empleo de todos los funcionarios electorales.

**Sección 6:** Por medio de la presente se autoriza e instruye a la Secretaria de la Ciudad a proporcionar todos los suministros necesarios para llevar a cabo dicha elección.

**Sección 7:** Se dará aviso de esta elección de acuerdo con las disposiciones del Código Electoral de Texas y los resultados de dicho aviso se realizarán según lo dispone el mencionado Código. El Alcalde emitirá todas las órdenes y los escritos necesarios para dicha elección, y los resultados de dicha elección serán entregados a la Secretaria de la Ciudad después del cierre de los lugares de votación.

**Sección 8:** Dicha elección se llevará a cabo de acuerdo con las disposiciones de la Sección 11 del Artículo XI de la Constitución de Texas, que dispone que una municipalidad que tiene mandatos que superan los dos (2) años debe cubrir cualquier vacante dentro de los 120 días posteriores a que se produzca dicha vacante, el Código Electoral de Texas y la Ley Federal de Derecho al Voto de 1965 y sus enmiendas. Solo los residentes que sean votantes debidamente habilitados de la Ciudad de Tomball podrán votar.

**Sección 9:** El primer día para presentar la solicitud para obtener un lugar en la boleta de votación es el 8 de febrero de 2022. Todos los candidatos para la Posición 5 en el Consejo Municipal deben presentar sus nombres ante la Secretaria de la Ciudad de la Ciudad de Tomball, Texas, antes de las 5:00 P.M. del 25 de febrero de 2022, a fin de que sus nombres sean incluidos en la Boleta Oficial de Votación.

**Sección 10:** En caso de necesidad de una elección de desempate, se designa el sábado 4 de junio de 2022 como la fecha de la elección de desempate. La votación anticipada para la elección de desempate comenzará el 23 de mayo de 2022 y finalizará el 31 de junio de 2022. En la elección de desempate se aplicarán todos los términos, las condiciones y las disposiciones establecidos para la Elección Especial del 7 de mayo de 2022.

**Sección 11:** Por la presente se autoriza e instruye a la Secretaria de la Ciudad a dar aviso de dicha elección según lo requiere la ley.

**ACEPTADA, APROBADA y RESUELTA** el 7 de febrero de 2022.

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GRETCHEN FAGAN, Alcalde  
Ciudad de Tomball

ATESTIGUA:

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DORIS SPEER, Secretaria de la Ciudad  
Ciudad de Tomball

## 第2022-09號決議

### 決議2022-09特別選舉

TEXAS州TOMBALL市市議會決議及命令之內容包括：於2022年5月7日（週六）在TOMBALL市舉行本市官員特別選舉；為上述選舉指定投票地點並任命選舉官員；就發出本選舉之通知作出指示；指定決選舉行日期（如果需要舉行決選）；以及就本選舉之舉行事宜作出具體規定。

\* \* \* \* \*

TEXAS州TOMBALL市市議會決議如下：

**第1節：**由於議會成員Lori Klein Quinn於2022年2月7日辭職，議會席位5現在存在未滿任期。

**第2節：**現命令於2022年5月7日在Texas州Tomball市舉行一項特別選舉，藉此由Tomball市合資格居民選民投票選出以下官員：

#### 席位

議會席位5。

**第3節：**本市之當前範圍可構成一選區；下列投票地點應於上午七時(7:00)至晚上七時(7:00)開放，以便選民進行投票；現任命以下人士擔任選舉官員，負責執行該投票地點之選舉：

#### 投票地點

Tomball City Hall 401 Market Street  
Tomball, Texas 77375

#### 選舉官員

Patsy Kinsey, 主審法官  
Latrell Shannon, 候補主審法官。

根據Texas州選舉法第32.009條之規定，現授權並指示市政秘書向選舉法官提供本決議之副本，作為其書面委任通知。若主審法官或候補首席選舉法官無法行使其職責，則市政秘書有權在必要時選擇一名合資格之選舉書記員擔任代理主審法官或代理候補主審法官。

主審法官，由市秘書協助，有權任命不超過七(7)名書記員來協助舉行本次選舉，但在任何情況下，主審法官任命之書記員均不得少於兩人。上述選舉官員還應擔任本次選舉的提前投票選票委員會成員，本選區之主審法官還應擔任提前投票選票委員會首席官員。

依據本州選舉法第3篇第32.091(a)條之規定，選舉法官應獲得時薪為16.00美元的報酬；提前投票書記員和選舉書記員應獲得時薪為15.00美元的報酬。依據州選舉法第3篇第32.091(a)條之規定，如需運送選舉設備及用品，選舉法官應獲得金額為25.00美元的報酬。本市選舉法官與書記員的一切必要培訓費用應由本市承擔。法官與書記員的差旅費用應亦予以報銷，且培訓期間應按照規定時薪獲得報酬。

**第4節：**現任命市政秘書為提前投票的選舉書記員，並由市政秘書依照Texas州選舉法第83.001條及以下條款之規定，任命一名或多名提前投票書記員助手。本選舉之提前投票地點為：

市政廳  
City of Tomball,  
Texas 401 Market  
Street  
Tomball, Texas  
77375。

為滿足選舉法第85.005節的要求，上述書記員應確保市政廳在提前投票期間非週六、週日或國家法定假日的每一天開放：即從選舉日前十二(12)天至前四(4)天期間，於週一至週五的上午七時四十五分(7:45)至下午五時(5:00)開放，2022年4月26日週二除外，市政廳將開放12小時，從早上七時四十五(7:45)到晚上七時四十五(7:45)開放。

上述書記員不得允許任何人士於非書記員辦公室正常工作日進行親自出席提前投票，並且在任何情況下，都不得允許任何人士於非書記員辦公室面向公眾開放的時間進行親自出席提前投票。選票申請與郵寄選票亦可寄往上述提前投票地點，收件人為上述書記員。依據Texas州選舉法規定，提前投票書記員應記錄一份名單，上面載有每位參加親自出席提前投票的選民及每位寄送郵寄選票的選民。該名單應採用州務卿許可的形式記錄。

**第5節：**所有選票都應依照Texas州選舉法製備。紙質選票應當用於郵寄方式的提前投票，eSlate直接記錄式電子投票系統(DRE)應當用於親自出席提前投票和選舉日投票。市議會依據州務卿之授權，現決定在提前投票和選舉日投票中採用eSlate直接記錄式電子投票系統(DRE)。舉行本次選舉、購買相關材料及僱傭所有選舉官員所需的一切支出亦在此予以批准。

**第6節：**現授權並指示市政秘書佈置所有必要的選舉用品以舉行本次選舉。

**第7節：**本選舉通知應依據Texas州選舉法之規定發出；上述通知的回執確認亦應依據上述選舉法規定執行。市長應簽發本選舉的所有必要命令及令狀；投票關閉后，應向市政秘書提交本選舉的選票報告。

**第8節：** 本次選舉應依照Texas州憲法第XI條第11款之規定舉行。Texas州憲法規定，若任期超過兩(2)年的市政職位出現空缺，則應於120天內，根據Texas州選舉法與經修訂的1965年聯邦投票權法案，予以填補。唯有合資格的Tomball市居民選民有資格進行投票。

**第9節：** 自2022年2月8日起，可提交選票席位申請書。競選市議員職位（議會席位5）的所有候選人應於2022年2月25日下午5:00前將其姓名提交至Texas州Tomball市市政秘書，以便其姓名得以載入正式選票。

**第10節：** 如需舉行決選，則舉行日期定為2022年6月4日（週六）。決選提前投票將於2022年5月23日開始，直至2022年5月31日結束。為2022年5月7日特別選舉制定的所有條款、條件及規定同樣適用於決選。

**第11節：** 現授權並指示市政秘書根據法律規定發出關於本選舉的通知。

於2022年2月7日獲通過，批准及採納。

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GRETCHEN FAGAN, 市長  
Tomball市

見證：

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DORIS SPEER, 市政秘書  
Tomball市

## NGHỊ QUYẾT SỐ 2022-09

### NGHỊ QUYẾT VỀ CUỘC BẦU CỬ ĐẶC BIỆT 2022-09

HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS BAN HÀNH MỘT NGHỊ QUYẾT VÀ LỆNH TỔ CHỨC MỘT CUỘC BẦU CỬ ĐẶC BIỆT BẦU CHỌN VIÊN CHỨC THÀNH PHỐ TẠI THÀNH PHỐ TOMBALL VÀO THỨ BẢY, NGÀY 7 THÁNG NĂM, 2022; QUY ĐỊNH CÁC ĐỊA ĐIỂM PHÒNG PHIẾU VÀ CHỈ ĐỊNH CÁC VIÊN CHỨC BẦU CỬ CHO CUỘC BẦU CỬ ĐÓ; CHỈ THỊ VỀ VIỆC THÔNG BÁO VỀ CUỘC BẦU CỬ ĐÓ; QUY ĐỊNH NGÀY TỔ CHỨC MỘT CUỘC BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC NẾU CẦN; VÀ QUY ĐỊNH CÁC CHI TIẾT LIÊN QUAN ĐẾN VIỆC TỔ CHỨC CUỘC BẦU CỬ NÀY

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HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS RA NGHỊ QUYẾT NHƯ SAU:

**Mục 1:** Hiện tại vị trí Ủy Viên Hội Đồng, Vị Trí 5 chưa hết nhiệm kỳ nhưng còn trống do Ủy Viên Hội Đồng Lori Klein Quinn từ chức, có hiệu lực từ ngày 7 tháng Hai, 2022.

