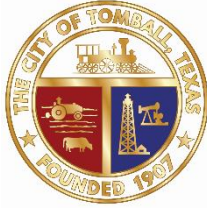


**NOTICE OF REGULAR COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, August 1, 2022
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, August 1, 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 AUGUST 1, 2022, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375 VIA PHYSICAL ATTENDANCE AND ZOOM. 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: 850 3605 3804, Passcode: 085615. 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 Adam McIntosh - St. David's Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

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

E. Presentations

1. Accept a donation for Holiday Heroes
2. Chief Bert - Recognize four officers who were awarded 7 awards from Mothers Against Drunk Driving (MADD)

F. Reports and Announcements

1. Announcements

- I. **Tomball City Pool – 2022 Swim Season** - Jerry Matheson Park Pool will be open from 10 a.m.–6 p.m., Tuesday through Friday and Noon–8 p.m. on Saturday and Sunday through August 14.

End of Season hours will be: Noon–8 p.m. on August 20-21, August 27-28, and September 3-4; on September 5, the pool will be open 10 a. m.–6 p.m. to close out the Swim Season.

The pool will be closed every Monday during swim season 2022, except Labor Day (September 5).

- II. **TOMBALL KID'S CLUB – Activities:** August 2, 4, 9, and 11 from 10:00 a.m. to 12:00 p.m., at the **Juergens Park Pavilion**.

- III. August 5, 2022 – **50th Annual Tomball Night, Parade of Lights, and Health & Wellness Expo**

- IV. August 13, 2022 – **2nd Saturday at the Depot**

- V. September 9-10, 2022 – **“9-11 21st Anniversary Remembrance”**; an event to remember the events of **9-11** - at the Depot

- VI. September 10, 2022 – **2nd Saturday at the Depot**

- VII. September 17, 2022 – **GroovFest 2022** – 11:00 a.m. – 6:00 p.m. at the Depot

- VIII. September 24, 2022 – **Fiesta de Tomball** – 11:00 a.m. – 6:00 p.m. at the Depot

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

G. Approval of Minutes

1. Approve the Minutes of the following Meetings;

- July 14, 2022 Special Tomball City Council Meeting
- July 15, 2022 Special Tomball City Council Meeting
- July 18, 2022 Special Tomball City Council Meeting
- July 18, 2022 Regular Tomball City Council Meeting

H. Old Business

1. Remove from Table for Consideration to Adopt, on First Reading, Ordinance No. 2022-13, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

I. New Business

1. Adopt, on First Reading, Ordinance No. 2022-16, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Allow an "Accessory Residence" within the General Retail (GR) Zoning District at 817 East Main Street; said Property being approximately 0.78 Acres, being a Portion of the Jesse Pruitt Survey, Abstract Number 629 (Legally described in Exhibit "A). Located within the 700-800 Blocks of East Main Street (North Side); Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability
2. Consideration to Approve Right-of-Way Abandonment Case P22-265: Request from Habitat for Humanity – Northwest Harris County Inc. represented by Erik Armstrong to abandon a segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street. Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between

Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, within the City of Tomball, Harris County, Texas.

- * Conduct Public Hearing on **Zoning Case P22-265**
 - * Adopt, on First Reading, Ordinance No. 2022-17, an ordinance of the City of Tomball, Texas, authorizing the abandonment of public right-of-way dedicated to Welty Street. Being a segment of the 30-foot-wide public right-of-way extending approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters, and Authorize City Manager to Execute Quitclaim Deeds
3. Adopt, on First Reading, Ordinance No. 2022-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2022 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10)
 4. Approve Resolution No. 2022-29, 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
 5. Consideration to award contract for bid number 2022-08 for the S. Persimmon asphalt overlay to Hayden Paving, Inc. for a total amount of \$171,440.00.
 6. Award contract for bid number 2022-07 for the replacement of Slide Gate at the North and South Wastewater Treatment Plants to Hassell Construction Group, LLC. for a total amount of \$158,000.00.
 7. Approve a contract amendment to a professional services agreement with Freese & Nichols, Inc. for on-call GIS, planning, and engineering services for an amount of \$100,000 (contract total not to exceed amount of \$145,000).

8. Approve a professional services agreement for construction management and inspection support services with Freese and Nichols, Inc. for a total not-to-exceed amount of \$50,000
9. Approve the grant from K-9 for Cops to receive a male canine for narcotics and criminal apprehension
10. Approve Interlocal Agreement between the City of Tomball and Tomball Independent School District (TISD), Affording the Tomball Police Department the Ability to Assign Twelve (12) Law Enforcement Officers in Academic Calendar Year 2022-23, thirteen (13) Law Enforcement Officers as SROs in Academic Calendar Year 2023-2024, and fifteen (15) Law Enforcement Officers in Academic Calendar Year 2024-2025 to TISD Campuses
11. Approve Administrative Policy Number 2, Special Events & Fireworks Events.
12. Receive Petition and Grant Consent to the Acquisition of Road Powers by Harris County MUD No. 273 to Facilitate the Construction of Roads within the Boundaries of the District (Grand Parkway Town Center)
13. Approve recommended changes to applications for the Board & Commissions and for the Tourism Advisory Committee

J. 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 28th day of July 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.

City Council Meeting Agenda Item Data Sheet

Meeting Date: 08/01/2022

Topic:

Accept a donation for Holiday Heroes

Background:

The Tomball Fire, Police, Public Works and City Management Departments participated in a “Dunk your Local Hero” fundraiser at the Tomball Farmers Market on June 18th. Amanda Kelly would now like to present a check from the moneys raised at the fundraiser to the Tomball Police Explorer Post for the Holiday Heroes program.

Origination: 5451 Explorer Post

Recommendation:

Accept check on behalf of Explorer Post 5451 Booster Club

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: 08/01/2022

Topic:

Chief Bert recognized four officers that were awarded 7 awards from Mothers Against Drunk Driving

Background:

On June 19, 2022, Tomball PD officers were recognized at the MADD Annual Luncheon. Four night shift officers – Bryce Smith, Derek Townsend, Erin McNeil, and James O’Malley – collectively arrested 129 DWI drivers last year in the City of Tomball, and as a result of their efforts, Tomball PD received 7 MADD Awards

Origination: Police Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Tomball City Pool – 2022 Swim Season - Jerry Matheson Park Pool will be open from 10 a.m.–6 p.m., Tuesday through Friday and Noon–8 p.m. on Saturday and Sunday through August 14.

End of Season hours will be: Noon–8 p.m. on August 20-21, August 27-28, and September 3-4; on September 5, the pool will be open 10 a. m.–6 p.m. to close out the Swim Season.

The pool will be closed every Monday during swim season 2022, except Labor Day (September 5).

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>6-13-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

TOMBALL KID'S CLUB – Activities: August 2, 4, 9, and 11 from 10:00 a.m. to 12:00 p.m., at the Juergens Park Pavilion.

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>5-27-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

August 5, 2022 – 50th Annual Tomball Night, Parade of Lights, and Health & Wellness Expo

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>5-11-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

Tomball's Shop Local Event

2022
Tomball Night



FRIDAY

AUGUST 5, 2022

5 PM - 10 PM

DOWNTOWN VENDORS

PARADE OF LIGHTS

FIREWORKS

MYSTERY SHOPPERS

HEALTH & WELLNESS EXPO

SALES AT LOCAL BUSINESSES



SPONSORSHIP OPPORTUNITIES

VENDOR SPOTS AVAILABLE

ENTER PARADE OF LIGHTS

FORMS AVAILABLE TODAY!

Greater Tomball Area Chamber of Commerce

www.tomballchamber.org | 281.351.7222

PRESENTED
BY

HCA  Houston HealthcareSM

Tomball

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

August 13, 2022 – 2nd Saturday at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>6-13-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

September 9-10, 2022 – “*9-11 21st Anniversary Remembrance*”; an event to remember the events of **9-11** - at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>6-29-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

September 10, 2022 – 2nd Saturday at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	7-27-2022	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

September 17, 2022 – *GroovFest 2022* – 11:00 a.m. – 6:00 p.m. at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	6-29-2022	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

September 24, 2022 – *Fiesta de Tomball* – 11:00 a.m. – 6:00 p.m. at the Depot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	Doris Speer	6-29-2022	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: July 18, 2022

Topic:

Approve the Minutes of the following Meetings;

July 14, 2022 Special Tomball City Council Meeting

July 15, 2022 Special Tomball City Council Meeting

July 18, 2022 Special Tomball City Council Meeting

July 18, 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)

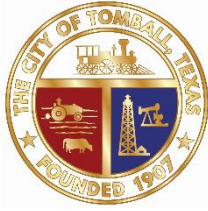
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	<u>Doris Speer</u>	<u>7-27-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

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



**Thursday, July 14, 2022
5:00 PM**

The Tomball City Council conducted the meeting scheduled for Thursday, July 14, 2022 at 5:00 PM, Maple Creek B&B, 519 E. Hufsmith Road, Tomball, Texas 77375, via physical attendance only.

- A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 8:30 a.m.

PRESENT

Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 5 Randy Parr
Council 4 Derek Townsend, Sr.

OTHERS PRESENT (CITY):

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
Facilitator – Jackie Younger

- B. No Public Comments were received.

- C. Workshop/Teambuilding Session

1. The Tomball City Council entered into a Teambuilding Session with Jackie Younger, Facilitator

- D. Having no further business to consider, Mayor Klein Quinn adjourned the Council meeting.

Meeting adjourned at 8:55 p.m.

PASSED AND APPROVED this the 1st day of August 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

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



**Friday, July 15, 2022
8:30 AM**

The Tomball City Council conducted the meeting scheduled for Friday, July 15, 2022 at 8:30 AM, Lone Star College-Tomball, Beckendorf Conference Center, 30555 Tomball Parkway, Tomball, Texas 77375, via physical attendance only.

- A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 8:30 a.m.

PRESENT

Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 5 Randy Parr
Council 4 Derek Townsend, Sr.

OTHERS PRESENT (CITY):

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer

- B. The following Public Comments were received:

Vicki Clark TRHF 26103 Rimwick Forest, 77354	- Expressed the Tomball Regional Health Foundation's wishes regarding upcoming City reappointments/appointments to the TRHF board of directors
----------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

- C. Workshop Session

1. Invocation was led by Pastor Brandon Guindon, Real Life Ministries

- a. The Tomball City Council entered into a Workshop Session at 8:40 a.m.:

- i. Presentations regarding the following topics were provided:
 - 1. Economic and Business Development – Bruce Hillegeist, GTACC
 - 2. Primary and Secondary Education
 - 3. Higher Education – Dr. Lee Ann Nutt, Lone Star College-Tomball
 - 4. Healthcare and Wellness
 - 5. Regional Government Partnerships (including Harris County, TXDOT, North Harris County Regional Water Authority) – Landon Reed, Precinct 4, and Roger Bridgwater, Precinct 3
 - 1. Economic and Business Development – Kelly Violette, Tomball Economic Development Corporation
 - 6. City of Tomball Operations – David Esquivel – City operations; Council 1 Ford – CenterPoint “Resilient Now” program; Council 4 Townsend, Sr. – Community Art
- ii. Tomball Strategic Plan
- iii. Capital Needs

Recess was taken for lunch; upon resuming workshop session, the following items were discussed/considered:

- iv. Capital Needs (continued) and Infrastructure
 - 1. FM 2920 Update
- v. Development and Land Use
 - 1. Green Ordinance and Tree Ordinance
 - 2. Zoning and Land Use Updates
 - 3. Low-Income Housing
- vi. Citizen/Business-Directed Organizations
- vii. Boards and Commissions
 - 1. Citizen Involvement
 - a. Tomball Economic Development Corporation
 - b. Tomball Regional Health Foundation
 - c. Planning and Zoning Commission (Building Standards, Capital Improvements Plan Advisory Committee)
 - d. Board of Adjustments
 - e. Tourism Advisory Committee
 - f. SETH, Tomball Legacy Fund
- viii. Charter Amendments/Election:
 - 1. Term Limits
- ix. City Regulations and Codes and Possible New Ordinances
 - 1. Homelessness

- 2. Short-term rentals
- x. City Communications
 - 1. Update - City Radio Station
 - 2. Website
 - 3. Utility Bills
- xi. Additional Discussion Items
 - 1. Enhanced Christmas Lighting

D. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

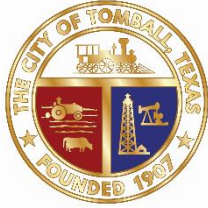
Meeting adjourned.

PASSED AND APPROVED this the 1st day of August 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

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



**Monday, July 18, 2022
4:00 PM**

The Tomball City Council conducted the meeting scheduled for Monday, July 18, 2022 at 4:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, via physical attendance and video participation/access.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 4:00 p.m.

PRESENT

Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 5 Randy Parr
Council 4 Derek Townsend, Sr.

OTHERS PRESENT (CITY):

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
Director of Community Development – Nathan Dietrich
Finance Director – Katherine Tapscott
Fire Chief – Joe Sykora
IT Manager – Doug Tippey
Director of Public Works – Drew Huffman
Marketing Manager – Sasha Smith
CSO Sr. Administrative Assistant – Sasha Luna
Police Captain-Patrol – Brandon Patin
Project Manager - Meagan Mageo
Budget Analyst – Kristin Kelly
Assistant Fire Chief – Jeff Cook

B. No Public Comments were received.

C. Workshop Session

1. Tomball City Council entered into a Workshop Session to consider the Proposed Fiscal Year 2022-2023 Budget

D. Motion made by Council 5 Parr, Seconded by Council 2 Stoll, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

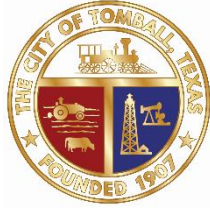
Meeting adjourned at 5:47 p.m.

PASSED AND APPROVED this the 1st day of August 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

MINUTES OF REGULAR COUNCIL MEETING CITY OF TOMBALL, TEXAS



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

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for July 18, 2022, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone access/participation.

- A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 6:03 p.m.

PRESENT

Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 5 Randy Parr
Council 4 Derek Townsend, Sr.

OTHERS PRESENT (CITY):

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Community Development – Nathan Dietrich
Finance Director – Katherine Tapscott
Fire Chief – Joe Sykora
IT Manager – Doug Tippey
Director of Public Works – Drew Huffman
Marketing Manager – Sasha Smith
CSO Sr. Administrative Assistant – Sasha Luna
Police Captain-Patrol – Brandon Patin
Community Center Manager - Rosalie Dillon
Project Manager - Meagan Mageo
Assistant Fire Chief – Jeff Cook

- B. Invocation - Led by Chaplain Gary Crowe – TPD Chaplain
- C. Pledges to U.S. and Texas Flags - Led by Scout Ryan McGill, Troop 928

D. The following Public Comment was received:

Earl Detwiler - Expressed his support for the City to add another
626 Texas, 77375 motorcycle patrol officer

E. Reports and Announcements

1. Announcements

- I. **Tomball City Pool – 2022 Swim Season** - Jerry Matheson Park Pool will be open from 10 a.m.–6 p.m., Tuesday through Friday and Noon–8 p.m. on Saturday and Sunday through August 14.
End of Season hours will be: Noon–8 p.m. on August 20-21, August 27-28, and September 3-4; on September 5, the pool will be open 10 a. m. –6 p.m. to close out the Swim Season.
The pool will be closed every Monday during swim season 2022, except Labor Day (September 5).
- II. **TOMBALL KID'S CLUB – Activities:** July 19, 21, 26 and 28, then August 2, 4, 9, and 11 from 10:00 a.m. to 12:00 p.m., at the **Juergens Park Pavilion.**
- III. August 5, 2022 – **50th Annual Tomball Night, Parade of Lights, and Health & Wellness Expo**
- IV. August 13, 2022 – **2nd Saturday at the Depot**
- V. September 9-10, 2022 – **“9-11 21st Anniversary Remembrance”**; an event to remember the events of **9-11** - at the Depot
- VI. September 17, 2022 – **GroovFest 2022** – 11:00 a.m. – 6:00 p.m. at the Depot
- VII. September 24, 2022 – **Fiesta de Tomball** – 11:00 a.m. – 6:00 p.m. at the Depot

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

- I. Sasha Smith – Report on the Success of the **July Fourth Celebration & Street Fest**
- II. Katherine Tapscott - Quarterly Investment Report for Period Ending June 30, 2022. 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 June 30, 2022, the City's cash and investment balances totaled \$64,472,843.

F. Approval of Minutes

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to approve the Minutes of the July 5, 2022 Regular Tomball City Council Meeting

and the July 6, 2022 Special Joint Tomball City Council and Tomball Economic Development Meeting

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

G. Old Business

1. Remove from Table for Consideration to Adopt, on First Reading, Ordinance No. 2022-13, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

No action taken. Consideration and action regarding Ordinance No. 2022-13 will be taken at the August 1, 2022 Council meeting.

H. New Business

1. A petition was presented to the City Secretary by the concerned citizens of the South Chestnut and Lizzie Lane area of town. The petition and an email expressing citizens' opposition to the proposed facility was read into the record by the City Secretary.

Presentation was made by Courtney McReynolds and Jake Steinman, APEX representatives, for a Proposed Green Energy Storage Facility, west of South Chestnut/Lizzie Lane, across from Chestnut Business Park.

No action taken.

2. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to award contract; to authorize the City Manager to execute a Professional Services Contract with Public Management, Inc. for Grant Administration Services (RFP 2022-05) and a specific work authorization for grant administration services for

American Rescue Plan Act funds in the amount \$95,000.00; and to authorize the expenditure of funds from the American Rescue Plan Act funds.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

3. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to accept Petition and Approve Resolution No. 2022-25, a Resolution of the City Council of the City of Tomball, Texas, calling for a public hearing on August 15, 2022, for the creation of Tomball Public Improvement District No. 14 (Seven Oaks) and being located within the City of Tomball.

Voting Yea: Council 1 Ford, Council 4 Townsend, Sr., Council 5 Parr
Voting Nay: Council 2 Stoll, Council 3 Dunagin

Motion carried, 3 votes Aye, 2 votes Nay.

4. Consideration to approve Zoning Case P22-205: Request by Michael Seitz for a Conditional Use Permit to allow an accessory residence within General Retail (GR) zoning. The property is legally described as approximately 0.78 acres, being a portion of the Jesse Pruitt Survey, Abstract Number 629. The property is located at 817 E. Main Street, within the City of Tomball, Harris County, Texas.

- a. Mayor Klein Quinn opened the Public Hearing on Zoning Case P22-205 at 7:00 p.m.

Receiving no public comments, Mayor Klein Quinn closed the Public Hearing at 7:01 p.m.

- b. No action will be taken with regard to the consideration to Adopt, on First Reading, Ordinance No. 2022-16, due to the agenda item be captioned incorrectly. Consideration and action regarding Ordinance No. 2022-16 will be taken at the August 1, 2022 Council meeting.

No action taken.

5. Motion made by Council 2 Stoll, Seconded by Council 5 Parr, to approve Resolution No. 2022-26, a Resolution by the City Council of the City of Tomball, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Office Statement; and

Approving Other Matters Incidental Thereto [*Notice of Intent to Issue Certificates of Obligation, Series 2022*]

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

- I. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Meeting adjourned at 7:07 p.m.

PASSED AND APPROVED this the 1st day of August 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: July 5, 2022

Topic:

Remove from Table for Consideration to Adopt, on First Reading, Ordinance No. 2022-13, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 13.21 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On June 20, 2022, Council voted to place consideration of this item 'on the table'. The public hearing was held; the first item of business will be to "Remove Consideration of Ordinance No. 2022-13 from the Table".

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (3 Vote Aye, 0 Votes Nay)

Origination: Welcome Land Development, LLC and Jacquelyn Marshall represented by Bryan Harrison

Recommendation:

Remove Consideration of Ordinance No. 2022-13 from the Table; consideration to adopt Ordinance No. 2022-13 on First Reading.

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

FUNDING (IF APPLICABLE)

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

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

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 13.2 ACRES OF LAND OUT OF TOMBALL OUTLOTS 163, 167, 171, 172, 175, AND 176 FROM THE AGRICULTURAL (AG) DISTRICT TO THE COMMERCIAL (C) DISTRICT, BEING GENERALLY LOCATED WITHIN THE 13000 BLOCK (SOUTH SIDE) OF MEDICAL COMPLEX DRIVE, PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Welcome Land Development LLC and Jacquelyn Marshall have requested that approximately 13.2 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176, generally located within the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas, (the “Property”), be rezoned; and

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

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

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

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Agricultural District to the Commercial subject to the regulations, restrictions, and conditions hereafter set forth.

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20th DAY OF JUNE 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 5th DAY OF JULY 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"

TRACT 1

BEING 3.5879 ACRES (156,290 SQUARE FEET) OF LAND OUT OF THAT CERTAIN CALLED 7.56 ACRE TRACT RECORDED UNDER H.C.C.F. NO. 20120271296 AND BEING A PORTION OF OUTLOTS 172, 175 AND 176 OF TOMBALL TOWNSITE, AS RECORDED IN VOLUME 2, PAGE 65 H.C.M.R. AND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS SAID 3.5879 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

BEGINNING at a 1-inch iron pipe found at the West right-of-way line of South Cherry Street (80 feet wide) for the Northeast corner of Lot 1, Block 1 of Devasco International Subd., as recorded in Film Code No. 615009 H.C.M.R., said iron rod also marks the Southeast corner of said called 7.56 acre tract and the herein described tract;

THENCE, South $87^{\circ}28'49''$ West, along the North line of said Lot 1, Block 1 Devasco International Subd., a distance of 951.83 feet to a 5/8 inch iron rod found for the Southeast corner of that certain called 2.500 acre tract recorded under H.C.C.F. No. 20130397880, said iron rod also marks the Southwest corner of said called 7.56 acre tract and the herein described tract;

THENCE, North $02^{\circ}21'26''$ West, along the East line of said called 2.500 acre tract, a distance of 188.18 feet to a 5/8 inch iron rod with cap found in the South line of that certain called 15.541 acre tract recorded under H.C.C.F. No. P124644 for the Westerly most Northwest corner of the herein described tract;

THENCE, North $87^{\circ}29'33''$ East, along the South line of said called 15.541 acre tract, a distance of 199.17 feet to a 1-inch pinch pipe found for the Southeast corner of said called 15.541 acre tract and the common corner of Outlots 171, 172, 175 and 176 of said Tomball Townsite, said pinch pipe also marks an interior corner for the herein described tract;

THENCE, North $02^{\circ}39'54''$ West, along the common line between said called 7.56 acre tract and said called 15.541 acre tract, a distance of 134.16 feet to a point in the Southeast right-of-way line of Medical Complex Drive (120 feet wide), as recorded under H.C.C.F. No. 20150107119 for the Northwest corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears N $82^{\circ}17'$ E, 0.36 feet, said point falling in the arc of a non-tangent curve to the Left;

THENCE, in a Southeasterly direction, along the Southeast right-of-way line of Medical Complex Drive, with said curve to the Left, having a central angle of $28^{\circ}35'35''$, a radius of 1560.00, an arc length of 778.51 feet and a chord bearing and distance of S $73^{\circ}19'34''$ E, 770.45 feet to a 5/8 inch iron rod with cap found marking the Westerly cutback corner at the intersection of East right-of-way line said South Cherry Street, said iron rod also marks the Northerly most Northeast corner of the herein described tract;

THENCE, South $45^{\circ}17'46''$ East, along said cutback line, a distance of 36.70 feet to a 5/8 inch iron rod with cap found marking the Easterly cutback corner at the intersection of East right-of-way line said South Cherry Street and the South right-of-way line of Medical Complex Drive, said iron rod also marks the Easterly most Northeast corner of the herein described tract;

THENCE, South $02^{\circ}24'16''$ East, along the East right-of-way line of South Cherry Street, a distance of 42.07 feet to the POINT OF BEGINNING and containing 3.5879 acres (156,290 square feet) of land, more or less.

TRACT 2

BEING 2.5043 ACRES (109,087 SQUARE FEET) OF LAND BEING ALL OF THAT CERTAIN 2.500 ACRE TRACT RECORDED UNDER H.C.C.F. NO. P124644 AND BEING A PORTION OF OUTLOT 175 OF TOMBALL TOWN SITE, AS RECORDED IN VOLUME 2, PAGE 65 H.C.M.R. AND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS SAID 2.5043 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

COMMENCING at a 1-inch iron pipe found at the Westright-of-way line of South Cherry Street (80 feet wide) for the Northeast corner of Lot 1, Block 1 of Devasco International Subd., as recorded in Film Code No. 615009 H.C.M.R., said iron rod also marks the Southeast corner of that certain called 7.56 acre tract recorded under H.C.C.F. No. 20120271296;

THENCE, South 87°28'49" West, along the North line of said Lot 1, Block 1 Devasco International Subd., a distance of 951.83 feet to a 5/8 inch iron rod found for the Southwest corner of said called 7.56 acre tract, said iron rod also marks the Southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 87°28'49" West, continuing along the North line of said Lot 1, Block 1 Devasco International Subd., a distance of 579.21 feet to a point in the West line of said Outlot 175 for the Northwest corner of said Lot 1, Block 1 of Devasco International and the Southwest corner of the herein described tract, from which a found 3/4 inch iron pipe bears, N 76°26' E, 1.4 feet;

THENCE, North 02°32'23" West, along the West line of said called 2.500 acre tract, a distance of 188.30 feet to a point for the common West corner of Outlots 171 and 175, the Southwest corner of that certain called 15.541 acre tract recorded under H.C.C.F. No. P124644, said point also marks the Northwest corner of said called 2.500 acre tract and the herein described tract, from which a found 1-inch iron pipe bears N 65°31' E, 1.39 feet;

THENCE, North 87°29'33" East, along the South line of said called 15.541 acre tract, a distance of 579.81 feet to a 5/8 inch iron rod with cap found for the Northwest corner of said called 7.56 acre tract, Northeast corner of said called 2.500 acre tract and the herein described tract;

THENCE, South 02°21'26" East, along the common line between said called 7.56 acre tract and said called 2.500 acre tract, a distance of 188.18 feet to the POINT OF BEGINNING and containing 2.5043 acres (109,087 square feet) of land, more or less.

TRACT 3

BEING 7.1364 ACRES (310,860 SQUARE FEET) OF LAND OUT OF THAT CERTAIN CALLED 15.541 ACRE TRACT RECORDED UNDER H.C.C.F. NO. P124644 AND BEING A PORTION OF OUTLOTS 163, 167 AND 171 OF TOMBALL TOWNSITE, AS RECORDED IN VOLUME 2, PAGE 65 H.C.M.R. AND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS SAID 7.1364 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

BEGINNING at a point in the East right-of-way line of a 30.00 foot road (unimproved), as shown on said Plat of Tomball Townsite for the common West corner of said Outlots 171 and 175, said point also marks the Southwest corner of said called 15.541 acre tract and the herein described tract, from which a found 1-inch iron pipe bears, N 65°31' E, 1.39 feet;

THENCE, North 02°32'23" West, along the East right-of-way line of said 30.00 foot road, being common with the West line of said Outlots 163, 167 and 171, a distance of 643.20 feet to a 5/8 inch iron rod with cap set in the Southeast right-of-way line of Medical Complex Drive (120 feet wide), as recorded under H.C.C.F. No. 20130059562 for the Northwest corner of the herein described tract, said iron rod falling in the arc of a non-tangent curve to the Right;

THENCE, in a Southeasterly direction, along the Southeast right-of-way line of Medical Complex Drive, with said curve to the Right, having a central angle of 07°25'11", a radius of 2940.00, an arc length of 380.73 feet and a chord bearing and distance of S 61°30'58" E, 380.46 feet to a 5/8 inch iron rod with cap set for the Point of Tangency;

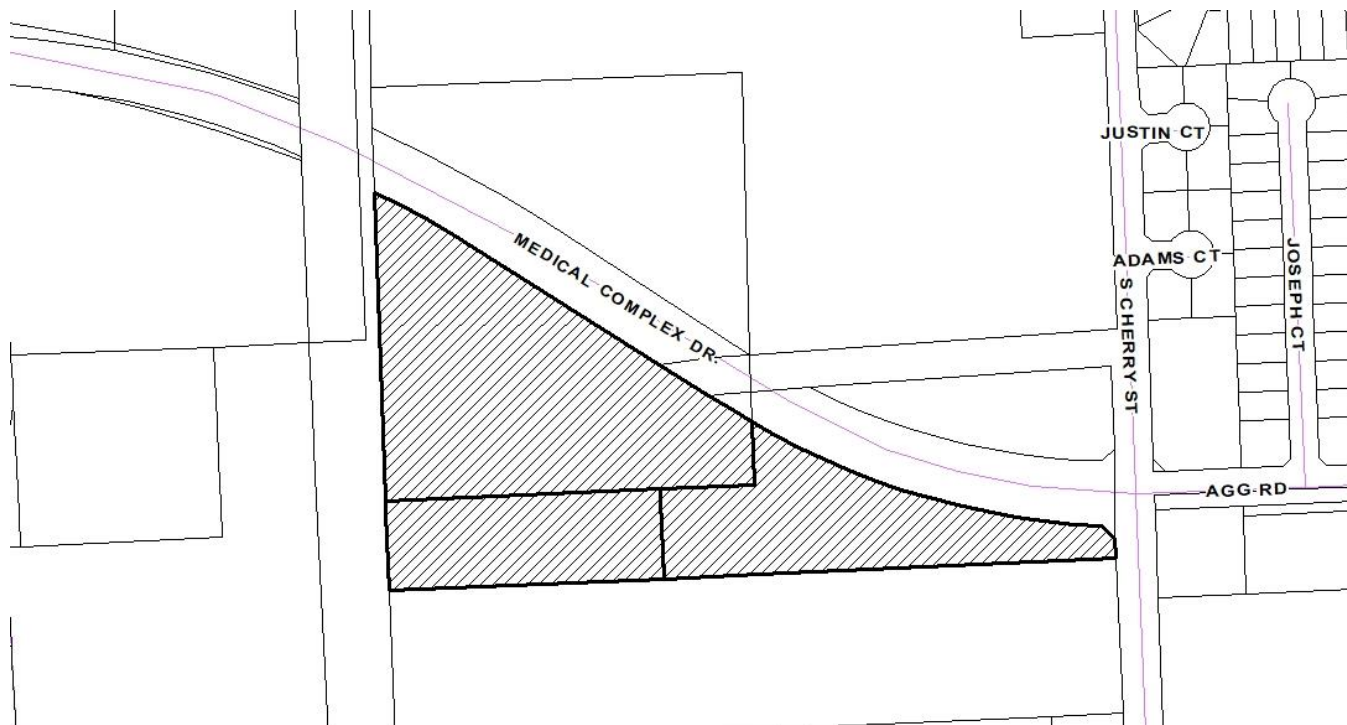
THENCE, South 57°48'23" East, continuing along the Southeast right-of-way line of Medical Complex Drive, a distance of 517.25 feet to a 5/8 inch iron rod with cap set for the Point of Curvature of a curve to the Left;

THENCE, in a Southeasterly direction, continuing along the Southeast right-of-way line of Medical Complex Drive, with said curve to the Left, having a central angle of 01°13'24", a radius of 1560.00, an arc length of 33.31 feet and a chord bearing and distance of S 58°25'05" E, 33.31 feet to a point in the East line of said called 15.541 acre tract and said Outlot 171 for the Northeasterly corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, N 82°17' E, 0.36 feet;

THENCE, South $02^{\circ}39'54''$ East, along the East line of said called 15.541 acre tract, a distance of 134.16 feet to a 1-inch pinch pipe found for the Southeast corner of said called 15.541 acre tract and the common corner of Outlots 171, 172, 175 and 176 of said Tomball Site, said pinch pipe also marks the Southeast corner for the herein described tract:

THENCE, South $87^{\circ}29'33''$ West, along the South line of said called 15.541 acre tract, at 199.17 feet pass a 5/8 inch iron rod with cap found marking the common North corner of s called 7.56 acre tract recorded under H.C.C.F. No. 20120271296 and a called 2.500 acre tract recorded under H.C.C.F. No. 20130397880 and continuing a total distance of 778.98 feet to the POINT OF BEGINNING and containing 7.1364 acres (310,860 square feet) of land, more or less.

Location: 13000 Block (South side) of Medical Complex D



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
June 13, 2022
&
CITY COUNCIL
June 20, 2022



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 13, 2022 at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, June 20, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P22-111: Request from Shahnaz Shahzad represented by Atif Shahzad to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 2.1 acres of land legally described as being a portion of Lot 5 in Tomball Medical Park from Agricultural (AG) to the General Retail (GR) District. The property is generally located within the 13100 block of Medical Complex Drive (north side), approximately 250-feet east from the intersection of School Street and Medical Complex Drive, within the City of Tomball, Harris County, Texas.

Zoning Case P22-115: Request from Welcome Land Development, LLC and Jacquelyn Marshall represented by Bryan Harrison to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 13.2 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District. The property is generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

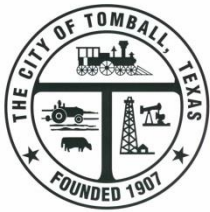
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **10th** day of **June 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith

Jared Smith
City Planner

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



Notice of Public Hearing

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

CASE NUMBER: P22-115

APPLICANT/OWNER: Welcome Land Development, LLC and Jacquelyn Marshall represented by Bryan Harrison

LOCATION: Generally located within the 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 13.2 acres of land legally described as being a portion of Tomball Outlots 163, 167, 171, 172, 175, and 176 from Agricultural (AG) to the Commercial (C) District.

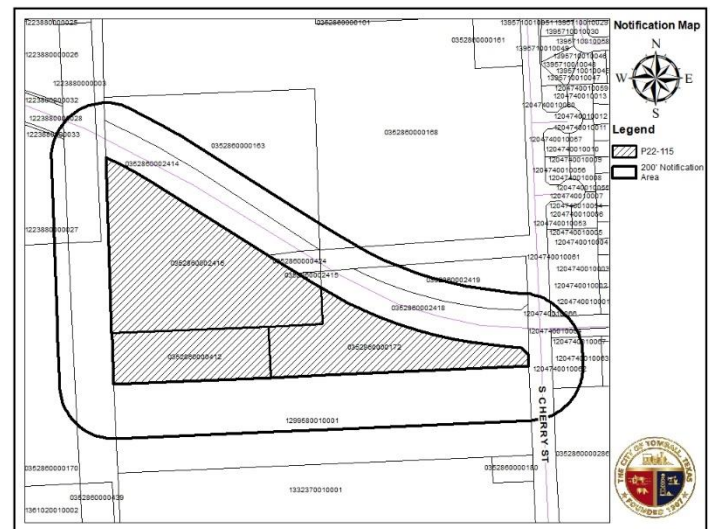
CONTACT: Jared Smith, City Planner

PHONE: (281) 290-1491

E-MAIL: jasmith@tomballtx.gov

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

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



Planning & Zoning Commission

Public Hearing:

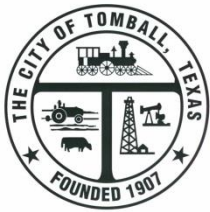
Monday, June 13, 2022 @ 6:00 PM

City Council Public Hearing:

***Monday, June 20, 2022 @ 6:00 PM**

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

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

_____ I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-115. (Please state reasons below)**

_____ I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-115. (Please state reasons below)**

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

Monday, June 13, 2022 @ 6:00 PM

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

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

Monday, June 20, 2022 @ 6:00 PM

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

COMMENTS:

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

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name:

Jacquelyn Marshall

(please print)

Address:

16007 Stablepoint Lane
Cypress Tx 77429

Signature:

[Handwritten Signature]

Date:

5-30-2022



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-115**. (Please state reasons below)



I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-115**. (Please state reasons below)

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

Monday, June 13, 2022 @ 6:00 PM

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

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

Monday, June 20, 2022 @ 6:00 PM

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

COMMENTS:

This will be a better use of the land along
Medical Complex Drive

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

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name:

Claire Sebesta

(please print)

Address:

16007 Stablepoint Lane

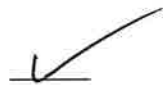
Cypress TX 77429

Signature:

Claire Sebesta

Date:

5-30-2022



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-115**. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-115**. (Please state reasons below)

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

Monday, June 13, 2022 @ 6:00 PM

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

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

Monday, June 20, 2022 @ 6:00 PM

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

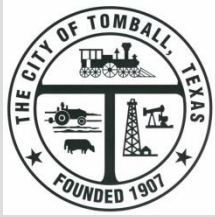
COMMENTS:

This will be a better use of the land
along Medical Complex Drive

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

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: June 13, 2022

City Council Public Hearing Date: June 20, 2022

Rezoning Case: P22-115

Property Owner(s): Welcome Land Development, LLC and Jacquelyn Marshall

Applicant(s): Bryan Harrison

Legal Description: Portion of Tomball Outlots 163, 167, 171, 172, and 176

Location: 13000 block of Medical Complex Drive (south side), at the southwest corner of the intersection of South Cherry Street and Medical Complex Drive (Exhibit "A")

Area: 13.2 acres

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

Present Zoning and Use: Agricultural (AG) District (Exhibit "C") / Vacant (Exhibit "D")

Request: Rezone from the Agricultural District to the Commercial District

Adjacent Zoning & Land Uses:

- North:** Agricultural / Vacant
- South:** Light Industrial / Office-Warehouse
- West:** Agricultural & Commercial / Drainage Channel (M-121), Vacant
- East:** Office / Office Building

BACKGROUND

The subject properties have been located within the original Tomball Townsite since 1909. The properties have remained vacant since that time. According to information provided by the applicant, the zone change request is to allow the subject property to be developed as an office business park that will include offices, commercial uses, and warehousing facilities.

ANALYSIS

The subject property is approximately 13.2 acres, located within the 13000 block of the south side of Medical Complex Drive. In 2008, when the City of Tomball adopted zoning the Agricultural zoning classification was applied to the subject property. North of the subject property is vacant land within Agricultural zoning. West of the subject site is an existing drainage channel (M-121) and vacant tracts that are within Agricultural and Commercial zoning. East of the subject property is an office building within an Office zoning district. South of the subject property is an existing office-warehouse facility most recently occupied by Devasco International, Inc. This warehouse facility was constructed in 2007. When the city of Tomball adopted zoning in 2008, the adjacent

property was zoned Light Industrial. The requested Commercial zoning for the subject property would effectively serve as a buffer from the existing Light Industrial use.

Comprehensive Plan Recommendation:

The Future Land Use Map designates the subject property as “Neighborhood Commercial.” This Neighborhood Commercial land use category is intended for “commercial uses that are developed with the appropriate context, scale, and design to complement residential development. These areas are intended to be accessible by both vehicles and pedestrians.”

The Comprehensive Plan identifies Office, General Retail, and Planned Development as being potentially compatible zoning districts with the Neighborhood Commercial land use.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: “Neighborhood commercial development should be located adjacent to an intersection of a collector street or greater functional classification.”

Staff Review Comments:

Although the requested Commercial zoning does not strictly adhere to the Neighborhood Commercial land use that is identified on the Future Land Use Map, the conditions on the ground would suggest the proposed land use category may be more appropriate. Given the existing industrial zoning/land use immediately south of the subject property and the business park industry land use that it falls within as well as the lack of residential land uses adjacent to the subject site, the Neighborhood Commercial land use does not appear appropriate at this time. Furthermore, land uses that would result from the rezoning of the subject property would be in character with the surrounding land uses. This zone change would encourage the goal of providing an appropriate transition of land use between the existing Light Industrial zoning immediately south of the subject property and the existing manufactured home residential land use north of Medical Complex Drive. Moreover, the subject site is at the intersection of two arterial streets (Medical Complex Drive and S. Cherry Street). Intersections such as this are customarily appropriate for commercial land uses as they provide convenient access and exposure often considered necessary for commercial success.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on May 26, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION:

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-115.

P&Z COMMISSION RECOMMENDATION:

APPROVAL (3 Vote Aye, 0 Vote Nay):

Items of discussion during the meeting:

- Questions regarding the proposed “light manufacturing” uses stated in the application provided, and what manufacturing uses would be permitted if the zone change occurred.