**Mục 2:** They đây ra lệnh tổ chức một Cuộc Bầu Cử Đặc Biệt trong và khắp Thành Phố Tomball, Texas, vào ngày 7 tháng Năm, 2022, để các cử tri cư dân hội đủ điều kiện sẽ bầu chọn nhân sự cho vị trí sau đây trong và cho Thành Phố Tomball nói trên, cụ thể:

#### VI TRÍ

#### ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 5.

**Mục 3:** Các ranh giới hiện tại của Thành Phố cấu thành một phân khu bầu cử, các phòng phiếu sẽ mở cửa để tiến hành thủ tục bỏ phiếu từ bảy giờ (7:00) sáng cho đến bảy giờ (7:00) tối tại địa điểm phòng phiếu sau đây, và dưới đây theo đây là những viên chức được chỉ định sẽ tiến hành cuộc bầu cử này tại địa điểm phòng phiếu nói trên:

#### ĐỊA ĐIỂM PHÒNG PHIẾU

Tomball City Hall 401 Market Street  
Tomball, Texas 77375

#### CÁC VIÊN CHỨC BẦU CỬ

Patsy Kinsey, Trưởng Ban Điều Hành  
Latrell Shannon, Trưởng Ban Điều Hành Dự Khuyết

Thư Ký Hội Đồng Thành Phố theo đây được ủy quyền và được chỉ thị cung cấp một bản sao của NGHỊ QUYẾT này cho các trưởng ban làm văn bản thông báo về bổ nhiệm họ vào chức danh này theo quy định của Mục 32.009 của Bộ Luật Bầu Cử Texas. Nếu Trưởng Ban Điều Hành hoặc Trưởng Ban Điều Hành Dự Khuyết không thể thực hiện được các nhiệm vụ được giao, Thư Ký Hội Đồng Thành Phố được phép lựa chọn một Quyền Trưởng Ban hoặc Quyền Trưởng Ban Dự Khuyết trong nhóm Thư Ký Bầu Cử đủ điều kiện, nếu cần.

Trưởng Ban Điều Hành sẽ được Thư Ký Hội Đồng Thành Phố hỗ trợ, và có quyền bổ nhiệm tối đa bảy (7) thư ký trợ giúp việc tổ chức cuộc bầu cử này, nhưng với điều kiện Trưởng Ban Điều Hành không được bổ nhiệm ít hơn hai thư ký. Các viên chức bầu cử nói trên cũng sẽ đảm trách nhiệm vụ của Ban phụ trách Bỏ Phiếu Sớm cho cuộc bầu cử này; Trưởng Ban Điều Hành của phân khu bầu cử này cũng sẽ đảm trách vị trí Viên Chức Điều Hành của Ban phụ trách Bỏ Phiếu Sớm.

Trưởng Ban Bầu Cử sẽ được trả lương với mức thù lao tính theo giờ là \$16.00; các thư ký phụ trách bỏ phiếu sớm và các thư ký bầu cử sẽ được trả lương theo mức thù lao tính theo giờ là \$15.00 theo quy định của Tiêu Đề 3, Mục 32.091(a) của Bộ Luật Bầu Cử Tiểu Bang. Trưởng Ban Bầu Cử sẽ được trả lương với mức thù lao tính theo giờ là \$25.00 cho nhiệm vụ giao thiết bị và vật tư bầu cử theo quy định của Tiêu Đề 3, Mục 32.091(a) của Bộ Luật Bầu Cử Tiểu Bang, nếu cần thực hiện nhiệm vụ giao nhận đó. Thành Phố sẽ chi trả cho tất cả các hoạt động đào tạo bất kỳ đối với các trưởng ban và thư ký bầu cử của Thành Phố. Các trưởng ban và thư ký cũng sẽ được bồi hoàn chi phí đi lại và sẽ được chi trả theo mức thù lao tính theo giờ được quy định cho thời gian tham gia đào tạo.

**Mục 4:** Thư Ký Hội Đồng Thành Phố theo đây được chỉ định làm Thư Ký Bầu Cử cho thủ tục bỏ phiếu sớm; và Tổng Trưởng Thành Phố sẽ chỉ định một phụ tá thư ký hoặc các thư ký cho thủ tục bỏ phiếu sớm sẽ chiếu theo Mục 83,001 và các phần sau đó của Bộ Luật Bầu Cử Texas. Địa điểm tiến hành thủ tục bỏ phiếu sớm cho cuộc bầu cử này theo đây được quy định là:

City Hall (Tòa Thị  
Chánh Thành Phố)  
City of Tomball, Texas  
401 Market Street  
Tomball, Texas 77375.

Để đáp ứng các yêu cầu của Mục 85.005 của Bộ Luật Bầu Cử, vào mỗi ngày tiến hành thủ tục bỏ phiếu sớm, ngoại trừ ngày thứ Bảy, Chủ Nhật, hoặc ngày lễ chính thức của tiểu bang, bắt đầu vào ngày thứ mười hai (12) và tiếp tục đến ngày thứ tư (4) trước ngày diễn ra cuộc bầu cử này, các thư ký nói trên sẽ mở cửa Tòa Thị Chánh Thành Phố vào thứ Hai đến hết thứ Sáu, từ bảy giờ bốn mươi lăm (7:45) phút sáng cho đến năm giờ (5:00) chiều; ngoại trừ thứ Ba, ngày 26 tháng Tư, 2022, Tòa Thị Chánh Thành Phố sẽ mở cửa trong vòng 12 giờ, từ bảy giờ bốn mươi lăm (7:45) phút sáng cho đến bảy giờ bốn mươi lăm (7:45) phút tối.

Các thư ký nói trên sẽ không cho phép bất kỳ ai đích thân đến bỏ phiếu sớm vào các ngày không phải ngày làm việc thông thường của văn phòng thư ký đó, và họ sẽ không bao giờ cho phép bất kỳ ai đích thân đến bỏ phiếu vào thời gian mà văn phòng đó không mở cửa cho công chúng. Địa điểm được mô tả ở trên cho thủ tục bỏ phiếu sớm cũng là địa chỉ bưu tín của thư ký này và là nơi đơn xin lá phiếu và các lá phiếu bầu qua thư có thể được gửi đến. Theo các điều khoản quy định của Bộ Luật Bầu Cử Texas, thư ký phụ trách bỏ phiếu sớm sẽ duy trì một danh sách các cử tri bỏ phiếu sớm gồm những cử tri đích thân đến bỏ phiếu và những cử tri có lá phiếu đã được gửi qua thư. Danh sách cử tri bỏ phiếu sẽ được cập nhật theo định dạng được Tổng Trưởng Tiểu Bang phê chuẩn.

**Mục 5:** Tất cả các lá phiếu sẽ được chuẩn bị theo quy định của Bộ Luật Bầu Cử Texas. Các lá phiếu giấy sẽ được sử dụng cho thủ tục bỏ phiếu sớm qua thư và Hệ Thống Bỏ Phiếu Điện Tử Ghi Trực Tiếp (DRE) sẽ được sử dụng cho thủ tục đích thân tới bỏ phiếu sớm và bỏ phiếu vào Ngày Bầu Cử, cả hai hình thức này đều có trong Hệ Thống Bỏ Phiếu Điện Tử Ghi Trực Tiếp (DRE) eSlate. Hội Đồng Thành Phố theo đây phê chuẩn việc sử dụng Hệ Thống Bỏ Phiếu Điện Tử Ghi Trực Tiếp (DRE) eSlate do Tổng Trưởng Tiểu Bang phê chuẩn cho thủ tục bỏ phiếu sớm và bỏ phiếu vào ngày bầu cử. Tất cả các chi phí cần thiết để tiến hành cuộc bầu cử này, mua các tài liệu, và tuyển dụng tất cả các viên chức bầu cử theo đây được cho phép.

**Mục 6:** Thư Ký Hội Đồng Thành Phố theo đây được cho phép và được chỉ thị cung cấp tất cả các vật tư bầu cử cần thiết để tiến hành cuộc bầu cử này.

**Mục 7:** Thông báo của cuộc bầu cử này sẽ được cung cấp theo như các điều khoản quy định trong Bộ Luật Bầu Cử Texas, và kết quả kiểm phiếu của cuộc bầu cử đó sẽ được cung cấp theo như quy định trong Bộ Luật nói trên. Thị Trưởng sẽ ban hành tất cả các lệnh và văn bản cần thiết cho cuộc bầu cử này, và kết quả của cuộc bầu cử này sẽ được gửi cho Thư Ký Hội Đồng Thành Phố sau khi các phòng phiếu đóng cửa.

**Mục 8:** Cuộc bầu cử nói trên sẽ được tổ chức chiếu theo các điều khoản quy định trong Điều Khoản XI, Mục 11 của Hiến Pháp Texas, trong đó quy định một thành phố có các nhiệm kỳ hơn hai (2) năm phải bổ nhiệm các nhân sự cho vị trí trống bất kỳ trong vòng 120 ngày sau khi vị trí đó bị bỏ trống, Bộ Luật Bầu Cử Texas và Đạo Luật Liên Bang về Quyền Bầu Cử ban hành năm 1965, bản tu chính. Chỉ những cử tri cư dân hội đủ điều kiện hợp thức của Thành Phố Tomball sẽ hội đủ điều kiện bỏ phiếu.

**Mục 9:** Ngày đầu tiên nhận đơn xin ghi tên tranh cử trên lá phiếu là ngày 8 tháng Hai, 2022. Tất cả các ứng cử viên cho cuộc bầu cử cho Chức Vụ Hội Đồng Thành Phố, Vị Trí 5, phải nộp đơn ghi tên tranh cử của mình cho Thư Ký Hội Đồng Thành Phố của Thành Phố Tomball, Texas, trễ nhất là 5 giờ chiều ngày 25 tháng Hai, 2022 để tên của các ứng cử viên này được ghi trên Lá Phiếu Chính Thức.

**Mục 10:** Nếu phải tiến hành một Cuộc Bầu Cử Quyết Định Chung Cuộc, ngày tổ chức Cuộc Bầu Cử Quyết Định Chung Cuộc này được quy định là vào thứ Bảy, ngày 4 tháng Sáu, 2022. Thủ tục bỏ phiếu sớm cho Cuộc Bầu Cử Quyết Định Chung Cuộc này sẽ bắt đầu vào ngày 23 tháng Năm, 2022 và kết thúc vào ngày 31 tháng Năm, 2022. Tất cả các điều khoản, điều kiện, và quy định được thiết lập cho Cuộc Bầu Cử Đặc Biệt ngày 7 tháng Năm, 2022 sẽ được áp dụng cho Cuộc Bầu Cử Quyết Định Chung Cuộc này.

**Mục 11:** Thư Ký Hội Đồng Thành Phố theo đây được cho phép và được hướng dẫn cho Thông Báo về cuộc bầu cử nói trên theo quy định của luật pháp.



**ĐƯỢC THÔNG QUA, PHÊ CHUẨN và RA NGHỊ QUYẾT** hôm nay, ngày 7 tháng Hai, 2022.

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GRETCHEN FAGAN, Thị Trưởng  
Thành Phố Tomball

CHỨNG THỰC:

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DORIS SPEER, Thư Ký Hội Đồng Thành Phố  
Thành Phố Tomball

**ORDER OF SPECIAL  
ELECTION FOR MUNICIPALITIES**

**ORDEN DE ELECCIÓN ESPECIAL  
PARA MUNICIPALIDADES**

**LỆNH TỔ CHỨC  
CUỘC BẦU CỬ ĐẶC BIỆT CHO CÁC THÀNH PHỐ**

**關於市政特別選舉的命令**

A Special Election is hereby ordered to be held on May 7, 2022 for the purpose of: electing Council Position 5.

Por la presente se ordena la celebración de una elección especial el 7 de mayo de 2022 con el fin de: elegir la Posición 5 del Consejo.

Một Cuộc Bầu Cử Đặc Biệt theo đây được lệnh tổ chức vào ngày 7 tháng Năm, 2022, cho mục đích: bầu chọn Ủy Viên Hội Đồng Vị Trí 5.

茲此命令，特別選舉於2022年5月7日舉行，目的是為選出：議會席位5。

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.

La votación anticipada en persona se realizará 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.

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.

親自出席提前投票將於週一至週五的上午7:45至下午5:00，2022年4月26日，週二的上午7:45至下午7:45舉行，地點為401 Market Street, Tomball, Texas 77375。

Applications for ballot by mail shall be mailed to:

Las solicitudes de boletas de votación para votar por correo deberán enviarse por correo a:

Địa chỉ nhận đơn xin lá phiếu bầu qua thư:

郵遞選票申請應寄至:

Doris Speer Email:/ Correo electrónico:/Email:/電郵 : [dspeer@tomballtx.gov](mailto:dspeer@tomballtx.gov)

(Name & Email of Early Voting Clerk)

(Nombre y correo electrónico de la Funcionaria de Votación Anticipada)

(Tên & Email của Thư Ký Phụ Trách Bỏ Phiếu Sớm)

(提前投票書記員姓名及電郵)

401 Market Street

(Address)/ (Dirección) / (Địa Chỉ) / (地址)

Tomball, TX

77375

(City) (State) (Zip Code) / (Ciudad) (Estado) (Código postal) /

(Thành Phố) (Tiểu Bang) (Mã Zip) / (城市) (州) (郵政編碼)

Applications for ballot by mail presented in person must be received no later than the close of business on April 22, 2022.

Las solicitudes de boletas de votación por correo presentadas en persona deben ser recibidas no más tarde que al cierre del horario de oficina del 22 de abril de 2022.

Đơn xin lá phiếu bầu qua thư, nếu đích thân tới nộp, phải nhận được trễ nhất là cuối giờ làm việc ngày 22 tháng Tư, 2022.

親手送達的郵寄選票申請必須在2022年4月22日工作時間結束前收到。

Issued this the 7th day of February 2022.

Emitido el 7 de febrero de 2022.

Ban hành hôm nay, ngày 7 tháng Hai, 2022.

發布於2022年2月7日發布。

\_\_\_\_\_  
Signature of Mayor/ Firma del Alcalde / Chữ Ký của Thị Trưởng / 市長簽名

# City Council Meeting Agenda Item Data Sheet

Meeting Date: 02/07/2022

**Topic:**

Discussion, Possible Direction from Council regarding operating golf carts on City streets (HB 1281 [87R]), and Possible Action to Adopt, on First Reading, Ordinance No. 2022-03, an Ordinance of the City Council of the City of Tomball, Texas, Amending Chapter 44 of the Code of Ordinances of the City of Tomball "Traffic And Vehicles", by Adding a New Article IX, "Regulation of Golf Carts", that Provides Regulations for the Operation and Maintenance of Golf Carts within the City; Providing a Penalty; Providing for Severability; Providing for Publication; and, Providing an Effective Date

**Background:**

Recent changes in Texas law now allow golf carts and most off-highway vehicles to be operated on public roadways; however, their operation is restricted to certain conditions, and there are certain stipulations to make their operation on streets legal. The law also allows municipalities to relax or further restrict golf cart usage, provided that golf carts still operate within municipal boundaries and on a highway that has a posted speed limit of not more than 35 miles per hour. Understanding that many residents in Tomball utilize golf carts to drive places other than to and from golf courses, the City government, as provided by the Texas Traffic Code, may examine a model of golf cart usage that makes sense for the residents of Tomball considering City design, projected growth, public safety, and traffic concerns.

**Origination:** Chief Jeff Bert, Tomball Police Department

**Recommendation:**

Adopt on first reading Ordinance No. 2022-03, or provide guidance on possible amendments.

**Party(ies) responsible for placing this item on agenda:** Jeff Bert, Police Chief

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Jeff Bert  
Staff Member \_\_\_\_\_  
Date \_\_\_\_\_

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

**ORDINANCE NO. 2022-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 44 OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL “TRAFFIC AND VEHICLES”, BY ADDING A NEW ARTICLE IX, “REGULATION OF GOLF CARTS”, THAT PROVIDES REGULATIONS FOR THE OPERATION AND MAINTENANCE OF GOLF CARTS WITHIN THE CITY; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND, PROVIDING AN EFFECTIVE DATE**

\* \* \* \* \*

**WHEREAS**, in 2019, the Texas Legislature passed HB1548, which authorizes the use of golf carts on certain public roads; and

**WHEREAS**, the new law also allows for municipalities to regulate use of golf carts in the interest of safety; and

**WHEREAS**, municipalities around the State have taken the opportunity to craft ordinances that fit their individual communities and balance the convenience of golf cart usage with safety and traffic control priorities; and

**WHEREAS**, the City Council of the City of Tomball desires that the Code of Ordinance of the City of Tomball should be amended to provide for the regulation of golf carts within the City of Tomball; and **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL:**

**SECTION 1. THAT**, the City Council of the City of Tomball, Texas (the “City Council”) hereby finds and determines that the statements set forth in the preamble of this Ordinance are true and correct and are incorporated herein for all purposes.

**SECTION 2. THAT**, the Code of Ordinances, City of Tomball, Texas is hereby amended by adding to Chapter 44 an article, to be numbered IX, which article reads as follows:

**“ARTICLE IX. – REGULATION OF GOLF CARTS**

**Sec. 44-288 - Definitions.**

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Golf cart* means a motor vehicle that is manufactured primarily for operation on golf courses. *Operator* means the person operating and having physical control over a golf cart. An operator must carry a valid Texas Drivers' License.

*Public highway* includes a road, street, way, thoroughfare, or bridge: that is in the state; that is for the use of vehicles; that is not privately owned or controlled; and, over which the state has legislative jurisdiction under its police power.