- Discussion regarding the suitability of the site for the “Neighborhood Commercial” land use identified in the Future Land Use Plan Map for this area.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Commercial Permitted Use Chart
- F. Rezoning Application

Exhibit "A"
Aerial Photo

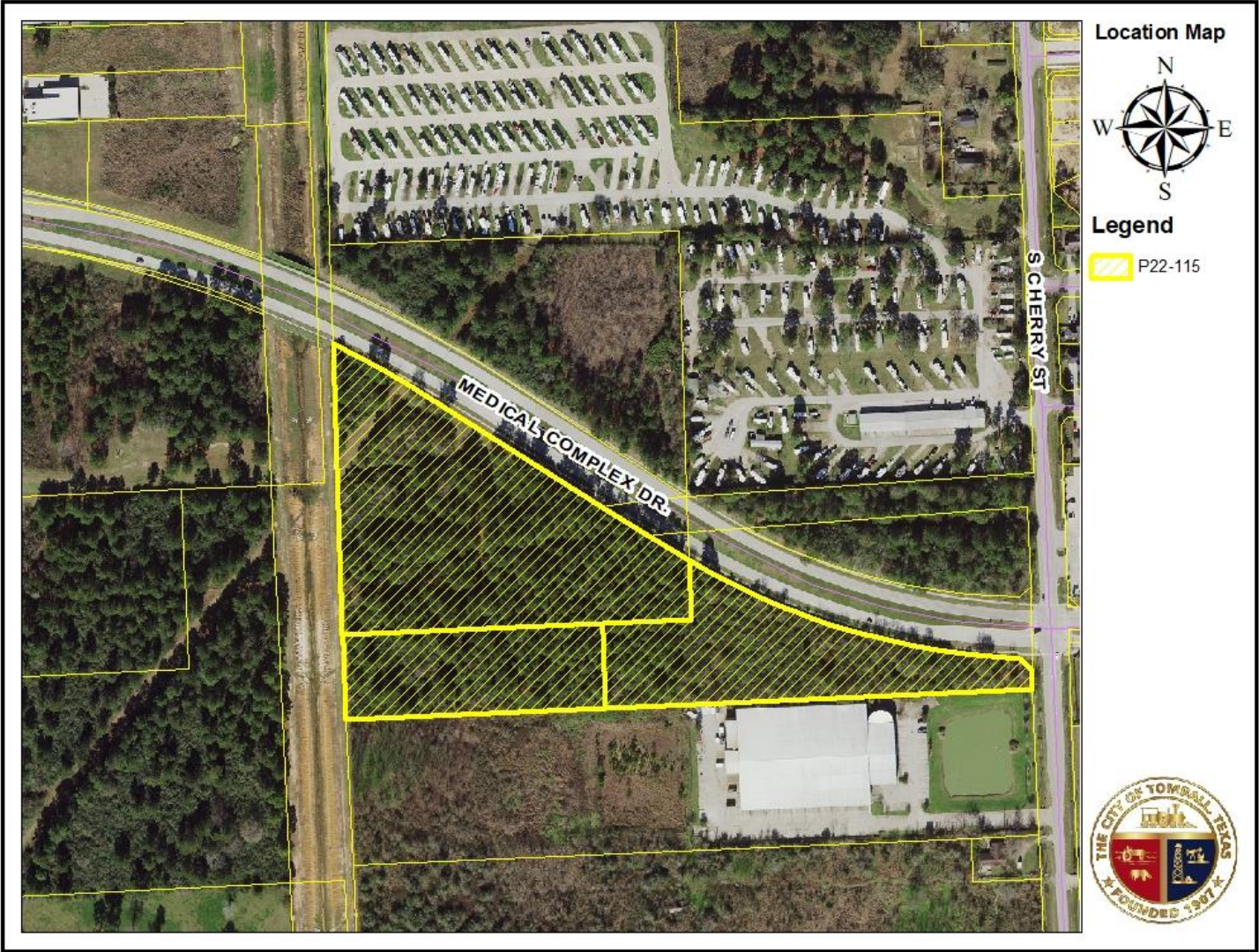


Exhibit "B"
Future Land Use Map

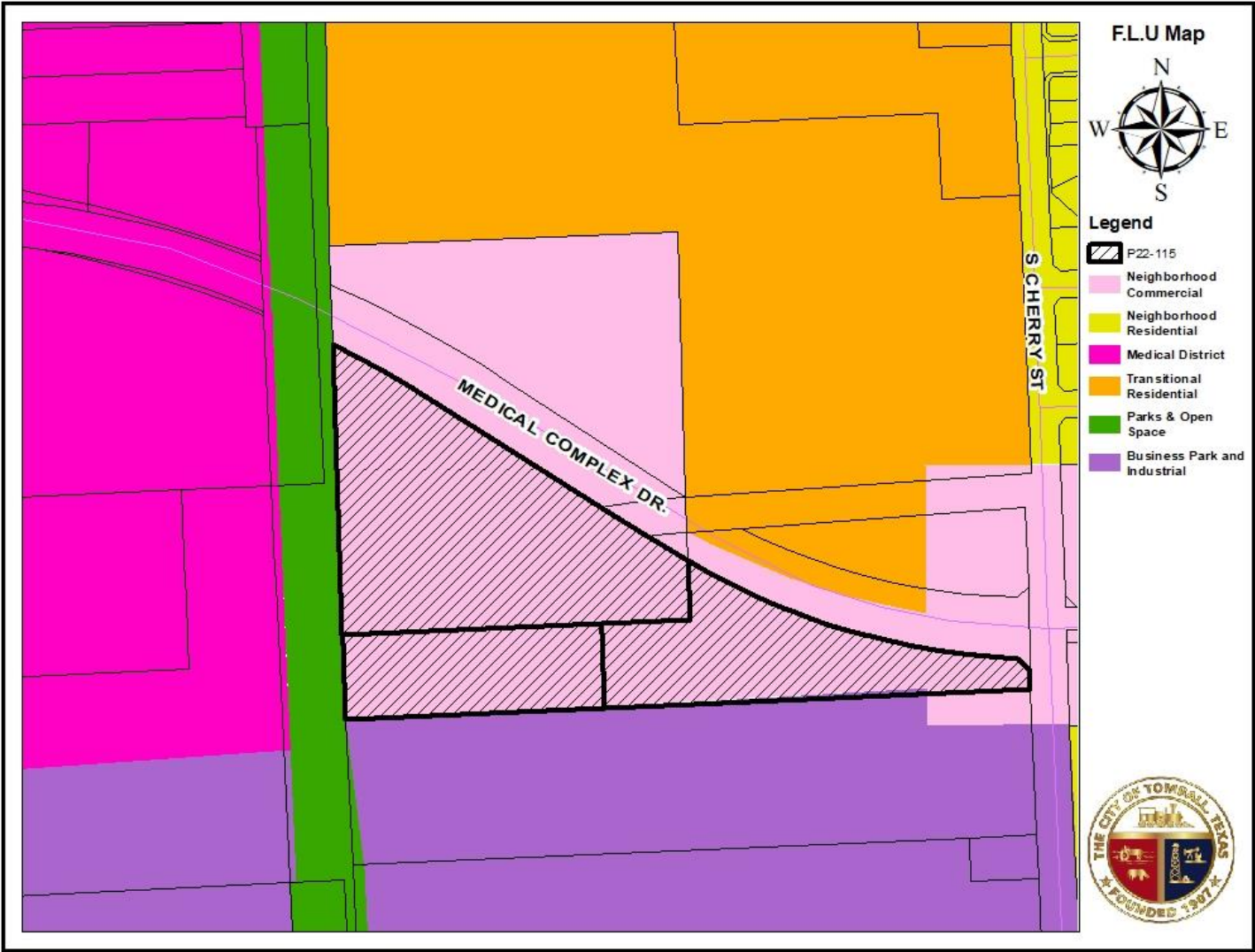
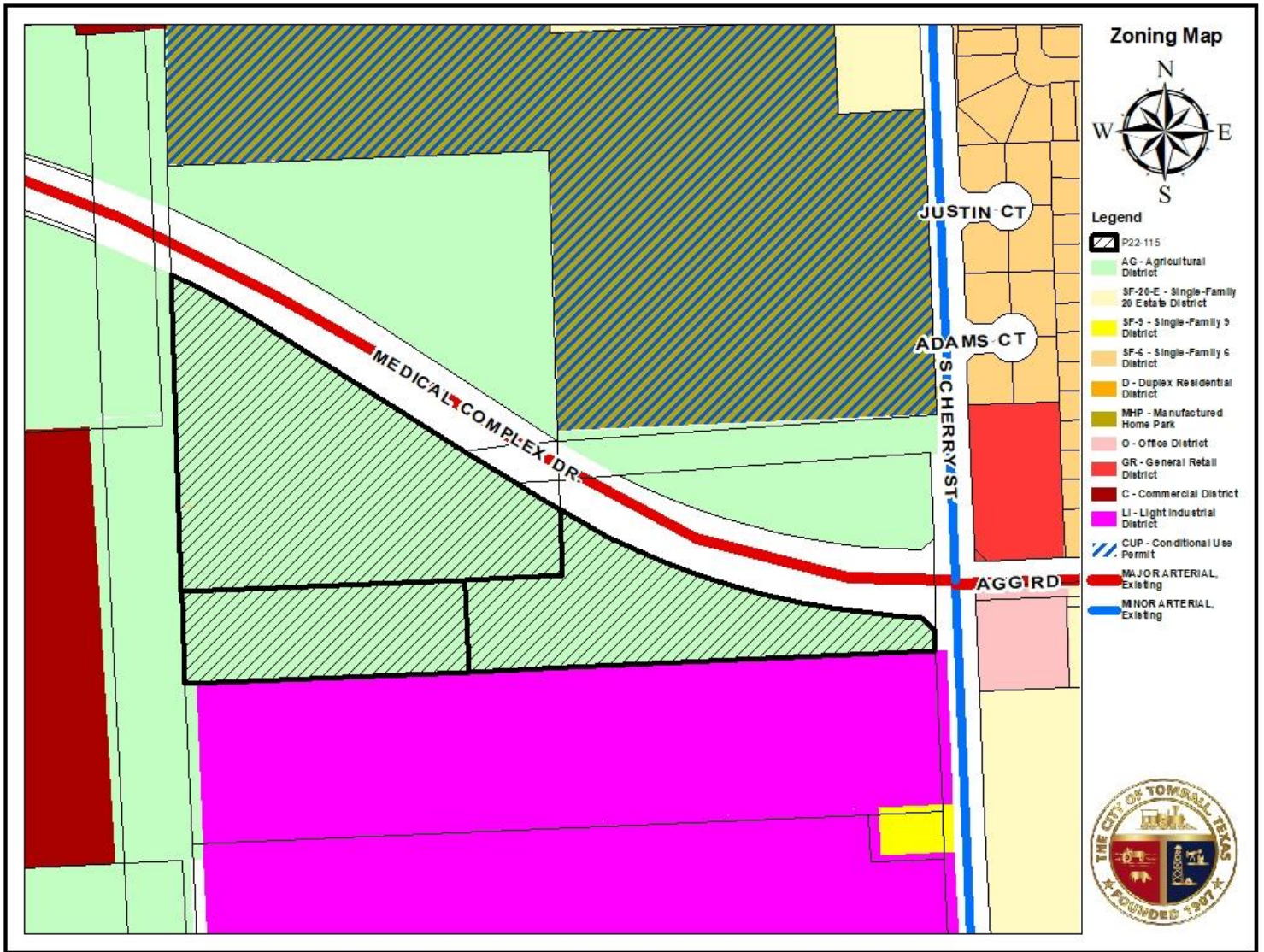


Exhibit "C" Zoning Map



**Exhibit “D”
Site Photo(s)**



Exhibit “E” Commercial Permitted Use Chart

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Agriculture		
Bulk Grain and/or feed storage	CUP Required (Learn More)	1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	Permitted	None
Feed and grain store/farm supply store ‡	Permitted	1 space per 500 square feet
Residential		
Accessory building/structure (business or industry) ‡	Permitted	None
Caretaker's, guard's residence ‡	Permitted	1 space per caretaker/guard
Home occupation ‡	Permitted	None
Residential use ‡	CUP Required (Learn More)	2 spaces per dwelling
Private street subdivision	CUP Required (Learn More)	None
Office		
Clinic, emergency care	Permitted	1 space per 150 square feet
Clinic, medical and/or dental	Permitted	1 space per 300 square feet
Credit agency	Permitted	1 space per 300 square feet
Bank, savings and loan, or credit union (no motor bank services)	Permitted	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)	Permitted	1 space per 300 square feet
Office, professional and general business ‡	Permitted	1 space per 300 square feet
Office, parole-probation	Permitted	1 space per 300 square feet
Office showroom/warehouse ‡	Permitted	1 space per 300 square feet
Security monitoring company (no outside storage)	Permitted	1 space per 300 square feet
Telemarketing agency	CUP Required (Learn More)	1 space per 250 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Telephone exchange/switching station ‡	Permitted	1 space per 500 square feet
Temporary real estate field office	Permitted	4 spaces
Model home (including sales office)	CUP Required (Learn More)	2 spaces per model
Personal and Business		
Ambulance service	Permitted	1 space per 500 square feet
Automobile driving school (including defensive driving)	Permitted	1 space per classroom seat
Barber/beauty shop (no related school/college)	Permitted	1 space per 200 square feet
Bed and breakfast inn ‡	Permitted	2 spaces plus one per guest room
Check cashing service	CUP Required (Learn More)	1 space per 100 square feet
Dance hall/dancing facility ‡	CUP Required (Learn More)	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	Permitted	1 space per 100 square feet
Funeral home ‡	Permitted	See Section 50-112
Greenhouse (non-retail/hobby)		None
Health club (indoor)	Permitted	1 space per 300 square feet
Health club (outdoor)	Permitted	1 space per 300 square feet
Hotel‡	Permitted	See Section 50-112
Motel‡	CUP Required (Learn More)	See Section 50-112
Laundromat/washateria/self-service ‡	Permitted	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡	Permitted	1 space per 200 square feet
Loan service (payday/auto title)	CUP Required (Learn More)	1 space per 100 square feet
Mailing service (private)	Permitted	1 space per 200 square feet
Pharmacy (retail only)	Permitted	1 space per 200 square feet
Reception venue	Permitted	1 space: 4 seats

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Rehabilitation care facility (halfway house) ‡	Permitted	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	Permitted	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)	Permitted	1 space per 200 square feet
Tattoo or body piercing studio ‡	CUP Required (Learn More)	1 space per 200 square feet
Wedding chapel	Permitted	1 space per four seats
Retail		
Antique shop (no outside sales or storage) ‡	Permitted	1 space per 500 square feet
Antique shop (with outside storage)	Permitted	1 space per 500 square feet
Apparel shop	Permitted	1 space per 200 square feet
Art gallery/museum/dealer ‡	Permitted	1 space per 500 square feet
Artist or photography studio	Permitted	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡	Permitted	1 space per 200 square feet
Bakery, retail (with drive-through)	Permitted	1 space per 200 square feet
Bakery (wholesale) ‡	Permitted	1 space per 500 square feet
Bird and pet shops (retail only)	Permitted	1 space per 200 square feet
Book/stationery shop (retail only) ‡	Permitted	1 space per 200 square feet
Brewpub	Permitted	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Carpenter shop	Permitted	1 space per 500 square feet
Catering service	Permitted	1 space per 500 square feet
Consignment shop	Permitted	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡	Permitted	See Section 50-112
Copy shop ‡	Permitted	1 space per 200 square feet
Drinking establishment	Permitted	
Drug store (retail only)	Permitted	1 space per 200 square feet
Eating establishment (with drive-in service) ‡	Permitted	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡	Permitted	
Eating establishment (with drive-through service) ‡	Permitted	
Electronic goods (retail only)	Permitted	1 space per 200 square feet
Florist shop (retail only) ‡	Permitted	1 space per 200 square feet
Food or grocery store	Permitted	1 space per 500 square feet
Furniture and appliance store (retail only) ‡	Permitted	1 space per 500 square feet
Furniture store (new and used) ‡	Permitted	1 space per 200 square feet
General retail stores (no outside storage)	Permitted	1 space per 200 square feet
Gift or card shop (retail only)	Permitted	1 space per 200 square feet
Hardware store	Permitted	1 space per 400 square feet
Hobby and crafts store (retail only)	Permitted	1 space per 200 square feet
Home improvement center	Permitted	1 space per 400 square feet plus one per 1,000 square feet of warehouse area

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Jewelry store	Permitted	1 space per 200 square feet
Market, open air, flea	CUP Required (Learn More)	1 space per 200 square feet
Meat and fish market (retail only)	Permitted	1 space per 200 square feet
Mobile Food Court ‡	CUP Required (Learn More)	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor
Motion picture studios, commercial films	Permitted	1 space per 300 square feet
Motion picture theater (indoors)	Permitted	See Section 50-112
Nursery ‡	Permitted	1 space per 1,000 square feet of sales area
Garden shop ‡	Permitted	1 space per 200 square feet
Painting and refinishing shop	Permitted	1 space per 500 square feet
Piano and musical instruments (retail only)	Permitted	1 space per 200 square feet
Shoe repair shop (retail only)	Permitted	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)	Permitted	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only	Permitted	1 space per 500 square feet
Trophy engraving	Permitted	1 space per 300 square feet
Upholstery shop (nonauto)	Permitted	1 space per 200 square feet
Used merchandise	Permitted	1 space per 200 square feet
Video rental/sales	Permitted	1 space per 200 square feet
Transportation and Auto Services		
Airport or landing field ‡		1 space per 500 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)	Permitted	1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)	Permitted	1 space per 300 square feet
Auto accessories (retail sales only)	Permitted	1 space per 200 square feet
Auto body repair/painting	Permitted	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡	Permitted	See Section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)	Permitted	See Section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡	Permitted	See Section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Auto glass repair/tinting	Permitted	1 space per 200 square feet
Auto interior shop/upholstery	Permitted	1 space per 200 square feet
Auto muffler shop	Permitted	1 space per 200 square feet
Auto paint shop	Permitted	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	Permitted	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	Permitted	1 space per 200 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Auto rental	Permitted	1 space per 200 square feet
Auto repair (major) ‡	Permitted	1 space per 200 square feet
Auto repair (minor) ‡	Permitted	1 space per 200 square feet
Auto storage or auto auction ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Auto tire sales (indoor)	Permitted	1 space per 200 square feet
Auto wrecker service	Permitted	1 space per 200 square feet
Automobile parts manufacturing	CUP Required (Learn More)	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	Permitted	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	Permitted	3 spaces per washing capacity of module
Bike sales and/or repair	CUP Required (Learn More)	1 space per 500 square feet
Bus or truck storage	Permitted	1 space per 1,000 square feet
Gasoline station	Permitted	See Section 50-112
Motor freight transportation, storage, and terminal	Permitted	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	Permitted	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	Permitted	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	Permitted	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	Permitted	See Section 50-112

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Railroad team tracks, unloading docks, and spurs	Permitted	None
Railroad yards, round house or shop	CUP Required (Learn More)	1 space per 1,000 square feet
Taxi/limousine service	Permitted	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡	Permitted	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Transfer station (refuse/pick-up) ‡	CUP Required (Learn More)	1 space per 500 square feet
Transit terminal ‡	Permitted	See Section 50-112
Truck and bus leasing ‡	Permitted	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡	Permitted	1 space per 1,000 square feet
Truck stop ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Truck terminal ‡	Permitted	See Section 50-112
Amusement and Recreation		
Amusement, commercial (indoor) ‡	Permitted	1 space per 100 square feet
Amusement, commercial (outdoor) ‡	Permitted	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡	CUP Required (Learn More)	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡	Permitted	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)	Permitted	1 space per 200 square feet
Bingo facility	Permitted	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)	Permitted	4 spaces per lane

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Dinner theatre	Permitted	1 space per three seats or bench seating space
Drive-in theater	CUP Required (Learn More)	1 space per speaker
Golf driving range	Permitted	See Section 50-112
Golf course (private) ‡	CUP Required (Learn More)	6 spaces per hole
Golf course (publicly owned) ‡	Permitted	6 spaces per hole
Playfield or stadium (private)	Permitted	1 space per three seats
Recreational vehicle park/campground ‡	CUP Required (Learn More)	1.5 per RV pad
Skating rink	Permitted	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	Permitted	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, commercial ‡	Permitted	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	Permitted	2 spaces per court
Tennis court (private/lighted)	CUP Required (Learn More)	2 spaces per court
Institutional/Governmental		
Adult day care (business)	See Section 50-116	
Antenna (commercial)	See Section 50-116	
Antenna (noncommercial)	See Section 50-116	
Armed services recruiting center	Permitted	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡	Permitted	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house	Permitted	1 space per 100 square feet
Broadcast station (with tower)	See Section 50-116	
Broadcast towers (commercial)	See Section 50-116	

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Cellular communications tower/PCS	See Section 50-116	
Cemetery and/or mausoleum ‡	CUP Required (Learn More)	1 space per 5,000 square feet of land
Child day care center (business) ‡	Permitted	1 space per three children
Church/temple/place of worship ‡	Permitted	1 space per four seats in sanctuary
Civic center (municipal) ‡	Permitted	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club	Permitted	See Section 50-112
Community center (public)	Permitted	See Section 50-112
Community or social buildings ‡	Permitted	1 space per 300 square feet
Country club (private) ‡	CUP Required (Learn More)	10 spaces plus 1 per 300 square feet above 2,000 square feet
Earth satellite dish (private, less than 3 feet in diameter)	See Section 50-116	
Electric power plant	CUP Required (Learn More)	1 space per 1,000 square feet
Electrical substation ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Exhibition hall ‡	Permitted	1 space per 100 square feet
Fair ground or rodeo ‡	CUP Required (Learn More)	1 space per 1,000 square feet of land area
Family home (child care in place of residence) ‡	Permitted	1 space per 10 children plus 1 space per teacher
Fraternal organization ‡	Permitted	10 spaces plus 1 per 300 square feet above 2,000 square feet
Fraternity or sorority house ‡	CUP Required (Learn More)	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	Permitted	1 space per 300 square feet
Heliport ‡	CUP Required (Learn More)	3 spaces
Helistop	CUP Required (Learn More)	3 spaces
Hospital ‡	Permitted	1 space per bed

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Household care facility ‡		1 space per 6 clients
Household care institution	Permitted	1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡	CUP Required (Learn More)	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	Permitted	1 space per 200 square feet
Municipal facility or use ‡	Permitted	1 space per 300 square feet
Museum	Permitted	See Section 50-112
Park and/or playground (private) ‡	Permitted	
Park and/or playground (public, municipal) ‡	Permitted	
Penal or correctional institutions	Permitted	1 space per 500 square feet
Post office (governmental)	Permitted	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)	Permitted	1 space per 4 seats
Radio, television and communications towers	See Section 50-116	
Rectory/parsonage	Permitted	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡	See assisted living facility	
Riding academy	CUP Required (Learn More)	1 space per five stalls
Sanitary landfill (private)		1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)	Permitted	1 space per three students, based on design
School, college or university	Permitted	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡	Permitted	1 space per student
School, public or denominational ‡	Permitted	See Section 50-112
School, other than public or denominational ‡	Permitted	
Sheltered care facility ‡	CUP Required (Learn More)	1 space per three beds or 1.5 per dwelling

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Sign, all types (defined within the referenced section) ‡	See Ch. 34 of this Code	
Skilled nursing facility ‡	Permitted	See Section 50-112
Studio for radio and/or television (no towers) ‡	Permitted	1 space per 200 square feet
Commercial and Wholesale Trade		
Animal kennel (outdoor pens)	CUP Required (Learn More)	1 space per 500 square feet
Appliance repair	Permitted	1 space per 500 square feet
Book binding	Permitted	1 space per 500 square feet
Carpet and rug cleaning plant	Permitted	1 space per 1,000 square feet
Cleaning plant (commercial laundry) ‡	Permitted	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)	Permitted	1 space per 1,000 square feet
Construction contractor with storage yard	Permitted	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles	Permitted	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official.)	Permitted	None
Distribution center ‡	Permitted	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)	Permitted	1 space per 1,000 square feet
Electronic assembly	Permitted	1 space per 1,000 square feet
Electro-plating/electro-typing	Permitted	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)	Permitted	1 space per 300 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Fix-it shops, small engine, saw filing, mower sharpening	Permitted	1 space per 500 square feet
Heating and air conditioning sales/services	Permitted	1 space per 1,000 square feet
Iron works (ornamental)	CUP Required (Learn More)	1 space per 1,000 square feet
Lawnmower repair and/or sales	Permitted	1 space per 500 square feet
Loading or storage tracks	Permitted	None
Locksmith	Permitted	1 space per 500 square feet
Machine shop	Permitted	1 space per 1,000 square feet
Maintenance and repair service for buildings/janitorial	Permitted	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Mattress, making and renovating	Permitted	1 space per 1,000 square feet
Milk depot, wholesale	Permitted	1 space per 1,000 square feet
Mini-warehouse/self storage ‡	Permitted	See Section 50-112
Mortuary	Permitted	See Section 50-112
Moving and storage company	Permitted	1 space per 1,000 square feet
News printing	Permitted	1 space per 1,000 square feet
Outdoor sales as a primary use ‡	Permitted	1 space per 5,000 square feet of land area
Pawn shop ‡	Permitted	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡	Permitted	1 space per 200 square feet
Plumbing shop	Permitted	1 space per 200 square feet
Printing equipment, supplies and repairs	Permitted	1 space per 500 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Propane sales filling (retail)	Permitted	1 space per 200 square feet
Publishing and printing company	Permitted	1 space per 500 square feet
Quick lube/oil change/minor inspection	Permitted	1 space per 200 square feet
Scientific and industrial research laboratories (hazardous) ‡	CUP Required (Learn More)	1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡	Permitted	1 space per 300 square feet
Security systems installation company	Permitted	1 space per 300 square feet
Sheet metal shop	Permitted	1 space per 1,000 square feet
Storage of cement, sands and gravel	CUP Required (Learn More)	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials	CUP Required (Learn More)	1 space per 5,000 square feet of storage area
Taxicab storage and repair	Permitted	1 space per 500 square feet
Taxidermist	Permitted	1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡	Permitted	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡	Permitted	1 space per 200 square feet
Vacuum cleaner sales and repair ‡	Permitted	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	Permitted	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡	CUP Required (Learn More)	1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡	Permitted	1 space per 1,000 square feet
Welding shop	Permitted	1 space per 1,000 square feet
Wholesale trade, nondurable goods	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Woodworking shops	Permitted	1 space per 1,000 square feet
Light and Heavy Manufacturing/Industrial		
Adhesives and sealants manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Animal processing and slaughter	CUP Required (Learn More)	1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law	CUP Required (Learn More)	1 space per 1,000 square feet
Artificial flower manufacture	Permitted	1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood	Permitted	1 space per 1,000 square feet
Bag manufacturing	Permitted	1 space per 1,000 square feet
Bottling works	Permitted	1 space per 1,000 square feet
Broom manufacture	Permitted	1 space per 1,000 square feet
Candy and other confectionary products manufacture	Permitted	1 space per 1,000 square feet
Canning and preserving factory	CUP Required (Learn More)	1 space per 1,000 square feet
Canvas and related products manufacture	Permitted	1 space per 1,000 square feet
Ceramic products manufacture	Permitted	1 space per 500 square feet
Clothing manufacture	Permitted	1 space per 500 square feet
Coffee roasting	CUP Required (Learn More)	
Coffin manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Cold storage plants/locker	Permitted	1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (temporary) ±	Permitted	1 space per 5,000 square feet of land
Cutlery, handtools and general hardware manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Dairy products manufacture	CUP Required (Learn More)	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Dyeing plant	CUP Required (Learn More)	1 space per 1,000 square feet
Electric lamp manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Enameling and painting	CUP Required (Learn More)	1 space per 1,000 square feet
Engraving plant	Permitted	1 space per 1,000 square feet
Envelope manufacture	Permitted	1 space per 1,000 square feet
Farm/garden machinery and equipment manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Feed manufacture	CUP Required (Learn More)	1 space per 500 square feet
Food processing ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Footwear manufacture	CUP Required (Learn More)	1 space per 500 square feet
Fixtures manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Furniture manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Heavy machinery sales and storage ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Ice cream/ice manufacture	Permitted	1 space per 1,000 square feet
Leather products manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Machinery manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Marble working and finishing	CUP Required (Learn More)	1 space per 1,000 square feet
Metal cans and shipping containers manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Metal products, stamping and manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Mirror resilvering	CUP Required (Learn More)	1 space per 200 square feet
Office equipment manufacture	Permitted	1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	C	
Paint manufacture and/or mixing	CUP Required (Learn More)	1 space per 1,000 square feet
Paper products and paper box manufacture	Permitted	1 space per 1,000 square feet
Pecan processing	CUP Required (Learn More)	1 space per 1,000 square feet
Petroleum distribution/storage ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Plastic products, molding, casting and shaping	Permitted	1 space per 1,000 square feet
Rug and carpet manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡	CUP Required (Learn More)	1 space per 1.5 employees, plus five per acre
Sign manufacturing (no outside storage)	CUP Required (Learn More)	1 space per 1,000 square feet
Sign manufacturing (with outside storage)	CUP Required (Learn More)	1 space per 1,000 square feet
Textile products manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Tire retreading and recapping	CUP Required (Learn More)	1 space per 1,000 square feet
Water distillation	Permitted	1 space per 1,000 square feet
Wood container manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Wood products manufacture	CUP Required (Learn More)	1 space per 1,000 square feet

); Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

Exhibit "E"
Rezoning Application



RECEIVED (KC)
04/29/2022

Revised: 4/13/2020
ZONING CASE #P22-115

APPLICATION FOR RE-ZONING
Community Development Department
Planning Division

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

Applicant

Name: BRYAN HARRISON Title: SR. PROJECT MANAGER
Mailing Address: 5858 WESTHEIMER, SUITE 150 City: HOUSTON State: TX
Zip: 77057 Contact: 713-882-3567
Phone: (713) 541-5070 Email: bharrison@kdwltd.com

Owner

Name: WELCOME LAND DEVELOPMENT, LLC - Ryan Wasaff Title: Development Director
Mailing Address: 5858 WESTHEIMER, SUITE 800 City: HOUSTON State: TX
Zip: 77057 Contact: rwasaff@welcomegroup.com
Phone: (713) 243-6875 Email: _____

Engineer/Surveyor (if applicable)

Name: PATRICK RUMMEL, P.E. Title: PROJECT MANAGER
Mailing Address: 11750 KATY FREEWAY, SUITE 300 City: HOUSTON State: TX
Zip: 77079 Contact: _____
Phone: (713) 541-3530 Fax: () Email: prummel@gundacorp.com

Description of Proposed Project: MEDICAL COMPLEX BUSINESS PARK

Physical Location of Property: 3 TRACTS AT SOUTHWEST CORNER OF MEDICAL
COMPLEX BLVD. AND S. CHERRY STREET

[General Location - approximate distance to nearest existing street corner]
Legal Description of Property: (TRACT 1) A PORTION 163 167A 171 & 171B TOMBALL OUTLOTS; (TRACT 2) TRS 175A-1
& 504A TOMBALL OUTLOTS; (TRACT 3) TRS 172A 175A 176A & 504B TOMBALL OUTLOTS
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: AG - AGRICULTURAL DISTRICT

Current Use of Property: VACANT

Proposed Zoning District: C - COMMERCIAL DISTRICT

Proposed Use of Property: BUSINESS PARK

HCAD Identification Number: (TRACT 1) 0352860002416 Acreage: (TRACT 1) 7.1364 ACRES
(TRACT 2) 0352860000412 (TRACT 2) 2.5043 ACRES
(TRACT 3) 0352860000172 (TRACT 3) 3.5879 ACRES
(TOTAL) 13.2286 ACRES

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

Submittal Requirements

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

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

- ☐ **Completed application form**
- ☐ ***Copy of Recorded/Final Plat**
- ☐ **Check for \$400.00 + \$10.00 per acre (Non-Refundable)** *CHECK \$ 470⁰⁰*
- ☐ **Letter stating reason for request and issues relating to request**
- ☐ **Conceptual Site Plan (if applicable)**
- ☐ **Metes & Bounds of property**
- ☐ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

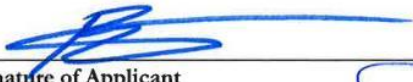
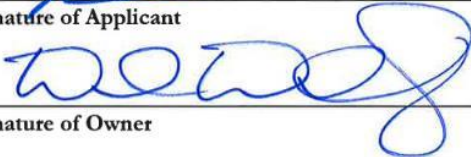
(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building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

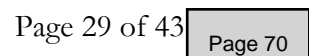
The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

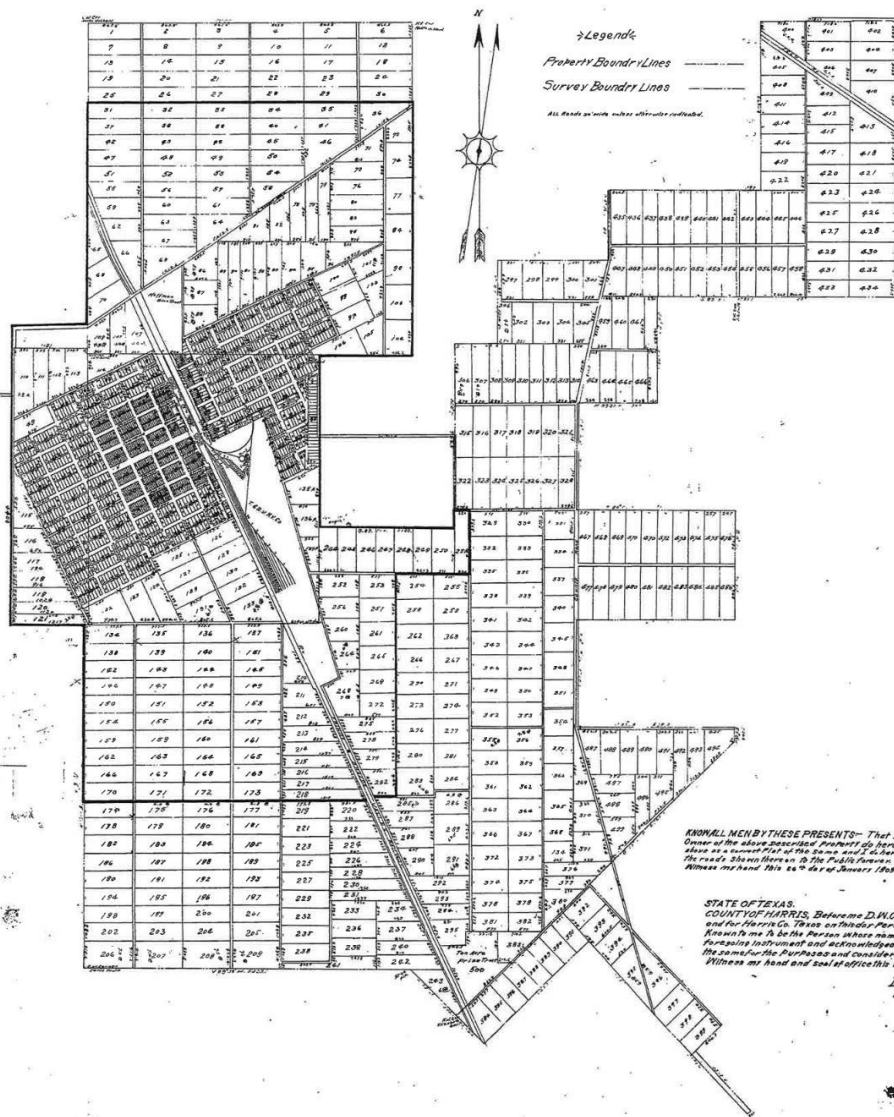
***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same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

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

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

<u>X</u>		<u>4/22/22</u>
	Signature of Applicant	Date
<u>X</u>		<u>4/25/22</u>
	Signature of Owner	Date





KNOW ALL MEN BY THESE PRESENTS: That I Wm. Malone, Owner of the above described property do hereby accept the above as a correct plat of the same and I do hereby certify the same to be true and correct as the same appears on the records of the Public Survey.

Witness my hand and seal of office this 14th day of January 1905.

Wm. Malone
Notary Public, Harris Co., Tex.

STATE OF TEXAS,
COUNTY OF HARRIS, Before me D.W. COOLEY a Notary Public in and for Harris Co., Texas on this 14th day of January 1905, personally appeared Wm. Malone 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 consideration therein expressed. Witness my hand and seal of office this 14th day of January 1905.

FIVE ACRE TRACTS TOM BALL TOWNSITE.

Dated Nov 15 1907.

ORIGINAL Scale 1" = 40' reduced to 1" = 80'

Garage & Driveway Ego.

48285.

Filed for record May 16, 1908 at 2:30 p.m. Recorded Aug 1908 at 5:00 p.m. Geo. Jones, County Clerk, and for Harris County, Texas.

By H. M. Morgan, Deputy

Request for Zone Change

Medical Complex Business Park, Tomball, TX, TX

Letter of Intent

April 11, 2022

Dear Members of the Planning and Zoning Commission and City Council,

Request:

We are submitting a request to rezone the property generally located at the southwest corner of the intersection of Medical Complex Drive and South Cherry Street. (See Vicinity Map for general location). The property under consideration encompasses three tracts. The request is to rezone the property from Agricultural zoning district (AG) to Commercial zoning district (C). The purpose of the rezoning is to allow the development of the property as a business park that will include offices and commercial uses with warehousing facilities, uses that are not permitted in an AG zoning district.

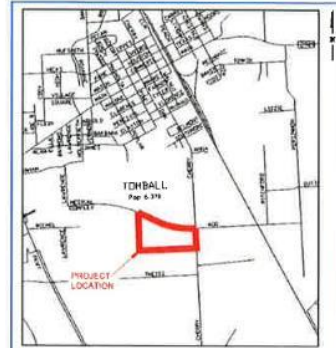
Zone Change Request Summary:

TRACT	HCAD NUMBER	CURRENT	PROPOSED
1	0352860002416	AG	C
2	0352860000412	AG	C
3	0352860000172	AG	C
4	1299580010001	LI	LI

Property Description:

The intent is to develop four tracts at this location in a unified manner, three of which (Tracts 1, 2, and 3) are currently zoned Agricultural zoning district (AG) and one (Tract 4) zoned Light Industrial zoning district (LI). The northern three tracts that are included in this zone change request that are currently zoned Agricultural zoning district are vacant. The southern tract that is not part of the zone change is zoned LI and is partially developed. The tracts front on Medical Complex Drive and South Cherry Street. This segment of Medical Complex Drive was constructed as a four-lane boulevard in 2016. The city's Throughfare Map designates Medical Complex Road as a Major Arterial and South Cherry as a Minor Arterial.

The tracts will be combined in the future to enable unified development of the four tracts. In preparation for a unified development, existing pipeline will be relocated and the well will be capped on Tract 1.



The area is in transition due to the growth in the region and proposed improvements to the roadways by the City and the County. With the expansion of Huffsmith – Kohrville Road by the County and Medical Complex Drive by the City, Medical Complex Blvd. will be a heavily travelled east-west corridor between Huffsmith – Kohrville Road and Business 249, in addition to West Main Street.

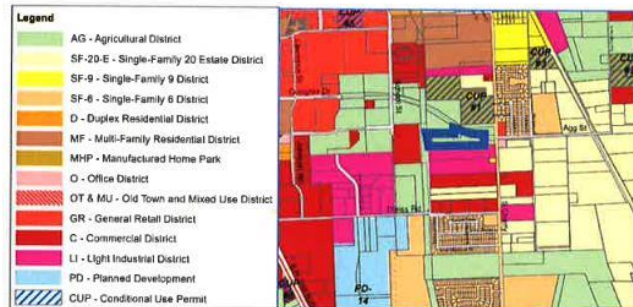
Surrounding Zoning and Uses:

	Zoning District	Uses
East	SF 20 -E - Single Family Estate, and O Office	South Cherry Street, office, and single family residential east of South Cherry Street
West	AG	Drainage channel (buffer), vacant
North	AG	Medical Complex Drive and vacant land.
South	LI	Industrial

Zoning:

Current Zoning – The property is zoned AG zoning district currently. Low density uses such as farming, ranching, and other similar agricultural uses and large single family lots are considered appropriate for the AG zoning district. This zoning is also appropriate for newly annexed land as a temporary holding zone until permanent zoning is approved. The AG zoning district is also appropriate for areas where utilities or city services are not readily available.