No term in this article shall be in conflict with the meaning assigned to this term by Texas Transportation Code as it exists at the time of its adoption within a relevant article or as it may be amended thereafter.

**Sec. 44-289. - Golf carts - Required Equipment.**

Every golf cart operated within the city of Tomball shall be equipped with all the following equipment which shall be operational at all times:

- (1) Headlamps;
- (2) Tail lamps;
- (3) Reflectors;
- (4) Parking brake;
- (5) Mirrors;
- (6) Slow-moving vehicle emblem as provided for in Texas Transportation Code §547.703; and,
- (7) Golf cart license plate as provided for in Texas Transportation Code §551.402.

**Sec. 44-290. - Operation Regulations.**

- (a) Every operator shall be licensed to operate a motor vehicle as provided by the Texas Transportation Code and shall carry a valid Texas drivers' license while operating the golf cart;
- (b) Every operator shall maintain proof of current financial responsibility for the golf cart, as required of other passenger vehicles in the Texas Transportation Code § 601.051;
- (c) Every operator shall abide by all traffic regulations applicable to vehicular traffic when operating a golf cart on any public highway in the city;
- (d) No person shall operate a golf cart on any sidewalk or hike and bike trail within the city;
- (e) A golf cart may only be operated on a public highway with a posted speed limit of not more than thirty-five miles per hour (35 mph);

**Exception:** the operator may cross a public highway with a posted speed limit of more than thirty-five miles per hour (35 mph) at an intersection to immediately access a private driveway, parking lot, or a public highway with a posted speed limit of thirty-five miles per hour (35 mph) or less.

- (f) At no time shall a person operate a golf cart on the following streets, except to cross at an intersection to immediately access a private driveway, parking lot, or a public highway of a posted speed limit of thirty-five miles per hour (35 mph) or less:
- (1) Tomball Parkway (Business 249);
  - (2) Tomball Expressway (State Highway 249 and its feeders);
  - (3) Main Street;
  - (4) FM 2978;
  - (5) Hufsmith-Kohrville Rd; and,
  - (6) FM 2920.
- (g) An operator shall not overtake and pass a vehicle in the same lane occupied by the vehicle being overtaken;
- (h) A golf cart shall not be operated between lanes of traffic or on medians;
- (i) When safe to do so, a golf cart shall move to the right and yield the right-of-way to faster moving vehicles;
- (j) The operator and every occupant of a golf cart shall be limited to the seating capacity as designed by the manufacturer and all occupants shall remain seated in a seat designed to hold passengers while the golf cart is in motion. The operator shall not transport a person on a part of the golf cart not designed or intended to transport a passenger;
- (k) No operator shall allow a person to ride in the lap of the operator or any other person being transported; and,
- (l) No operator shall use a wireless communication device in a school zone during restricted school hours.

**SECTION 3. THAT,** 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 two thousand dollars (\$2,000), with each day of violation constituting a separate offense.

**SECTION 4. THAT,** in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent or ordinances 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 declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**SECTION 5. THAT,** the City Council hereby directs the City Secretary to publish the caption of the Ordinance as required under and according to State law.

**SECTION 6. THAT,** this Ordinance shall be in full force and effect upon the date of its passage by the City Council.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF FEBRUARY 2022.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF FEBRUARY 2022.

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

\_\_\_\_\_  
GRETCHEN FAGAN, MAYOR  
City of Tomball

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary  
City of Tomball

# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 7, 2022

**Topic:**

Consideration to reject all bids received for bid number 2022-01, Roof Replacement for the Administrative Services Building.

**Background:**

Based on the recommendation from Council, staff consulted with the lowest bidder received, Parich Roofing & Construction, LLC, to determine pricing for the requested changes discussed at the December 21 Council Meeting. Based on discussions with the contractor it has been determined that the change would be a complete scope change from the original bid and the City is required to rebid the project based on procurement law.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends rejecting all bids received for bid number 2022-01, Roof Replacement for the Administrative Services Building, and rebidding the project with adjusted scope change.

**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 Meagan Mageo  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_

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



<b>Bid 2022-01 Roofing Replacement - Administrative Services Building</b>		<b>Bidder No. 1</b>	<b>Bidder No. 2</b>	<b>Bidder No. 3</b>
<b>Base Price Table</b>		<b>Parich Roofing &amp; Construction, LLC</b>	<b>Engineered Roofing Systems, LLC</b>	<b>B&amp;C Constructors LP</b>
<b>Item</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
1	Remove existing aluminum coping cap and set aside to be reused	\$2,500.00	\$2,352.00	\$2,400.00
2	Installation of 1/2" HD cover board insulation over entire roof surface	\$20,000.00	\$32,078.40	\$31,630.00
3	Installation of 60mil TPO membrane over installed insulation. Heat weld all sides and end laps.	\$30,350.00	\$42,669.60	\$31,200.00
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	\$0.00	\$5,960.00
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 45mil TPO membrane base flashing over installed backer rod Reuse of existing wall counter flashing	\$8,000.00	\$2,352.00	\$3,100.00
6	Installation of new TPO T-Joint patches along membrane intersections	\$600.00	\$0.00	\$2,970.00
7	Installation of new TPO universal corners to all inside and outside corner details	\$600.00	\$0.00	\$3,150.00
8	Installation of new TPO cut edge sealant to all cut non-factory membrane edges	\$600.00	\$0.00	\$2,850.00
9	Installation fo new TPO membrane pipe boots to all pipe penetrations	\$750.00	\$480.00	\$3,120.00
10	Instllation of new TPO retrofit roof drain assemblies at existing roof drain details along upper roof section	\$2,000.00	\$660.00	\$6,290.00
11	Reuse the existing gutter and downspouts along the low sloped edge of the roof Clean existing gutter assemly and seal all gutter joints with new polyurethane sealant	\$1,250.00	\$540.00	\$2,170.00

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	\$0.00	\$2,700.00
13	Installation of new TPO walk pads around existing exhaust ventilator and roof access ladder landing	\$1,400.00	\$900.00	\$2,350.00
14	Reinstallation of original metal wall coping cap	\$0.00	\$2,352.00	\$3,000.00
15	Clean-p and disposal of all roofing related debris (roll off to be provided by City)	\$500.00	\$600.00	\$2,925.00
16	Cost for required Bonds (Performance Bond, Payment Bond, 2 year Maintenance Bond)	\$750.00	\$3,076.61	\$4,890.00
17	Cost for 20 year material warranty (for TPO)	\$1,500.00	\$3,096.00	\$2,350.00
	Total Bid with proposed Additional Work	\$86,500.00	\$91,156.61	\$113,055.00

# City Council Meeting Agenda Item Data Sheet

Meeting Date: January 17, 2022

**Topic:**

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Section 551.087 - Deliberation regarding Economic Development negotiations.

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

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** David Esquivel, City Manager

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Tracylynn Garcia 12-27-2021 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**Regular City Council  
Agenda Item  
Data Sheet**

**Meeting Date:** February 7, 2022

**Topic:**

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Project Hanks to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a 900,000 square foot distribution facility to be located at 14000 Boudreaux Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed \$580,864.00.

**Background:**

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its meeting on January 11, 2022, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Project Hanks for the creation or retention of primary jobs associated with the development of a 900,000 square-foot distribution facility to be located at 14000 Boudreaux Rd, Tomball, Texas 77377. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

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

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with Project Hanks.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member-TEDC Date

Approved by \_\_\_\_\_  
Executive Director-TEDC Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** February 7, 2022

**SUBJECT:** Project Hanks

**ITEM TYPE:** Action

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To be discussed in Executive Session.

**James J. McGraw Jr.**

D: 513.639.3968  
jmcgraw@kmkllaw.com

January 7, 2022

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

Re: Project Hanks

Dear Kelly:

On behalf of our client, Project Hanks, we respectfully request the support of the Tomball Economic Development Corporation and Tomball City Council for the Company's new distribution center as you and I have discussed. This support is needed as part of our final decision to locate in the City. Our client is a Fortune 500 major national retailer with facilities across the country.

The Company is in the process of relocating its City of Houston distribution center to a much larger, more modern facility. The Company's site selection process has prioritized the City of Tomball as an ideal location for its distribution operations and its employees. We are in the final stages of negotiating a lease for 900,000 square feet, which will provide substantial opportunities for growth in future years. The property is located at 99 Pines Business Park, Grand Parkway & Highway 249, Lovett Industrial. The Company plans to utilize 500,000 square feet of the space to relocate all of its current Houston distribution operations, which focuses most heavily on furniture, bedding and also toy fulfillment during peak season to regional and other Texas retail stores. The Company anticipates a second phase expansion utilizing the additional 400,000 square feet in future years, which may include fulfillment capabilities for its .com business.

The Company plans to invest \$45 Million to accomplish this project over the next couple of years with \$31 Million dedicated to material handling equipment, \$7 Million for the building and \$1.8 Million for systems hardware. Construction and outfitting is anticipated to commence in the second quarter of 2022, targeting the launch of operations in June, 2023. The Company plans to initially employ 103 full time equivalent jobs with an average annual payroll of \$3.6 Million.

The Company is very excited about this opportunity with the City of Tomball and looks forward to a very meaningful partnership with the City for many years to come. As the

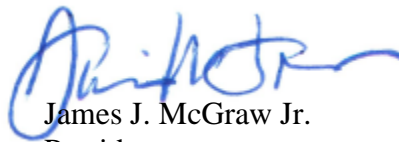
Kelly Violette  
January 7, 2022  
Page 2

Company finalizes its decision, the Company is very grateful for the support and encouragement of the EDC and Council.

Thank you for your consideration of this request.

Sincerely,

KMK CONSULTING COMPANY, LLC

A handwritten signature in blue ink, appearing to read "J. McGraw Jr.", is positioned above the printed name.

James J. McGraw Jr.  
President

JJM:cmm

11415104.1

## Scenario 1 with Client Data

**Project Type:** Recruitment  
**Industry:** Wholesale Trade  
**Prepared By:** Tomball EDC

### Purpose & Limitations

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

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

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

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

### Introduction

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

### Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Jobs	103.0	54.3	<b>157.3</b>
Annual Salaries/Wages	\$3,614,682	\$2,048,348	<b>\$5,663,030</b>
Salaries/Wages over 10 Years	\$39,579,759	\$22,428,840	<b>\$62,008,600</b>
Taxable Sales/Purchases in City of Tomball	\$3,948,363	\$280,361	<b>\$4,228,723</b>

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Workers who will move to City of Tomball	2.9	1.5	<b>4.4</b>
New residents in City of Tomball	7.5	4.0	<b>11.5</b>
New residential properties constructed in City of Tomball	0.4	0.2	<b>0.7</b>
New students to attend local school district	1.4	0.8	<b>2.2</b>

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$139,853	\$0	\$4,440,000	\$30,378,500	\$4,500,000	\$39,318,500	<b>\$39,458,353</b>
2	\$142,650	\$0	\$4,528,800	\$30,533,650	\$4,590,000	\$39,652,450	<b>\$39,795,100</b>
3	\$145,503	\$0	\$4,619,376	\$28,971,500	\$4,681,800	\$38,272,676	<b>\$38,418,179</b>
4	\$148,413	\$0	\$4,711,764	\$25,434,850	\$4,775,436	\$34,922,050	<b>\$35,070,463</b>
5	\$151,381	\$0	\$4,805,999	\$21,898,200	\$4,870,945	\$31,575,144	<b>\$31,726,525</b>
6	\$154,409	\$0	\$4,902,119	\$18,361,550	\$4,968,364	\$28,232,032	<b>\$28,386,441</b>
7	\$157,497	\$0	\$5,000,161	\$14,824,900	\$5,067,731	\$24,892,792	<b>\$25,050,289</b>
8	\$160,647	\$0	\$5,100,164	\$11,288,250	\$5,169,086	\$21,557,500	<b>\$21,718,147</b>
9	\$163,860	\$0	\$5,202,168	\$7,751,600	\$5,272,467	\$18,226,235	<b>\$18,390,095</b>
10	\$167,137	\$0	\$5,306,211	\$7,252,800	\$5,377,917	\$17,936,928	<b>\$18,104,065</b>



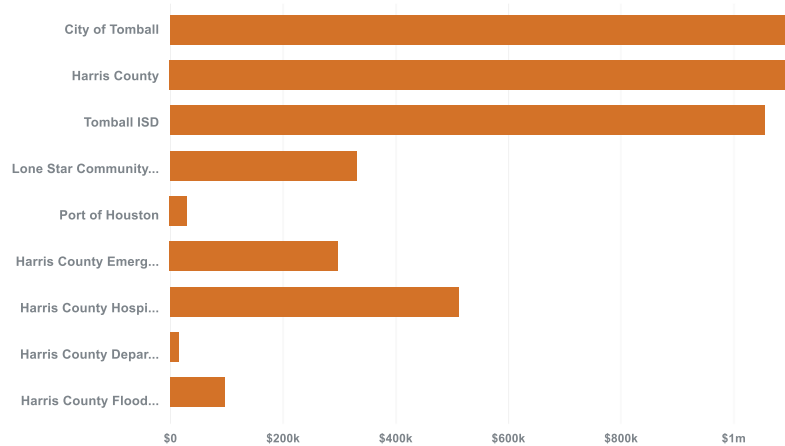
## Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE
City of Tomball	\$2,052,027	(\$961,313)	\$1,090,714	\$881,157
Harris County	\$1,318,414	(\$207,025)	\$1,111,389	\$892,004
Tomball ISD	\$3,939,668	(\$2,884,333)	\$1,055,335	\$844,746
Lone Star Community College	\$331,608	\$0	\$331,608	\$265,224
Port of Houston	\$30,485	\$0	\$30,485	\$24,382
Harris County Emergency Services District 8	\$298,386	\$0	\$298,386	\$238,652
Harris County Hospital District	\$512,824	\$0	\$512,824	\$410,162
Harris County Department of Education	\$15,359	\$0	\$15,359	\$12,284
Harris County Flood Control	\$96,652	\$0	\$96,652	\$77,304
<b>Total</b>	<b>\$8,595,423</b>	<b>(\$4,052,671)</b>	<b>\$4,542,752</b>	<b>\$3,645,916</b>

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

Net Benefits Over the Next 10 Years



## Public Support Overview

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

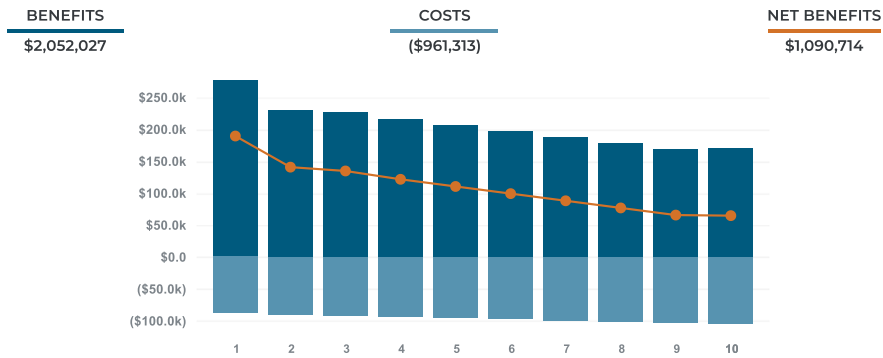
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$580,864	\$580,864
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
<b>Total</b>	<b>\$580,864</b>	<b>\$580,864</b>

## City of Tomball Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$69,126	\$15,502	\$84,628
Real Property Taxes	\$164,258	\$0	\$164,258
FF&E Property Taxes	\$664,560	\$0	\$664,560
Inventory Property Taxes	\$166,477	\$0	\$166,477
New Residential Property Taxes	\$0	\$5,174	\$5,174
Hotel Occupancy Taxes	\$479	\$0	\$479
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$630,452	\$69,346	\$699,798
Utility Franchise Fees	\$39,474	\$4,340	\$43,814
Miscellaneous Taxes and User Fees	\$200,752	\$22,087	\$222,839
<b>Benefits Subtotal</b>	<b>\$1,935,578</b>	<b>\$116,449</b>	<b>\$2,052,027</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$232,331)	(\$25,510)	(\$257,842)
Cost of Utility Services	(\$633,836)	(\$69,635)	(\$703,471)
<b>Costs Subtotal</b>	<b>(\$866,167)</b>	<b>(\$95,146)</b>	<b>(\$961,313)</b>
<b>Net Benefits</b>	<b>\$1,069,411</b>	<b>\$21,303</b>	<b>\$1,090,714</b>

Annual Fiscal Net Benefits for City of Tomball

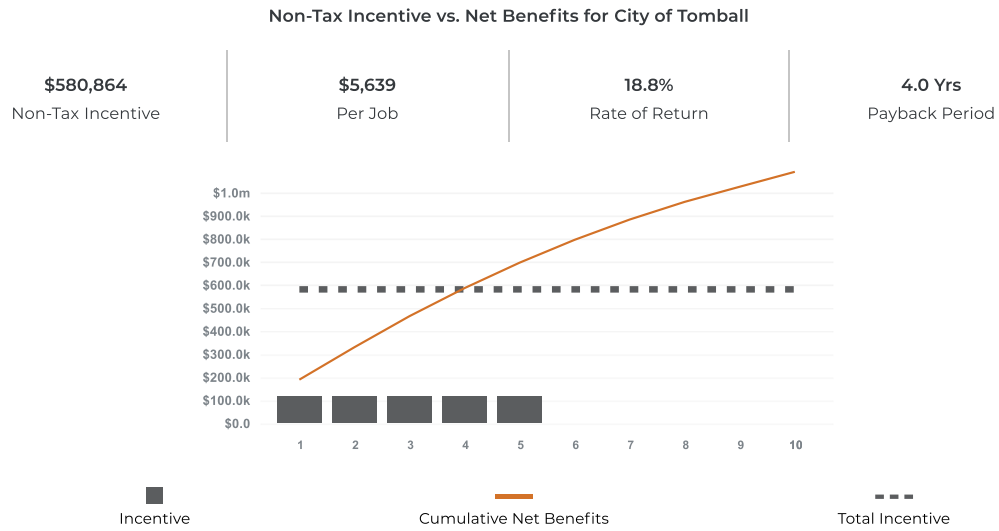


Non-Tax Incentives

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

NON-TAX INCENTIVES UNDER CONSIDERATION	
YEAR	NON-TAX INCENTIVE
1	\$116,173
2	\$116,173
3	\$116,172
4	\$116,172
5	\$116,174
<b>Total</b>	<b>\$580,864</b>