Proposed Zoning – C zoning district is intended for office, retail, commercial and service-related establishments, and some light manufacturing uses subject to certain conditions. The uses envisioned for the C Commercial zoning district will typically utilize smaller sites and have operation characteristics which are generally not compatible with residential uses and some nonresidential uses. C zoning district is generally intended for sites that have access to thoroughfares and collector streets.



Thoroughfare Designation:

The City's Thoroughfare Map designates Medical Complex Road as a Major Arterial and South Chery as a Minor Arterial. The primary function of arterials is to provide a high degree of vehicular mobility through effective street design. Generally, the higher the classification of a street (Major Arterial being the highest), the greater the volumes, length of trips and the fewer

the access points. Arterials typically connect activity centers within the city to interstate and other regional roads.



Comprehensive Plan Future Land Use Map (FLUP) Recommendations:

The FLUP recommends Neighborhood Commercial (NC) future land use category for the area. This land use category is considered compatible to residential use and encourages commercial uses to be developed with the appropriate context, scale and design to compliment residential development. These areas are intended to be accessible by both vehicles and pedestrians. The requested C zoning district is not considered to be a suitable zoning district for the NC future land use category, and O: Office, GR: General Retail, PD: Planned Development are considered more appropriate.

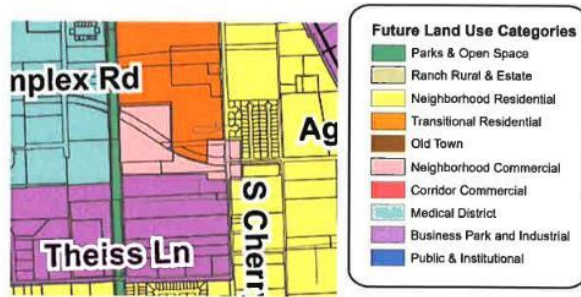
The Comprehensive Plan also states that the Future Land Use Plan... "however, is also intended to be a guide and is subject to modification over time-based upon new or changing information and circumstances."

With the development of Medical Complex Blvd. as a Major Arterial, the location of the parcel adjacent to industrial zoning districts, and lack of any residential areas immediately adjacent to the parcel that would encourage walkable environments, the designation of Neighborhood Commercial (NC) category does not appear to be appropriate for this location.

The designation of Corridor Commercial is more appropriate for this parcel as it meets the intent as stated in the Comprehensive Plan – "...intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. The land uses are typically comprised of varying lot sizes and intensities predominantly serving the automobile. While these areas will always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations and to create a pleasing environment which leaves a lasting impression on residents and passers-by."

The designation of Corridor Commercial future land use category would encourage the most economic and functional use of this highly accessible corner located at the intersection of two arterials. It would also provide an appropriate transition between the Business Park and Industrial future land use category to the south and the Medical Center Drive to the north.

The Comprehensive Plan considers C zoning district as being compatible with the Corridor Commercial future land use category. Due to lack of any residential uses around, the uses permitted in the C zoning district would not have an adverse impact on the surroundings.



Summary:

In summary, we believe that the requested zone change would be appropriate for the following reasons:

1. Due to its location at the intersection of a Major Arterial and Minor Arterial street and ease of vehicular access, the parcel is suitable for more intense developments than those envisioned in the Neighborhood Commercial(NC) future land use category .
2. The current Neighborhood Commercial land use category designation is considered appropriate for uses that provide services to surrounding residential, that people can walk or bike to. Due to lack of residential neighborhoods immediately abutting the parcels and separation of neighborhoods in the vicinity by two arterials, Neighborhood Commercial land use category designation is not appropriate for this parcel. Corridor Commercial land use category designation is better suited.
3. The character of this area is undergoing transition due to the proposed improvements to the roadways by the City and the County (Huffsmith – Kohrville Road). Medical Complex Blvd. will be a heavily travelled east-west corridor between Huffsmith – Kohrville Road and Business 249 and will not be conducive for neighborhood commercial development. The uses permitted in a C zone will be better suited to this site.
4. The rezoning to C zoning district would be in conformance with the Comprehensive Plan that states that the C zoning district is generally intended for sites that have access to thoroughfares and collector streets.
5. The current zoning of AG is appropriate for newly annexed land as a temporary holding zone until permanent zoning is approved. The AG zoning district is also considered appropriate for areas where utilities or city services are not readily available. With adequate utilities and infrastructure available to the parcel, the requested C zone will provide an opportunity for maximum utilization of the parcel. The designation of C zone would encourage the most economic and functional use of this highly accessible corner located at the intersection of two arterials.
6. The rezoning will not have any adverse impact on surrounding uses since the abutting parcels do not contain any single family residential or similar uses. The rezoning will provide an appropriate buffer between the industrial zoning to the south and the Medical Center Drive to the north.

TRACT 1

FIELD NOTE DESCRIPTION OF 3.5879 ACRES (156,290 SQUARE FEET) OF LAND OUT OF THAT CERTAIN CALLED 7.56 ACRE TRACT RECORDED UNDER H.C.C.F. NO. 20120271296 AND BEING A PORTION OF OUTLOTS 172, 175 AND 176 OF TOMBALL TOWNSITE, AS RECORDED IN VOLUME 2, PAGE 65 H.C.M.R. AND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS SAID 3.5879 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

BEGINNING at a 1-inch iron pipe found at the West right-of-way line of South Cherry Street (80 feet wide) for the Northeast corner of Lot 1, Block 1 of Devasco International Subd., as recorded in Film Code No. 615009 H.C.M.R., said iron rod also marks the Southeast corner of said called 7.56 acre tract and the herein described tract;

THENCE, South 87°28'49" West, along the North line of said Lot 1, Block 1 Devasco International Subd., a distance of 951.83 feet to a 5/8 inch iron rod found for the Southeast corner of that certain called 2.500 acre tract recorded under H.C.C.F. No. 20130397880, said iron rod also marks the Southwest corner of said called 7.56 acre tract and the herein described tract;

THENCE, North 02°21'26" West, along the East line of said called 2.500 acre tract, a distance of 188.18 feet to a 5/8 inch iron rod with cap found in the South line of that certain called 15.541 acre tract recorded under H.C.C.F. No. P124644 for the Westerly most Northwest corner of the herein described tract;

THENCE, North 87°29'33" East, along the South line of said called 15.541 acre tract, a distance of 199.17 feet to a 1-inch pinch pipe found for the Southeast corner of said called 15.541 acre tract and the common corner of Outlots 171, 172, 175 and 176 of said Tomball Townsite, said pinch pipe also marks an interior corner for the herein described tract;

THENCE, North 02°39'54" West, along the common line between said called 7.56 acre tract and said called 15.541 acre tract, a distance of 134.16 feet to a point in the Southeast right-of-way line of Medical Complex Drive (120 feet wide), as recorded under H.C.C.F. No. 20150107119 for the Northwest corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears N 82°17' E, 0.36 feet, said point falling in the arc of a non-tangent curve to the Left;

THENCE, in a Southeasterly direction, along the Southeast right-of-way line of Medical Complex Drive, with said curve to the Left, having a central angle of 28°35'35", a radius of 1560.00, an arc length of 778.51 feet and a chord bearing and distance of S 73°19'34" E, 770.45 feet to a 5/8 inch iron rod with cap found marking the Westerly cutback corner at the intersection of East right-of-way line said South Cherry Street, said iron rod also marks the Northerly most Northeast corner of the herein described tract;

THENCE, South 45°17'46" East, along said cutback line, a distance of 36.70 feet to a 5/8 inch iron rod with cap found marking the Easterly cutback corner at the intersection of East right-of-way line said South Cherry Street and the South right-of-way line of Medical Complex Drive, said iron rod also marks the Easterly most Northeast corner of the herein described tract;

THENCE, South 02°24'16" East, along the East right-of-way line of South Cherry Street, a distance of 42.07 feet to the POINT OF BEGINNING and containing 3.5879 acres (156,290 square feet) of land, more or less.

CENTURY ENGINEERING, INC.

Dated this 13th day of October, 2021


Michael A. Zumsteg
Registered Professional Land Surveyor No. 5127



CEI JOB NO. 21089-00.00
(QW25) 21089C.T

FIELD NOTE DESCRIPTION OF 7.1364 ACRES (310,860 SQUARE FEET) OF LAND OUT OF THAT CERTAIN CALLED 15.541 ACRE TRACT RECORDED UNDER H.C.C.F. NO. P124644 AND BEING A PORTION OF OUTLOTS 163, 167 AND 171 OF TOMBALL TOWNSITE, AS RECORDED IN VOLUME 2, PAGE 65 H.C.M.R. AND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS SAID 7.1364 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

BEGINNING at a point in the East right-of-way line of a 30.00 foot road (unimproved), as shown on said Plat of Tomball Townsite for the common West corner of said Outlots 171 and 175, said point also marks the Southwest corner of said called 15.541 acre tract and the herein described tract, from which a found 1-inch iron pipe bears, N 65°31' E, 1.39 feet;

THENCE, North 02°32'23" West, along the East right-of-way line of said 30.00 foot road, being common with the West line of said Outlots 163, 167 and 171, a distance of 643.20 feet to a 5/8 inch iron rod with cap set in the Southeast right-of-way line of Medical Complex Drive (120 feet wide), as recorded under H.C.C.F. No. 20130059562 for the Northwest corner of the herein described tract, said iron rod falling in the arc of a non-tangent curve to the Right;

THENCE, in a Southeasterly direction, along the Southeast right-of-way line of Medical Complex Drive, with said curve to the Right, having a central angle of 07°25'11", a radius of 2940.00, an arc length of 380.73 feet and a chord bearing and distance of S 61°30'58" E, 380.46 feet to a 5/8 inch iron rod with cap set for the Point of Tangency;

THENCE, South 57°48'23" East, continuing along the Southeast right-of-way line of Medical Complex Drive, a distance of 517.25 feet to a 5/8 inch iron rod with cap set for the Point of Curvature of a curve to the Left;

THENCE, in a Southeasterly direction, continuing along the Southeast right-of-way line of Medical Complex Drive, with said curve to the Left, having a central angle of 01°13'24", a radius of 1560.00, an arc length of 33.31 feet and a chord bearing and distance of S 58°25'05" E, 33.31 feet to a point in the East line of said called 15.541 acre tract and said Outlot 171 for the Northeasterly corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, N 82°17' E, 0.36 feet;

THENCE, South 02°39'54" East, along the East line of said called 15.541 acre tract, a distance of 134.16 feet to a 1-inch pinch pipe found for the Southeast corner of said called 15.541 acre tract and the common corner of Outlots 171, 172, 175 and 176 of said Tomball Site, said pinch pipe also marks the Southeast corner for the herein described tract;

THENCE, South 87°29'33" West, along the South line of said called 15.541 acre tract, at 199.17 feet pass a 5/8 inch iron rod with cap found marking the common North corner of s called 7.56 acre tract recorded under H.C.C.F. No. 20120271296 and a called 2.500 acre tract recorded under H.C.C.F. No. 20130397880 and continuing a total distance of 778.98 feet to the POINT OF BEGINNING and containing 7.1364 acres (310,860 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 13th day of October, 2021


Michael A. Zumsteg
Registered Professional Land Surveyor No. 5127



CEI JOB NO. 21089-00.00
(QW25) 21089E.T

TRACT 2

FIELD NOTE DESCRIPTION OF 2.5043 ACRES (109,087 SQUARE FEET) OF LAND BEING ALL OF THAT CERTAIN CALLED 2.500 ACRE TRACT RECORDED UNDER H.C.C.F. NO. P124644 AND BEING A PORTION OF OUTLOT 175 OF TOMBALL TOWN SITE, AS RECORDED IN VOLUME 2, PAGE 65 H.C.M.R. AND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS SAID 2.5043 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

COMMENCING at a 1-inch iron pipe found at the West right-of-way line of South Cherry Street (80 feet wide) for the Northeast corner of Lot 1, Block 1 of Devasco International Subd., as recorded in Film Code No. 615009 H.C.M.R., said iron rod also marks the Southeast corner of that certain called 7.56 acre tract recorded under H.C.C.F. No. 20120271296;

THENCE, South 87°28'49" West, along the North line of said Lot 1, Block 1 Devasco International Subd., a distance of 951.83 feet to a 5/8 inch iron rod found for the Southwest corner of said called 7.56 acre tract, said iron rod also marks the Southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 87°28'49" West, continuing along the North line of said Lot 1, Block 1 Devasco International Subd., a distance of 579.21 feet to a point in the West line of said Outlot 175 for the Northwest corner of said Lot 1, Block 1 of Devasco International and the Southwest corner of the herein described tract, from which a found 3/4 inch iron pipe bears, N 76°26' E, 1.4 feet;

THENCE, North 02°32'23" West, along the West line of said called 2.500 acre tract, a distance of 188.30 feet to a point for the common West corner of Outlots 171 and 175, the Southwest corner of that certain called 15.541 acre tract recorded under H.C.C.F. No. P124644, said point also marks the Northwest corner of said called 2.500 acre tract and the herein described tract, from which a found 1-inch iron pipe bears N 65°31' E, 1.39 feet;

THENCE, North 87°29'33" East, along the South line of said called 15.541 acre tract, a distance of 579.81 feet to a 5/8 inch iron rod with cap found for the Northwest corner of said called 7.56 acre tract, Northeast corner of said called 2.500 acre tract and the herein described tract;

THENCE, South 02°21'26" East, along the common line between said called 7.56 acre tract and said called 2.500 acre tract, a distance of 188.18 feet to the POINT OF BEGINNING and containing 2.5043 acres (109,087 square feet) of land, more or less.

CENTURY ENGINEERING, INC.

Dated this 13th day of October, 2021

Michael A. Zumsteg

Michael A. Zumsteg

Registered Professional Land Surveyor No. 5127

CEI JOB NO. 21089-00.00

(QW25) 21089D.T



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



2021 Property Tax Statement
Web Statement

Statement Date:	April 26, 2022
Account Number	035-286-000-2416

Additional city sales tax reduced your city ad valorem tax by: \$737.53



MARSHALL JACQUELYN D
16007 STABLEPOINT LN
CYPRESS TX 77429-3959

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	402,108	0.376930	\$1,515.67
Harris County Flood Control Dist	0	402,108	0.033490	\$134.67
Port of Houston Authority	0	402,108	0.008720	\$35.06
Harris County Hospital District	0	402,108	0.162210	\$652.26
Harris County Dept. of Education	0	402,108	0.004990	\$20.07
Lone Star College System	0	402,108	0.107800	\$433.47
City of Tomball	0	402,108	0.333339	\$1,340.38
Emergency Service Dist #8 (EMS)	0	402,108	0.094245	\$378.97

Property Description	
MEDICAL COMPLEX DR 77375 TRS 163A 167A 171 & 171B (ABANDONED PT OF MICHEL RD) TOMBALL OUTLOTS 6.1541 AC	

Appraised Values	
Land - Market Value	402,108
Impr - Market Value	0
Total Market Value	402,108
Less Capped Mkt Value	0
Appraised Value	402,108

Exemptions/Deferrals	

Page: 1 of 1

Total 2021 Taxes Due By January 31, 2022:	\$4,510.55
Payments Applied To 2021 Taxes	\$4,510.55
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For April 2022	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2022	7%	\$0.00	\$0.00	\$0.00
By March 31, 2022	9%	\$0.00	\$0.00	\$0.00
By April 30, 2022	11%	\$0.00	\$0.00	\$0.00
By May 31, 2022	13%	\$0.00	\$0.00	\$0.00
By June 30, 2022	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2016 to 2021: Appraised Value 0%, Taxable Value 0%, Tax Rate -5%, Tax Bill -5%.

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



PAYMENT COUPON

MARSHALL JACQUELYN D
16007 STABLEPOINT LN
CYPRESS TX 77429-3959

Make check payable to:


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

Account Number	035-286-000-2416
Amount Enclosed	
\$	





Web Statement - Date Printed: 04-26-2022

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

03528600024167 2021 0000000000 0000000000 0000000000 0000000000

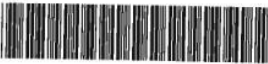
 TAX SERVICES PO Box 276 Tomball, TX 77377-0276 KRISTI WILLIAMS - TAX ASSESSOR-COLLECTOR PHONE: (281)357-3100	2021+ Tax Statement Property Account Number: 0352860002416																									
Statement Date: 04/26/2022 Owner: MARSHALL JACQUELYN D Mailing Address: 16007 STABLEPOINT LN CYPRESS TX 77429-3959	Property Location: 0000000 MEDICAL COMPLEX DR Acres: 6.1541 Legal Description: TRS 163A 167A 171 & 171B (ABANDONED PT OF MICHEL RD) TOMBALL OUTLOTS																									
Exemptions:																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">LAND VALUE</td> <td style="width: 20%;">APPRaised VALUE</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>402,108</td> <td>402,108</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		LAND VALUE	APPRaised VALUE					402,108	402,108																	
LAND VALUE	APPRaised VALUE																									
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				Total Amount Due																						
				0.00																						

↓ Detach ↓
Return With Payment

Visit our website for online credit card or E-check payments.
<https://tomballisd.propertytaxpayments.net/MyTaxSearch.aspx>
 Payment by phone is available at 1-877-690-3729
 Jurisdiction Code 6322

2021 +Tax Statement 04/26/2022	<table style="width: 100%;"> <tr> <td style="text-align: right;">Property Account Number</td> <td>0352860002416</td> </tr> <tr> <td style="text-align: right;">Total Amount Due</td> <td>\$0.00</td> </tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;"><u>IF PAID IN</u></th> <th style="text-align: right;"><u>AMOUNT DUE</u></th> </tr> <tr><td>MAY</td><td style="text-align: right;">0.00</td></tr> <tr><td>JUN</td><td style="text-align: right;">0.00</td></tr> <tr><td>JUL</td><td style="text-align: right;">0.00</td></tr> <tr><td>AUG</td><td style="text-align: right;">0.00</td></tr> <tr><td>SEP</td><td style="text-align: right;">0.00</td></tr> <tr><td></td><td style="text-align: right;">0.00</td></tr> </table> <table style="width: 100%;"> <tr> <td style="text-align: right;">Remit To:</td> <td></td> </tr> <tr> <td style="text-align: right;">Tomball ISD</td> <td></td> </tr> <tr> <td style="text-align: right;">PO Box 276 -</td> <td></td> </tr> <tr> <td style="text-align: right;">Tomball, TX 77377-0276</td> <td></td> </tr> </table>	Property Account Number	0352860002416	Total Amount Due	\$0.00	<u>IF PAID IN</u>	<u>AMOUNT DUE</u>	MAY	0.00	JUN	0.00	JUL	0.00	AUG	0.00	SEP	0.00		0.00	Remit To:		Tomball ISD		PO Box 276 -		Tomball, TX 77377-0276	
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MARSHALL JACQUELYN D
 16007 STABLEPOINT LN
 CYPRESS TX 77429-3959

2021 00000063726 000000000000 000000000000 000000000000 000000000000 C 001

1 SCHEMATIC SITE PLAN
 SIZE: 1/8" = 1'-0"



BUILDING SF CALCULATION	
FLEX BUILDING 1 SF	68,400 SF
INDUSTRIAL BUILDING 3 SF	38,600 SF
INDUSTRIAL BUILDING 2 SF	34,800 SF
TOTAL BUILDING SF	141,800 SF

CAMBUS PARKING SPACE REQUIREMENTS	
GLS	1
BLD 1 SF / 250 SF TOTAL SF	275
BLD 2 SF / 250 SF TOTAL SF	142
BLD 3 SF / 250 SF TOTAL SF	153
TOTAL REQUIRED PARKING SPACES	570
TOTAL AVAILABLE SPACES	570
ADDITIONAL PARKING SPACES	0



These drawings are not to be used for construction without the approval of the owner. Any use of these drawings for construction without the approval of the owner is strictly prohibited. The owner is responsible for obtaining all necessary permits and approvals for the project. The owner is also responsible for providing all necessary information for the project.

"CLIENT LOGO HERE"

MEDICAL COMPLEX BUSINESS PARK
 TOMBALL, TEXAS

PROJECT NO.
 SHEET NO.
 DATE

FOR REVIEW ONLY NOT
 FOR CONSTRUCTION

PROJECT NO.
 SHEET NO.
 DATE
SD4.3
 SCHEMATIC SITE PLAN

1



Simon Powney - Architectural Illustrations
Tel. 832 434 9878 BlackDogRenderings.com

Review Version

Medical Complex Business Park
W WELCOME
GROUP

2



Simon Powney - Architectural Illustrations
Tel. 832 434 9878 BlackDogRenderings.com

Review Version

Medical Complex Business Park
W WELCOME
GROUP

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Adopt, on First Reading, Ordinance No. 2022-16, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Allow an "Accessory Residence" within the General Retail (GR) Zoning District at 817 East Main Street; said Property being approximately 0.78 Acres, being a Portion of the Jesse Pruitt Survey, Abstract Number 629 (Legally described in Exhibit "A). Located within the 700-800 Blocks of East Main Street (North Side); Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability

Background:

The public hearing was held on July 18, 2022, as posted.

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (2-1)

Origination: Michael Seitz

Recommendation:

Adopt Ordinance No. 2022-16 on First Reading.

Party(ies) responsible for placing this item on agenda: Jared Smith, City Planner

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>Jared Smith</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO ALLOW AN “ACCESSORY RESIDENCE” WITHIN THE GENERAL RETAIL (GR) ZONING DISTRICT AT 817 EAST MAIN STREET; SAID PROPERTY BEING APPROXIMATELY 0.78 ACRES, BEING A PORTION OF THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 629 (LEGALLY DESCRIBED IN EXHIBIT “A”). LOCATED WITHIN THE 700-800 BLOCKS OF EAST MAIN STREET (NORTH SIDE); CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, Michael Seitz requested a CUP to allow an “accessory residence” on approximately 0.78 acres of land legally described as being a portion of the Jesse Pruitt Survey, Abstract Number 629, generally located within the 700-800 blocks of East Main Street (north side), in the City of Tomball, Harris County, Texas, (the “Property”), and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested CUP; and

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

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

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

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

Section 2. A CUP to allow an “accessory residence” at the Property and subject to the terms and conditions set forth below is hereby granted to Michael Seitz.

Section 3. The Official Zoning District Map of the City shall be revised and amended to show the CUP authorized for the Property, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the CUP authorized.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereof unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

Section 6. The CUP is subject to the following additional limitations, restrictions and conditions:

- 1) The site shall be developed and operated in substantial compliance with Exhibit “B”;
- 2) All outdoor storage of equipment and material must be screened from residential zoning districts and street right-of-ways by an opaque fence and/or wall with a minimum height of six feet. Said screening may be made of wood, metal, vegetation, or a combination thereof.
- 3) Accessory residence must remain subordinate to the principal land use and shall be no greater than 25% of the square footage for the existing principal building.
- 4) Accessory residence shall be limited to no more than one (1) story in height.

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

Section 8. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of 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.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

EXHIBIT "A"
Legal Description

A tract or parcel of land containing 0.776 of an acre, more or less, located in the Jesse Pruitt Survey, Abstract Number 629, in HARRIS County, Texas, being out of and a portion of the T. L. Jones' 28.5038 acres of land, and being the same tract of land described by deed from Volney Hutchins to Thomas L. Jones, et ux., dated January 19, 1942, recorded in Volume 1233, Page 482 of the Deed Records of HARRIS County, Texas, the said 0.776 acre tract being more particularly described by metes and bounds as follows:

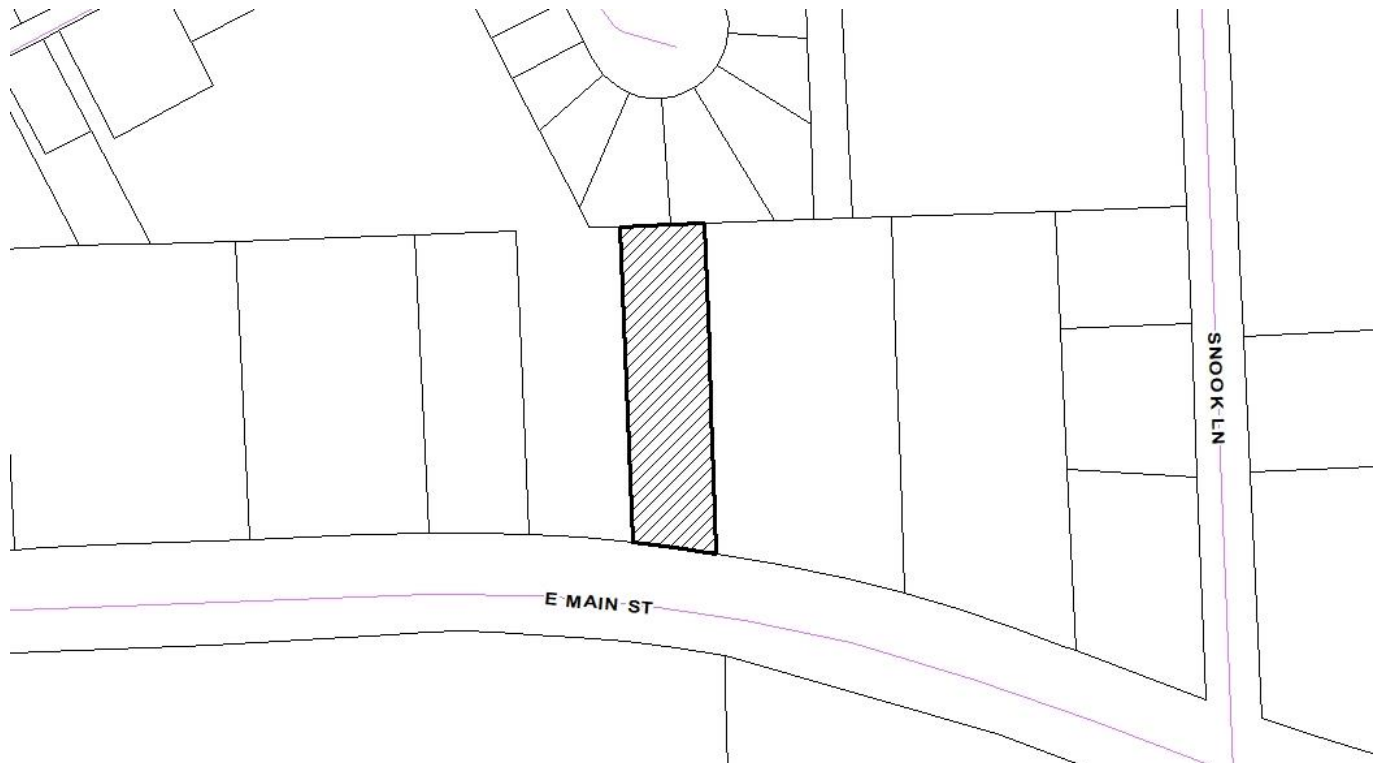
BEGINNING at a 5/8-inch iron rod marking the northeast corner of said 28.5038 acre tract, same being located 594.7 feet west of the southeast corner of the Ralph Hubbard Survey, and same being located in the most southerly north line of the Jesse Pruitt Survey;

THENCE South, a distance of 367.49 feet to a 5/8-inch iron rod located in the north right-of-way line of Waller-Tomball Road, and being the east line of this tract;

THENCE Westerly, a distance of 96.15 feet, along a curve in the said road, to a 5/8-inch iron rod, said curve having an angle of 22 degrees, a distance of 52 feet, a deflection of 3 degrees, and a radius of 1909.86 feet;

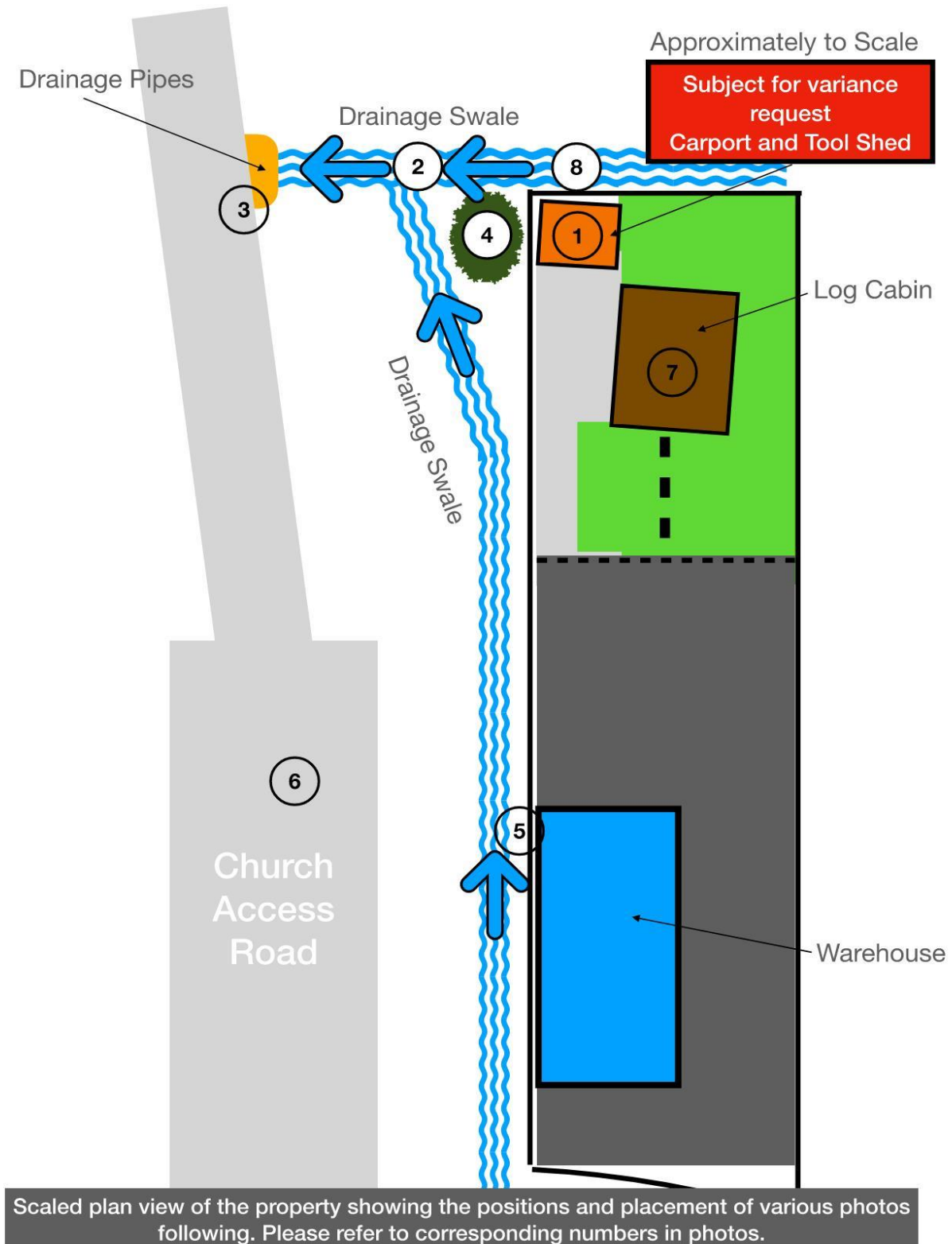
THENCE North, along a line parallel and 95.0 feet West of the east line of this tract, a distance of 351.15 feet to a 5/8-inch iron rod set in the north line of the said 28.0538 acre tract;

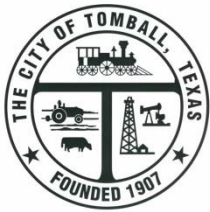
THENCE East, a distance of 95.00 feet to the PLACE OF BEGINNING and containing 0.776 of an acre of land, more or less.



Location: 700-800 blocks of E Main Street (817 E. Main Street)

Exhibit “B” Concept Plan





Notice of Public Hearing

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

CASE NUMBER: P22-205

APPLICANT/OWNER: Michael Seitz

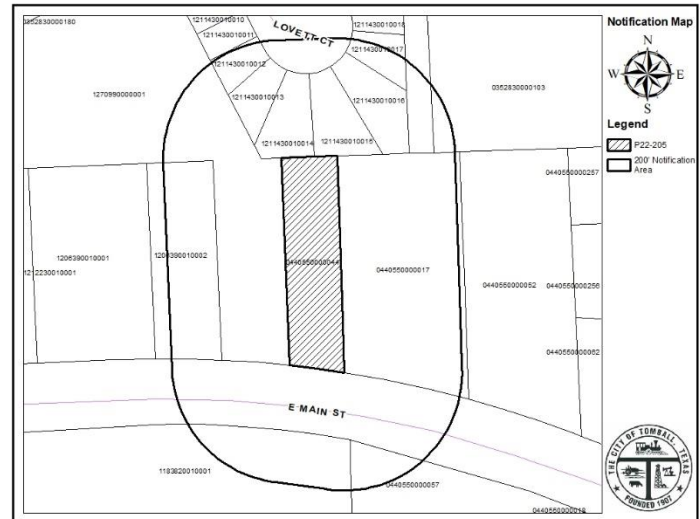
LOCATION: Located at 817 E. Main Street, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Conditional Use Permit to allow residential use within General Retail (GR) zoning. The property is legally described as approximately 0.78 acres, being a portion of the Jesse Pruitt Survey, Abstract Number 629.

CONTACT: Jared Smith, City Planner

PHONE: (281) 290-1491

E-MAIL: jasmith@tomballtx.gov



**Planning & Zoning Commission
Public Hearing:
Monday, July 11, 2022 6:00 PM**

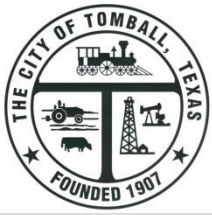
**City Council Public Hearing:
*Monday, July 18, 2022 6:00 PM**

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

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

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

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

_____ I am **FOR** the requested Conditional Use Permit as explained on the attached public notice for **Zoning Case P22-205. (Please state reasons below)**

_____ I am **AGAINST** the requested Conditional Use Permit as explained on the attached public notice for **Zoning Case P22-205. (Please state reasons below)**

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

Monday, July 11, 2022 @ 6:00 PM

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

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

Monday, July 18, 2022 @ 6:00 PM

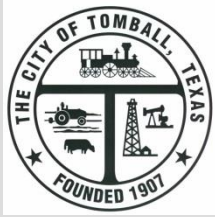
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

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

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: July 11, 2022
City Council Public Hearing Date: July 18, 2022

Rezoning Case: P22-205
Property Owner(s): Michael Seitz
Applicant(s): Michael Seitz
Legal Description: 0.78 acres out of the Jesse Pruitt Survey, Abstract Number 629
Location: 817 E. Main Street (Exhibit “A”)
Area: 0.78 acres
Comp Plan Designation: Neighborhood Commercial (Exhibit “B”)
Present Zoning and Use: General Retail (GR) / legally nonconforming residence, and tool/machinery rental facility (Exhibit “D”)
Proposed Use(s): *Single Family Residential* (Exhibit “D”)
Request: Conditional Use Permit (CUP) to bring the existing residence into legal conformity.
Adjacent Zoning & Land Uses:
North: Single-Family 6 / Single-family residences
South: Planned Development (PD#7) / School
West: General Retail / Private Drive & Office
East: General Retail / Vacant Building

BACKGROUND

The subject property has been located within the city limits since at least 1978. The existing warehouse that is located on the property appears in aerial imagery as early as 1978. Prior to the current occupant, this warehouse was most recently occupied by a manufacturing use (Strackbein Machine Company). Sometime between 1995 and 2006 a log cabin was placed in the rear of the subject property and occupied as a residence. These manufacturing and residential land uses became legally non-conforming when the City of Tomball adopted zoning in 2008. In 2021, the current owner purchased the property to operate a tool & machinery rental company with the intention of occupying the existing log cabin as a residence.

Per Section 50-31(a.2) in the City of Tomball’s code of ordinance, “a nonconforming use of a building may be changed to another nonconforming use of the same or more restrictive zoning classification, provided no structural alterations are made. In the event that a nonconforming use of a building is changed to a nonconforming use of a higher or more restrictive zoning

classification, it shall not later be reverted to use in the former or less restrictive zoning classification.” City staff believes that the changing of the existing warehouse building use from manufacturing to tool & machinery rental meets the intent and criteria of Section 50-31 by changing one legally nonconforming use to a nonconforming use of less intensity. However, the applicant is only seeking a Conditional Use Permit to bring the residential log cabin into legal conformity to lawfully allow additions/alterations to the existing cabin, as well as to be allowed the ability to construct residential accessory structure(s) (i.e. carport, storage building, and patio covers).

This year (2022) the owner of the property constructed a carport, patio cover, and placed a freight container as accessory structures to this residence without obtaining building permits. These new accessory structures do not meet the required building setback standards, and will ultimately require variance approvals by the Board of Adjustments in order to remain. The Board of Adjustments is not authorized to grant variances to expand legal non-conforming uses, and thus the applicant is seeking to obtain legally conforming status for the residence with the requested CUP in order to apply for variance approvals for these structures. The information pertaining to these variances is to provide background to the request and should not have any bearing on the requested CUP.

ANALYSIS

According to Section 50-81 (f) of Chapter 50 (Zoning), when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

- 1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;**

The property is designated as Neighborhood Commercial by the Comprehensive Plan Future Land Use Map. This category is intended for “commercial uses that are developed with the appropriate context, scale and design to compliment residential development”. Appropriate land uses include “restaurants, retail, professional services, clinics, and offices” and compatible zoning districts include Office, General Retail, and Planned Developments. The request is to bring the legally nonconforming residential use into legal conformity, although this land use is not specifically defined in the intent of the Neighborhood Residential land use category it is an existing use that has occupied the property since the 1990s. Further, the city staff believes that allowing this use to lawfully occupy the site would not be detrimental to surrounding properties.

- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;**

According to the Zoning Ordinance, “a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through the imposition of certain standards and conditions.”

The property has been zoned General Retail, since the inception of zoning in 2008. Surrounding properties are zoned Single-Family 6 to the north, General Retail to the east and west, and Planned Development (PD#4) located on the south side of East Main Street. According to Section 50-76 (General Retail District), the “General Retail District is established to provide areas for local neighborhood shopping and service facilities”. This would suggest that such zoning districts should be located in close proximity to neighborhoods and residential land uses. Therefore, the allowance of accessory residential land use in this zoning classification would appear consistent with this intent.

3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;

No, because this cabin predates current zoning standards it does not appear to meet the minimum 60-foot rear building setback ordinarily applicable where General Retail backs up to residential zoning districts. Furthermore, as previously stated within the “Background” section of this report, new residential accessory structures have been erected on the site which do not meet the required building setback standards. These structures will ultimately require variance approvals by the Board of Adjustments in order to remain.

Should the CUP application be approved by City Council, and necessary variances granted by the Board of Adjustments the applicant will be required to submit site and building plan applications and supporting documents to the City of Tomball for review and approval illustrating any additions/alterations to the existing cabin and/or construction/placement of accessory structures.

4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts;

The residential use of the existing log cabin on this subject site predates current zoning ordinances, and is a legally non-conforming use at this time. City staff believes that the continued use of this log cabin for residential purposes would not adversely impact the character and integrity of adjacent developments. The use of the northern portion of this site for residential purposes may serve as an effective transitional land use buffer between the commercial aspect of the property and the single family residential homes immediately north of the property.

5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

Staff does not anticipate any adverse effects on surrounding properties.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal and a Notice of Public Hearing was published in the paper on June 29, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P22-205 with the following condition(s):

- All outdoor storage of equipment and material must be screened from residential zoning districts and street right-of-ways by an opaque fence and/or wall with a minimum height of six feet. Said screening may be made of wood, metal, vegetation, or a combination thereof.
- Accessory residence must remain subordinate to the principal land use and shall be no greater than 25% of the square footage for the existing principal building.
- Accessory residence shall be limited to no more than one (1) story in height.

P&Z RECOMMENDATION

Approval (2 Vote Aye, 1 Vote Nay):

- Discussion items:
 - Does the approval of the CUP grant approval of the carport, storage container locations?
 - Will the applicant need to obtain building permits for the carport, and storage container?

EXHIBITS

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

Exhibit "A"
Aerial Map



Exhibit "B" Zoning Map

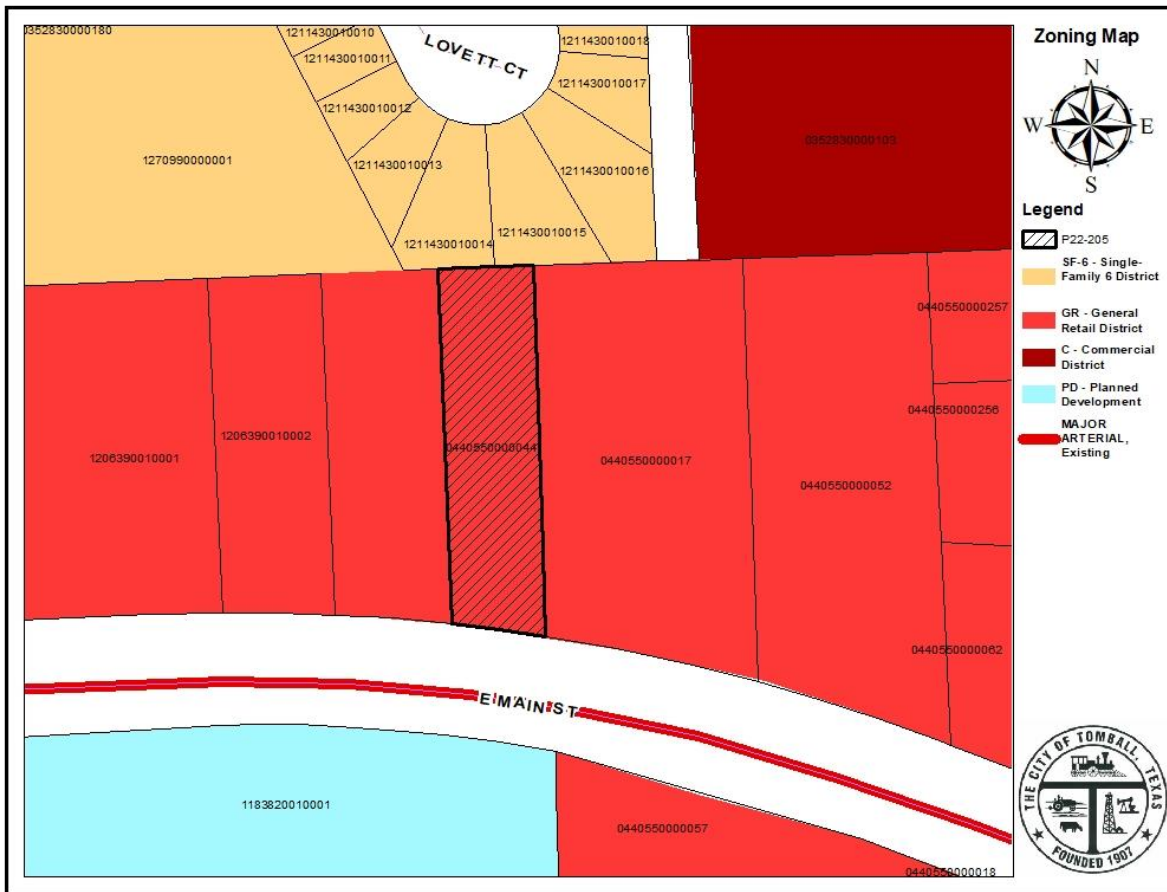
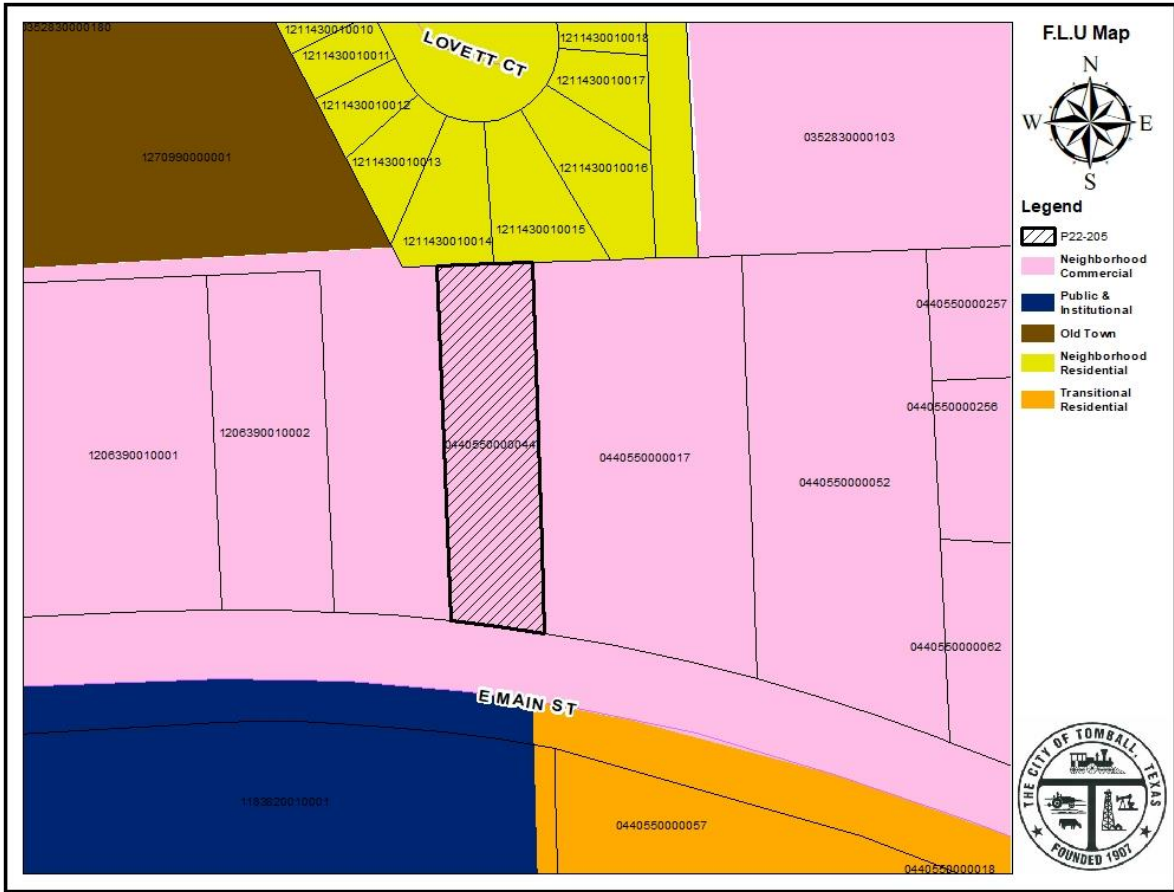


Exhibit "C"
Future Land Use Map



**Exhibit “D”
Site Photo**





Exhibit "E"
CUP Application



RECEIVED (KC)
06/13/2022

Revised 5/19/15
ZONING CASE P22-205
\$600 PD

**APPLICATION FOR
CONDITIONAL USE PERMIT**
Community Development Department
Planning Division

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of Section 50-34 of the Code of Ordinances.

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

Applicant

Name: Michael W. Seitz Title: _____
Mailing Address: 817 E Main St City: Tomball State: TX
Zip: 77375
Phone: (832) 212 0963 Fax: (____) _____ Email: Dr.michael.seitz@bluesky-global.com

Owner

Name: BlueSky Global LLC Title: _____
Mailing Address: AS ABOVE City: _____ State: _____
Zip: _____
Phone: (____) AS ABOVE Fax: (____) _____ Email: AS ABOVE

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Request for continued use a personal residence

Physical Location of Property: East Main St & Tom Keating Dr
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: J. Pruitt, A-629
[Survey/Abstract No. and Tracts, or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1118610000071 Acreage: 7,800SF

Current Use of Property: Residential

Proposed Use of Property: Residential

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

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

X 
Signature of Applicant

May 27, 2022

Date

X
Signature of Owner

Date

From: noreply@tomballtx.gov
To: [Kimberly Chandler](#)
Subject: Receipt #R01319741
Date: Monday, June 13, 2022 1:27:12 PM

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

DATE : 6/8/2022 4:16 PM
OPER : JC
TKBY : Juanita Cherety
TERM : 5
REC# : R01319741
130.0000 PLANNING AND ZONING
MICHAEL ASITC-BLUE SKY GLOBAL 600.00

Paid By:MICHAEL ASITC-BLUE SKY GLOBAL
2-CK 600.00 REF:W 100



City of Tomball
510 James Street
Tomball, TX
77375
281-290-1405

31 May, 2022

To whom it may concern,

Application for conditional use permit

I am writing with a request for a permit for the continued use of the rear half of the property, zoned for General Retail Use for residential purposes (Conditional Use Permit). This request is based on my current use of the existing property as my personal home. The log cabin, which was built in 1999, was initially determined habitable during an informal visit by a city official prior to my purchase of the property. Subsequent to the purchase, I remodeled the interior of the cabin, and repaired the leaking roof with a metal roof. The cabin is now my primary residence, with my operating company located in the street-front portion of the property.

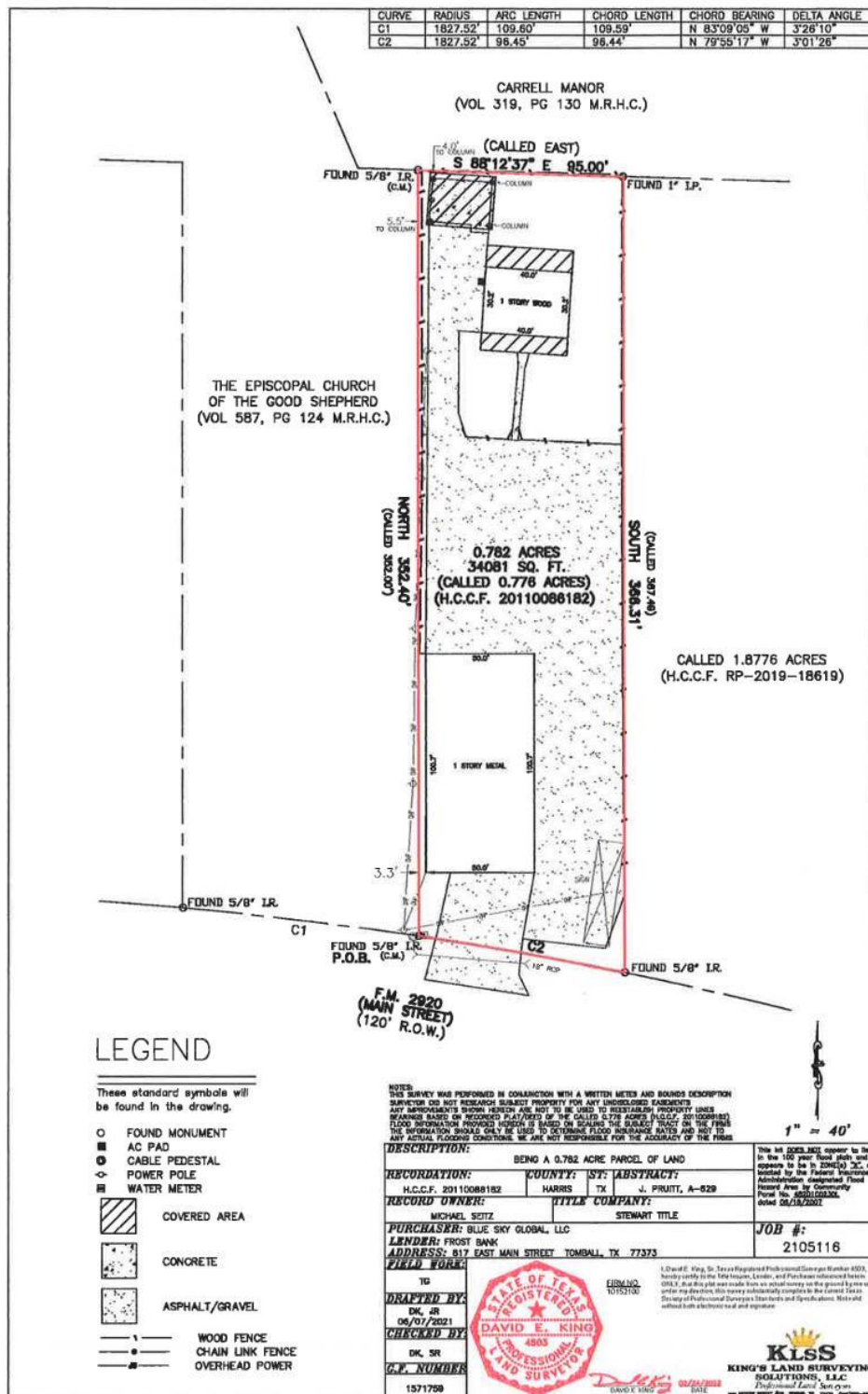
I hereby request that the zoning be amended for Residential Conditional Use.

Sincerely yours,

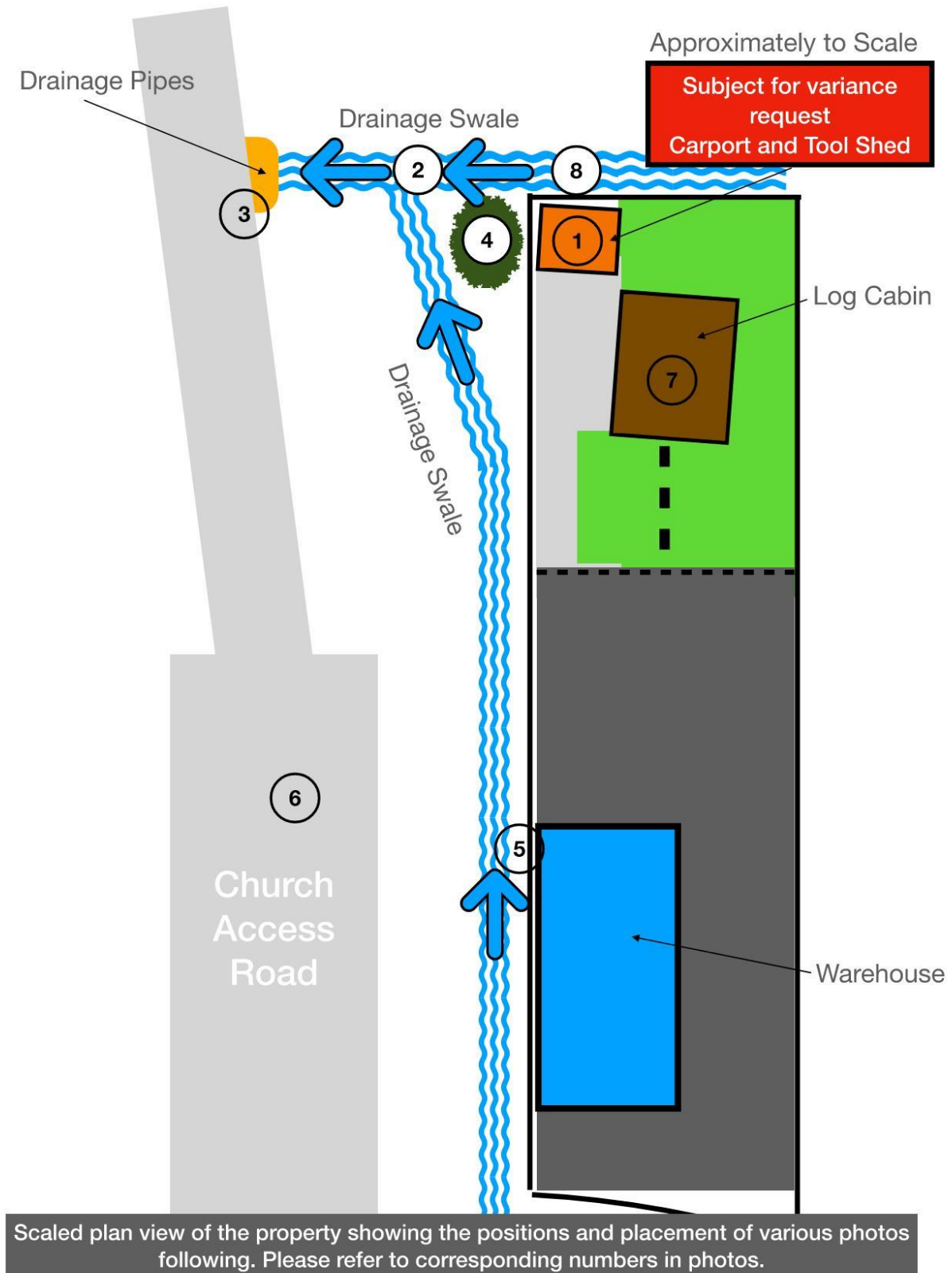
A handwritten signature in black ink, appearing to be "Michael Seitz".

Michael Seitz
Business owner
BlueSky Global
Dr.michael.seitz@bluesky-global.com
832.212.0963

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1827.52'	109.60'	109.59'	N 83°09'05" W	3°26'10"
C2	1827.52'	98.45'	98.44'	N 79°55'17" W	3°01'26"



**Figure “F”
Concept Plan**






Good Shepherd

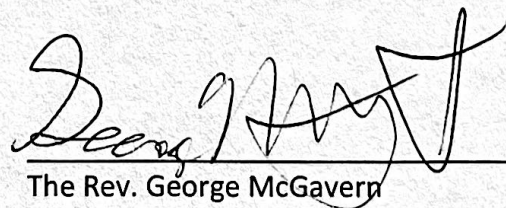
April 6, 2022

Hi Michael,

We wanted to write to express our appreciation for the improvements you have made to the property located adjacent to the entrance drive to our church. The Episcopal Church of the Good Shepherd supports the work you have done to the buildings and grounds. We believe that the property actually enhances the appearance of our driveway. The previous owners did not adequately maintain the building or the grounds which resulted in an eyesore at the entrance to the church. We are pleased to see it in the hands of someone who cares and is willing to make an investment in Tomball. We have no objections to any of the buildings or structures on the site. Thanks again for your hard work & creativity.

We would be remiss if we didn't invite you to attend one of our worship services. Services are held at 8 am and 10:30 pm every Sunday. This is a great church – very welcoming and spiritually nurturing. We would love to have you visit.


David Thompson
Jr. Warden


The Rev. George McGavern
Rector



Good Shepherd

April 7, 2022

Hello Michael,

The location of the carport, close to our property line, does not concern us presently, and we do not foresee any future impediment to us in the future.

David K. Thompson
Jr. Warden

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 11, 2022
&
CITY COUNCIL
JULY 18, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 11, 2022 at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, July 18, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P22-205: Request by Michael Seitz for a Conditional Use Permit to allow residential use within General Retail (GR) zoning. The property is legally described as approximately 0.78 acres, being a portion of the Jesse Pruitt Survey, Abstract Number 629. The property is located at 817 E. Main Street, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **8th** day of **July 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Consideration to Approve Right-of-Way Abandonment Case P22-265: Request from Habitat for Humanity – Northwest Harris County Inc. represented by Erik Armstrong to abandon a segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street. Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case P22-265**

Adopt, on First Reading, Ordinance No. 2022-17, an ordinance of the City of Tomball, Texas, authorizing the abandonment of public right-of-way dedicated to Welty Street. Being a segment of the 30-foot-wide public right-of-way extending approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval with conditions:

- The right-of-way abandonment must be formally finalized by replat illustrating how the subject segment of right-of-way will be absorbed within the boundaries of adjoining properties.
- Sufficient utility easements must be dedicated for the existing water main and gas line within the Welty Street right-of-way.

Origination: Habitat for Humanity – Northwest Harris County Inc.

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE ABANDONMENT OF PUBLIC RIGHT-OF-WAY DEDICATED TO WELTY STREET (LEGALLY DESCRIBED IN EXHIBIT “A”). BEING THE 30-FOOT-WIDE RIGHT-OF-WAY EXTENDING APPROXIMATELY 295 LINEAR FEET NORTHWEST FROM THE NORTHERNMOST RIGHT-OF-WAY BOUNDARY FOR FOSTER STREET TO THE SOUTHERNMOST RIGHT-OF-WAY BOUNDARY FOR CARREL STREET, WEDGED BETWEEN BLOCK 90 IN TOMBALL AND THE WESTERN PROPERTY LINE OF RESTRICTED RESERVE “A” IN THE FINAL PLAT OF THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Habitat for Humanity – Northwest Harris County Inc. has requested that approximately 0.19 acres of land described as the 30-foot-wide right-of-way dedicated to Welty Street extending approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property boundary of Restricted Reserve “A” in the Final Plat of the Episcopal Church of the Good Shepherd, within the City of Tomball, Harris County, Texas, (the “Property”), be abandoned; and

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

Whereas, the Community Development Office recommended in its final report that City Council approve the requested right-of-way abandonment; and

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

Whereas, the City Council deems it appropriate to grant the requested right-of-way abandonment.

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

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

Section 2. The segment of public right-of-way dedicated to Welty Street as precisely defined in “Exhibit A” of this ordinance is hereby authorized for abandonment..

Section 3. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Office District as described above.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not

affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

Section 7. The official abandonment of Welty Street public right-of-way is subject to the following conditions:

- The right-of-way abandonment must be formally finalized by replat illustrating how the subject segment of right-of-way will be absorbed within the boundaries of adjoining properties.
- Sufficient utility easements must be dedicated for the existing water main and gas line within the Welty Street right-of-way.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1st DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15th DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"

FIELD NOTES OF 0.0399 ACRE OF LAND

All that certain 0.0399 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.0399 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail set in asphalt at the southeast corner of said Block 90, same being the southeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., also being the intersection of the northwest right-of-way line of Foster Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southwest right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.);

THENCE North 28 deg. 04 min. 14 sec. West, along and with the common northeast line of said Lot 19 and Block 90, same being said southwest right-of-way line of Welty Street, a distance of 26.74 feet to a 5/8 inch iron rod with cap set at the southwest corner and POINT OF BEGINNING of the herein described tract of land;


THENCE North 28 deg. 04 min. 14 sec. West, continuing along and with the common northeast line of Lot 19 and Block 90, same being the southwest right-of-way line of Welty Street, a distance of 113.26 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 19, same being the northwest corner of the herein described tract of land;

THENCE North 61 deg. 55 min. 46 sec. East, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the northeast corner of the herein described tract of land;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 18 deg. 47 min. 38 sec., having a radius of 50.00 feet, an arc length of 16.40 feet, a chord bearing of South 85 deg. 11 min. 29 sec. West, and a chord distance of 16.33 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.0399 acre (1,740 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.


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



01-05-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 1 of 2)

All that certain 0.1502 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.1502 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located at the intersection of the northeast right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southeast right-of-way line of Carrell Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R., and the deed recorded in Volume 1836, Page 554 of the Harris County Deed Records), said point being the apparent northwest corner of Restricted Reserve "A" (called 18.7511 acres), THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, according to the map or plat thereof recorded in Film Code No. 587124 of the H.C.M.R., and being the northeast corner of the herein described tract of land, from which a found 5/8 inch iron rod bears witness North 39 deg. West, a distance of 0.93 feet;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said northeast right-of-way line of Welty Street and the southwest line of said Reserve "A", a distance of 289.64 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 24 deg. 26 min. 34 sec., having a radius of 50.00 feet, an arc length of 21.33 feet, a chord bearing of North 73 deg. 11 min. 25 sec. West, and a chord distance of 21.17 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the lower southwest corner of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land;

THENCE South 61 deg. 55 min. 46 sec. West, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set at the upper southwest corner of the herein described tract of land, same being the northeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., same being the intersection of the southwest right-of-way line of Welty Street with the southeast line of a 15' alley out of said Block 90;

THENCE North 28 deg. 04 min. 14 sec. West, along and with the southwest right-of-way line of Welty Street, at a distance of 15.00 feet pass the southeast corner of Lot 54, Block 90, REVISED MAP OF TOMBALL, same being the intersection of the southwest right-of-way line of Welty Street with the northwest line of the Alley, continuing along and with the southwest right-of-way line of Welty Street and the northeast line of Lot 54, in all a total distance of 155.00 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 54, the northeast corner of Block 90 and the upper northwest corner of the herein described tract of land, same being located at the intersection of the southwest right-of-way line of Welty Street with the southeast right-of-way line of Carrell Street;

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 2 of 2)

THENCE North 61 deg. 55 min. 46 sec. East, along and with the southeast right-of-way line of Carrell Street, a distance of 30.00 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.1502 acre (6,542 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.


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



04-04-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600



Location: 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrell Street, wedged between Block 90 in Tomball and the western property boundary of Restricted Reserve "A" in the Final Plat of the Episcopal Church of the Good Shepherd

QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **The Protestant Episcopal Church Council of the Episcopal Diocese of Texas**

Grantee's Address (including County): 1225 Texas Street, Houston, TX 77002
Harris County, Texas.

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 6,542 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 6,542 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

Lori Klein Quinn, Mayor

Attest:

Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2021, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

City of Tomball, Texas
Attn: City Secretary
401 Market Street
Tomball, Texas 77375

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 1 of 2)

All that certain 0.1502 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.1502 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located at the intersection of the northeast right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southeast right-of-way line of Carrell Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R., and the deed recorded in Volume 1836, Page 554 of the Harris County Deed Records), said point being the apparent northwest corner of Restricted Reserve "A" (called 18.7511 acres), THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, according to the map or plat thereof recorded in Film Code No. 587124 of the H.C.M.R., and being the northeast corner of the herein described tract of land, from which a found 5/8 inch iron rod bears witness North 39 deg. West, a distance of 0.93 feet;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said northeast right-of-way line of Welty Street and the southwest line of said Reserve "A", a distance of 289.64 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 24 deg. 26 min. 34 sec., having a radius of 50.00 feet, an arc length of 21.33 feet, a chord bearing of North 73 deg. 11 min. 25 sec. West, and a chord distance of 21.17 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the lower southwest corner of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land;

THENCE South 61 deg. 55 min. 46 sec. West, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set at the upper southwest corner of the herein described tract of land, same being the northeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., same being the intersection of the southwest right-of-way line of Welty Street with the southeast line of a 15' alley out of said Block 90;

THENCE North 28 deg. 04 min. 14 sec. West, along and with the southwest right-of-way line of Welty Street, at a distance of 15.00 feet pass the southeast corner of Lot 54, Block 90, REVISED MAP OF TOMBALL, same being the intersection of the southwest right-of-way line of Welty Street with the northwest line of the Alley, continuing along and with the southwest right-of-way line of Welty Street and the northeast line of Lot 54, in all a total distance of 155.00 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 54, the northeast corner of Block 90 and the upper northwest corner of the herein described tract of land, same being located at the intersection of the southwest right-of-way line of Welty Street with the southeast right-of-way line of Carrell Street;

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 2 of 2)

THENCE North 61 deg. 55 min. 46 sec. East, along and with the southeast right-of-way line of Carrell Street, a distance of 30.00 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.1502 acre (6,542 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.



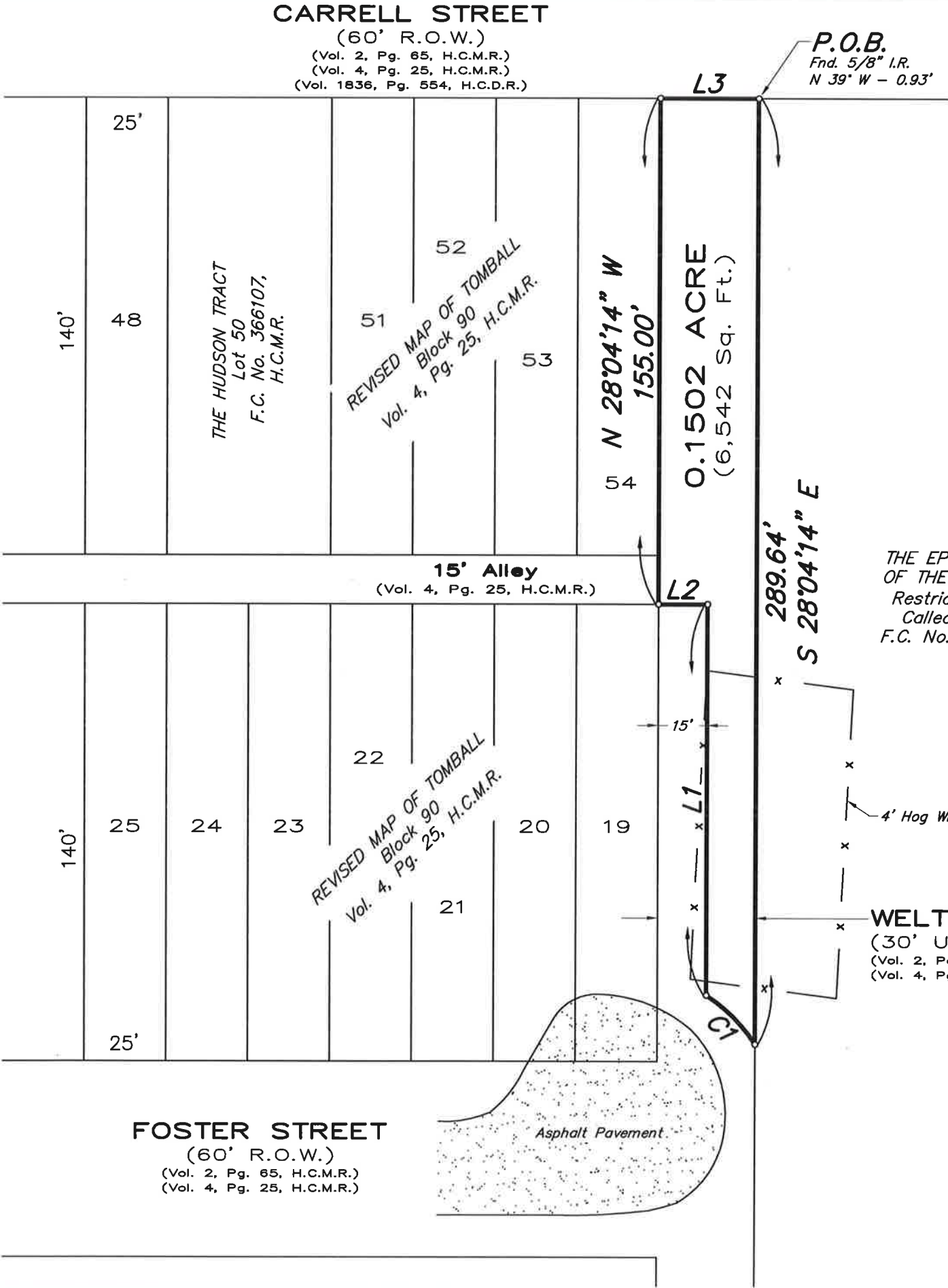
Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



04-04-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "B"



GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE NO. 4204.
2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT OF LAND HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY.
3. 5/8" I.R. WITH PLASTIC CAP SET AT ALL CORNERS OF THIS TRACT OF LAND, UNLESS OTHERWISE NOTED.
4. ALL ENCUMBRANCES NOT SHOWN.

LEGEND:

- C.F. - CLERK'S FILE
- FND. - FOUND
- I.R. - IRON ROD
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING
- R.O.W. - RIGHT-OF-WAY
- H.C.D.R. - HARRIS COUNTY DEED RECORDS
- H.C.M.R. - HARRIS COUNTY MAP RECORDS
- H.C.O.P.R.R.P. - HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

I HEREBY CERTIFY THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY PERFORMED UNDER MY SUPERVISION.

Daniel N. Pinnell 04-04-2022

DANIEL N. PINNELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5349



THE PINNELL GROUP
PROFESSIONAL LAND SURVEYORS

25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281-363-8700
WWW.THEPINNELLGROUP.COM
FIRM REGISTRATION NO. 10039600



SURVEYOR'S SEAL

REVISIONS

STANDARD LAND SURVEY OF 0.1502 ACRE OF LAND, BEING A PORTION OF WELTY STREET OUT OF THE REVISED MAP OF TOMBALL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 4, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

SCALE: 1" = 40'	DATE: JANUARY 2022	F.B. NO.: LEICA
DRAWN BY: JMH	CHECKED BY: DNP	JOB NO.: Page 122

QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **Habitat for Humanity- Northwest Harris County, INC.**

Grantee's Address (including County): PO BOX 682785 Houston, TX 77268
Harris County, Texas.

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 1,740 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 1,740 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

Lori Klein Quinn, Mayor

Attest:

Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2021, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

City of Tomball, Texas
Attn: City Secretary
401 Market Street
Tomball, Texas 77375

Exhibit "A"

FIELD NOTES OF 0.0399 ACRE OF LAND

All that certain 0.0399 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.0399 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail set in asphalt at the southeast corner of said Block 90, same being the southeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., also being the intersection of the northwest right-of-way line of Foster Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southwest right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.);

THENCE North 28 deg. 04 min. 14 sec. West, along and with the common northeast line of said Lot 19 and Block 90, same being said southwest right-of-way line of Welty Street, a distance of 26.74 feet to a 5/8 inch iron rod with cap set at the southwest corner and POINT OF BEGINNING of the herein described tract of land;


THENCE North 28 deg. 04 min. 14 sec. West, continuing along and with the common northeast line of Lot 19 and Block 90, same being the southwest right-of-way line of Welty Street, a distance of 113.26 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 19, same being the northwest corner of the herein described tract of land;

THENCE North 61 deg. 55 min. 46 sec. East, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the northeast corner of the herein described tract of land;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 18 deg. 47 min. 38 sec., having a radius of 50.00 feet, an arc length of 16.40 feet, a chord bearing of South 85 deg. 11 min. 29 sec. West, and a chord distance of 16.33 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.0399 acre (1,740 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

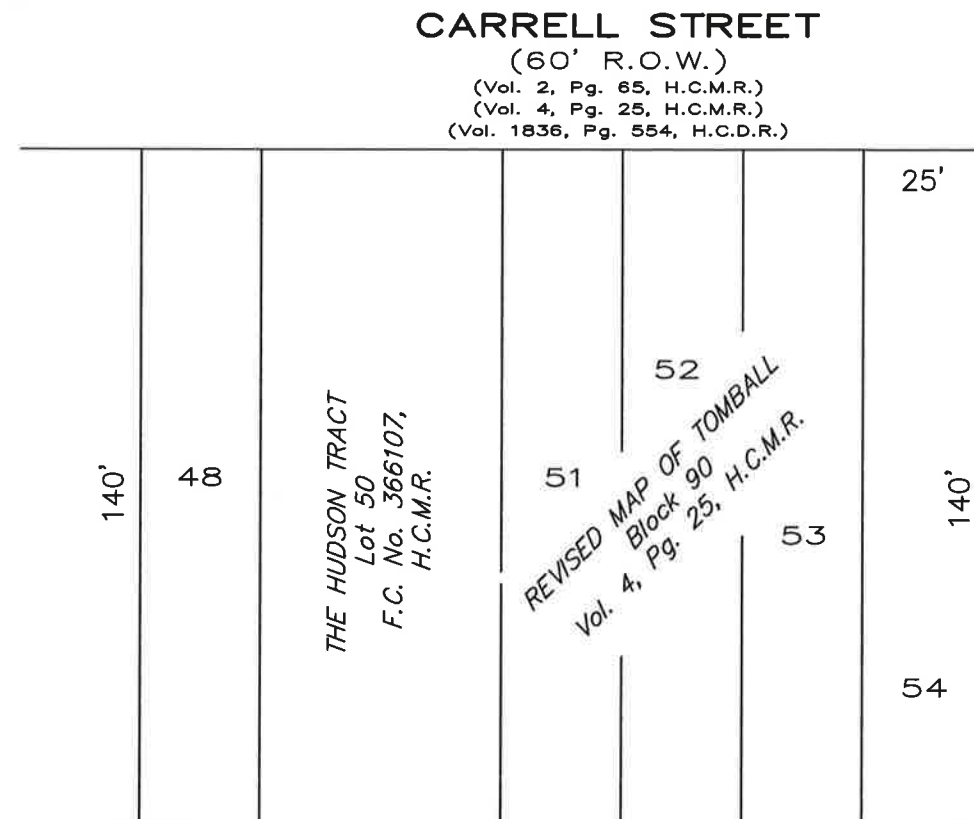

Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



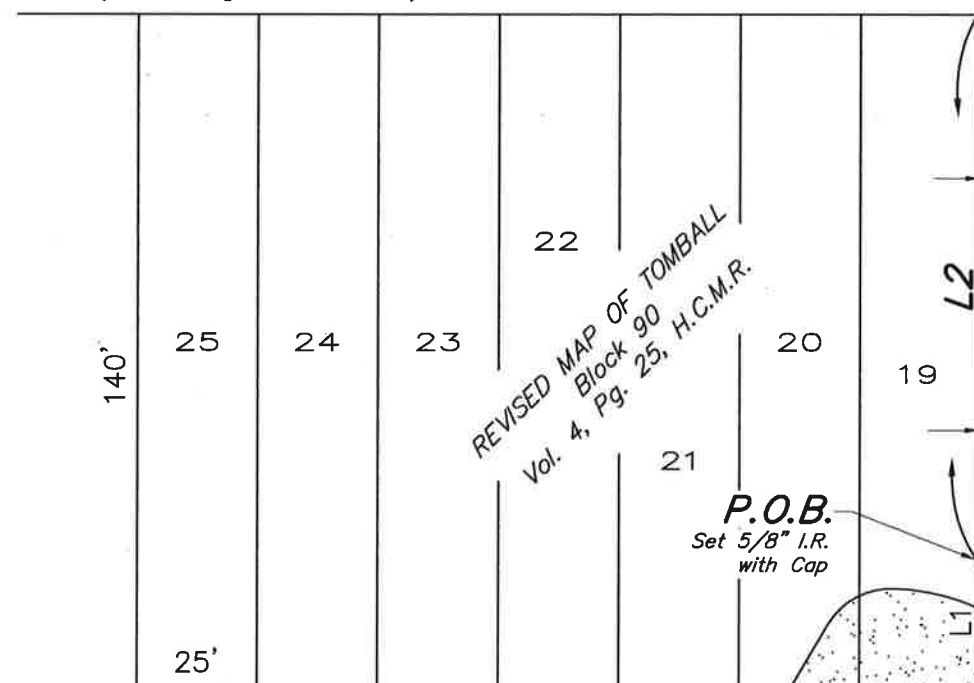
01-05-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "B"



15' Alley
(Vol. 4, Pg. 25, H.C.M.R.)



FOSTER STREET
(60' R.O.W.)
(Vol. 2, Pg. 65, H.C.M.R.)
(Vol. 4, Pg. 25, H.C.M.R.)

P.O.B.
Set 5/8" I.R.
with Cap

P.O.C.
Set PK Nail
in Asphalt
Asphalt Pavement

THE EPISCOPAL CHURCH
OF THE GOOD SHEPHERD
Restricted Reserve "A"
Called 18.7511 Acres
F.C. No. 587124, H.C.M.R.

0.0399 ACRE
(1,740 Sq. Ft.)

WELTY STREET
(30' Unimproved R.O.W.)
(Vol. 2, Pg. 65, H.C.M.R.)
(Vol. 4, Pg. 25, H.C.M.R.)

CURVE TABLE				
NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING AND DISTANCE
C1	50.00'	018°47'38"	16.40'	S 85°11'29" W — 16.33'

LINE TABLE		
NO.	BEARING	DIST
L1	N 28°04'14" W	26.74
L2	N 28°04'14" W	113.26
L3	N 61°55'46" E	15.00
L4	S 28°04'14" E	119.70

GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE NO. 4204.
2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT OF LAND HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY.
3. 5/8" I.R. WITH PLASTIC CAP SET AT ALL CORNERS OF THIS TRACT OF LAND, UNLESS OTHERWISE NOTED.
4. ALL ENCUMBRANCES NOT SHOWN.

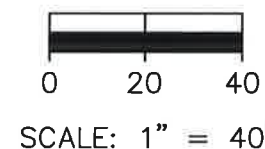
LEGEND:

C.F.	—	CLERK'S FILE
FND.	—	FOUND
I.R.	—	IRON ROD
P.O.C.	—	POINT OF COMMENCING
P.O.B.	—	POINT OF BEGINNING
R.O.W.	—	RIGHT-OF-WAY
H.C.D.R.	—	HARRIS COUNTY DEED RECORDS
H.C.M.R.	—	HARRIS COUNTY MAP RECORDS
H.C.O.P.R.R.P.	—	HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

I HEREBY CERTIFY THIS PLAT TO BE A TRUE REPRESENTATION OF A
FIELD SURVEY PERFORMED UNDER MY SUPERVISION.

Daniel W. P. 01-05-2022

DANIEL N. PINNELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5349



THE PINNELL GROUP
PROFESSIONAL LAND SURVEYORS

25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281-363-8700
WWW.THEPINNELLGROUP.COM
FIRM REGISTRATION NO. 10039600



SURVEYOR'S SEAL

100

STANDARD LAND SURVEY OF 0.0399
ACRE OF LAND, BEING A PORTION OF
WELTY STREET OUT OF THE REVISED
MAP OF TOMBALL, ACCORDING TO THE
MAP OR PLAT THEREOF AS RECORDED
IN VOLUME 4, PAGE 25 OF THE MAP
RECORDS OF HARRIS COUNTY, TEXAS.