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

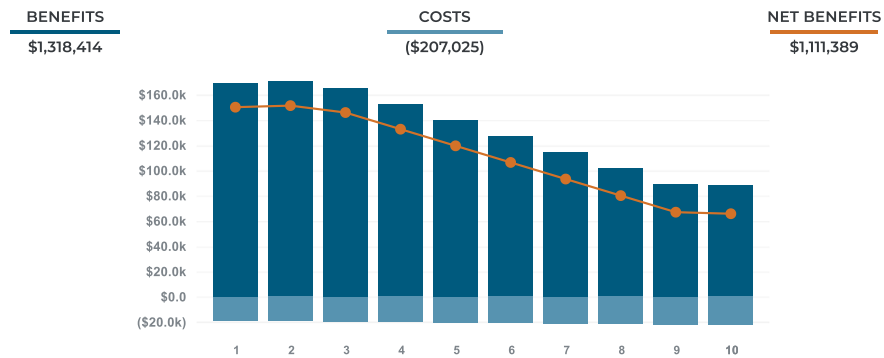


## Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$190,169	\$0	\$190,169
FF&E Property Taxes	\$769,395	\$0	\$769,395
Inventory Property Taxes	\$192,739	\$0	\$192,739
New Residential Property Taxes	\$0	\$50,960	\$50,960
Hotel Occupancy Taxes	\$137	\$0	\$137
Miscellaneous Taxes and User Fees	\$50,752	\$64,262	\$115,014
<b>Benefits Subtotal</b>	<b>\$1,203,193</b>	<b>\$115,222</b>	<b>\$1,318,414</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$91,354)	(\$115,672)	(\$207,025)
<b>Costs Subtotal</b>	<b>(\$91,354)</b>	<b>(\$115,672)</b>	<b>(\$207,025)</b>
<b>Net Benefits</b>	<b>\$1,111,839</b>	<b>(\$450)</b>	<b>\$1,111,389</b>

Annual Fiscal Net Benefits for Harris County

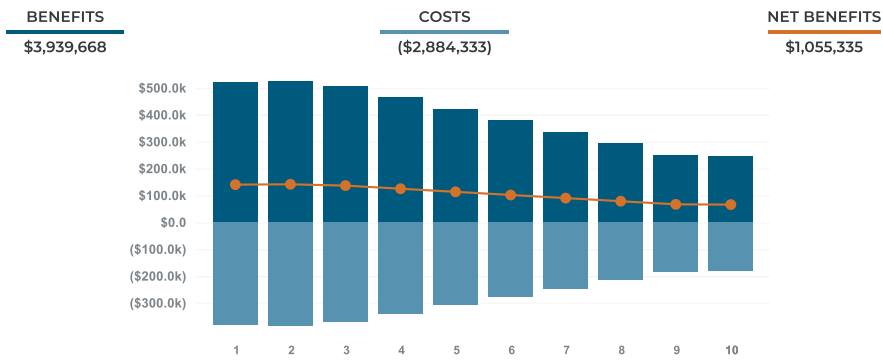


## Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$627,156	\$0	\$627,156
FF&E Property Taxes	\$2,537,376	\$0	\$2,537,376
Inventory Property Taxes	\$635,631	\$0	\$635,631
New Residential Property Taxes	\$0	\$62,738	\$62,738
Addtl. State & Federal School Funding	\$0	\$76,767	\$76,767
<b>Benefits Subtotal</b>	<b>\$3,800,163</b>	<b>\$139,505</b>	<b>\$3,939,668</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$68,278)	(\$68,278)
Reduction in State School Funding	(\$2,770,319)	(\$45,736)	(\$2,816,055)
<b>Costs Subtotal</b>	<b>(\$2,770,319)</b>	<b>(\$114,014)</b>	<b>(\$2,884,333)</b>
<b>Net Benefits</b>	<b>\$1,029,844</b>	<b>\$25,491</b>	<b>\$1,055,335</b>

Annual Fiscal Net Benefits for Tomball ISD

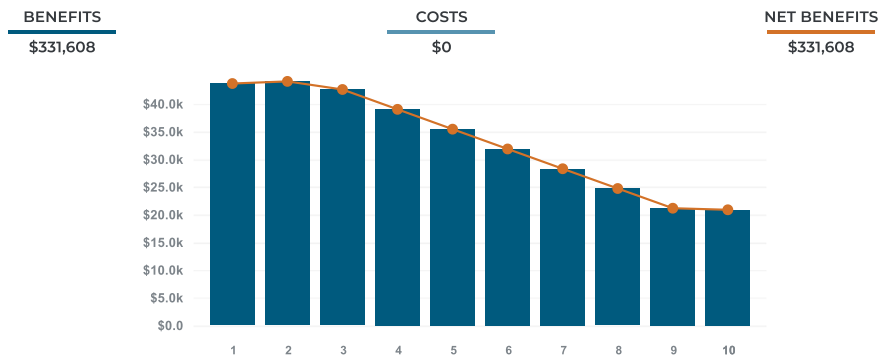


## Lone Star Community College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$52,409	\$0	\$52,409
FF&E Property Taxes	\$212,038	\$0	\$212,038
Inventory Property Taxes	\$53,117	\$0	\$53,117
New Residential Property Taxes	\$0	\$14,044	\$14,044
<b>Benefits Subtotal</b>	<b>\$317,564</b>	<b>\$14,044</b>	<b>\$331,608</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$317,564</b>	<b>\$14,044</b>	<b>\$331,608</b>

Annual Fiscal Net Benefits for Lone Star Community College

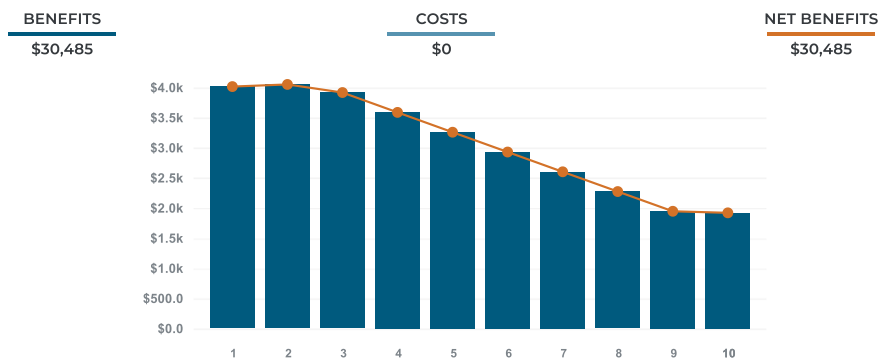


## Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$4,818	\$0	\$4,818
FF&E Property Taxes	\$19,493	\$0	\$19,493
Inventory Property Taxes	\$4,883	\$0	\$4,883
New Residential Property Taxes	\$0	\$1,291	\$1,291
<b>Benefits Subtotal</b>	<b>\$29,194</b>	<b>\$1,291</b>	<b>\$30,485</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$29,194</b>	<b>\$1,291</b>	<b>\$30,485</b>

Annual Fiscal Net Benefits for Port of Houston

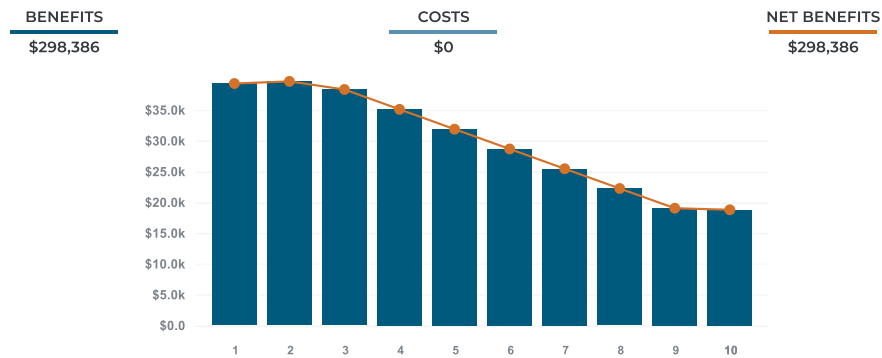


## Harris County Emergency Services District 8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$47,158	\$0	\$47,158
FF&E Property Taxes	\$190,795	\$0	\$190,795
Inventory Property Taxes	\$47,796	\$0	\$47,796
New Residential Property Taxes	\$0	\$12,637	\$12,637
<b>Benefits Subtotal</b>	<b>\$285,749</b>	<b>\$12,637</b>	<b>\$298,386</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$285,749</b>	<b>\$12,637</b>	<b>\$298,386</b>