SCALE: 1" = 40'

DATE: JANUARY 2022

F.B. NO.: LEICA

DRAWN BY: JMH

CHECKED BY: DNP

JOB NO.:

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL (CC)
AUGUST 1, 2022**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, August 1, 2022, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

Case P22-265: Request from Habitat for Humanity – Northwest Harris County INC. represented by Erik Armstrong to abandon a segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street. Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, within the City of Tomball, Harris County, Texas.

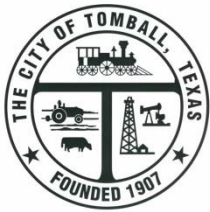
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **29th** day of **July 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

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



Notice of Public Hearing

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

CASE NUMBER: P22-265

APPLICANT/OWNER: Habitat for Humanity – Northwest Harris County INC., represented by Erik Armstrong.

LOCATION: Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrell Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd, within the City of Tomball, Harris County, Texas.

PROPOSAL: Abandon a segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street.

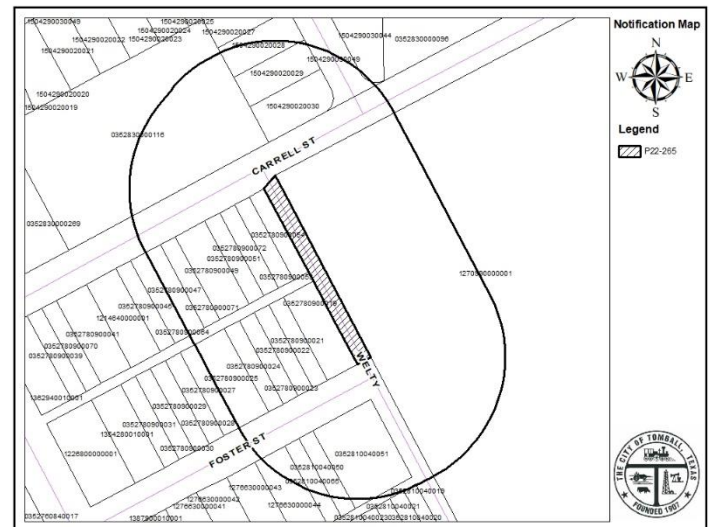
CONTACT: Jared Smith, City Planner

PHONE: (281) 290-1491

E-MAIL: jasmith@tomballtx.gov

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

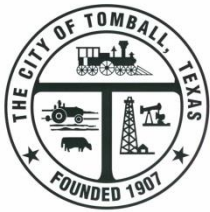
This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.



City Council Public Hearing:

***Monday, August 1, 2022 @ 6:00 PM**

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name: _____

(please print)

Address: _____

Signature: _____

Date: _____

_____ I am **FOR** the requested Right of Way Abandonment as explained on the attached public notice for **Case P22-265. (Please state reasons below)**

_____ I am **AGAINST** the requested Right of Way Abandonment as explained on the attached public notice for **Case P22-265. (Please state reasons below)**

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

Monday, August 1, 2022 @ 6:00 PM

City Council Chambers of the City of Tomball, City Hall

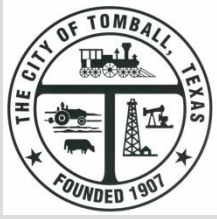
401 Market Street, Tomball, Texas

COMMENTS:

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

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



Right-of-Way Abandonment Staff Report

City Council Public Hearing Date: August 1, 2022

Case: P22-265

Applicant(s): Habitat for Humanity – Northwest Harris County INC.

Location: Segment of the 30-foot-wide public right-of-way presently dedicated to Welty Street. Being that segment which extends approximately 295 linear feet northwest from the northernmost right-of-way boundary for Foster Street to the southernmost right-of-way boundary for Carrel Street, wedged between Block 90 in Tomball and the western property line of Restricted Reserve “A” in the Final Plat of The Episcopal Church of The Good Shepherd (Exhibit “A”)

Area: 0.19 acres

Request: Abandon a segment of the 30-foot-wide right-of-way dedicated to Welty Street.

Adjacent Zoning & Land Uses:

- North:** Single Family Residential -9 / Single-Family Residence
- South:** Single Family Residential – 6 / Vacant
- West:** Single Family Residential - 6 / Vacant
- East:** Single Family Residential - 9 / Church

BACKGROUND

The 30-foot-wide right-of-way for Welty Street was originally dedicated in 1907 with the original plat of the Tomball Townsite. The right-of-way dedicated to Welty Street extends approximately 1,000 linear feet from the northernmost right-of-way boundary currently dedicated towards Texas Street to the southernmost boundary dedicated toward Carrel Street. The entirety of Welty Streets’ right-of-way has remained unpaved since its dedication in 1907.

ANALYSIS

The portion of Welty Street that is subject to this abandonment request is unpaved, however, it is improved with utilities. Within the right-of-way presently dedicated to Welty Street, there is an existing 8-inch water main, and 2-inch gas line. These utilities were constructed in 2005 during a public works project to improve Foster Street. With the improvements of Foster Street in 2005, a permanent cul-de-sac was constructed at the easternmost extent of Foster Street where it intersects Welty Street. There are currently no lots along the subject segment of Welty Street, whose sole access to a public right-of-way is via Welty Street.

Staff Review Comments:

Since its initial dedication in 1907 the Welty Street right-of-way has remained unpaved in its entirety. Further, given that there are no lots that rely solely on Welty Street as direct access to public right-of-way the proposed abandonment would not be contrary or detrimental to adjoining properties. Lastly, a permanent dead end will not be created if abandoned given that an appropriate cul-de-sac has been constructed at the eastern extent of Foster Street. This cul-de-sac has been built according to the City of Tomball's construction standards, ensuring adequate emergency vehicle access and maneuverability on Foster Street.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the segment of right-of-way were mailed notification of this proposal on July 15, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-265 with the following conditions:

- The right-of-way abandonment must be formally finalized by replat illustrating how the subject segment of right-of-way will be absorbed within the boundaries of adjoining properties.
- Sufficient utility easements must be dedicated for the existing water main and gas line within the Welty Street right-of-way.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photo
- E. Rezoning Application

Exhibit "A"
Location Map

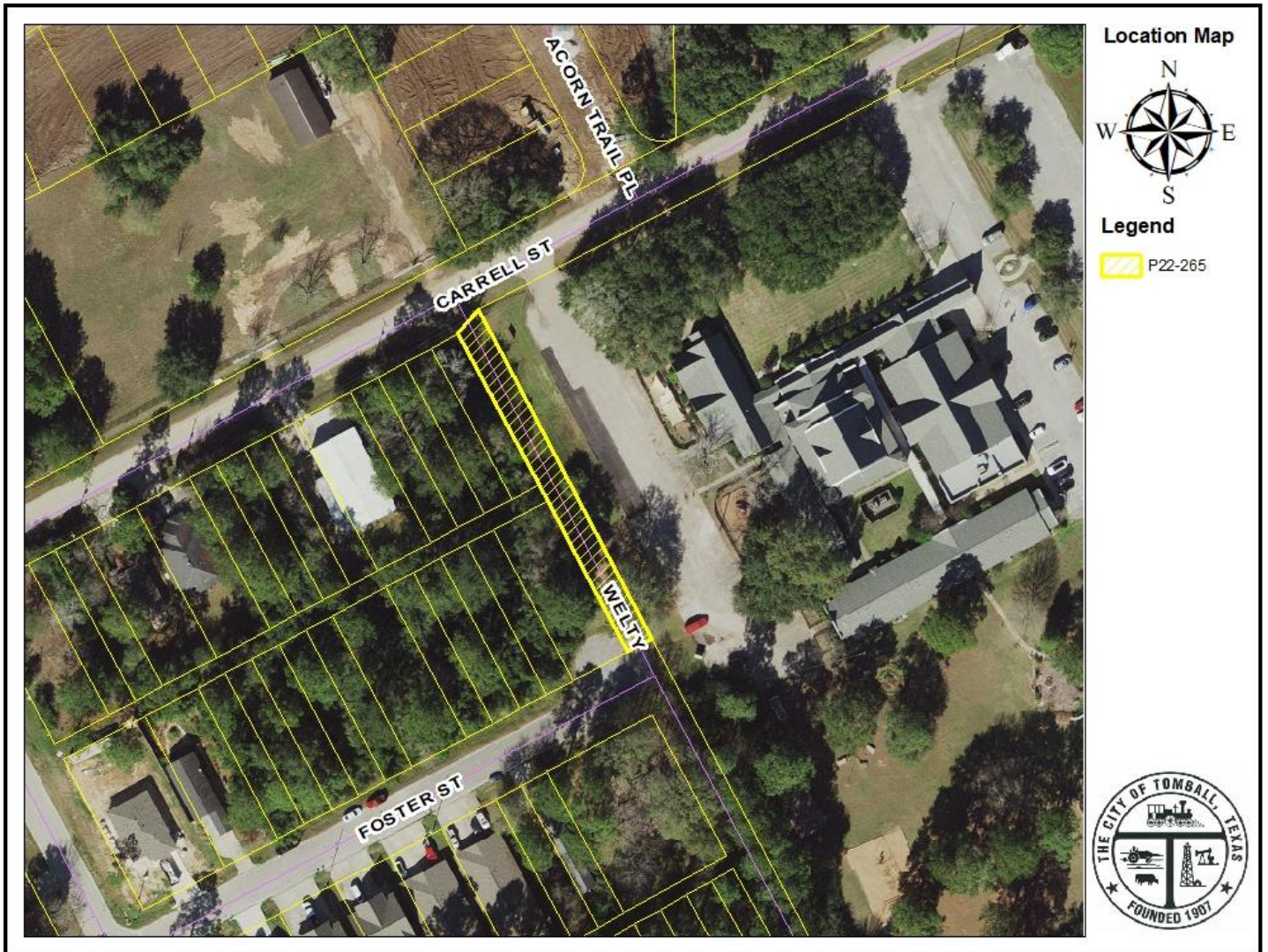
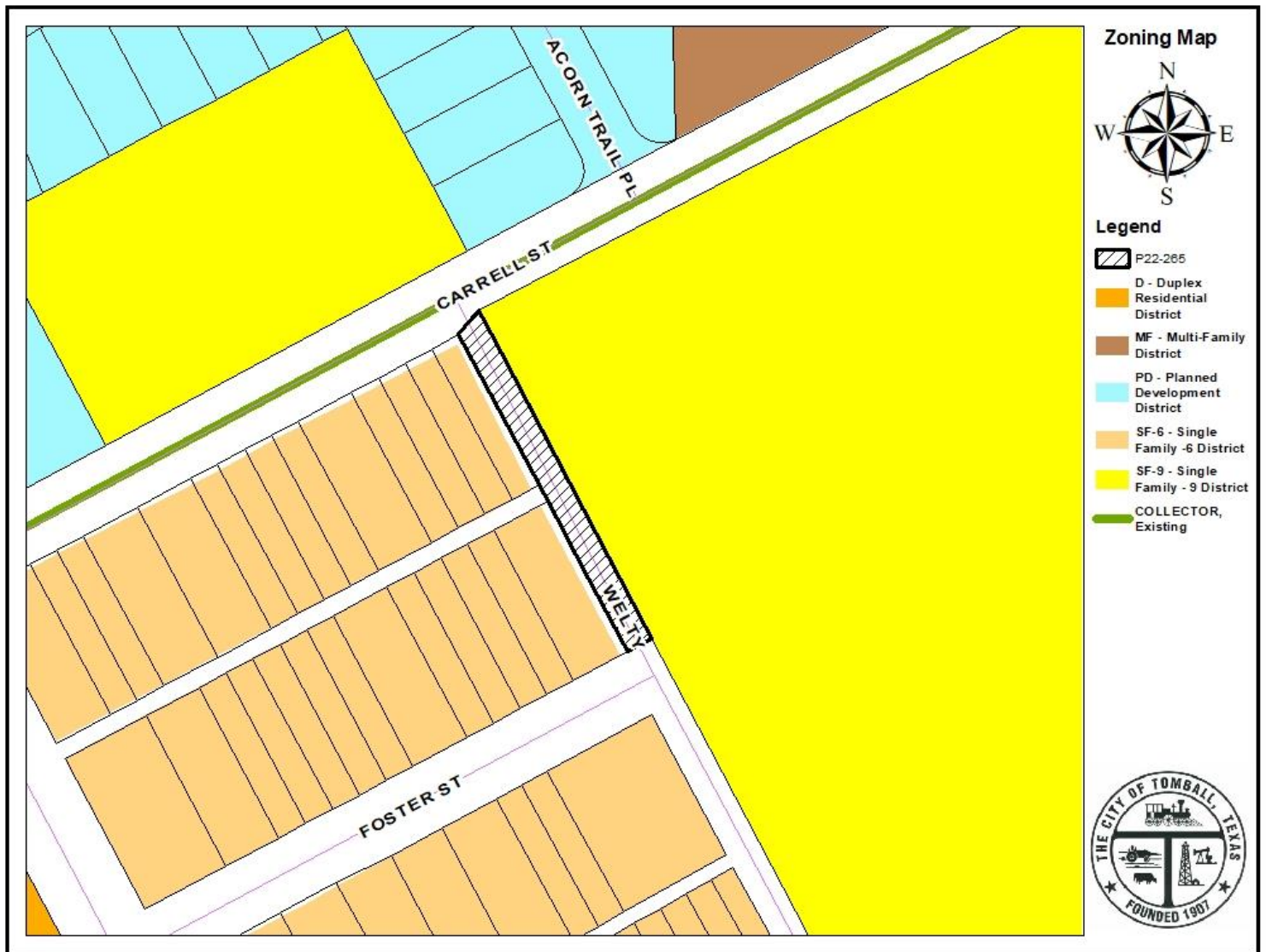


Exhibit "B"
Future Land Use Map



Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo(s)**



Exhibit "E"
Right-Of-Way Abandonment Application

Revised 10/1/2015



CITY OF TOMBALL
RIGHT-OF-WAY ABANDONMENT
REQUEST APPLICATION

**Please provide the following information & return your submittal to the City Manager's Office,
401 Market St., Tomball, Texas 77375.**

Minimum Submittal Requirements

- ☐ \$300 application fee;
- ☐ Detailed description of entire limits or extent of the ROW and the limits to be abandoned, if different;
- ☐ Five (5) copies of the Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Electronic File (PDF) of Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Copy of letters to utility providers, drainage districts, and/or other interested agencies stating they have been notified of the requested ROW abandonment;
- ☐ Letter of "No Objection" from each of the concerned entities; and
- ☐ Completed and signed application form.

Applicant Information

Name Habitat for Humanity- Northwest Harris County INC.
Mailing Address P.O. Box 682785
City Houston State TX Zip Code 77268
Phone Number 281-477-0460 Fax Number _____
E-mail Address earmstrong@habitatnwhc.org

Agent or Engineer Information

Name Erik Armstrong
Mailing Address P.O. Box 682785
City Houston State TX Zip Code 77268
Phone Number 936-217-7475 Fax Number _____
E-mail Address earmstrong@habitatnwhc.org

We, the undersigned property owners of
Revised Map of Tomball lot 19, block 90

(name of subdivision, lot, and block number)

do hereby request that the City of Tomball release and vacate the said Right-of-Way as further described
in the attached Boundary Survey.

Adjacent Property Owners Signatures

(please include your name, mailing address, HCAD number of your property, and signature)

1. The Episcopal Diocese of Texas, 1225 Texas Ave, Houston, TX 77002 *Michael Hilfinger*, Director of Real Estate
2. HCAD #s 1270990000001 and 0352780900054
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Certification

I, Erik Armstrong, being one of the above named persons, do hereby
certify that the above named persons include all abutting property owners of the property being vacated
and released.

Please list the reasons for the request and how this request will benefit the public:

The property is not being used by the city and the maintenance will be passed along to the new owners.

(Signature)

Erik Armstrong

(Printed Name)

Erik Armstrong

Exhibit "A"

FIELD NOTES OF 0.0399 ACRE OF LAND

All that certain 0.0399 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.0399 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail set in asphalt at the southeast corner of said Block 90, same being the southeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., also being the intersection of the northwest right-of-way line of Foster Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southwest right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.);

THENCE North 28 deg. 04 min. 14 sec. West, along and with the common northeast line of said Lot 19 and Block 90, same being said southwest right-of-way line of Welty Street, a distance of 26.74 feet to a 5/8 inch iron rod with cap set at the southwest corner and POINT OF BEGINNING of the herein described tract of land;


THENCE North 28 deg. 04 min. 14 sec. West, continuing along and with the common northeast line of Lot 19 and Block 90, same being the southwest right-of-way line of Welty Street, a distance of 113.26 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 19, same being the northwest corner of the herein described tract of land;

THENCE North 61 deg. 55 min. 46 sec. East, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the northeast corner of the herein described tract of land;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 18 deg. 47 min. 38 sec., having a radius of 50.00 feet, an arc length of 16.40 feet, a chord bearing of South 85 deg. 11 min. 29 sec. West, and a chord distance of 16.33 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.0399 acre (1,740 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.

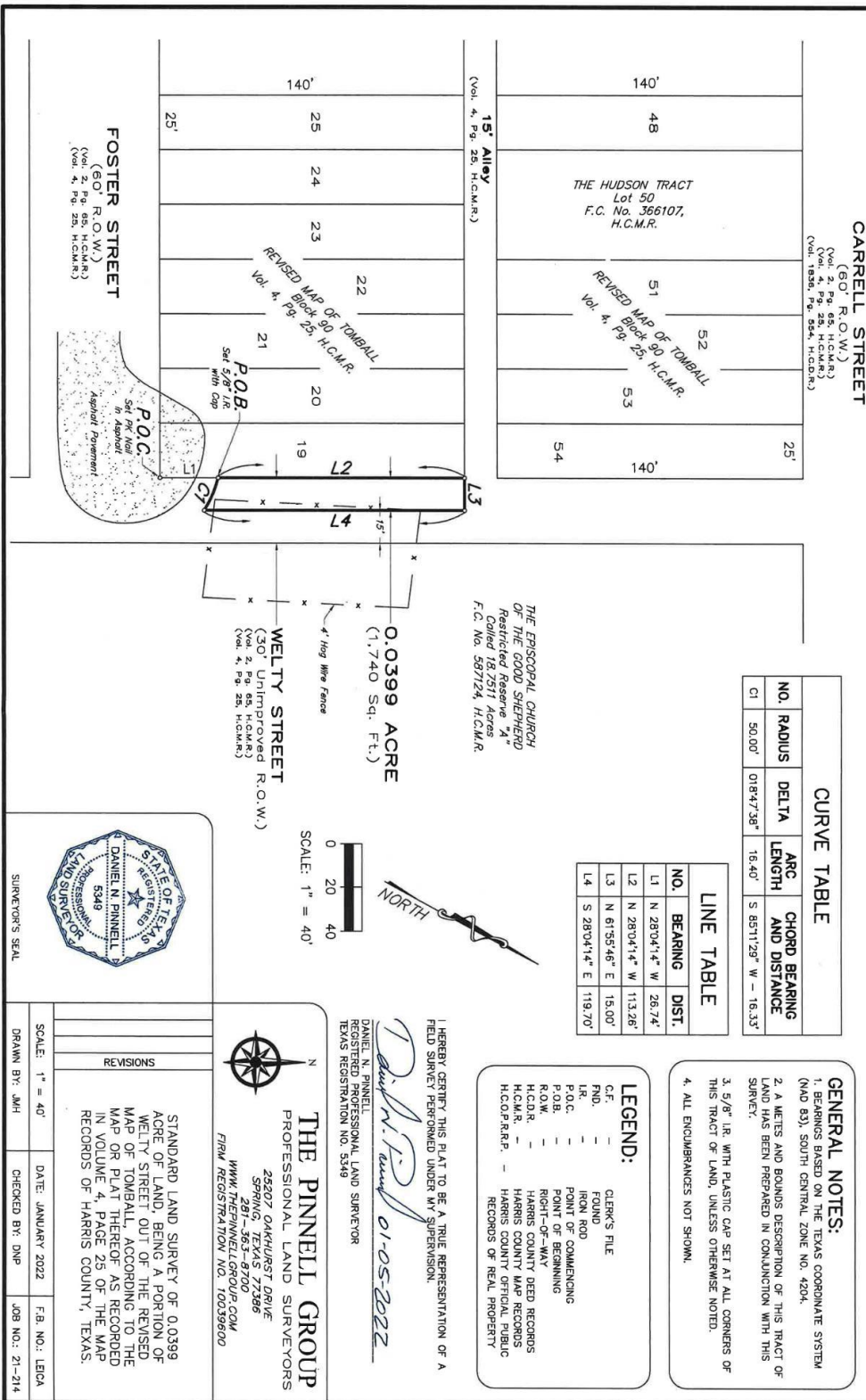

Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



01-05-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

Exhibit "B"



QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **Habitat for Humanity- Northwest Harris County, INC.**

Grantee's Address (including County): PO BOX 682785 Houston, TX 77268
Harris County, Texas.

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 1,740 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 1,740 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

Gretchen Fagan, Mayor

Attest:

Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____ 2022, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

City of Tomball, Texas
Attn: City Secretary
401 Market Street
Tomball, Texas 77375

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 1 of 2)

All that certain 0.1502 acre of land situated in the William Hurd Survey, Abstract No. 371, Harris County, Texas, being a portion of Welty Street, as dedicated by the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the Harris County Map Records (H.C.M.R.), said 0.1502 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located at the intersection of the northeast right-of-way line of Welty Street (30 feet wide according to said plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R.) with the southeast right-of-way line of Carrell Street (60 feet wide according to the plats recorded in Volume 2, Page 65 and Volume 4, Page 25, both of the H.C.M.R., and the deed recorded in Volume 1836, Page 554 of the Harris County Deed Records), said point being the apparent northwest corner of Restricted Reserve "A" (called 18.7511 acres), THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, according to the map or plat thereof recorded in Film Code No. 587124 of the H.C.M.R., and being the northeast corner of the herein described tract of land, from which a found 5/8 inch iron rod bears witness North 39 deg. West, a distance of 0.93 feet;

THENCE South 28 deg. 04 min. 14 sec. East, along and with said northeast right-of-way line of Welty Street and the southwest line of said Reserve "A", a distance of 289.64 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land;

THENCE in a northwesterly direction, over and through Welty Street, along the arc of a non-tangent curve to the left subtending a central angle of 24 deg. 26 min. 34 sec., having a radius of 50.00 feet, an arc length of 21.33 feet, a chord bearing of North 73 deg. 11 min. 25 sec. West, and a chord distance of 21.17 feet to a 5/8 inch iron rod with cap set in the centerline of Welty Street at the lower southwest corner of the herein described tract of land;

THENCE North 28 deg. 04 min. 14 sec. West, along and with said centerline of Welty Street, a distance of 119.70 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land;

THENCE South 61 deg. 55 min. 46 sec. West, over and through Welty Street, a distance of 15.00 feet to a 5/8 inch iron rod with cap set at the upper southwest corner of the herein described tract of land, same being the northeast corner of Lot 19, Block 90, REVISED MAP OF TOMBALL, according to the map or plat thereof recorded in Volume 4, Page 25 of the H.C.M.R., same being the intersection of the southwest right-of-way line of Welty Street with the southeast line of a 15' alley out of said Block 90;

THENCE North 28 deg. 04 min. 14 sec. West, along and with the southwest right-of-way line of Welty Street, at a distance of 15.00 feet pass the southeast corner of Lot 54, Block 90, REVISED MAP OF TOMBALL, same being the intersection of the southwest right-of-way line of Welty Street with the northwest line of the Alley, continuing along and with the southwest right-of-way line of Welty Street and the northeast line of Lot 54, in all a total distance of 155.00 feet to a 5/8 inch iron rod with cap set at the northeast corner of Lot 54, the northeast corner of Block 90 and the upper northwest corner of the herein described tract of land, same being located at the intersection of the southwest right-of-way line of Welty Street with the southeast right-of-way line of Carrell Street;

Exhibit "A"

FIELD NOTES OF 0.1502 ACRE OF LAND
(Page 2 of 2)

THENCE North 61 deg. 55 min. 46 sec. East, along and with the southeast right-of-way line of Carrell Street, a distance of 30.00 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.1502 acre (6,542 square feet) of land.

This tract of land surveyed on the ground during the month of January 2022. This description is based on the Standard Land Survey prepared by The Pinnell Group, LLC; filed in job number 21-214. Bearings based on the Texas Coordinate System (NAD83), South Central Zone No. 4204.



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

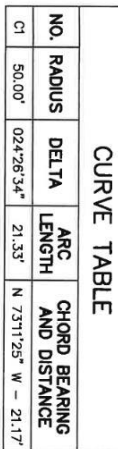


04-04-2022

The Pinnell Group, LLC
25207 Oakhurst Drive
Spring, TX 77386
281-363-8700
www.thepinnellgroup.com
FIRM Reg. #10039600

CARRELL STREET
(EAST BOW)

(60° R.O.W.)
(Vol. 2, Pg. 85, H.C.M.R.)
(Vol. 4, Pg. 25, H.C.M.R.)
(Vol. 1836, Pg. 554, H.C.D.R.)



LINE TABLE		
NO.	BEARING	DIST.
L1	N 28°04'14" W	119.70'
L2	S 61°55'46" W	15.00'
L3	N 61°55'46" E	30.00'

GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE NO. 4204.
2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT OF LAND HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY.
3. 5/8" IR, WITH PLASTIC CAP SET AT ALL CORNERS OF THIS TRACT OF LAND, UNLESS OTHERWISE NOTED.
4. ALL ENCUMBRANCES NOT SHOWN.

LEGEND:

- | | |
|----------------|--------------------------------------------------------|
| C.F. | CLERK'S FILE |
| FND. | FOUND |
| LR | IRON ROD |
| P.O.C. | POINT OF COMMENCING |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT-OF-WAY |
| H.C.D.R. | HARRIS COUNTY DEED RECORDS |
| H.C.M.R. | HARRIS COUNTY MAP RECORDS |
| H.C.O.P.R.R.P. | HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY |

I HEREBY CERTIFY THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY PERFORMED UNDER MY SUPERVISION.

DANIEL N. PINNELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5349

THE PINNELL GROUP
PROFESSIONAL LAND SURVEYORS

25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281-363-8700
WWW.THEPINNELLGROUP.COM
FIRM REGISTRATION NO. 10039600



SURVEYOR'S SEAL

REVISIONS				
SCALE: 1" = 40'	DATE: JANUARY 2022	F.B. NO.: LECOA		
DRAWN BY: JAH	CHECKED BY: DNP	JOB NO.: 21-214		

QUITCLAIM DEED

Date: _____

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **The Protestant Episcopal Church Council of the Episcopal Diocese of Texas**

Grantee's Address (including County): 1225 Texas Street, Houston, TX 77002
Harris County, Texas.

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description:

All that certain tract or parcel containing 6,542 square feet of land out of WELTY STREET out of the Revised Map of Tomball, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 25 of the Harris County Map Records, said 6,542 square foot tract of land being more particularly described by metes and bounds in **Exhibit "A"** and shown on the certified survey in **Exhibit "B"**, attached herewith and made a part hereof.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the _____ day of _____ 2022.

GRANTOR:
City of Tomball, Texas

Gretchen Fagan, Mayor

Attest:

Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2022, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:

City of Tomball, Texas
Attn: City Secretary
401 Market Street
Tomball, Texas 77375



May 17, 2022

Erik Armstrong
Habitat for Humanity Northwest Harris Co.
P.O. Box 682785
Houston, Texas 77268

Re: "No Objection" to Abandonment of ROW – Welty Street, Tomball, TX

Mr. Armstrong,

Southwestern Bell Telephone Company offers "No Objection" to the abandonment of the 30' ROW of Welty Street from Foster Street north to Carrell Street, according to the map or plat thereof recorded in Volume 2, Page 65 and Volume 4, Page 25 of the Harris County Map Records, Harris County, Texas and described in your acceptance letter dated May 9, 2022.

If you have any questions, please contact me by email at sm8285@att.com.

Sincerely,

Sonya Merrill

Sonya Merrill
Manager-Engineering
Right-of-Way

Welty Street
TB-013-22-M



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

May 2, 2022

Habitat for Humanity-Northwest Harris County
P. O. Box 687285
Houston, Texas 77268
Attn: Erik Armstrong

Re: Street & Alley Closure TBD Foster Street (Welty Street)
R/W File # 172108

Dear Erik Armstrong:

The City of Tomball has been asked to close and abandon a portion of TBD Foster Street (Welty Street).

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request, and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Tomball forward a copy of the final abandonment ordinance to CenterPoint Energy to complete our files and to update our map records.

Yours truly,

CenterPoint Energy

A handwritten signature in blue ink that reads "Sheila R. Agee".

Sheila R. Agee
Senior Right of Way Agent
Surveying & Right of Way
713-207-6349

Enclosures

172108



**STREET/ALLEY CLOSURE APPLICATION FORM
SURVEYING & RIGHT OF WAY**
MAILING ADDRESS: CENTERPOINT ENERGY, P.O. 1700, HOUSTON, TX 77251
COURIER ADDRESS: 1111 LOUISIANA ST, 7TH FLOOR, HOUSTON, TX 77002
TELEPHONE (713) 207-6348

STREET ADDRESS FOR THE PROPERTY: TBD Foster Street Wetty St 4/19/2022
Date of Application

REQUESTOR INFORMATION: (Print or Type Only)

Name: Erik Armstrong Habitat for Humanity- Northwest Harris County 281-477-0460
Individual Company Phone Number
E-mail address: Earmstrong@habitatnwhc.org
P.O. Box 687285 Houston TX 77268
Address City State Zip Code

LOCAL GOVERNMENTAL ENTITY (City or County that Requestor is asking to close the street or alley)

City of Tomball Nathan Dietrich 281-290-1410
Governmental Entity Name Governmental Official/Phone Number
501 James Street Tomball TX 77375
Address City State Zip Code

THE FOLLOWING INFORMATION MUST BE INCLUDED WITH THIS APPLICATION:

1. One (1) copy of a property survey or drawing, a **maximum of 8.5" X 14"**, of legible and clear detail, indicating all dimensions of the portion of the street(s)/alley(s) to be abandoned, including the legal description and a north arrow, as well as the ownership information of all landowners adjacent to the street/alley to be abandoned.
2. If CenterPoint Energy facilities are located within the street or alley, please check here _____ and advise CenterPoint Energy if the facilities serve only your property and if so, will this service be removed or not.
3. Copies of any and all motions, letters, or drawings provided by the local governmental entity involved.
4. **A non-refundable processing fee of \$750.00 made payable by check to CenterPoint Energy must accompany this application before it can be processed.**

If this request is approved, a letter will be issued by CenterPoint Energy, addressed to the appropriate government office, providing the Company's approval to the closure request. This letter will be forwarded to the requestor unless CenterPoint Energy is requested otherwise.

If CenterPoint Energy's facilities must remain in a street/alley to be closed, new easements, as prepared by CenterPoint Energy must be granted by each adjacent landowner who will assume title to any portion of the street/alley before an approval letter will be issued. In addition to the processing fee, if CenterPoint Energy's facilities are located within the area to be abandoned, the cost for CenterPoint Energy to prepare these easement documents will be passed along to the requestor of this service.

CenterPoint Energy requires a time period of approximately 5-6 weeks for review and document preparation. In the event electrical facilities must be relocated or removed, or new easements granted because of this request, a longer time period may be required. Should the relocation of CenterPoint Energy's facilities be necessitated by said request, the cost of such relocation(s) will be borne by a party or parties other than CenterPoint Energy and must be paid before approval is granted. Also, the acquisition of new easements or the relocation/removal of facilities must be completed prior to CenterPoint Energy issuing any letter of approval.

Please be assured that CenterPoint Energy is aware of the urgent nature of your request and will make every effort to expedite the completion of your request.

I certify that the information provided is accurate and I realize that incomplete information may delay processing or invalidate this application.

Signature of Requestor

2/21/19

rec'd 4.25.22 PM lea



May 23, 2022

Erik Armstrong
Director of Construction Operations
Habitat for Humanity Northwest Harris County

Re: Welty Street

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced survey dated May, 2022.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street rights-of-way. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 435-224-2356 with any questions that you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeff Houston".

Jeff Houston
Authorized Representative

8590 W Tidwell, Houston, TX 77040

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Adopt, on First Reading, Ordinance No. 2022-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2022 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

Background:

Approval of this Ordinance will approve the 2021-22 annual update to the Service and Assessment Plan (SAP) for the Raburn Reserve Public Improvement District Number 10 (PID 10). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2021-22 SAP update, which also updates the assessment roll for 2022, the applicable assessment rates of PID 10 are not changing.

The original SAP was adopted by City Council on September 21, 2020 and includes a 30-year payment term, and the 2021 Annual Update was adopted on August 16, 2021. The 2022 annual installment to be collected from parcels within PID 10 as shown on the assessment roll of the 2022 SAP update is \$328,342.48, due on January 31, 2023.

Origination: Community Development Department

Recommendation:

Staff recommends approving Ordinance 2022-26, 2022 Annual Service and Assessment Plan Update for Raburn Reserve Public Improvement District Number 10 (PID 10).

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project 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 Meagan Mageo Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2022-26

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE
2022 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN
AND ASSESSMENT ROLL FOR THE RABURN RESERVE PUBLIC
IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE
2022 ANNUAL INSTALLMENTS.**

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the “Act” requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Raburn Reserve Public Improvement District (the “District”); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, on August 5, 2019, the City Council accepted the Petition and called a public hearing for September 3, 2019, on creation of the District 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 August 14, 2019; and

WHEREAS, on August 16, 2019, notice to the owners of the 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 September 3, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District, and closed such hearing on September 3, 2019; and

WHEREAS, the City Council approved the creation of the PID by Resolution No. 201941 approved on October 7, 2019 (the “Original Creation Resolution”) and published the Original Creation Resolution as authorized by the Act; and

WHEREAS, on October 7, 2019 the City approved Resolution no. 2019-42 calling a public hearing on the addition of land to the boundaries of the PID; and

WHEREAS, on October 9, 2019, notice of public hearing was mailed to the owners of the Property within the PID and notice of the public hearing was published in a newspaper of general circulation, in the PID on October 23, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the addition of additional land to the PID and closed such hearing on November 4, 2019 and approved an amended and rested resolution (the “Amended Creation Resolution” creating the PID and adding the additional land to the boundaries of the PID; and

WHEREAS, the City re-published the Amended Creation Resolution in a newspaper of general circulation in the City and the PID; and

WHEREAS, no written protests of the District from an 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 (each an “Improvement Area”); and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within Improvement Area #1 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #1 of the District (the “Assessment Roll” that states the assessment against each parcel of land within Improvement Area #1 of the District (the “Assessments”); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #1 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice on August 12, 2020 in newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6: p.m. on the 8th day of September, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the

penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within Improvement Area #1 of the District on September 21, 2020; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2022 (together, the “2022 Updates”; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2022 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2022 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF AUGUST 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

Lori Klein-Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§

Before me, the undersigned authority, on this day personally appeared Lori Klein-Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

Notary Public, State of Texas

EXHIBIT A
2022 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE



RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT 2022 ANNUAL SERVICE PLAN UPDATE

AUGUST 1, 2022

INTRODUCTION

Capitalized terms used in this 2022 Service Plan Update shall have the meanings given to them in the 2020 Service and Assessment Plan (the “2020 SAP”) or unless the context in which a term is used clearly requires a different meaning.

On October 7, 2019, the City passed and approved Resolution No. 2019-41 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.

On November 4, 2019, the City passed and approved Resolution No. 2019-45 which amends and restates Resolution No. 2019-41 by incorporating the increased area of the District as a result of right-of-way abandonments. The revised boundary of the District encompasses approximately 105 acres.

On September 21, 2020, the City adopted Ordinance No. 2020-26 approving a Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District. The Ordinance also levied assessments against benefitted properties within the District and established a lien on such properties.

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amends and restates Resolution No. 2019-45 by incorporating an additional 5.082 acres into the area of the District. The revised boundary of the District encompasses approximately 110.12 acres.

On August 16, 2021, the City approved Resolution No. 2021-26 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

Pursuant to Texas Local Government Code Chapter 372, a service and assessment plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2022. This Annual Service Plan Update also updates the Assessment Roll for 2022.

PARCEL SUBDIVISION

Improvement Area #1

- The Raburn Reserve Section 1 Plat was filed and recorded within the Harris County Official Public Records on August 12, 2020. The Raburn Reserve Section 1 Plat consists of 133 residential Lots and 14 Non-Benefitted Lots.

LOT AND HOME SALES

Improvement Area #1

As of March 31, 2021, there are 133 platted lots designated for single family use. The Developer, HT Raburn Reserve, owns 51 lots and Homebuilder, Taylor Morrison owns 82 lots. The remaining 51 lots are under contract with the Homebuilder, Taylor Morrison.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

Authorized improvements as identified in the 2020 Service & Assessment Plan and updated as of March 31, 2022.

Authorized Improvement Budget			
Authorized Improvements	Budget	Spent to Date	Percent Complete
<i>Improvement Area #1</i>			
Roadway	\$1,882,152	\$ 183,727	9.76%
Water	212,679	212,679	100.00%
Wastewater	499,294	396,480	79.41%
Storm Water	1,362,175	781,256	57.35%
Natural Gas	150,840	-	0.00%
Soft Costs	760,656	327,221	43.02%
Total	\$ 4,867,796	\$ 1,901,363	39.06%

Notes:

Per the Quarterly Report dated 3/31/2022.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$4,405,000.00.

ANNUAL INSTALLMENT DUE 1/31/2023

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$268,212.48 of which, \$140,112.48 is pledged to the Improvement Area #1 Series A Bonds and \$128,100.00 is pledged to the Improvement Area #1 Reimbursement Obligation.
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is \$47,905.00. A breakdown of the Annual Collection Costs is shown below.

Improvement Area #1	
Administration	\$ 30,600.00
City Administrative Fees	7,980.00
Filing Fees	1,000.00
County Collection	200.00
PID Trustee Fees	3,625.00
Dissemination Agent	3,500.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$47,905.00

- **Additional Interest** – The Prepayment and Delinquency Reserve Requirement, as defined in the indenture, has not been met. As such, the Prepayment and Delinquency Reserve will be funded with additional interest amount due of \$12,225.00.

Improvement Area #1	
Due January 31, 2023	
Principal	\$ 80,000.00
Interest	188,212.48
Annual Collection Costs	47,905.00
Additional Interest	12,225.00
Total Annual Installment	\$328,342.48

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No parcels in Improvement Area #1 have made full prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No parcels in Improvement Area #1 have made partial prepayments.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Improvement Area #1

No extraordinary optional redemptions have occurred within Improvement Area #1.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Improvement Area #1				
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #1 Initial Bonds</i>						
Principal		\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
Interest		\$ 95,112.48	\$ 93,593.72	\$ 91,906.22	\$ 90,218.72	\$ 88,362.48
	(1)	\$ 140,112.48	\$ 143,593.72	\$ 141,906.22	\$ 145,218.72	\$ 143,362.48
<i>Improvement Area #1 Reimbursement Agreement</i>						
Principal		\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00
Interest		\$ 93,100.00	\$ 91,437.50	\$ 89,775.00	\$ 88,112.50	\$ 86,450.00
	(2)	\$ 128,100.00	\$ 126,437.50	\$ 124,775.00	\$ 123,112.50	\$ 126,450.00
Annual Collection Costs	(3)	\$ 47,905.00	\$ 47,905.00	\$ 47,905.00	\$ 47,905.00	\$ 47,905.00
Additional Interest	(4)	\$ 12,225.00	\$ 12,000.00	\$ 11,750.00	\$ 11,500.00	\$ 11,225.00
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ 328,342.48	\$ 329,936.22	\$ 326,336.22	\$ 327,736.22	\$ 328,942.48

ASSESSMENT ROLL

The list of current Parcels or Lots within Improvement Area #1, the corresponding total assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
141-629-001-0001	Block 1, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0002	Block 1, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0003	Block 1, Lot 3	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0004	Block 1, Lot 4	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0005	Block 1, Lot 5	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0006	Block 1, Lot 6	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0007	Block 1, Lot 7	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0008	Block 1, Lot 8	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0009	Block 1, Lot 9	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0010	Block 1, Lot 10	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0011	Block 1, Lot 11	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0012	Block 1, Lot 12	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0013	Block 1, Lot 13	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0014	Block 1, Lot 14	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0015	Block 1, Lot 15	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0016	Block 1, Lot 16	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0017	Block 1, Lot 17	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0018	Block 1, Lot 18	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0019	Block 1, Lot 19	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0020	Block 1, Lot 20	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0021	Block 1, Lot 21	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0022	Block 1, Lot 22	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0023	Block 1, Lot 23	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0024	Block 1, Lot 24	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0025	Block 1, Lot 25	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0026	Block 1, Lot 26	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0027	Block 1, Lot 27	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0028	Block 1, Lot 28	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0029	Block 1, Lot 29	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0030	Block 1, Lot 30	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0031	Block 1, Lot 31	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0032	Block 1, Lot 32	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0033	Block 1, Lot 33	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0034	Block 1, Lot 34	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0035	Block 1, Lot 35	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0036	Block 1, Lot 36	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0037	Block 1, Lot 37	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0038	Block 1, Lot 38	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0039	Block 1, Lot 39	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0040	Block 1, Lot 40	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	

Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
141-629-001-0041	Block 1, Lot 41	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0042	Block 1, Lot 42	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0043	Block 1, Lot 43	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0044	Block 1, Lot 44	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0045	Block 1, Lot 45	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0046	Block 1, Lot 46	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0047	Block 1, Lot 47	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0048	Block 1, Lot 48	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0049	Block 1, Lot 49	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0050	Block 1, Lot 50	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0051	Block 1, Lot 51	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0052	Block 1, Lot 52	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0053	Block 1, Lot 53	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0054	Block 1, Lot 54	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0055	Block 1, Lot 55	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0056	Block 1, Lot 56	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-002-0001	Block 2, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0002	Block 2, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-002-0004	Block 2, Lot 4	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0005	Block 2, Lot 5	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-002-0009	Block 2, Lot 9	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0010	Block 2, Lot 10	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0011	Block 2, Lot 11	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-002-0014	Block 2, Lot 14	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0015	Block 2, Lot 15	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-002-0020	Block 2, Lot 20	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0021	Block 2, Lot 21	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0022	Block 2, Lot 22	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	

Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
141-629-002-0023	Block 2, Lot 23	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0024	Block 2, Lot 24	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0025	Block 2, Lot 25	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0026	Block 2, Lot 26	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0027	Block 2, Lot 27	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0028	Block 2, Lot 28	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0029	Block 2, Lot 29	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0030	Block 2, Lot 30	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0031	Block 2, Lot 31	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0032	Block 2, Lot 32	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-003-0001	Block 3, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0002	Block 3, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-003-0004	Block 3, Lot 4	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0005	Block 3, Lot 5	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-003-0007	Block 3, Lot 7	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0008	Block 3, Lot 8	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0009	Block 3, Lot 9	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0010	Block 3, Lot 10	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0011	Block 3, Lot 11	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0001	Block 4, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0002	Block 4, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0003	Block 4, Lot 3	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0004	Block 4, Lot 4	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0005	Block 4, Lot 5	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0006	Block 4, Lot 6	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0007	Block 4, Lot 7	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0008	Block 4, Lot 8	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0009	Block 4, Lot 9	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0010	Block 4, Lot 10	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0011	Block 4, Lot 11	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0012	Block 4, Lot 12	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0013	Block 4, Lot 13	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0014	Block 4, Lot 14	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0015	Block 4, Lot 15	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0016	Block 4, Lot 16	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0017	Block 4, Lot 17	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	

Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
141-629-004-0018	Block 4, Lot 18	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0019	Block 4, Lot 19	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0020	Block 4, Lot 20	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0021	Block 4, Lot 21	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0022	Block 4, Lot 22	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0023	Block 4, Lot 23	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0024	Block 4, Lot 24	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0025	Block 4, Lot 25	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0026	Block 4, Lot 26	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0027	Block 4, Lot 27	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0028	Block 4, Lot 28	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0029	Block 4, Lot 29	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0030	Block 4, Lot 30	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0031	Block 4, Lot 31	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0032	Block 4, Lot 32	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0033	Block 4, Lot 33	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0034	Block 4, Lot 34	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-005-0001	Res G Block 5	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-006-0001	Res H Block 6	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-007-0001	RES I Block 7	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0001	Res K Block 8	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total			\$ 4,405,000.00	\$ 80,000.00	\$ 188,212.48	\$ 12,225.00	#####	\$ 328,342.48	

Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

EXHIBIT B – IMPROVEMENT AREA #1 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2021	\$	\$ 87,236.55	\$ 87,236.55
2022	45,000.00	96,631.26	141,631.26
2023	45,000.00	95,112.50	140,112.50
2024	50,000.00	93,593.76	143,593.76
2025	50,000.00	91,906.26	141,906.26
2026	55,000.00	90,218.76	145,218.76
2027	55,000.00	88,362.50	143,362.50
2028	55,000.00	86,506.26	141,506.26
2029	60,000.00	84,650.00	144,650.00
2030	60,000.00	82,625.00	142,625.00
2031	65,000.00	80,600.00	145,600.00
2032	65,000.00	78,000.00	143,000.00
2033	70,000.00	75,400.00	145,400.00
2034	75,000.00	72,600.00	147,600.00
2035	75,000.00	69,600.00	144,600.00
2036	80,000.00	66,600.00	146,600.00
2037	85,000.00	63,400.00	148,400.00
2038	85,000.00	60,000.00	145,000.00
2039	90,000.00	56,600.00	146,600.00
2040	95,000.00	53,000.00	148,000.00
2041	100,000.00	49,200.00	149,200.00
2042	105,000.00	45,200.00	150,200.00
2043	110,000.00	41,000.00	151,000.00
2044	115,000.00	36,600.00	151,600.00
2045	120,000.00	32,000.00	152,000.00
2046	125,000.00	27,200.00	152,200.00
2047	130,000.00	22,200.00	152,200.00
2048	135,000.00	17,000.00	152,000.00
2049	140,000.00	11,600.00	151,600.00
2050	150,000.00	6,000.00	156,000.00
Total	<u>\$2,490,000.00</u>	<u>\$1,860,642.85</u>	<u>\$4,350,642.85</u>

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EXHIBIT C – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within Improvement Area #1 are found in this Exhibit:

- Lot Type 1 (50')

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$33,120.30

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Raburn 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 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 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.

¹ 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]²

² 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 _____

§

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]³

³ 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 _____

§

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]⁴

⁴ 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 – IMPROVEMENT AREA #1 – LOT TYPE 1

Annual Installments Due	Improvement Area #1 Initial Bonds		Improvement Area #1 Reimbursement		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Principal	Interest ²			
1/31/2023	\$ 338.35	\$ 715.13	\$ 263.16	\$ 700.00	\$ 91.92	\$ 360.19	\$ 2,468.74
1/31/2024	\$ 375.94	\$ 703.71	\$ 263.16	\$ 687.50	\$ 90.23	\$ 360.19	\$ 2,480.72
1/31/2025	\$ 375.94	\$ 691.02	\$ 263.16	\$ 675.00	\$ 88.35	\$ 360.19	\$ 2,453.66
1/31/2026	\$ 413.53	\$ 678.34	\$ 263.16	\$ 662.50	\$ 86.47	\$ 360.19	\$ 2,464.18
1/31/2027	\$ 413.53	\$ 664.38	\$ 300.75	\$ 650.00	\$ 84.40	\$ 360.19	\$ 2,473.25
1/31/2028	\$ 413.53	\$ 650.42	\$ 338.35	\$ 635.71	\$ 82.33	\$ 360.19	\$ 2,480.54
1/31/2029	\$ 451.13	\$ 636.47	\$ 338.35	\$ 619.64	\$ 80.26	\$ 360.19	\$ 2,486.03
1/31/2030	\$ 451.13	\$ 621.24	\$ 375.94	\$ 603.57	\$ 78.01	\$ 360.19	\$ 2,490.08
1/31/2031	\$ 488.72	\$ 606.02	\$ 338.35	\$ 585.71	\$ 75.75	\$ 360.19	\$ 2,454.74
1/31/2032	\$ 488.72	\$ 586.47	\$ 413.53	\$ 569.64	\$ 73.31	\$ 360.19	\$ 2,491.86
1/31/2033	\$ 526.32	\$ 566.92	\$ 413.53	\$ 550.00	\$ 70.86	\$ 360.19	\$ 2,487.82
1/31/2034	\$ 563.91	\$ 545.86	\$ 413.53	\$ 530.36	\$ 68.23	\$ 360.19	\$ 2,482.09
1/31/2035	\$ 563.91	\$ 523.31	\$ 451.13	\$ 510.71	\$ 65.41	\$ 360.19	\$ 2,474.66
1/31/2036	\$ 601.50	\$ 500.75	\$ 451.13	\$ 489.29	\$ 62.59	\$ 360.19	\$ 2,465.45
1/31/2037	\$ 639.10	\$ 476.69	\$ 488.72	\$ 467.86	\$ 59.59	\$ 360.19	\$ 2,492.14
1/31/2038	\$ 639.10	\$ 451.13	\$ 526.32	\$ 444.64	\$ 56.39	\$ 360.19	\$ 2,477.76
1/31/2039	\$ 676.69	\$ 425.56	\$ 563.91	\$ 419.64	\$ 53.20	\$ 360.19	\$ 2,499.19
1/31/2040	\$ 714.29	\$ 398.50	\$ 563.91	\$ 392.86	\$ 49.81	\$ 360.19	\$ 2,479.55
1/31/2041	\$ 751.88	\$ 369.92	\$ 601.50	\$ 366.07	\$ 46.24	\$ 360.19	\$ 2,495.81
1/31/2042	\$ 789.47	\$ 339.85	\$ 639.10	\$ 337.50	\$ 42.48	\$ 360.19	\$ 2,508.59
1/31/2043	\$ 827.07	\$ 308.27	\$ 676.69	\$ 307.14	\$ 38.53	\$ 360.19	\$ 2,517.89
1/31/2044	\$ 864.66	\$ 275.19	\$ 676.69	\$ 275.00	\$ 34.40	\$ 360.19	\$ 2,486.13
1/31/2045	\$ 902.26	\$ 240.60	\$ 751.88	\$ 242.86	\$ 30.08	\$ 360.19	\$ 2,527.86
1/31/2046	\$ 939.85	\$ 204.51	\$ 789.47	\$ 207.14	\$ 25.56	\$ 360.19	\$ 2,526.73
1/31/2047	\$ 977.44	\$ 166.92	\$ 827.07	\$ 169.64	\$ 20.86	\$ 360.19	\$ 2,522.12
1/31/2048	\$ 1,015.04	\$ 127.82	\$ 864.66	\$ 130.36	\$ 15.98	\$ 360.19	\$ 2,514.04
1/31/2049	\$ 1,052.63	\$ 87.22	\$ 939.85	\$ 89.29	\$ 10.90	\$ 360.19	\$ 2,540.08
1/31/2050	\$ 1,127.82	\$ 45.11	\$ 939.85	\$ 44.64	\$ 5.64	\$ 360.19	\$ 2,523.25
Total	\$ 18,383.46	\$ 12,607.33	\$ 14,736.84	\$ 12,364.29	\$ 1,587.78	\$ 10,085.26	\$ 69,764.96

¹ Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

² Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.25% rate.

³ \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.



RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT 2022 ANNUAL SERVICE PLAN UPDATE

AUGUST 1, 2022

INTRODUCTION

Capitalized terms used in this 2022 Service Plan Update shall have the meanings given to them in the 2020 Service and Assessment Plan (the “2020 SAP”) or unless the context in which a term is used clearly requires a different meaning.

On October 7, 2019, the City passed and approved Resolution No. 2019-41 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.

On November 4, 2019, the City passed and approved Resolution No. 2019-45 which amends and restates Resolution No. 2019-41 by incorporating the increased area of the District as a result of right-of-way abandonments. The revised boundary of the District encompasses approximately 105 acres.

On September 21, 2020, the City adopted Ordinance No. 2020-26 approving a Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District. The Ordinance also levied assessments against benefitted properties within the District and established a lien on such properties.

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amends and restates Resolution No. 2019-45 by incorporating an additional 5.082 acres into the area of the District. The revised boundary of the District encompasses approximately 110.12 acres.

On August 16, 2021, the City approved Resolution No. 2021-26 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

Pursuant to Texas Local Government Code Chapter 372, a service and assessment plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2022. This Annual Service Plan Update also updates the Assessment Roll for 2022.

PARCEL SUBDIVISION

Improvement Area #1

- The Raburn Reserve Section 1 Plat was filed and recorded within the Harris County Official Public Records on August 12, 2020. The Raburn Reserve Section 1 Plat consists of 133 residential Lots and 14 Non-Benefitted Lots.

LOT AND HOME SALES

Improvement Area #1

As of March 31, 2021, there are 133 platted lots designated for single family use. The Developer, HT Raburn Reserve, owns 51 lots and Homebuilder, Taylor Morrison owns 82 lots. The remaining 51 lots are under contract with the Homebuilder, Taylor Morrison.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

Authorized improvements as identified in the 2020 Service & Assessment Plan and updated as of March 31, 2022.

Authorized Improvement Budget			
Authorized Improvements	Budget	Spent to Date	Percent Complete
<i>Improvement Area #1</i>			
Roadway	\$1,882,152	\$ 183,727	9.76%
Water	212,679	212,679	100.00%
Wastewater	499,294	396,480	79.41%
Storm Water	1,362,175	781,256	57.35%
Natural Gas	150,840	-	0.00%
Soft Costs	760,656	327,221	43.02%
Total	\$ 4,867,796	\$ 1,901,363	39.06%

Notes:

Per the Quarterly Report dated 3/31/2022.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$4,405,000.00.

ANNUAL INSTALLMENT DUE 1/31/2023

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$268,212.48 of which, \$140,112.48 is pledged to the Improvement Area #1 Series A Bonds and \$128,100.00 is pledged to the Improvement Area #1 Reimbursement Obligation.
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is \$47,905.00. A breakdown of the Annual Collection Costs is shown below.

Improvement Area #1	
Administration	\$ 30,600.00
City Administrative Fees	7,980.00
Filing Fees	1,000.00
County Collection	200.00
PID Trustee Fees	3,625.00
Dissemination Agent	3,500.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$47,905.00

- **Additional Interest** – The Prepayment and Delinquency Reserve Requirement, as defined in the indenture, has not been met. As such, the Prepayment and Delinquency Reserve will be funded with additional interest amount due of \$12,225.00.

Improvement Area #1	
Due January 31, 2023	
Principal	\$ 80,000.00
Interest	188,212.48
Annual Collection Costs	47,905.00
Additional Interest	12,225.00
Total Annual Installment	\$328,342.48

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No parcels in Improvement Area #1 have made full prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No parcels in Improvement Area #1 have made partial prepayments.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Improvement Area #1

No extraordinary optional redemptions have occurred within Improvement Area #1.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Improvement Area #1				
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #1 Initial Bonds</i>						
Principal		\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
Interest		\$ 95,112.48	\$ 93,593.72	\$ 91,906.22	\$ 90,218.72	\$ 88,362.48
	(1)	\$ 140,112.48	\$ 143,593.72	\$ 141,906.22	\$ 145,218.72	\$ 143,362.48
<i>Improvement Area #1 Reimbursement Agreement</i>						
Principal		\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00
Interest		\$ 93,100.00	\$ 91,437.50	\$ 89,775.00	\$ 88,112.50	\$ 86,450.00
	(2)	\$ 128,100.00	\$ 126,437.50	\$ 124,775.00	\$ 123,112.50	\$ 126,450.00
Annual Collection Costs	(3)	\$ 47,905.00	\$ 47,905.00	\$ 47,905.00	\$ 47,905.00	\$ 47,905.00
Additional Interest	(4)	\$ 12,225.00	\$ 12,000.00	\$ 11,750.00	\$ 11,500.00	\$ 11,225.00
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ 328,342.48	\$ 329,936.22	\$ 326,336.22	\$ 327,736.22	\$ 328,942.48

ASSESSMENT ROLL

The list of current Parcels or Lots within Improvement Area #1, the corresponding total assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
141-629-001-0001	Block 1, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0002	Block 1, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0003	Block 1, Lot 3	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0004	Block 1, Lot 4	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0005	Block 1, Lot 5	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0006	Block 1, Lot 6	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0007	Block 1, Lot 7	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0008	Block 1, Lot 8	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0009	Block 1, Lot 9	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0010	Block 1, Lot 10	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0011	Block 1, Lot 11	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0012	Block 1, Lot 12	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0013	Block 1, Lot 13	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0014	Block 1, Lot 14	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0015	Block 1, Lot 15	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0016	Block 1, Lot 16	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0017	Block 1, Lot 17	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0018	Block 1, Lot 18	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0019	Block 1, Lot 19	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0020	Block 1, Lot 20	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0021	Block 1, Lot 21	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0022	Block 1, Lot 22	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0023	Block 1, Lot 23	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0024	Block 1, Lot 24	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0025	Block 1, Lot 25	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0026	Block 1, Lot 26	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0027	Block 1, Lot 27	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0028	Block 1, Lot 28	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0029	Block 1, Lot 29	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0030	Block 1, Lot 30	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0031	Block 1, Lot 31	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0032	Block 1, Lot 32	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0033	Block 1, Lot 33	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0034	Block 1, Lot 34	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0035	Block 1, Lot 35	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0036	Block 1, Lot 36	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0037	Block 1, Lot 37	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0038	Block 1, Lot 38	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0039	Block 1, Lot 39	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0040	Block 1, Lot 40	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	

Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
141-629-001-0041	Block 1, Lot 41	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0042	Block 1, Lot 42	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0043	Block 1, Lot 43	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0044	Block 1, Lot 44	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0045	Block 1, Lot 45	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0046	Block 1, Lot 46	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0047	Block 1, Lot 47	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0048	Block 1, Lot 48	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0049	Block 1, Lot 49	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0050	Block 1, Lot 50	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0051	Block 1, Lot 51	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0052	Block 1, Lot 52	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0053	Block 1, Lot 53	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0054	Block 1, Lot 54	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0055	Block 1, Lot 55	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0056	Block 1, Lot 56	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-002-0001	Block 2, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0002	Block 2, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0003	Block 2, Lot 3	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0004	Block 2, Lot 4	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0005	Block 2, Lot 5	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0006	Block 2, Lot 6	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0007	Block 2, Lot 7	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0008	Block 2, Lot 8	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0009	Block 2, Lot 9	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0010	Block 2, Lot 10	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0011	Block 2, Lot 11	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0012	Block 2, Lot 12	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0013	Block 2, Lot 13	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0014	Block 2, Lot 14	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0015	Block 2, Lot 15	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0016	Block 2, Lot 16	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0017	Block 2, Lot 17	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0018	Block 2, Lot 18	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0019	Block 2, Lot 19	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0020	Block 2, Lot 20	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0021	Block 2, Lot 21	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0022	Block 2, Lot 22	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	

Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
141-629-002-0023	Block 2, Lot 23	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0024	Block 2, Lot 24	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0025	Block 2, Lot 25	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0026	Block 2, Lot 26	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0027	Block 2, Lot 27	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0028	Block 2, Lot 28	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0029	Block 2, Lot 29	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0030	Block 2, Lot 30	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0031	Block 2, Lot 31	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0032	Block 2, Lot 32	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-003-0001	Block 3, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0002	Block 3, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0003	Block 3, Lot 3	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0004	Block 3, Lot 4	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0005	Block 3, Lot 5	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0006	Block 3, Lot 6	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0007	Block 3, Lot 7	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0008	Block 3, Lot 8	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0009	Block 3, Lot 9	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0010	Block 3, Lot 10	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0011	Block 3, Lot 11	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0001	Block 4, Lot 1	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0002	Block 4, Lot 2	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0003	Block 4, Lot 3	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-004-0016	Block 4, Lot 16	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

			Improvement Area #1						
Property ID	Lot and Block	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Collection Costs ^[a]	Annual Installment due 1/31/23	
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141-629-004-0019	Block 4, Lot 19	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
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141-629-004-0027	Block 4, Lot 27	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0028	Block 4, Lot 28	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0029	Block 4, Lot 29	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0030	Block 4, Lot 30	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0031	Block 4, Lot 31	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0032	Block 4, Lot 32	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0033	Block 4, Lot 33	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0034	Block 4, Lot 34	1	\$ 33,120.30	\$ 601.50	\$ 1,415.13	\$ 91.92	\$ 360.19	\$ 2,468.74	
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-005-0001	Res G Block 5	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-006-0001	Res H Block 6	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-007-0001	RES I Block 7	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0001	Res K Block 8	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total			\$ 4,405,000.00	\$ 80,000.00	\$ 188,212.48	\$ 12,225.00	#####	\$ 328,342.48	

Notes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball

EXHIBIT B – IMPROVEMENT AREA #1 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2021	\$	\$ 87,236.55	\$ 87,236.55
2022	45,000.00	96,631.26	141,631.26
2023	45,000.00	95,112.50	140,112.50
2024	50,000.00	93,593.76	143,593.76
2025	50,000.00	91,906.26	141,906.26
2026	55,000.00	90,218.76	145,218.76
2027	55,000.00	88,362.50	143,362.50
2028	55,000.00	86,506.26	141,506.26
2029	60,000.00	84,650.00	144,650.00
2030	60,000.00	82,625.00	142,625.00
2031	65,000.00	80,600.00	145,600.00
2032	65,000.00	78,000.00	143,000.00
2033	70,000.00	75,400.00	145,400.00
2034	75,000.00	72,600.00	147,600.00
2035	75,000.00	69,600.00	144,600.00
2036	80,000.00	66,600.00	146,600.00
2037	85,000.00	63,400.00	148,400.00
2038	85,000.00	60,000.00	145,000.00
2039	90,000.00	56,600.00	146,600.00
2040	95,000.00	53,000.00	148,000.00
2041	100,000.00	49,200.00	149,200.00
2042	105,000.00	45,200.00	150,200.00
2043	110,000.00	41,000.00	151,000.00
2044	115,000.00	36,600.00	151,600.00
2045	120,000.00	32,000.00	152,000.00
2046	125,000.00	27,200.00	152,200.00
2047	130,000.00	22,200.00	152,200.00
2048	135,000.00	17,000.00	152,000.00
2049	140,000.00	11,600.00	151,600.00
2050	150,000.00	6,000.00	156,000.00
Total	<u>\$2,490,000.00</u>	<u>\$1,860,642.85</u>	<u>\$4,350,642.85</u>

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EXHIBIT C – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within Improvement Area #1 are found in this Exhibit:

- Lot Type 1 (50')

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$33,120.30

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Raburn 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 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 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.

¹ 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]²

² 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 _____

§

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]³

³ 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 _____

§

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]⁴

⁴ 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 – IMPROVEMENT AREA #1 – LOT TYPE 1

Annual Installments Due	Improvement Area #1 Initial Bonds		Improvement Area #1 Reimbursement		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Principal	Interest ²			
1/31/2023	\$ 338.35	\$ 715.13	\$ 263.16	\$ 700.00	\$ 91.92	\$ 360.19	\$ 2,468.74
1/31/2024	\$ 375.94	\$ 703.71	\$ 263.16	\$ 687.50	\$ 90.23	\$ 360.19	\$ 2,480.72
1/31/2025	\$ 375.94	\$ 691.02	\$ 263.16	\$ 675.00	\$ 88.35	\$ 360.19	\$ 2,453.66
1/31/2026	\$ 413.53	\$ 678.34	\$ 263.16	\$ 662.50	\$ 86.47	\$ 360.19	\$ 2,464.18
1/31/2027	\$ 413.53	\$ 664.38	\$ 300.75	\$ 650.00	\$ 84.40	\$ 360.19	\$ 2,473.25
1/31/2028	\$ 413.53	\$ 650.42	\$ 338.35	\$ 635.71	\$ 82.33	\$ 360.19	\$ 2,480.54
1/31/2029	\$ 451.13	\$ 636.47	\$ 338.35	\$ 619.64	\$ 80.26	\$ 360.19	\$ 2,486.03
1/31/2030	\$ 451.13	\$ 621.24	\$ 375.94	\$ 603.57	\$ 78.01	\$ 360.19	\$ 2,490.08
1/31/2031	\$ 488.72	\$ 606.02	\$ 338.35	\$ 585.71	\$ 75.75	\$ 360.19	\$ 2,454.74
1/31/2032	\$ 488.72	\$ 586.47	\$ 413.53	\$ 569.64	\$ 73.31	\$ 360.19	\$ 2,491.86
1/31/2033	\$ 526.32	\$ 566.92	\$ 413.53	\$ 550.00	\$ 70.86	\$ 360.19	\$ 2,487.82
1/31/2034	\$ 563.91	\$ 545.86	\$ 413.53	\$ 530.36	\$ 68.23	\$ 360.19	\$ 2,482.09
1/31/2035	\$ 563.91	\$ 523.31	\$ 451.13	\$ 510.71	\$ 65.41	\$ 360.19	\$ 2,474.66
1/31/2036	\$ 601.50	\$ 500.75	\$ 451.13	\$ 489.29	\$ 62.59	\$ 360.19	\$ 2,465.45
1/31/2037	\$ 639.10	\$ 476.69	\$ 488.72	\$ 467.86	\$ 59.59	\$ 360.19	\$ 2,492.14
1/31/2038	\$ 639.10	\$ 451.13	\$ 526.32	\$ 444.64	\$ 56.39	\$ 360.19	\$ 2,477.76
1/31/2039	\$ 676.69	\$ 425.56	\$ 563.91	\$ 419.64	\$ 53.20	\$ 360.19	\$ 2,499.19
1/31/2040	\$ 714.29	\$ 398.50	\$ 563.91	\$ 392.86	\$ 49.81	\$ 360.19	\$ 2,479.55
1/31/2041	\$ 751.88	\$ 369.92	\$ 601.50	\$ 366.07	\$ 46.24	\$ 360.19	\$ 2,495.81
1/31/2042	\$ 789.47	\$ 339.85	\$ 639.10	\$ 337.50	\$ 42.48	\$ 360.19	\$ 2,508.59
1/31/2043	\$ 827.07	\$ 308.27	\$ 676.69	\$ 307.14	\$ 38.53	\$ 360.19	\$ 2,517.89
1/31/2044	\$ 864.66	\$ 275.19	\$ 676.69	\$ 275.00	\$ 34.40	\$ 360.19	\$ 2,486.13
1/31/2045	\$ 902.26	\$ 240.60	\$ 751.88	\$ 242.86	\$ 30.08	\$ 360.19	\$ 2,527.86
1/31/2046	\$ 939.85	\$ 204.51	\$ 789.47	\$ 207.14	\$ 25.56	\$ 360.19	\$ 2,526.73
1/31/2047	\$ 977.44	\$ 166.92	\$ 827.07	\$ 169.64	\$ 20.86	\$ 360.19	\$ 2,522.12
1/31/2048	\$ 1,015.04	\$ 127.82	\$ 864.66	\$ 130.36	\$ 15.98	\$ 360.19	\$ 2,514.04
1/31/2049	\$ 1,052.63	\$ 87.22	\$ 939.85	\$ 89.29	\$ 10.90	\$ 360.19	\$ 2,540.08
1/31/2050	\$ 1,127.82	\$ 45.11	\$ 939.85	\$ 44.64	\$ 5.64	\$ 360.19	\$ 2,523.25
Total	\$ 18,383.46	\$ 12,607.33	\$ 14,736.84	\$ 12,364.29	\$ 1,587.78	\$ 10,085.26	\$ 69,764.96

¹ Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

² Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.25% rate.

³ \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Consideration to approve Resolution 2022-29, 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 2022-29 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 September 6, 2022.

Origination: Community Development Department

Recommendation:

Staff recommends approving Resolution 2022-29 and calling for the Public Hearing on September 6, 2022.

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

FUNDING (IF APPLICABLE)

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

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

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

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

RESOLUTION NO. 2022-29

**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, 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; and

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 Improvement Area #1 within the District (the "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 Improvements within the District; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the cost of an 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 Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the District that states the assessment for the 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 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**

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 September 6, 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 August 1, 2022 meeting of the City Council.

PASSED, APPROVED, AND RESOLVED this 1st day of August 2022.

Lori Klein-Quinn
Mayor

ATTEST:

Doris Speer
City Secretary

Wood Leaf Reserve Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

AUGUST 1, 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.

“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, 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 one or more ordinance(s), 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(s) 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 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 effective January 18, 2021, as may be amended.

“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” means 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” means 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 33.4418 acres located within the District, as described in **Exhibit A-2** and more specifically detailed on **Exhibit B-2**.

“Improvement Area #1 2022 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 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.

“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 for Improvement Area #1 Assessed Property included in this Service and Assessment Plan as **Exhibit F**.

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

“Indenture” means one or more Indenture(s) 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 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 Improvement Area #1 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 Major Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, 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.

- *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 \$6,309,452 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 \$4,435,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ($\geq \$6,309,452$) 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 (\$4,435,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance, the property owners within Improvement Area #1 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 property owners within Improvement Area #1 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 Improvement Area #1 Assessments shall bear interest at the rate of the Improvement Area #1 Bonds plus additional interest. 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.

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 Owner must partially prepay the Assessment for each Assessed Property that exceeds 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 Improvement Area #1 Project not being constructed, the Actual Costs of completed Improvement Area #1 Projects are less than the Improvement Area #1 Assessments, (i) in the event PID Bonds are not issued, the Improvement Area #1 Assessments and the Reimbursement Obligation shall be reduced on a pro-rata basis such that the sum of the resulting reduced Improvement Area #1 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 applicable series of PID Bonds, that are not expected to be used to pay costs of Improvement Area #1 Projects to be used to redeem outstanding PID Bonds, in accordance with the applicable Indenture.

The City Council may reduce the Improvement Area #1 Assessments and the Annual Installments for Assessed Property (1) in an amount that represents the Improvement Area #1 Projects 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 Improvement Area #1 Assessments for Assessed Property, such that the sum of the resulting reduced Improvement Area #1 Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds or Reimbursement Obligation, Additional Interest, and the Annual Collection Costs portion of the Improvement Area #1 Assessment, 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-Benefited 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 2022 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. 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:

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Maximum Assessment per Lot Type
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
Exhibit L	Notice of PID Assessment Termination
Exhibit M	Improvement Area #1 Plat
Exhibit N-1	Lot Type 1 Buyer Disclosure
Exhibit N-2	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. S551096, 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. Pillot Survey
Abstract No. 632

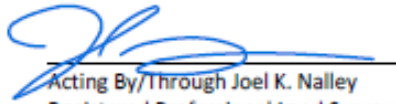
8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

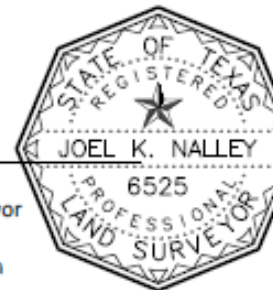
THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

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

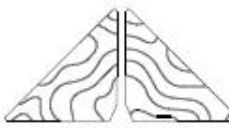


12/17/2021

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 <small>TYPE REGISTRATION NUMBER F-18141 2445 TECHNOLOGY FOREST BLVD, SUITE 200 THE WOODLANDS, TX 77381 832-629-2206</small>		
DATE	REVISION	APP
SITE LOCATION MAP		
01 OF 08		

ELEVATION LAND SOLUTIONS - WOOD LEAF

EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

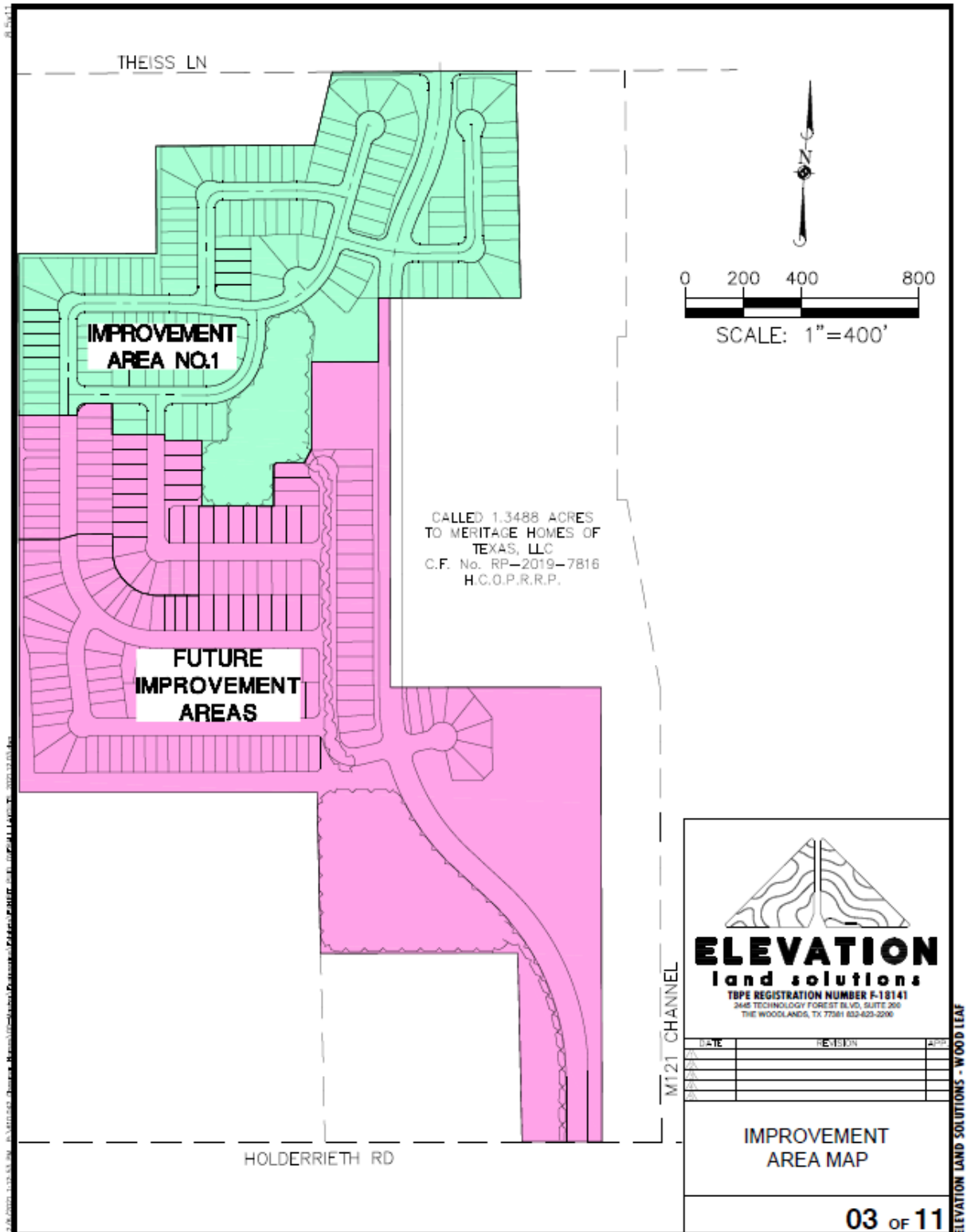


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]		Improvement Area #1		Future Improvement Areas [b]	
			%	Costs	%	Cost
Improvement Area #1 Improvements						
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%	-	
	<u>\$ 4,474,506</u>		<u>\$ 4,474,506</u>		<u>\$ -</u>	
Major Improvements						
Wastewater	263,685	41.27%	108,830	58.73%	154,855	
Detention, Clearing and Grubbing	1,553,026	41.27%	640,976	58.73%	912,050	
Soft Costs	690,431	41.27%	284,960	58.73%	405,471	
	<u>\$ 2,507,142</u>		<u>\$ 1,034,766</u>		<u>\$ 1,472,376</u>	
Improvement Area #1 2022 Bond Issuance Costs						
Debt Service Reserve Fund	\$ 317,445	100.00%	\$ 317,445	0.00%	\$ -	
Underwriter Discount	133,050	100.00%	133,050	0.00%	-	
Cost of Issuance	304,685	100.00%	304,685	0.00%	-	
	<u>\$ 755,180</u>		<u>\$ 755,180</u>		<u>\$ -</u>	
First Year Annual Collection Costs						
First Year Annual Collection Costs	45,000	100.00%	45,000	0.00%	-	
	<u>\$ 45,000</u>		<u>\$ 45,000</u>		<u>\$ -</u>	
Total	\$ 7,781,828		\$ 6,309,452		\$ 1,472,376	

Notes:

[a] Costs were determined by the Engineer's Opinion of Probable Cost prepared by Elevation Land Solutions dated November 2021.

[b] Future Improvement Area Cost will be updated upon determination.

EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #1 2022 Bonds</i>						
Principal		\$ 82,000	\$ 67,000	\$ 71,000	\$ 74,000	\$ 78,000
Interest		235,178	250,298	246,445	242,363	238,108
	(1)	\$ 317,178	\$ 317,298	\$ 317,445	\$ 316,363	\$ 316,108
Annual Collection Costs	(2)	\$ 45,900	\$ 46,818	\$ 47,754	\$ 48,709	\$ 49,684
Additonal Interest	(3)	\$ 22,175	\$ 21,765	\$ 21,430	\$ 21,075	\$ 20,705
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 385,253	\$ 385,881	\$ 386,629	\$ 386,147	\$ 386,496

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Future Improvement Area ^[a]	Total
Sources of Funds			
Improvement Area #1 Bond Par	\$ 4,435,000	\$ -	\$ 4,435,000
Owner Contribution	1,874,452	1,472,376	3,346,828
Total Sources	\$ 6,309,452	\$ 1,472,376	\$ 7,781,828
Uses of Funds			
<i>Improvement Area #1 Projects</i>			
Improvement Area #1 Improvements	\$ 4,474,506	\$ -	\$ 4,474,506
Major Improvements	1,034,766	1,472,376	2,507,142
	\$ 5,509,272	\$ 1,472,376	\$ 6,981,648
<i>Improvement Area #1 2022 Bond Issuance Costs</i>			
Debt Service Reserve Fund	\$ 317,445	\$ -	\$ 317,445
Underwriter Discount	133,050	-	133,050
Cost of Issuance	304,685	-	304,685
	\$ 755,180	\$ -	\$ 755,180
<i>First Year Annual Collection Costs</i>			
First Year Annual Collection Costs	\$ 45,000	\$ -	\$ 45,000
	\$ 45,000	\$ -	\$ 45,000
Total Uses	\$ 6,309,452	\$ 1,472,376	\$ 7,781,828

Notes:

^[a] 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	Principal	Interest	Additional Interest	Annual Collection Costs [b]	Annual Installment Due 1/31/23
TBD ^a	Block 1 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 8	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 9	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 10	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 11	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 12	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 13	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 14	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 15	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 16	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 17	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 18	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 19	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 20	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 21	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 3 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 3 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 8	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 9	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 10	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02

Notes:

[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.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

Property ID	Legal Description	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Annual Collection Costs [b]	Annual Installment Due 1/31/23
TBD ^a	Block 4 Lot 11	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 12	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 13	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 14	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 15	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 16	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 17	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 18	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 19	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 20	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 21	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 22	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 23	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 24	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 25	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 26	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 27	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 28	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 29	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 30	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 31	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 32	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 33	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 34	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 35	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 36	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 37	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 38	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 39	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 40	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 41	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 42	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 43	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 44	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 45	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 46	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 47	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 48	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 49	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 50	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56

Notes:

[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.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

Property ID	Legal Description	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Annual Collection Costs [b]	Annual Installment Due 1/31/23
TBD ^a	Block 4 Lot 51	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 52	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 53	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 5	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 6	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 7	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 8	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 9	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 10	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 11	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 12	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 13	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 14	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 15	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 16	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 17	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 18	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 8	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 9	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 10	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 11	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 12	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 13	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 14	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 15	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 16	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 17	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 18	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 19	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56

Notes:

[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.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

Property ID	Legal Description	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Annual Collection Costs [b]	Annual Installment Due 1/31/23
TBD ^a	Block 6 Lot 20	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 21	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 22	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Park	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Lake/Detention	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 4,435,000.00	\$ 82,000.00	\$ 235,178.19	\$ 22,175.00	\$45,900.00	\$ 385,253.19

Notes:

[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.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

EXHIBIT G – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #1 2022 Bonds			Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest [b]		
1/31/2023	82,000.00	235,178.19	22,175.00	45,900.00	385,253.19
1/31/2024	67,000.00	250,297.50	21,765.00	46,818.00	385,880.50
1/31/2025	71,000.00	246,445.00	21,430.00	47,754.36	386,629.36
1/31/2026	74,000.00	242,362.50	21,075.00	48,709.45	386,146.95
1/31/2027	78,000.00	238,107.50	20,705.00	49,683.64	386,496.14
1/31/2028	82,000.00	233,622.50	20,315.00	50,677.31	386,614.81
1/31/2029	86,000.00	228,907.50	19,905.00	51,690.86	386,503.36
1/31/2030	90,000.00	223,962.50	19,475.00	52,724.67	386,162.17
1/31/2031	95,000.00	218,787.50	19,025.00	53,779.17	386,591.67
1/31/2032	100,000.00	213,325.00	18,550.00	54,854.75	386,729.75
1/31/2033	105,000.00	207,575.00	18,050.00	55,951.84	386,576.84
1/31/2034	110,000.00	201,537.50	17,525.00	57,070.88	386,133.38
1/31/2035	116,000.00	195,212.50	16,975.00	58,212.30	386,399.80
1/31/2036	122,000.00	188,542.50	16,395.00	59,376.54	386,314.04
1/31/2037	129,000.00	181,527.50	15,785.00	60,564.08	386,876.58
1/31/2038	135,000.00	174,110.00	15,140.00	61,775.36	386,025.36
1/31/2039	143,000.00	166,347.50	14,465.00	63,010.86	386,823.36
1/31/2040	150,000.00	158,125.00	13,750.00	64,271.08	386,146.08
1/31/2041	158,000.00	149,500.00	13,000.00	65,556.50	386,056.50
1/31/2042	167,000.00	140,415.00	12,210.00	66,867.63	386,492.63
1/31/2043	176,000.00	130,812.50	11,375.00	68,204.99	386,392.49
1/31/2044	186,000.00	120,692.50	10,495.00	69,569.09	386,756.59
1/31/2045	196,000.00	109,997.50	9,565.00	70,960.47	386,522.97
1/31/2046	207,000.00	98,727.50	8,585.00	72,379.68	386,692.18
1/31/2047	219,000.00	86,825.00	7,550.00	73,827.27	387,202.27
1/31/2048	231,000.00	74,232.50	6,455.00	75,303.82	386,991.32
1/31/2049	244,000.00	60,950.00	5,300.00	76,809.89	387,059.89
1/31/2050	257,000.00	46,920.00	4,080.00	78,346.09	386,346.09
1/31/2051	272,000.00	32,142.50	2,795.00	79,913.01	386,850.51
1/31/2052	287,000.00	16,502.50	1,435.00	81,511.27	386,448.77
Total	\$ 4,435,000.00	\$ 4,871,690.69	\$ 425,350.00	\$ 1,862,074.84	\$11,594,115.53

[a] Interest is calculated at a 5.75% rate, actual rate will be determined at the time Improvement Area #1 2022 Bonds are issued.