Annual Fiscal Net Benefits for Harris County Emergency Services District 8

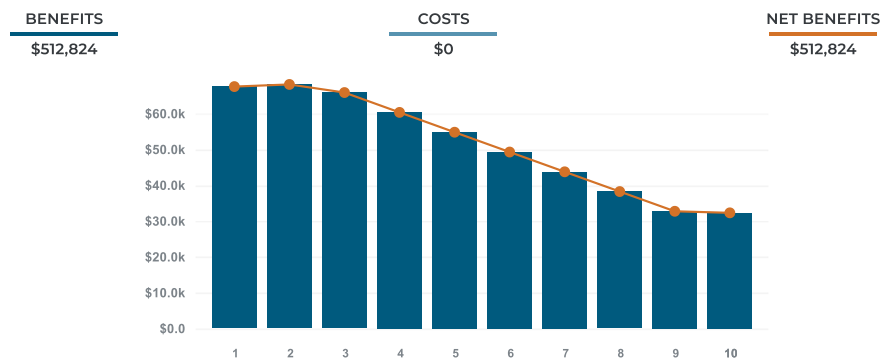


## Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$81,049	\$0	\$81,049
FF&E Property Taxes	\$327,912	\$0	\$327,912
Inventory Property Taxes	\$82,144	\$0	\$82,144
New Residential Property Taxes	\$0	\$21,719	\$21,719
<b>Benefits Subtotal</b>	<b>\$491,105</b>	<b>\$21,719</b>	<b>\$512,824</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$491,105</b>	<b>\$21,719</b>	<b>\$512,824</b>

Annual Fiscal Net Benefits for Harris County Hospital District



## Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,427	\$0	\$2,427
FF&E Property Taxes	\$9,821	\$0	\$9,821
Inventory Property Taxes	\$2,460	\$0	\$2,460
New Residential Property Taxes	\$0	\$650	\$650
<b>Benefits Subtotal</b>	<b>\$14,709</b>	<b>\$650</b>	<b>\$15,359</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$14,709</b>	<b>\$650</b>	<b>\$15,359</b>

Annual Fiscal Net Benefits for Harris County Department of Education

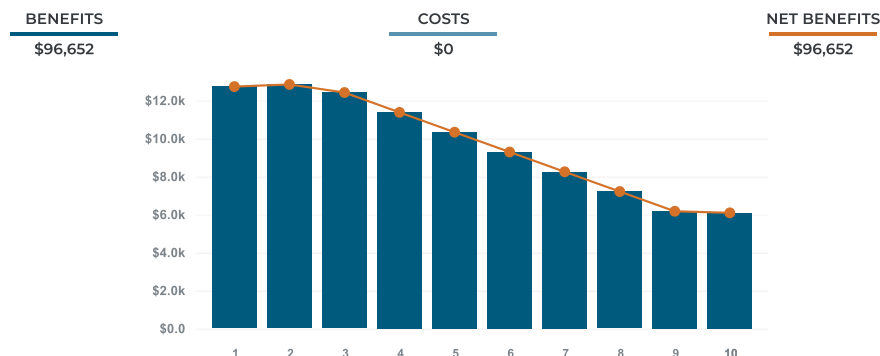


## Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$15,275	\$0	\$15,275
FF&E Property Taxes	\$61,802	\$0	\$61,802
Inventory Property Taxes	\$15,482	\$0	\$15,482
New Residential Property Taxes	\$0	\$4,093	\$4,093
<b>Benefits Subtotal</b>	<b>\$92,559</b>	<b>\$4,093</b>	<b>\$96,652</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$92,559</b>	<b>\$4,093</b>	<b>\$96,652</b>

Annual Fiscal Net Benefits for Harris County Flood Control





Overview of Methodology

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

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

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

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

49370 GENERAL WAREHOUSING AND STORAGE		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.5271
Earnings Multiplier	(Type II Direct Effect)	1.5667

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

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

This approach uses relies on two assumptions:

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

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

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

This approach relies on two assumptions:

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

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

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

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

About Impact DataSource

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

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



Scenario 1 with Client Data



## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is entered into as of 10/22/2021 (“**Effective Date**”) by and between Project Hanks (the “**Company**”) and Tomball Economic Development Corporation (“**TEDC**”). The parties wish to protect and preserve the confidential and/or proprietary nature of information and materials that may be disclosed or made available to TEDC in connection with certain discussions, negotiations or dealings between the parties relating to the Company requesting and securing available incentives from the TEDC (the “**Purpose**”). In consideration of the foregoing and the rights and obligations set forth herein, both parties hereby agree as follows:

1) **Confidential Information.** As used in this Agreement, “Confidential Information” means all information whether of a technical, business or other nature (including, without limitation, the Company’s name or other identity, trade secrets, know-how and information relating to the technology, customers, business plan, patents, promotional and marketing activities, finances and other business affairs) that is or may be disclosed or imparted by one party to the other. Confidential Information also includes the discussions between the parties hereto with respect to possible business growth, contraction, merger and/or acquisition, facility network strategy, location strategy, economic development incentives and all information concerning such plans for, or existence and progress of, such business growth, contraction, merger and/or acquisition, facility network strategy, location strategy, economic development incentives. Confidential Information may be in any written format, including an email transmission via electronic media and oral information.

2) **Use of Confidential Information:** The parties may use the Confidential Information exclusively for the purpose of business growth, contraction, merger and/or acquisition, facility network strategy, location strategy, economic development incentive projects. Except as expressly provided in this Agreement, the party receiving Confidential Information shall not use the Confidential Information in any manner or disclose the Confidential Information to any third party without prior written consent of the giving party.

3) **Exceptions.** Confidential Information shall not include any information that: (i) is publicly available to the receiving party without breach of this Agreement; (ii) is known by and in the possession of the receiving party as at the date of this Agreement; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortuous act, or in breach of a confidentiality restriction or (iv) is required to be disclosed by applicable law, regulation, stock exchange rule or judicial process.

(b) Notwithstanding the provisions of Sections 2 and 3, a Party shall have the right to disclose Confidential Information of the other Party to the extent such disclosure is required to comply with applicable laws, regulations, court, judicial, or other government order, provided that the Party shall give the other Party reasonable notice prior to such disclosure, and shall comply with any applicable protective order, as well as to comply with any applicable code of attorney ethics. For avoidance of doubt, the Parties hereby expressly acknowledge and agree that nothing herein shall or shall be interpreted as altering, modifying, supplanting, or superseding any rights or obligations a Party may have under the applicable code of attorney ethics or judicial decisions interpreting or applying such code. **Further the Parties hereby acknowledge that this Agreement is Public Information, and that the TEDC is subject to the Texas Public Information Act.**

4) **Receiving Party Personnel.** The party receiving Confidential Information shall expressly restrict the possession, knowledge, development and use of Confidential Information to its partners, employees, consultants, professional advisors, agents, subcontractors and entities controlled by the receiving party or hired or engaged by the receiving party who have a legitimate need to know the Confidential Information. The TEDC represents that all such individuals and entities agree to be bound by the terms of this Confidentiality Agreement.

5) **Ownership of Confidential Information.** All Confidential Information shall remain the exclusive property of the party providing same and the receiving party will have no rights, by license or otherwise, to use or disseminate the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement.

6) **Return of Confidential Information.** The receiving party of the Confidential Information shall promptly return or destroy (and verify in writing its destruction), all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information) after the termination of the dealings between the parties hereto and upon written request by the providing party to the receiving party. Notwithstanding the foregoing, the receiving party of Confidential Information (the "Recipient") may retain such documents and records as are required to be maintained in order to satisfy any law, rule, regulation or bona fide document retention policy to which the Recipient is subject, and any such Confidential Information retained shall be kept subject to the terms of this Agreement. Notwithstanding the return of any Confidential Information, the Recipient will continue to hold in confidence all Confidential Information during the term of this Agreement.

7) **Term.** The term of this Agreement shall be for a period of one (2) years from the date hereof.

8) **No Representations.** Except as may be specifically provided hereafter in a definitive written agreement, neither Party is deemed to make or have made any representation or warranty, express or implied, as to the accuracy, utility, or completeness of any Confidential Information which is furnished hereunder, and neither Party will have liability to the other Party or its Representatives resulting from the use of any Confidential Information by such other Party or its Representatives.

9) **Limited Relationship.** Each Party acknowledges that the other Party may have considered, be considering, or consider in the future a transaction with a third party. This Agreement does not create, and may not be construed as creating, any sort of exclusive relationship between the Parties in any way whatsoever, whether related to a possible transaction or otherwise.

10) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties.

11) **Nonwaiver.** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

12) **General.**

(a) This Agreement is neither intended to create, nor will it be construed as creating, a joint venture, partnership, or other form of business association between the Parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.

(b) Both Parties understand and acknowledge that no license or other right is granted to or conferred upon either Party in this Agreement or by the disclosure of any Confidential Information by one Party to the other Party as contemplated hereunder, either expressly, by implication, inducement, estoppel, or otherwise, and that any license or other right must be express and in writing pursuant to a separate document.