[b] Additional Interest is calculated at a 0.50% rate.

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

EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

Improvement Area #1				
Lot Type	Units	Total Assessment	Maximum Assessment	
			per	Lot Type
1	66	\$ 2,253,191.04	\$34,139.26 per Unit	
2	57	\$ 2,181,808.96	\$38,277.35 per Unit	
Total		\$ 4,435,000.00		

EXHIBIT I – CONCEPT PLAN

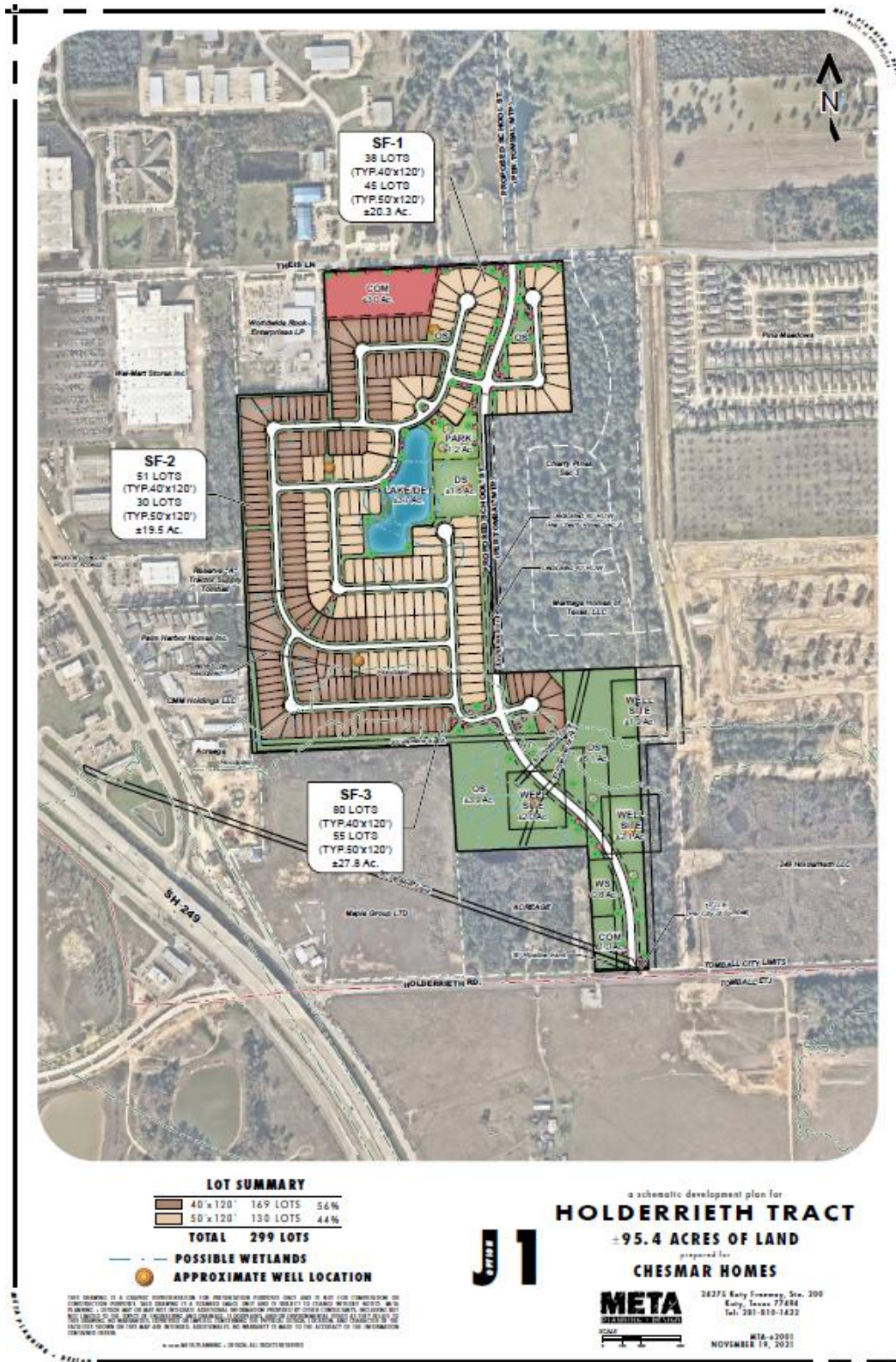
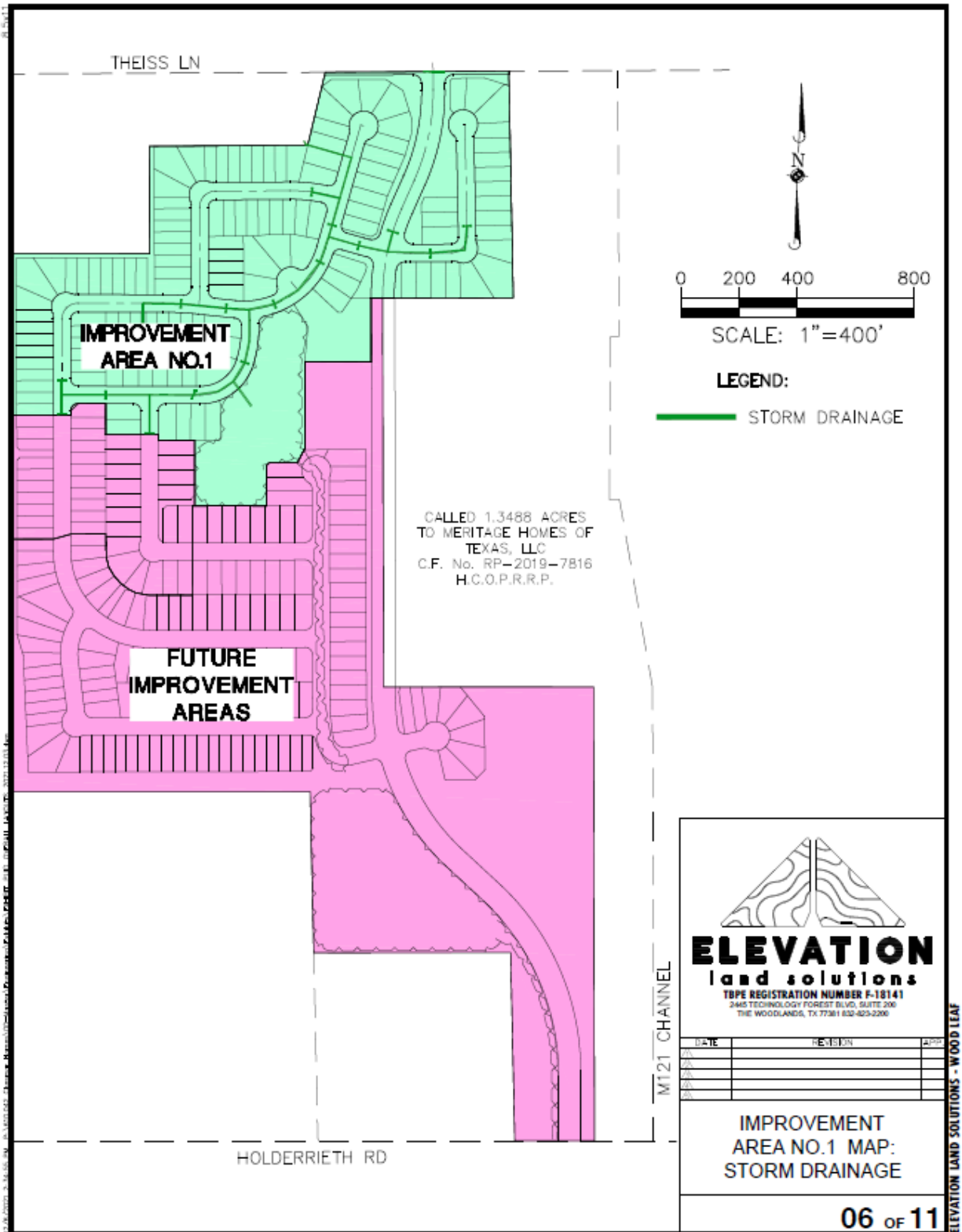
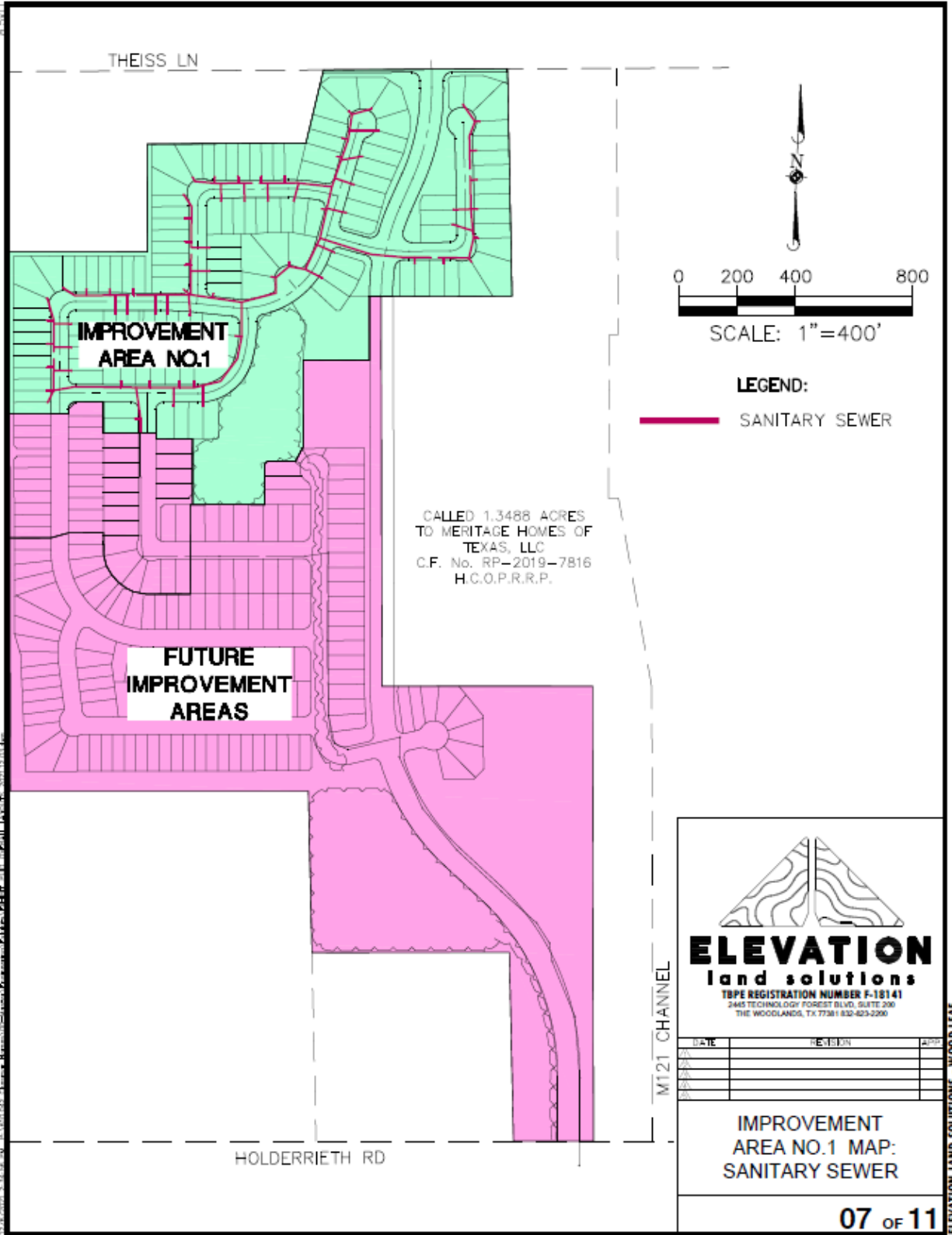
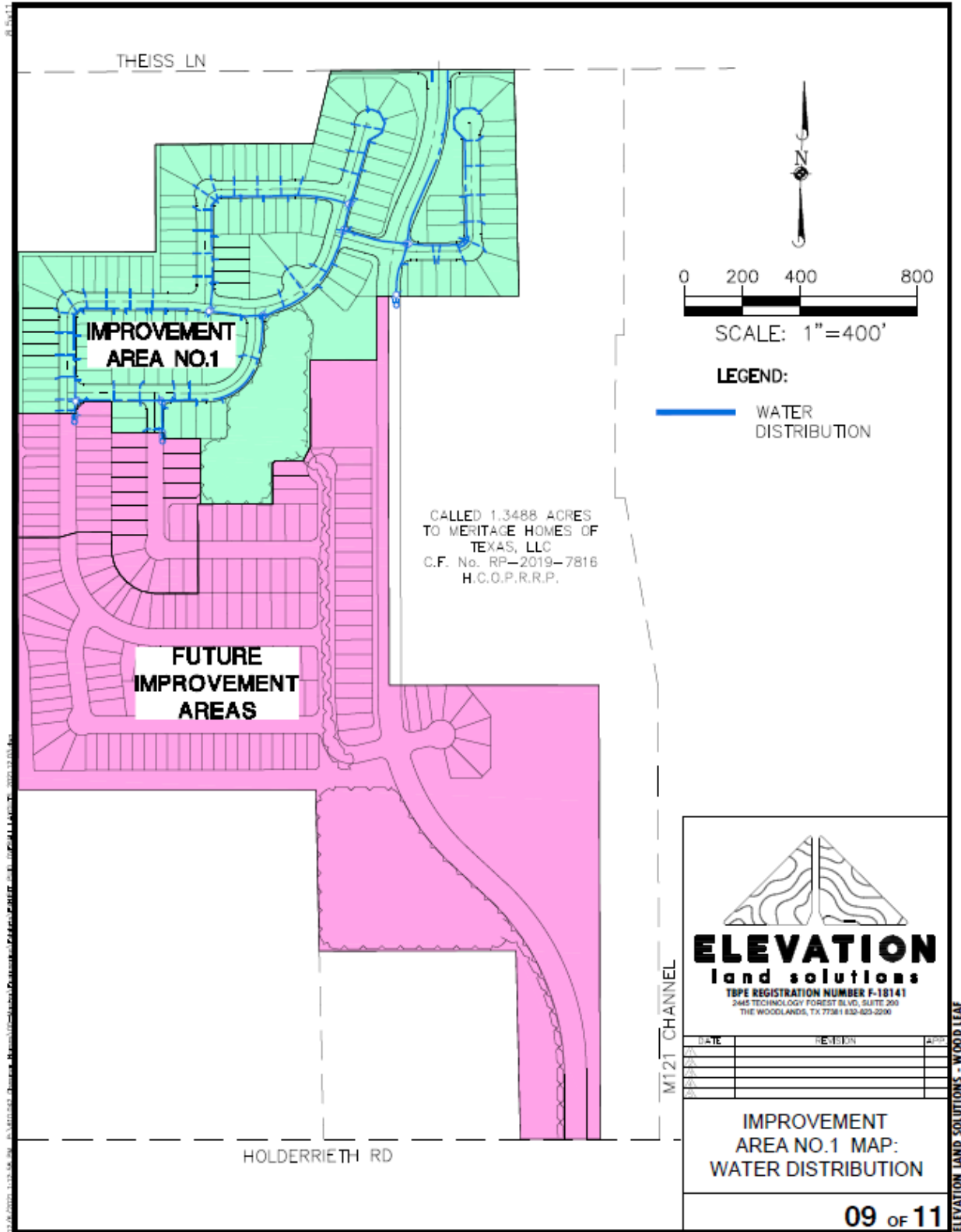
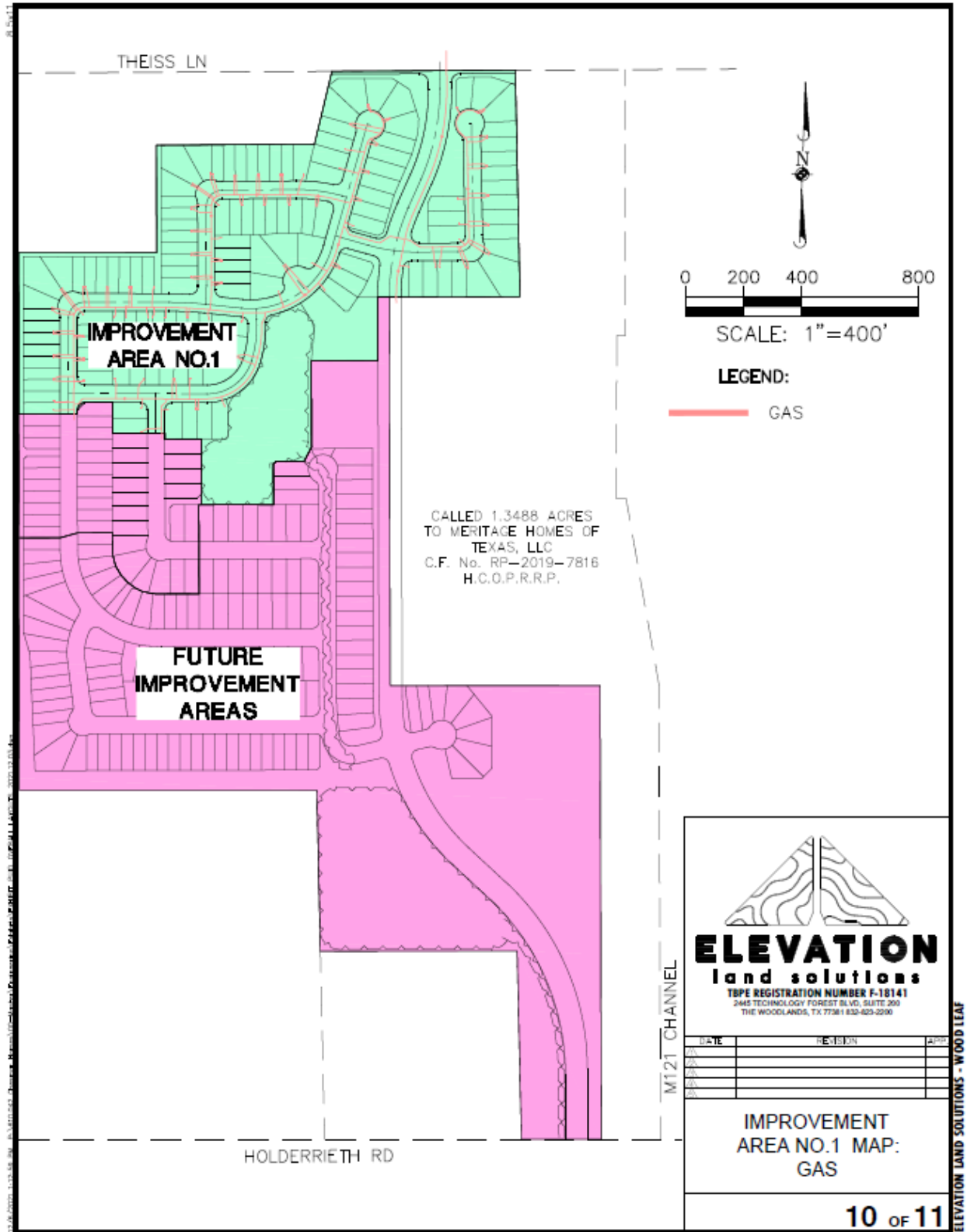


EXHIBIT J-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS









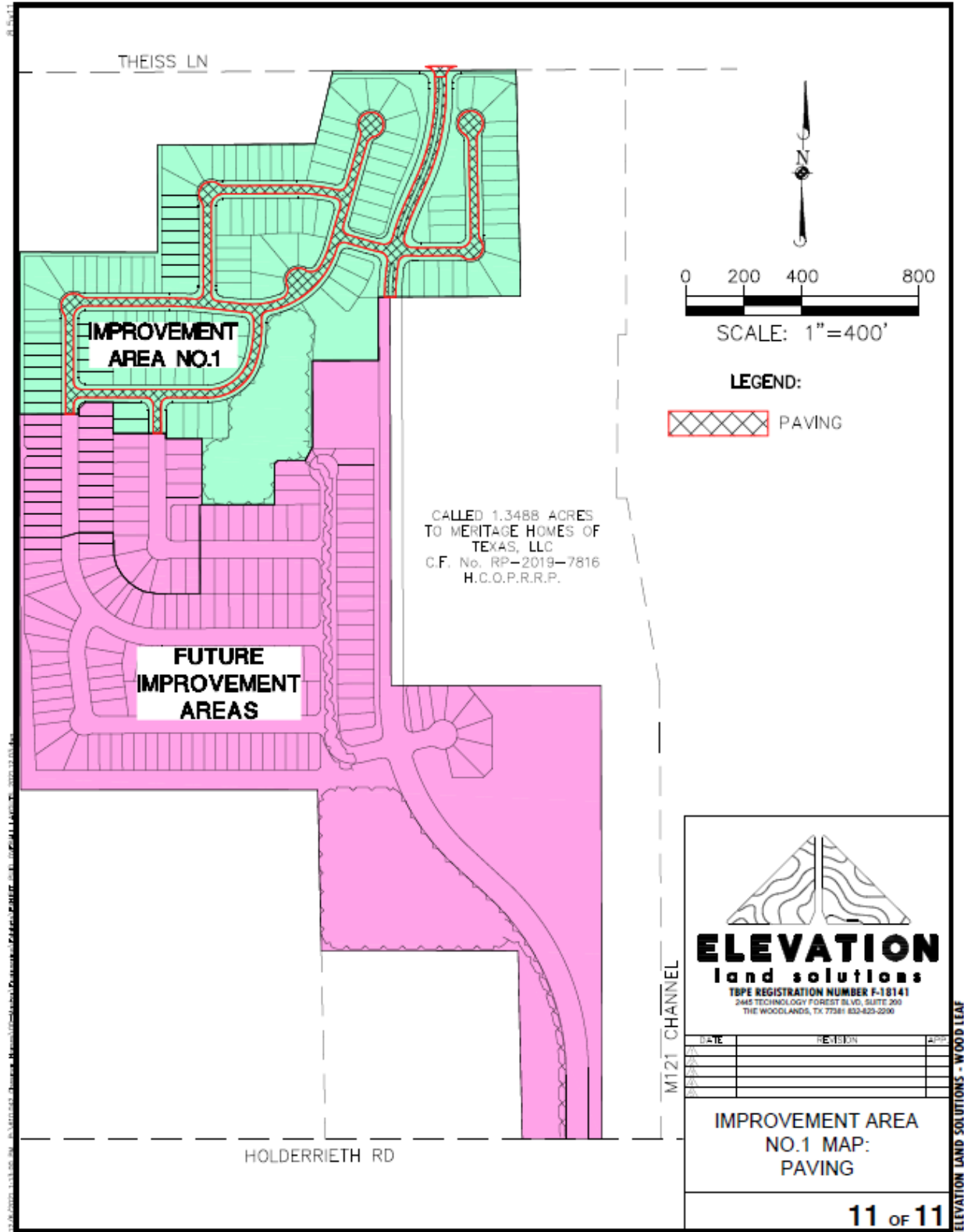
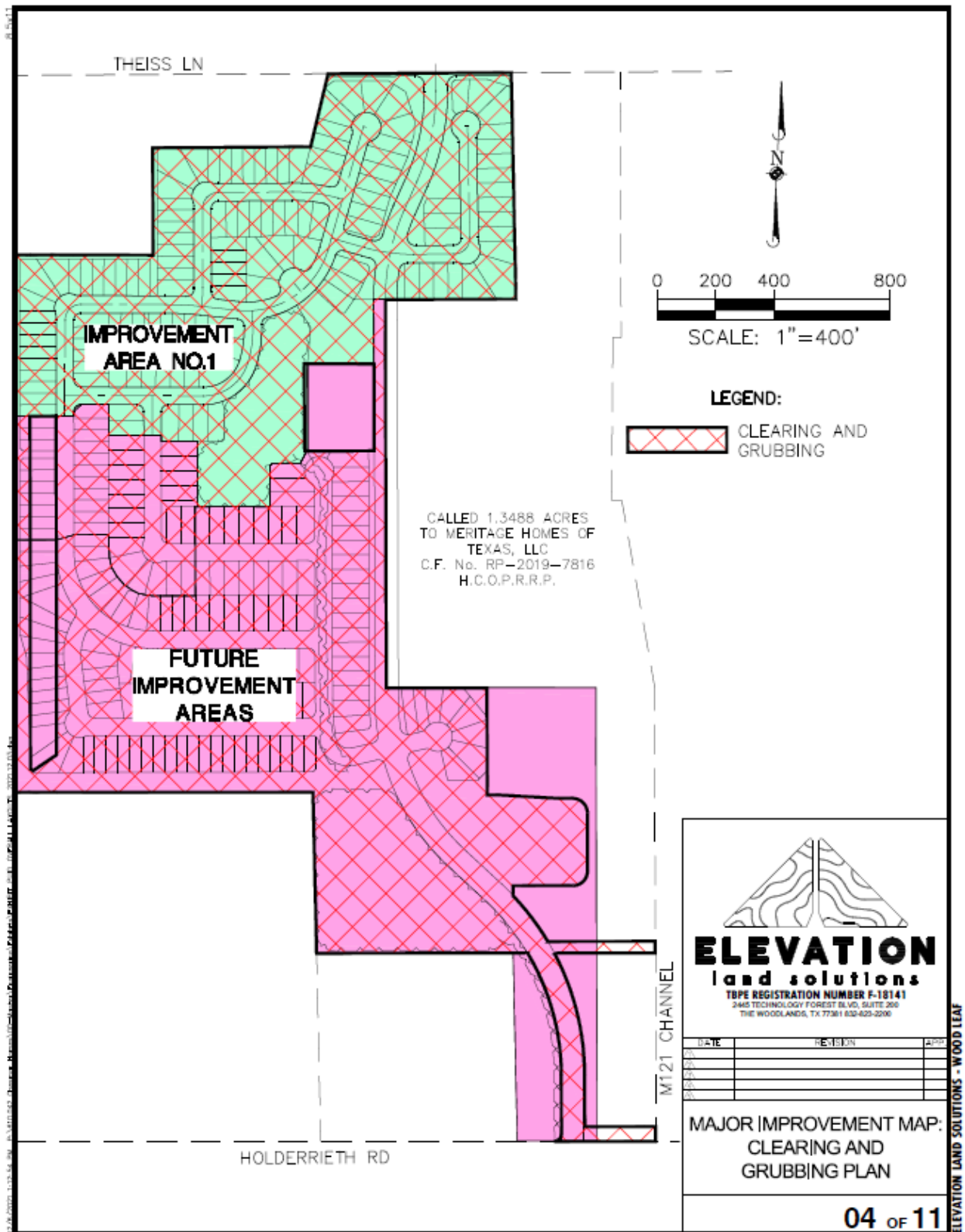


EXHIBIT J-2 – MAPS OF MAJOR IMPROVEMENTS



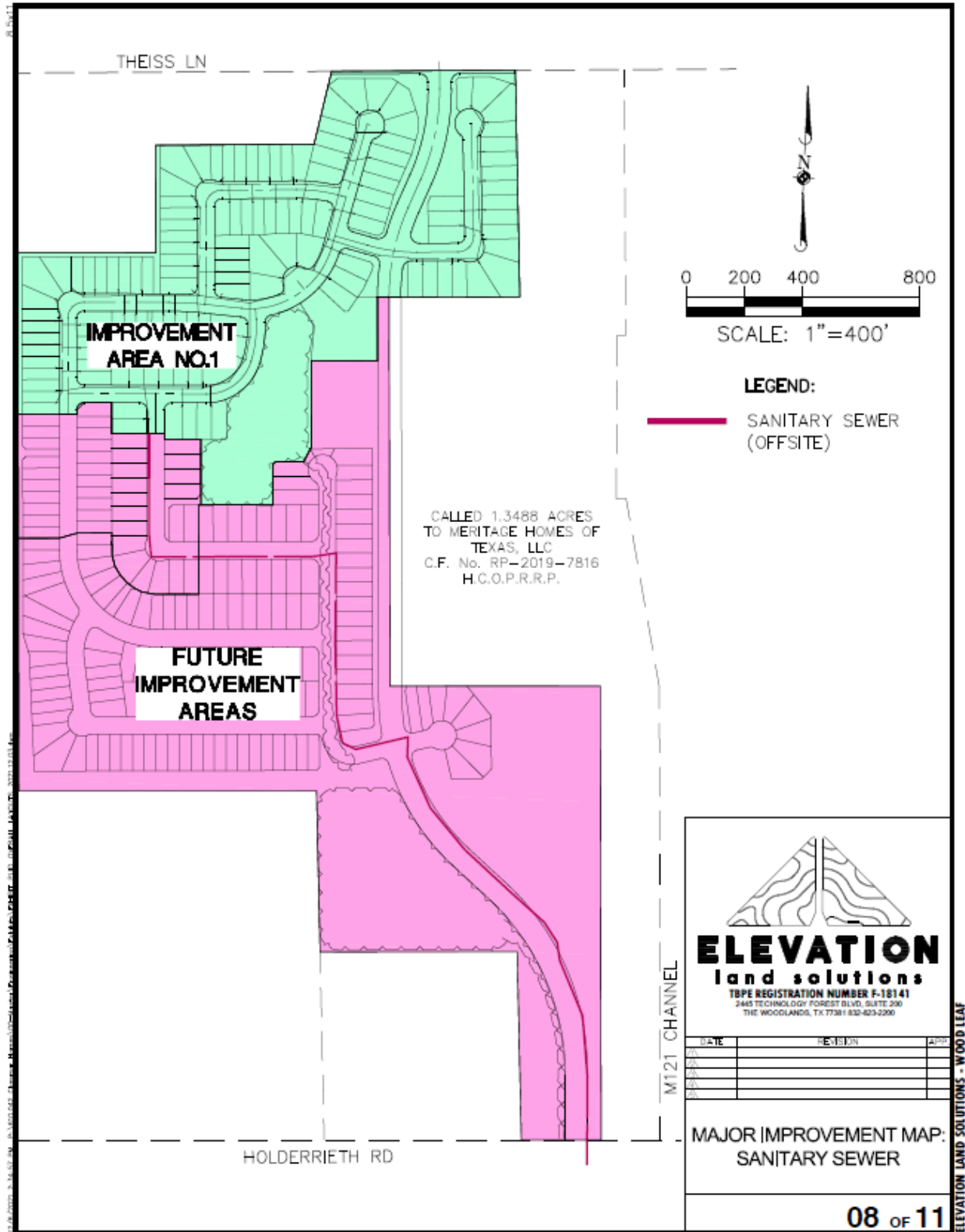


EXHIBIT K – ESTIMATED BUILDOUT VALUE

				Estimated	Total Estimated	% of Estimated
Units				Buildout Value	Buildout Value	Buildout Value
Improvement Area #1						
40'	66	lots	\$	330,000	\$ 21,780,000	41.27%
50'	57	lots	\$	370,000	\$ 21,090,000	
					\$ 42,870,000	
Future Improvement Areas						
40'	103	lots	\$	330,000	\$ 33,990,000	58.73%
50'	73	lots	\$	370,000	\$ 27,010,000	
					\$ 61,000,000	
					\$ 103,870,000	100.00%

EXHIBIT L – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[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	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
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:

EXHIBIT M – IMPROVEMENT AREA #1 PLAT



[illegible]

Ice Area Table Sheet 1		
Rowed #	WV (Sq Ft)	Area (sq)
1	8988.13	0.58
2	7848.48	0.50
3	7876.42	0.50
4	7870.87	0.50
5	8274.17	0.54
6	8276.00	0.54
7	7454.12	0.47

Ice Area Table Sheet 2		
Rowed #	Area (Sq Ft)	Area (sq)
1	6000.88	0.37
2	8185.81	0.52

Parameter	Area (km ²)	Area (km ²)	Area (km ²)
1	0.017	0.017	0.017
2	0.018	0.018	0.018
3	0.019	0.019	0.019
4	0.020	0.020	0.020
5	0.021	0.021	0.021
6	0.022	0.022	0.022
7	0.023	0.023	0.023
8	0.024	0.024	0.024
9	0.025	0.025	0.025
10	0.026	0.026	0.026
11	0.027	0.027	0.027
12	0.028	0.028	0.028
13	0.029	0.029	0.029
14	0.030	0.030	0.030
15	0.031	0.031	0.031
16	0.032	0.032	0.032
17	0.033	0.033	0.033
18	0.034	0.034	0.034
19	0.035	0.035	0.035
20	0.036	0.036	0.036
21	0.037	0.037	0.037
22	0.038	0.038	0.038
23	0.039	0.039	0.039
24	0.040	0.040	0.040
25	0.041	0.041	0.041
26	0.042	0.042	0.042
27	0.043	0.043	0.043
28	0.044	0.044	0.044
29	0.045	0.045	0.045
30	0.046	0.046	0.046

Lottery Tables Block 4		
Player's ID	Amount (\$)	Amount (\$)
31	5000.00	5.00
32	5000.00	5.00
33	5000.00	5.00
34	5000.00	5.00
35	5000.00	5.00
36	5000.00	5.00
37	5000.00	5.00
38	5000.00	5.00
39	5000.00	5.00
40	5000.00	5.00
41	5000.00	5.00
42	5000.00	5.00
43	5000.00	5.00
44	5000.00	5.00
45	5000.00	5.00
46	5000.00	5.00
47	5000.00	5.00
48	5000.00	5.00
49	5000.00	5.00
50	5000.00	5.00
51	5000.00	5.00
52	5000.00	5.00
53	5000.00	5.00

LOT Area Table Book 1		
Parcel #	Area (Ac.)	Area (Sq. Ft.)
1	8780.00	
2	8938.00	
3	11903.33	
4	9744.20	
5	9189.32	
6	8388.00	
7	8888.00	
8	8388.00	
9	8189.22	
10	8388.00	
11	9088.00	
12	9088.00	
13	9088.00	
14	9088.00	
15	9088.00	
16	9088.00	
17	9088.00	
18	9088.00	

Lof Area Table Block 2	
Parameter	Area (Sq. Ft.)
1.	8330.03
2.	7350.63
3.	12811.36
4.	3785.07
5.	4035.58
6.	4056.00
7.	5980.50
8.	7186.26
9.	5526.81
10.	4918.91
11.	4915.87
12.	4922.81
13.	4627.86
14.	9129.20
15.	5134.38
16.	3680.80
17.	5650.88
18.	5636.03
19.	5636.33
20.	5881.42
21.	5214.66
22.	5619.85

OFFICE OF
TERRITORIAL RECORDS
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDED IN COUNTY CLERK

FILE CODE: 30421
 100% Leaflet Release (OPTION - FULL PLAT)
 TOTAL PAGE: 2 OF 6 (1/2015)
 SCAN2015 Campus 00000

WOOD LEAF RESERVE
SECTION 1
FINAL PLAT

A SUBDIVISION OF 33.4418 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

480 WILDMERE FOREST DR., SUITE 300
SPRING, TEXAS 77380
281-632-0907



ENGINEERING
CONSULTING

ENGINEERING CONSULTING
 ENGINEERING CONSULTING, INC., 10000 W. 10TH AVE., SUITE 100, DENVER, CO 80231
 (303) 751-1000, FAX (303) 751-1001
 WWW.ENGCONSULTING.COM

— 207 —

STATE OF TEXAS
COUNTY OF HARRIS

WE, CHEMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, HEREBY BY AND THROUGH DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, OWNED IN TWO SECTIONS AFTER REFERRED TO AS DONOR OWNER ONE OR MORE OF THE 3.33 ACRES TRACT LOCATED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SECTION 1, AS SHOWN MAP AND ESTABLISH AND SUPERVISION OF SAID PROPERTY ACCORDING TO ALL LEGAL DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL ERECTIONS, ALLIES, WATERCOURSES, DRAINAGE, EASEMENTS, AND PUBLIC PLACES BOUND THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO INDEMNIFY AND FOREVER SECURE THE TITLE TO THE LAND SO DEDICATED.

FURTHER, DONORS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNDISTURBED EASEMENT, THE 50 FEET IN WIDTH FROM A PLANE PERPENDICULAR TO THE ADJACENT SIDE LINE OF THE ADJACENT TRACT, LOCATED AS SHOWN ON THE PLAT, TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH NEARLY IDENTICAL (S.A. & A.S.) AS INDICATED AND DEDICATED HEREON.

ADDITIONAL, DONORS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 10 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL EXISTING DRENCHES, DITCHES, DRAINS, DRAINAGE, OR OTHER NATURAL DRAINAGE COURSES LOCATED AND SHOWN UPON SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, DRAINING 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, DONORS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND HEREON TO ANY DRAINAGE EASEMENT, DITCH, DRAIN, OR NATURAL DRAINAGE COURSE SHALL BE MAINTAINED 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 DIRECTLY INTO THIS DRAINAGE, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, CHEMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, WHOSE SIGNATURE, AND ITS COMPANY SEAL, HEREBY BEING.

THIS 4 DAY OF JANUARY, 2021

CHEMAR HOMES, LLC
A TEXAS LIMITED LIABILITY COMPANY

By Donald P. Klein
DONALD P. KLEIN
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARING DONALD P. KLEIN, CHIEF EXECUTIVE OFFICER, CHEMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND KNOWN TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.