(c) The failure of either Party to enforce any right resulting from breach of any provision of this Agreement by the other Party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder. **The TEDC hereby retains any and all of its governmental immunities that it now has or may have in the future.**

(d) Neither Party may assign any rights or delegate any obligations under this Agreement (directly, by operation of law, or otherwise) without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or delegation in violation of this provision will be null and void. Notwithstanding any assignment or delegation of rights or obligations hereunder (including any for which consent may be provided), the Party making the assignment or delegation will thereafter remain bound, along with the transferee, by all of such Party's obligations of confidentiality hereunder. This Agreement is governed by the laws of the State of Texas without reference to conflict of laws principles, if any.

**PROJECT HANKS**



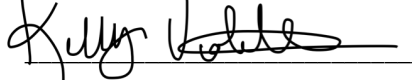
By: James J. McGraw, Jr.

As representative for the Company

President & CEO

KMK Consulting Company, LLC

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**



By: Kelly Violette

Title: Executive Director

11216801.1

**AGREEMENT**

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and [**PROJECT HANKS**] (the “Company”), [ADDRESS].

**WITNESSETH:**

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

**WHEREAS**, the Company proposes to enter into a build-to-suit lease agreement for the construction of an approximately 900,000 square foot distribution facility to be located on a portion of a 240-acre development at 14000 Boudreaux Road, Tomball, Texas 77377, as described in Exhibit “A,” attached hereto and made a part hereof (the “Property”); and

**WHEREAS**, the Company intends to make an investment of at least Thirty-five million dollars (\$35,000,000.00) in building improvements, equipment, and inventory necessary to develop and operate a distribution facility on the Property, and

**WHEREAS**, material handling equipment and systems, including conveyors, forklifts and cranes will be purchased and utilized to handle and store bulk material at the distribution facility; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of up to Five Hundred Eighty Thousand Eight Hundred Sixty-Four Dollars (\$580,864.00) in the form of a sales tax reimbursement on the purchase of material handling equipment; and

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

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

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

1. Company Obligations.

a. The Company covenants and agrees that it will operate and maintain its business as set forth in this Agreement for a term of at least five (5) years and will create a minimum of one hundred and three (103) full-time jobs at the facility.

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

c. The construction and occupancy of the distribution facility shall occur within two (2) years of the Effective Date. Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

d. The Company shall retain and provide records of all equipment handling purchases related to the development of the distribution facility, including proof of payment and verification of sales tax paid.

e. Reporting Requirement. While this Agreement is in effect, annually within 60 days following the anniversary date of the Effective Date of this Agreement, the Company, or an affiliated entity, will certify to the TEDC that it has complied with the terms of this Agreement and provide sufficient written information, records, and documents, to support its certification of compliance.

f. Company Reimbursement. If the TEDC terminates this Agreement because of the Company's breach of any provision as permitted by this Agreement, the Company will reimburse the TEDC for all payments the TEDC has made to the Company hereunder excluding any reimbursement payments previously made by the Company. Reimbursement shall be in accordance with the provisions set forth in Section 3 below relating to default.

## 2. TEDC Obligations.

a. Incentive Payment. In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company the sum of up to Five Hundred Eighty Thousand Eight Hundred Sixty-Four Dollars (\$580,864.00) in the form of a sales tax reimbursement on the purchase of material handling equipment for the facility.

b. Reimbursement shall be based on Eighty Percent (80%) of the local Two Percent (2%) sales tax collections on eligible equipment purchases.

c. Incentive payments shall be made in annual installments over the term of the agreement. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include:

- (1) a copy of the City's Occupancy Permit for the Property;
- (2) proof that the Company has added the number of employees indicated above to the Property as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941;
- (3) records of all equipment handling purchases related to the Property, including proof of payment and verification of sales tax paid;
- (4) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid, and any and all liens and claims regarding such work have been released.

### 3. Default

a. It is understood and agreed by the parties that in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC any amounts paid to the Company by the TEDC for jobs created but not thereafter maintained in accordance with the terms of this Agreement along with interest at the rate equal to the 90 day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default.

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

c. The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such



funds. Such reimbursement shall be due and payable 120 days after the Company receives written notice of default accompanied by copies of all applicable invoices.

d. The Company's obligation to reimburse the TEDC payments made to Company if the Company breaches this Agreement survives termination of this Agreement.

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

#### 4. Termination.

a. Unless terminated earlier as allowed in this Agreement, this Agreement terminates five (5) years from the Effective Date.

b. This paragraph is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. The Company will not knowingly employ undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code. If the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), the conviction is a breach of this Agreement and the TEDC will send the Company written notice that the Company has violated this paragraph and that the Agreement terminates 30 days from the date of the notice. An "undocumented worker" shall mean an individual who, at the time of employment, is not (i) lawfully admitted for permanent residence to the United States; or (ii) authorized under the law to be employed in that manner in the United States.

c. Either party may terminate this Agreement during its term as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing. If the party in default fails to cure the default within 60 days

of the date of the notice, the party giving the notice may terminate this Agreement by written notice to the other party, specifying the date of termination.

d. No party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties during the time, but only for so long as the event of force majeure reasonable prevents performance.

#### 5. Liability.

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

#### 6. Assignability.

This Agreement may not be assigned by the Company to any other person or entity unless the TEDC consents in writing to the assignment.

#### 7. Notice.

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

above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

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

If to Company: [COMPANY NAME]

#### 8. Miscellaneous.

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

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

c. No waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by both parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”).

**[COMPANY NAME]**

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

Name:

Title:

ATTEST:

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

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

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

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

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
   §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2022,       by       \_\_\_\_\_,       \_\_\_\_\_ of  
\_\_\_\_\_ for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
   §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2022, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

(SEAL)

# Exhibit A

## Description of Property

A TRACT OR PARCEL CONTAINING 231.641 ACRES OR 10,090,281 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACRES DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345

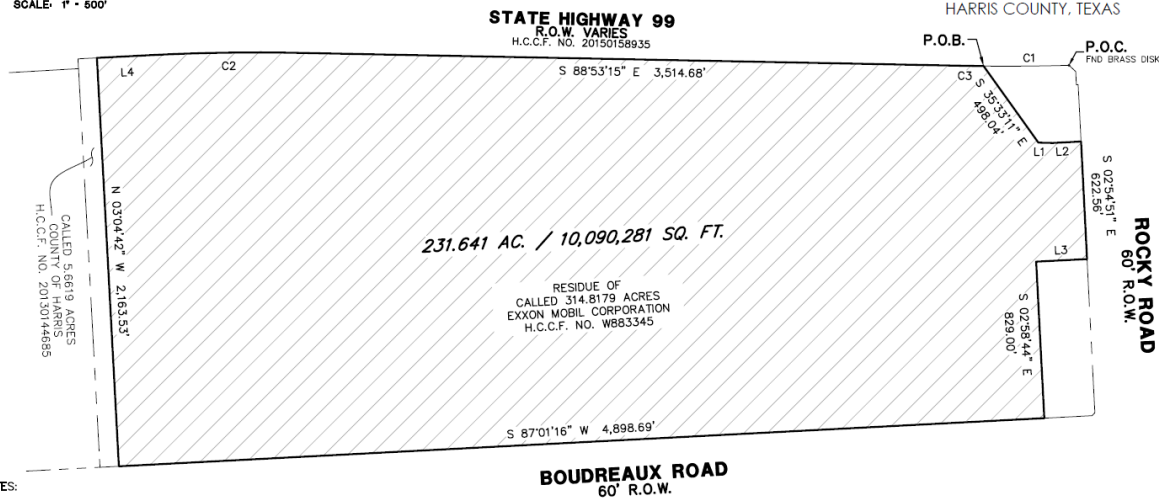


**NORTH**  
SCALE: 1" = 600'

LINE	BEARING	DISTANCE
L1	S 88°53'15" E	76.59'
L2	N 87°05'21" E	149.05'
L3	S 87°05'09" W	269.36'
L4	N 87°03'20" E	269.34'

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	11,659.16'	213°03"	451.26'	S 89°28'31" W	451.23'
C2	11,259.16'	403°25"	797.23'	N 89°05'02" E	797.06'
C3	11,659.16'	0°31'43"	107.55'	N 89°09'06" W	107.55'

EXHIBIT OF  
LIGHT INDUSTRIAL ANNEXATION AREA  
231.641 AC. / 10,090,281 SQ. FT.  
SITUATED IN THE  
AUGUSTE SENERCHAL SURVEY, A-722  
HARRIS COUNTY, TEXAS



**NOTES:**

- BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 1983.
- THIS MAP AND THE LEGAL DESCRIPTIONS ATTACHED ARE A COMPILATION OF EXISTING DOCUMENTS AND R.O.W. MAPS, PREPARED UNDER 22 TAC 863.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
- A METES AND BOUNDS DESCRIPTION OF THIS POLITICAL BOUNDARY WAS PREPARED ALONG WITH THIS POLITICAL BOUNDARY MAP.

FILED BY: -	DATE: 10/12/21
DRAWN BY: RK	REV:
CHECKED BY: RK	REV:
JOB NO. 56941-CONFLICT AREA	REV:
SHEET 2 OF 2	REV:



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