WITNESSED MY HAND AND SEAL OF OFFICE, THIS
4 DAY OF JANUARY, 2021
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 2/16/2024

I, PAUL R. BRIDGEMAN, AM AUTHORIZED (OR REGISTERED) UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBMISSION IS TRUE AND ACCURATE, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION OR BY ME, 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 IRON NAILS 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 BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

PAUL R. BRIDGEMAN
TEXAS REGISTRATION NO. 5677

I, TONISHA HUGGINS, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON April 14, 2021 AT 9:10 O'CLOCK P.M. AND DULY RECORDED ON April 16, 2021 AT 8:55 O'CLOCK A.M. AND AT FILE CODE NUMBER 67366 OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HEATON, THE DAY AND DATE LAST ABOVE WRITTEN

TONISHA HUGGINS
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY Tonisha Huggins
COUNTY CLERK



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 LAWS OF THE STATE OF TEXAS, AND THE COMMISSION OF THE CITY OF TOMBALL HAS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 4th DAY OF April, 2021.

Chandra J. J. J.
SARGENT AT LAW
CHAIRMAN

Donna J. J.
SARGENT AT LAW
VICE CHAIRMAN

OFFICE OF
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK

PLAT NO. 1
BOOK 10000 SECTION 1, FINAL PLAT
FILE NO. 67366
SCANNED/FILED NAME:
2021 04 14

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: CHEMAR HOMES, LLC
A TEXAS LIMITED LIABILITY COMPANY
4801 RICHMOND FORTRESS DR., SUITE 100
SPRING, TEXAS 77380
281-832-8897

ENGINEER/
SURVEYOR:



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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$34,139.26

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.

¹ 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]²

² 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]³

³ 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]⁴

⁴ 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

Lot Type 1 - Improvement Area #1 2022 Bonds						
Installments Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Total Installment
1/31/2023	631.21	1,810.33	-	170.70	353.32	2,965.56
1/31/2024	515.75	1,926.71	-	167.54	360.39	2,970.39
1/31/2025	546.54	1,897.06	-	164.96	367.60	2,976.15
1/31/2026	569.63	1,865.63	-	162.23	374.95	2,972.44
1/31/2027	600.42	1,832.88	-	159.38	382.45	2,975.13
1/31/2028	631.21	1,798.35	-	156.38	390.10	2,976.04
1/31/2029	662.00	1,762.06	-	153.22	397.90	2,975.18
1/31/2030	692.79	1,723.99	-	149.91	405.86	2,972.56
1/31/2031	731.28	1,684.16	-	146.45	413.98	2,975.86
1/31/2032	769.77	1,642.11	-	142.79	422.25	2,976.93
1/31/2033	808.26	1,597.85	-	138.94	430.70	2,975.75
1/31/2034	846.75	1,551.37	-	134.90	439.31	2,972.34
1/31/2035	892.93	1,502.69	-	130.67	448.10	2,974.39
1/31/2036	939.12	1,451.34	-	126.20	457.06	2,973.73
1/31/2037	993.00	1,397.34	-	121.51	466.20	2,978.06
1/31/2038	1,039.19	1,340.24	-	116.54	475.53	2,971.50
1/31/2039	1,100.77	1,280.49	-	111.35	485.04	2,977.65
1/31/2040	1,154.65	1,217.20	-	105.84	494.74	2,972.43
1/31/2041	1,216.24	1,150.80	-	100.07	504.63	2,971.74
1/31/2042	1,285.51	1,080.87	-	93.99	514.73	2,975.10
1/31/2043	1,354.79	1,006.95	-	87.56	525.02	2,974.33
1/31/2044	1,431.77	929.05	-	80.79	535.52	2,977.13
1/31/2045	1,508.75	846.73	-	73.63	546.23	2,975.33
1/31/2046	1,593.42	759.97	-	66.08	557.16	2,976.64
1/31/2047	1,685.79	668.35	-	58.12	568.30	2,980.56
1/31/2048	1,778.17	571.42	-	49.69	579.67	2,978.94
1/31/2049	1,878.24	469.17	-	40.80	591.26	2,979.47
1/31/2050	1,978.31	361.18	-	31.41	603.08	2,973.97
1/31/2051	2,093.77	247.42	-	21.52	615.15	2,977.86
1/31/2052	2,209.24	127.03	-	11.05	627.45	2,974.76
Total	\$ 34,139.26	\$ 37,500.77	\$ -	\$ 3,274.21	\$ 14,333.68	\$ 89,247.92

[a] Interest is calculated at a 5.75% rate, actual rate will be determined at the time Improvement Area #1 2022 Bonds are issued.

[b] Additional Interest is calculated at a 0.50% rate.

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

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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$38,277.35

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.

¹ 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]²

² 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]³

³ 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]⁴

⁴ 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

Lot Type 2 - Improvement Area #1 2022 Bonds						
Installments Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Total Installment
1/31/2023	707.72	2,029.76	-	191.39	396.15	3,325.02
1/31/2024	578.26	2,160.25	-	187.85	404.07	3,330.44
1/31/2025	612.78	2,127.00	-	184.96	412.16	3,336.90
1/31/2026	638.68	2,091.77	-	181.89	420.40	3,332.74
1/31/2027	673.20	2,055.04	-	178.70	428.81	3,335.75
1/31/2028	707.72	2,016.34	-	175.33	437.38	3,336.77
1/31/2029	742.24	1,975.64	-	171.79	446.13	3,335.81
1/31/2030	776.77	1,932.96	-	168.08	455.05	3,332.87
1/31/2031	819.92	1,888.30	-	164.20	464.15	3,336.57
1/31/2032	863.07	1,841.15	-	160.10	473.44	3,337.77
1/31/2033	906.23	1,791.53	-	155.78	482.91	3,336.45
1/31/2034	949.38	1,739.42	-	151.25	492.56	3,332.62
1/31/2035	1,001.17	1,684.83	-	146.51	502.42	3,334.92
1/31/2036	1,052.95	1,627.26	-	141.50	512.46	3,334.18
1/31/2037	1,113.37	1,566.72	-	136.24	522.71	3,339.03
1/31/2038	1,165.15	1,502.70	-	130.67	533.17	3,331.69
1/31/2039	1,234.20	1,435.70	-	124.84	543.83	3,338.57
1/31/2040	1,294.61	1,364.74	-	118.67	554.71	3,332.73
1/31/2041	1,363.66	1,290.30	-	112.20	565.80	3,331.95
1/31/2042	1,441.33	1,211.89	-	105.38	577.12	3,335.72
1/31/2043	1,519.01	1,129.01	-	98.17	588.66	3,334.85
1/31/2044	1,605.32	1,041.67	-	90.58	600.43	3,338.00
1/31/2045	1,691.63	949.36	-	82.55	612.44	3,335.98
1/31/2046	1,786.56	852.09	-	74.09	624.69	3,337.44
1/31/2047	1,890.13	749.36	-	65.16	637.18	3,341.84
1/31/2048	1,993.70	640.68	-	55.71	649.93	3,340.02
1/31/2049	2,105.90	526.04	-	45.74	662.93	3,340.61
1/31/2050	2,218.10	404.95	-	35.21	676.19	3,334.45
1/31/2051	2,347.56	277.41	-	24.12	689.71	3,338.81
1/31/2052	2,477.02	142.43	-	12.39	703.50	3,335.34
Total	\$ 38,277.35	\$ 42,046.32	\$ -	\$ 3,671.09	\$ 16,071.09	\$ 100,065.84

[a] Interest is calculated at a 5.75% rate, actual rate will be determined at the time Improvement Area #1 2022 Bonds are issued.

[b] Additional Interest is calculated at a 0.50% rate.

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

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

Consideration to award contract for bid number 2022-08 for the S. Persimmon asphalt overlay to Hayden Paving, Inc. for a total amount of \$171,440.00.

Background:

Staff completed an evaluation of S. Persimmon Street to determine the best course of action for needed repairs to the street from south of Lizzie Lane extending south to Agg Road at the intersection tie-in. Following the evaluation it was determined that mill and overlay with removal of existing manholes located within the road would be the best course of action.

In an effort to obtain the most favorable pricing, sealed bids were solicited for the completion of the project. Bid packets were available at the City Administration Building or could be electronically delivered by request. A total of seven (7) vendors received information on the bed specifications, of which three (3) qualifying bids were received.

The lowest responsible bidder was determined to be Hayden Paving, Inc. for a total bid of \$171,440.00, for all work identified in the bid specifications.

Origination: Public Works Department

Recommendation:

Staff recommends awarding the contract to Hayden Paving, Inc. in the amount of \$171,440.00.

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

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: #100-154-6207

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

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

Bid No. 2022-08 - S. Persimmon Asphalt Overlay		Bidder No. 1	Bidder No. 2	Bidder No. 3
Base Price Table		Hayden Paving	AAA Asphalt Paving Inc	B & Constructors, LP
Item	Description	Total	Total	Total
1	Demo Concrete: Remove existing 4' x 4' concrete and lower 17 existing 36" manholes on S. Persimmon. Place and compact 6" of Black Base.	\$25,500.00	\$31,000.00	\$65,675.00
2	Profile Mill: Mill 0.5" to 1.5" prior to paving of S. Persimmon Street, beginning at the tie-in south of Lizzie Lane and extending south to Agg Road to the intersection tie-in. Work to include all cleaning, sweeping, and hauling off any spoils.	\$12,500.00	\$28,810.00	\$89,208.00
3	Overlay: Apply SS-1 tack coat at 0.05 to 0.15 gal/sq., place and compact 2" of type 'D' HMA on existing asphalt pavement. Work to include all cleaning, sweeping, application of tack coat per specifications, and compaction of asphalt to approximate 95% Standard Proctor Density.	\$129,940.00	\$133,246.25	\$201,957.00
4	Traffic Control: A traffic control plan will be required for S. Persimmon as this is a highly utilized road	\$3,500.00	\$14,405.00	\$22,300.00
	Total Bid with proposed Additional Work	\$171,440.00	\$207,461.25	\$379,140.00

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

Consideration to award contract for bid number 2022-07 for the replacement of Slide Gate at the North and South Wastewater Treatment Plants to Hassell Construction Group, LLC. for a total amount of \$158,000.00.

Background:

Following the Critical Needs Assessment that was completed in 2015, staff is continuing to implement portions of the recommended improvements and repairs at both the North and South Wastewater Treatment Plants. Staff has identified the slide gates in the chlorine contact basins as the next critical component requiring replacement. Freese and Nichols, Inc., or consultant engineer, derived the specifications required for proper installation to ensure minimum disruption to plant operations.

In an effort to obtain the most favorable pricing, sealed bids were solicited for the completion of the project. Bid packets were available at the City Administration Building or could be electronically delivered by request. A total of thirteen (13) vendors received information on the bed specifications, of which one (1) qualifying bids was received.

The lowest responsible bidder was determined to be Hassell Construction Group, LLC. for a total bid of \$158,000.00, for all work identified in the bid specifications.

Origination: Public Works Department

Recommendation:

Staff recommends awarding the contract to Hassell Construction Group, LLC. in the amount of \$158,000.00.

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

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: #600-614-6409

From account #	To account #	Amount
If no, funds will be transferred from account #		

Signed	Meagan Mageo		Approved by		
	Staff Member	Date		City Manager	Date

Bid No. 2022-07 - Replacement of Slide Gates at North & South Wastewater Treatment Plant		Bidder No. 1 Hassell Construction Group, LLC Total
Base Price Table		
Item	Description	
1	Slide Gate Replacement - North Wastewater Treatment Plant (including all labor and material)	\$79,000.00
2	Slide Gate Replacement - South Wastewater Treatment Plant (including all labor and material)	\$79,000.00
	Total Bid with proposed Additional Work	\$158,000.00

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Consideration to approve a contract amendment to a professional services agreement with Freese & Nichols, Inc. for on-call GIS, planning, and engineering services for an amount of \$100,000 (contract total not to exceed amount of \$145,000).

Background:

The City entered into a professional services agreement with Freese & Nichols, Inc. (FNI) for on-call GIS, planning, and engineering services earlier this year to supplement City staff efforts due to vacancies in key positions, and to provide on-call services for water and wastewater modeling. Through this contract, FNI has also provided both on-site and off-site support to City staff, including full-time onsite interim City Engineer services. The total not-to-exceed amount of the original contract was \$45,000.

Due to continued vacancies in the Community Development Department and ongoing needs due to increased development, this contract amendment increases the total contract amount by \$100,000, for a total not-to-exceed amount of \$145,000. This increase ensures assistance can be provided until September 30, or until a full-time engineer is hired, and FNI can continue to provide supplemental on-call services for GIS updates and water and wastewater modeling.

Origination: Community Development Department

Recommendation:

Staff recommends approving the contract addendum with Freese & Nichols, Inc. totaling \$100,000.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-156-6304

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

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



PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #001

City of Tomball
401 Market Street
Tomball, Texas 77375

FNI Project: TMB22459
Client Contract:
Date: 7/20/2022

Project Name:	City of Tomball On-Call Services
Description of Services:	Extension of On-Call GIS, Planning & Engineering Services - See attachment SC.
Deliverables:	See attachment SC.
Schedule:	See attachment SC.
Compensation Type:	Not to Exceed Fee
Current Contract Amount:	\$45,000
Amount of this Amendment:	\$100,000
Revised Total Amount Authorized:	\$145,000

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

City of Tomball

FREESE AND NICHOLS, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: Richard Weatherly
Name: Richard Weatherly
Title: Vice President
Date: 7-26-22

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will provide on-call planning and engineering services for the City of Tomball (City) during its Fiscal Year 2022 to include plan review and plat review related planning and engineering services, water and wastewater system modeling and planning and GIS update services.

ARTICLE I

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of Tomball (OWNER) in connection with the project, described as: Plan and Plat Engineering Review Services, On-Call Water and Wastewater Modeling and Planning and GIS updates.

PLAN AND PLAT ENGINEERING REVIEW SERVICES

At the City's request, FNI will provide plan and plat review planning and engineering services, in support to City staff. This could include, but is not limited to:

- Attending virtual or in-person meeting with City staff
- Public Infrastructure Plan review
- Residential/Commercial Plat review

On-Call Water and Wastewater Modeling and Planning Services

At the City's request, FNI will provide water and wastewater modeling and planning support to the City staff. FNI may render the following professional services:

- Attending meetings with City staff.
- Water and wastewater Capital Improvement Plan (CIP) project updates.
- Water and wastewater system analysis and planning tasks as defined by the City.

FNI will utilize the City's existing InfoWater water distribution system hydraulic model updated during the Water and Wastewater Impact Fee Update - Phase 1 (2021) and the water planning criteria developed during the 2018 Water Master Plan.

FNI will utilize the City's existing InfoSewer wastewater collection system hydraulic model and the wastewater planning criteria developed during the 2017 Wastewater Master Plan.

The modeling analysis will take into account the City of Tomball's Water and Wastewater Capital Improvements Plans.

On-Call GIS Updates

FNI performed a Utility GIS Update project for the City of Tomball (City) in 2021/2022. As part of that project, FNI updated the City's water, wastewater, stormwater, and gas utility GIS shapefiles utilizing as-built plans for recently constructed projects and delivered the updated geodatabases to the City.

At the City's request, FNI may render the following professional services which would build upon the recently updated GIS shapefiles:

- Add recently constructed water, wastewater, stormwater, or gas facilities into the GIS as requested by the City.
- Perform quarterly updates to the City's GIS.

Note: FNI to utilize the City's existing schema and attribute data fields when updating the GIS database.

ARTICLE II

SPECIAL SERVICES: No changes.

ARTICLE III

ADDITIONAL SERVICES: No changes.

ARTICLE IV

TIME OF COMPLETION: A schedule for each task will be defined when the task is requested by the City.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, 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. 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.
- F. 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.
- G. 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.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative –

Client's Accounting Representative –

FNI's Designated Representative – Matthew Cartwright
10497 Town and Country Way, Ste 600
Houston, TX 77204
(713)600-6800
Matt.Cartwright@freese.com

FNI's Accounting Representative – Kristina Isaac
10497 Town and Country Way, Suite 600
Houston, TX 77024
(703)973-6070
Kristina.isaac@freese.com

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Position</u>	<u>Min</u>	<u>Max</u>
Architectural Intern I	115	128	O&G Construction Manager II	122	135
Architectural Intern II	128	157	O&G Construction Manager III	135	164
Architect IV	130	159	O&G Engineer I	96	117
Architect V	196	202	O&G Engineer II	117	130
Architect VI	213	260	O&G Engineer III	130	152
Architect VII	260	286	O&G Engineer IV	140	171
Landscape Architectural Intern	120	147	O&G Engineer V	228	245
Landscape Architect IV	131	160	O&G Engineer VI	206	256
Landscape Architect V	180	190	O&G Engineer VII	256	282
Landscape Architect VI	190	251	Environmental Scientist I	88	88
Landscape Architect VII	251	306	Environmental Scientist II	98	104
Document Control Specialist I	80	97	Environmental Scientist III	98	124
Document Control Specialist II	119	125	Environmental Scientist IV	122	272
Construction Representative	82	176	Environmental Scientist V	168	183
Construction Manager I	101	131	Environmental Scientist VI	176	212
Construction Manager II	88	167	Environmental Scientist VII	190	284
Construction Manager III	128	158	Environmental Scientist VIII	219	268
Construction Manager IV	151	206	Hydrologist I	88	98
Construction Manager V	186	259	Hydrologist II	98	119
Construction Manager VI	229	292	Hydrologist III	111	136
Program Manager I	161	183	Hydrologist IV	136	155
Program Manager II	224	261	Hydrologist V	155	190
Program Manager III	290	328	Hydrologist VI	193	236
Engineer I	106	149	Hydrologist VII	252	308
Engineer II	61	123	Senior Geologist	139	170
Engineer III	119	166	Planner I	98	109
Engineer IV	132	184	Planner II	109	109
Engineer V	160	229	Planner III	112	118
Engineer VI	203	340	Planner IV	142	154
Engineer VII	241	341	Planner V	144	176
Engineer VIII	295	375	Planner VI	207	233
Engineering Technician	138	169	Planner VII	237	301
Group Manager	227	366	BIM/CAD Designer I	109	162
Lead Technical Professional	272	354	BIM/CAD Designer II	142	195
Electrical Engineer I	108	110	BIM/CAD Manager	181	206
Electrical Engineer II	112	124	BIM/CAD Supervisor	152	185
Electrical Engineer III	124	129	BIM/CAD Technician I	67	78
Electrical Engineer IV	150	190	BIM/CAD Technician II	74	100
Electrical Engineer V	191	242	BIM/CAD Technician III	89	140
Electrical Engineer VI	210	264	Designer I	119	152
Mechanical Engineer I	91	101	Designer II	146	205
Mechanical Engineer II	101	124	Senior Designer	200	233
Mechanical Engineer III	131	160	GIS Analyst I	81	88
Mechanical Engineer IV	136	146	GIS Analyst II	91	94
Mechanical Engineer V	184	200	GIS Analyst III	104	127
Mechanical Engineer VI	183	224	GIS Analyst IV	107	134
Intern	48	82	GIS Analyst V	102	172
Corporate Project Support	55	208	Utility Coordinator	102	125
			3D Visualization Coordinator	231	282

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Bulk Printing and Reproduction

B&W **Color**

Small Format (per copy)

\$0.10 \$0.25

Large Format (per sq. ft.)

Bond

\$0.25 \$0.75

Glossy / Mylar

\$0.75 \$1.25

Vinyl / Adhesive

\$1.50 \$2.00

Mounting (per sq. ft.)

\$2.00

Binding (per binding)

\$0.25

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2019.

340022019

FNI **RW**
OWNER _____

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

Consideration to approve a professional services agreement for construction management and inspection support services with Freese and Nichols, Inc. for a total not-to-exceed amount of \$50,000.

Background:

Recently, the City of Tomball's Construction Manager/Inspector resigned, leaving the position vacant. Due to the high demand of development, the City needs to continue providing construction management and inspection services while the recruitment and hiring process for the position is ongoing. The proposed contract allows for Freese and Nichols, Inc. (FNI) to provide construction management and inspection support services for the City on a contractual basis until September 30 or until the City's position is filled. The total not-to-exceed amount of this contract is \$50,000.

Public Works is currently reviewing submitted resumes for the Construction Manager/Inspector position and are hopeful to have the position filled as soon as possible.

Origination: Public Works Department

Recommendation:

Staff recommends approving the contract addendum with Freese & Nichols totaling \$50,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project 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	Meagan Mageo	Approved by	
	Staff Member		City Manager
	Date		Date

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Tomball, TX, hereinafter called "City" 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, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as On-Call Construction Management and Inspection Support.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee of Fifty Thousand Dollars, \$50,000.

If FNI's services are delayed or suspended by City, 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 City and FNI.

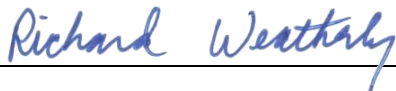
Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than City and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and FNI and not for the benefit of any other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

This Agreement constitutes the entire Agreement between City 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, Vice President

Print Name and Title

Date: 7-26-22

ATTEST: _____

**City of Tomball, TX**

By: _____

Print Name and Title

Date: _____

ATTEST: _____

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

Freese and Nichols, Inc. (FNI) will conduct on call planning and engineering services for the City of Tomball (City) during its Fiscal Year 2022. It is understood that the City will authorize one \$50,000 Purchase Order for On-Call Construction Management and Inspection Support.

ARTICLE I

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of Tomball (OWNER) in connection with the project, described as: On-Call Construction Management and Inspection Support.

ON-CALL SERVICES

At the City's request, FNI will provide On-Call Construction Management and Inspection Support, in support to City staff. This could include, but is not limited to:

- Provide Construction Management services as requested
- Provide Construction Inspection services as requested
- Other services as requested

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: N/A

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. N/A

ARTICLE IV

TIME OF COMPLETION: On-Call Services 8/01/2022 – 10/30/2022

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. 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.
- F. 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.
- G. 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.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative –

Client's Accounting Representative –

FNI's Designated Representative – Matthew Cartwright
10497 Town and Country Way, Ste 600
Houston, TX 77204
(713) 600-6800
Matt.Cartwright@freese.com

FNI's Accounting Representative – Marissa Mendoza
10431 Morado Circle, Building 5; Suite 300
Austin, TX 78759
(512) 381-1837
Marissa.Mendoza@freese.com

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Position</u>	<u>Min</u>	<u>Max</u>
Architectural Intern I	115	128	O&G Construction Manager II	122	135
Architectural Intern II	128	157	O&G Construction Manager III	135	164
Architect IV	130	159	O&G Engineer I	96	117
Architect V	196	202	O&G Engineer II	117	130
Architect VI	213	260	O&G Engineer III	130	152
Architect VII	260	286	O&G Engineer IV	140	171
Landscape Architectural Intern	120	147	O&G Engineer V	228	245
Landscape Architect IV	131	160	O&G Engineer VI	206	256
Landscape Architect V	180	190	O&G Engineer VII	256	282
Landscape Architect VI	190	251	Environmental Scientist I	88	88
Landscape Architect VII	251	306	Environmental Scientist II	98	104
Document Control Specialist I	80	97	Environmental Scientist III	98	124
Document Control Specialist II	119	125	Environmental Scientist IV	122	272
Construction Representative	82	176	Environmental Scientist V	168	183
Construction Manager I	101	131	Environmental Scientist VI	176	212
Construction Manager II	88	167	Environmental Scientist VII	190	284
Construction Manager III	128	158	Environmental Scientist VIII	219	268
Construction Manager IV	151	206	Hydrologist I	88	98
Construction Manager V	186	259	Hydrologist II	98	119
Construction Manager VI	229	292	Hydrologist III	111	136
Program Manager I	161	183	Hydrologist IV	136	155
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			3D Visualization Coordinator	231	282

Rates for In-House Services**Technology Charge**

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Bulk Printing and Reproduction

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Large Format (per sq. ft.)

Bond

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Glossy / Mylar

\$0.75 \$1.25

Vinyl / Adhesive

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Mounting (per sq. ft.)

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Binding (per binding)

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OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2019.

340022019

FNI **RW**
OWNER

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **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. To the fullest extent permitted by law, 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.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, 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 prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **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 City. Statements for Services shall not be submitted more frequently than monthly. Any applicable 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, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or 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.

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 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 the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, 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 reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **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 construction contract documents. In performing these Services, 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 contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.
12. **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 project 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.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall 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.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and 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 be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI 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 equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **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.

17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each 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.

City Council Meeting Agenda Item Data Sheet

Meeting Date: 08/01/2022

Topic:

Approve the grant from K-9 for Cops to receive a male canine for narcotics and criminal apprehension.

Background:

The grant from K-9 for Cops is where they have approved our agency through their board of directors to receive a Belgian Malinois. This canine is worth over \$10,000 from K-9 for Cops. This program is to help agencies build bridges by donating a certified trained canine to approved agencies. For us to qualify for this grant we have to have a police car outfitted with full canine kennel and a Hot and Pop temperature system, which we have. This grant is through the life of the canine with a clause that if we change handlers of the canine it has to be done within 30 days. I will submit quarterly reports of what the canine has done to K-9 for Cops. If approved by council I will have the canine within 3 days from Oklahoma.

Origination: Police Department

Recommendation:

Staff recommends approving the grant for K-9 for Cops to receive a canine in the current budget year.

Party(ies) responsible for placing this item on agenda: Brandon Patin, Captain of Police

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	Brandon Patin	07/27/2022	Approved by		
	Staff Member	Date		City Manager	Date



July 19, 2022

Captain Brandon Patin
Tomball Police Department
400 Fannin Street
Tomball, Texas 77375

Dear Captain Patin,

On behalf of everyone at K9s4COPS, I am happy to inform you that Tomball Police Department has been awarded dual purpose narcotics detection trained K9s from K9s4COPS.

Please sign and return the enclosed Grant Agreement, Acceptance Letter, Agency Contact Form and W-9 form. We look forward working with your agency and are excited to welcome you to the K9s4COPS family.

Congratulations!

Sincerely,

A handwritten signature in black ink, appearing to read "Kristi Schiller".

Kristi K. Schiller
Founding Chairman
K9s4COPS



K9s4COPs Grant Agreement Terms and Conditions

The grants made by K9s4COPs may be discontinued, modified, or withheld, if, in the sole discretion of K9s4COPs such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions, necessary to comply with federal, state, or local laws, or it is in the best interest of the public safety service dog (aka K9).

This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Arrangements to select and obtain the K9 from a K9s4COPs approved vendor must be made within 90 (ninety) days of notification of the award, otherwise the recipient forfeits the grant.
2. Report will be submitted to K9s4COPs with the current name of handler and contact information. K9s4COPs needs to be informed in writing, immediately, of any handler changes and, in the interim of hiring a new handler, the K9 needs to stay at an approved K9 boarding facility for a reasonable amount of time. Your agency will be responsible for payment and communication with the boarding facility. The K9 will need to be returned to K9s4COPs if K9 is left longer than 30 (thirty) days at the facility, and there is no plan in place for hiring a new handler.
3. Report will be submitted to K9s4COPs annually, stating the current health of the K9 granted including veterinary records. K9s4COPs needs to be notified, in writing, of imminent retirement. If K9 is retiring due to an unforeseen medical condition, please submit a statement and, if possible, the health report from the K9's veterinarian stating the reason why the K9 needs to be medically retired.
4. Report will be submitted to K9s4COPs quarterly, stating what is being accomplished in the community or school district with the help of the K9 officer granted.
5. Your organization consents that representatives of K9s4COPs may have access to your files and records for the purpose of auditing health verifications, safe vehicle transport and investigations, as it deems necessary with reference to the K9 granted.
6. K9s4COPs may, at its expense, monitor and conduct an evaluation of operations, safe transport retrofitted with a proactive environmental and temperature management and alarm system.
7. Granted public safety service K9 may not be bred.
8. K9 shall not have additional odors imprinted, nor shall a single purpose detection K9 be trained to conduct patrol/apprehension work without written consent from K9s4COPs.
9. Your organization shall immediately give written notice to K9s4COPs if your organization ceases to be exempt from Federal income taxes under the provisions of Section 501 (c) (3) of



the Internal Revenue Code, or if the purpose and mission of your organization substantially changes.

10. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.
11. Your organization agrees to release K9s4COPs, Inc. and its employees, officers, directors, agents, representatives and volunteers from all claims and liability arising out of or in connection with the activities to be undertaken by the K9 for the benefit of your organization.
12. Your organization agrees to support K9s4COPs by promoting the organization's sticker on the K9 vehicle.
13. If K9s4COPs wishes to issue a press release announcing the grant, a copy of the proposed release will be submitted to your organization prior to the release. K9s4COPs must approve any press release originating from your agency. In addition, your agency agrees to tag and promote K9s4COPs in any press releases or social media posts about your granted K9. Please tag @K9s4COPs or @K9s4KIDs (for school K9s). Photos may be sent to media@K9s4COPs.org.
14. K9 granted shall be returned to K9s4COPs under the following circumstances:
 - a. In the event that your organization loses its tax-exempt status under Federal tax laws or substantially changes its purpose and mission.
 - b. If your organization fails to comply with any portion of the conditions here within agreed upon, K9 granted shall be returned to K9s4COPs.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the Internal Revenue Code, regulations or tax rulings, or other requirements of law.

Signature

Name

Title

Name of Organization



K9s4COPs Grant Agreement
Contact Information Form

Please complete this form and turn in with your signed Grant Agreement.

1. **Authorizing Official** - Individual with the organization that has authority to legally bind the organization.
Name: Chief Jeff Bert
Street Address: 400 Fannin Street
City: Tomball State: TX Zip: 77375
Daytime Phone: 281-290-1305
Cell Phone: 213-804-3861
E-mail Address: jberty@tomballtx.gov

2. **Highest of Level of Command (if not Authorizing Official)** - Individual who is commander of the law enforcement agency.
Name: Chief Jeff Bert
Street Address: 400 Fannin Street
City: Tomball State: TX Zip: 77375
Daytime Phone: 281-290-1305
Cell Phone: 213-804-3861
E-mail Address: jberty@tomballtx.gov

3. **Public Relations Officer** – Individual who will be executing any media requests.
Name: Captain Brandon Patin
Street Address: 400 Fannin Street
City: Tomball State: TX Zip: 77375
Daytime Phone: 281-290-1344
Cell Phone: 832-745-2891
E-mail Address: bpatin@tomballtx.gov

4. **Point of Future Contact** – Individual who will be completing quarterly reports (if not the handler).
Name: Captain Brandon Patin
Street Address: 400 Fannin Street
City: Tomball State: TX Zip: 77375
Daytime Phone: 281-290-1344
Cell Phone: 832-745-2891
E-mail Address: bpatin@tomballtx.gov



5. **Handler** – Individual who will be assigned to K9 (if not the point of contact above).

Name: Officer Camilo Flores

Street Address: 400 Fannin Street

City: Tomball

State: TX

Zip: 77375

Daytime Phone:

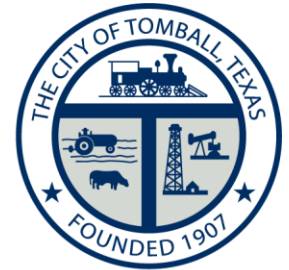
Cell Phone: 832-622-2869

E-mail Address: cflores@tomballtx.gov



TOMBALL POLICE DEPARTMENT

***400 Fannin St., Tomball, TX 77375
Phone: (281) 351-5451 Fax: (281) 351-2615
<http://www.tomballtx.gov>***



July 19, 2022

K9s4COPs

3513 B Longmire Dr.

Suite 342

College Station, TX 77845

Re: Acceptance of Grant

K9s4COPs:

In accepting a Grant from K9s4COPs, we agree to receive a police service dog from your grant only for the purposes for which the grant was made and in accordance with Section 501(c)(3), Section 4945 and other applicable provisions of the Internal Revenue Code. We also accept and agree to the conditions of your K9s4COPs Grant Terms and Condition, a copy of which is attached to this letter.

We agree to provide you with progress reports of information as often as required, either by K9s4COPs or under the applicable provisions of the Internal Revenue Code, with respect to any grant made by K9s4COPs to this organization. K9s4COPs may have full and complete access to our files and financial records relating to the grant and/or our tax status. We also agree to notify you of any changes in our tax status before or during the period the grant is being used.

We understand that grants made to us by K9s4COPs may be discontinued, modified, or withheld, if, in K9s4COPs sole judgment such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions and law.

An authorized official of this organization signs this acceptance of the Grant Terms and Conditions, including but not limited to the indemnification provisions. An authorized official is an official with my organization who has authority to legally bind the organization. We have also completed the attached organization contact information form to expedite the delivery of the grant.

Very truly yours,

Captain Brandon Patin

Tomball Police Department

NOTICE OF CONFIDENTIALITY

If you have received this transmission in error, please note that these documents may contain confidential information that cannot be disclosed without violating the criminal provisions of the Texas Open Records Act or Texas Penal Code Section 39.09. If you have received these documents in error, please call the sender at the number listed below to arrange for the return of these documents.

"The sole reason we exist is to serve the citizens of Tomball."

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Approve Interlocal Agreement between the City of Tomball and Tomball Independent School District (TISD), Affording the Tomball Police Department the Ability to Assign Twelve (12) Law Enforcement Officers in Academic Calendar Year 2022-23, thirteen (13) Law Enforcement Officers as SROs in Academic Calendar Year 2023-2024, and fifteen (15) Law Enforcement Officers in Academic Calendar Year 2024-2025 to TISD Campuses

Background:

The City of Tomball and Tomball Independent School District (TISD) have maintained an Interlocal Agreement from the purpose of establishing the terms under which the City provides the District with School Resource Officers (SROs) which has been renewed annually with changes reflecting differences in wages, duties, percentage paid by school, and number of SROs assigned to the District. This latest Agreement expands the number of SROs assigned to the schools, increases the length of Agreement from one year to three academic calendar years, expands duties of SROs, and increases the percentage of actual salaries and benefits paid by the District.

Origination: City of Tomball and TISD.

Recommendation:

Review and adopt the 2022-2025 Interlocal Agreement for School Resource Officers.

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	<u>Jeff Bert</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Interlocal Agreement for School Resource Officers (“Agreement”) is made and entered into by and between the **CITY OF TOMBALL** (“City”), a Texas home-rule municipal corporation, and **TOMBALL INDEPENDENT SCHOOL DISTRICT** (“District”), an independent school district situated in Harris County and Montgomery County organized under Chapter 11 of the Texas Education Code, for the purpose of establishing the terms under which the City will provide the District with School Resource Officers (“SROs”). The City and District may be jointly referred to as “Parties” in this Agreement.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended, the parties to this Agreement have determined the most economic and efficient manner to fulfill their obligations to the students and staff at the District and to the taxpaying citizens of the City and the District is to enter into this Agreement between and among themselves; and

WHEREAS, the District and the City mutually agree that it is in the interest of the students and employees of the District and the citizens of the City that the City provide SRO services to the District; and

WHEREAS, the safety and security of District facilities, the development of positive relationships between police officers, students and faculty of the District, and the creation and maintenance of a positive and safe learning environment are priorities for the City Council of the City of Tomball and the Tomball Independent School District Board of Trustees; and

WHEREAS, the City and the District mutually find that entering into this Agreement serves a public purpose of both the City and the District.

NOW, THEREFORE, the terms of this Agreement are as follows:

1. DEFINITIONS

“Counsel” or “Counseling” when referring to the duties of an SRO, refers to mentoring and advisement and not to any counseling activity requiring a license or certificate to perform.

“District Academic Calendar Year” refers to the calendar adopted annually by the District’s Board of Trustees which outlines the regular school days, staff development/workdays and student

holidays, staff and student holidays, early release days, make up days, and reporting periods of the District.

“Overtime” refers to any hours worked by law enforcement officers during any Fair Labor Standards Act-defined workweek, which exceed forty (40) hours specified for such workweek. For the purposes of this Agreement, SRO overtime may be incurred through administrative tasks required by the District or the City, tactical incidents, police investigations, follow-up activities related to ensuring the wellbeing of TISD staff or students, or other police services carried out in the interest of protecting and serving District students or staff.

“Police Officer” or “Law Enforcement Officer” refers to a certified peace officer, of any rank, employed by the City.

“Regular Work Day” or “Regular Work Hours” refers to the normal work day or work schedule assigned to an SRO. Typically, this is referring to the eight (8) working hours of an SRO, worked each day during a regular five-day work week, to total forty (40) hours.

“Salaries and Benefits” refers to the regular annual salary and employer paid benefits for SROs. Benefits include federal income taxes, including Social Security and Medicare, Texas Municipal Retirement System contributions, medical, dental, and vision insurances, employer-paid life insurance, and any other employer-paid benefits offered to SROs as part of their employment compensation.

“School Resource Officer” or “SRO” refers to a City-employed peace officer, of any rank, certified and assigned to perform the duties of a School Resource Officer per this Agreement.

“Service Days” refer to the one hundred eighty-seven (187) days in the district calendar adopted annually by the District’s Board of Trustees, described generally as the days in which SRO services will be provided by the City.

“Triad Concept” refers to a concept of school-based policing developed by the National Association of School Resource Officers (NASRO) that divides the SRO responsibilities into three areas: teacher, informal counselor, and law enforcement officer.

2. PARTIES

2.1. The Parties to this Agreement are the City of Tomball ("City"), a Texas home-rule municipal corporation, and Tomball Independent School District ("District"), an independent school district situated in Harris County and Montgomery County organized under Chapter 11 of the Texas Education Code.

3. PURPOSE

3.1. The purpose of this Agreement is to provide the terms and responsibilities necessary for the City to provide SRO services to the District and to allow and authorize the City's Chief of Police to authorize and direct law enforcement officers to serve as SROs in the District.

4. TERM OF THE AGREEMENT

4.1. The term of this Agreement begins on August, 1, 2022 and ends on July 31, 2025, unless terminated sooner in accordance with **Section 12** of this Agreement.

5. PROVISION OF SCHOOL RESOURCE OFFICERS

5.1. The City will assign SROs to the District for the 2022-2023, 2023-2024 and 2024-2025 District Academic Calendar Years.

5.2. The City will assign twelve (12) Law Enforcement Officers as SROs in Academic Calendar Year 2022-2023, thirteen (13) Law Enforcement Officers in Academic Calendar Year 2023-2024, and fifteen (15) Law Enforcement Officers in Academic Calendar Year 2024-2025.

5.3. Those Law Enforcement Officers designated as SROs shall devote one hundred eighty-seven (187) Service Days to the provision of SRO services to the District.

5.3.1. The following days are included in the one hundred eighty-seven (187) Service Days:

- Election days where campus property is used;
- High school graduations for Tomball High School, Tomball Memorial High School, and Tomball Star Academy;
- District staff development days where SROs will be used to provide training to campus staff;
- District staff development days where SROs will not be used to provide training to campus staff; and
- Any day during which SROs are used to provide dedicated safety and security training to District staff.

5.4. For the purpose of this Agreement, any working time, whether regular time or overtime, that an SRO spends in the provision of SRO services is counted as hours worked. SROs will primarily spend their Regular Work Hours devoted to the responsibilities outlined in **Section 6. Duties of School Resource Officers** during the one hundred eighty-seven (187) Service Days.

5.5. In the course of providing SRO services, an SRO's working time may include time an SRO is on duty within the District, the time an SRO is in court in connection with cases arising out of events occurring within the District, the time an SRO officer spends preparing reports and documents pertaining to events occurring in the District, the time an SRO spends in making

preparations to provide law enforcement to the District, the time an SRO spends transporting persons arrested in the District to jail, and the time an SRO spends investigating crimes or possible crimes committed in the District. The activities listed above are explanatory and the provision of SRO services is not limited to those activities.

5.6. In addition to the one hundred eighty-seven (187) Service Days agreed to herein, one (1) SRO will provide SRO services during summer school at one District facility or campus, as identified by the District.

5.7. SRO services may be required when students are on or off District campuses or facilities.

6. DUTIES OF SCHOOL RESOURCE OFFICERS

6.1. While on duty, a Tomball Police Officer, of any rank, serving as an SRO shall perform the following duties:

- Protect the safety and welfare of any person in the jurisdiction of the school resource officer;
- Establish positive relationships with District and school leadership, faculty, and students;
- Protect the property of the District;
- Patrol District property for suspicious activity or unauthorized persons;
- Serve as a visible and active law enforcement presence on campus and at school functions on or off campus, to prevent, deter, and investigate criminal activity as defined in the Texas Penal Code, the Texas Education Code, and local, state, and federal statutes;
- Serve as a visible and active law enforcement presence on campus, in the vicinity of campus, and at school functions on or off campus;
- If requested by District administrators, assist in the enforcement of campus rules and regulations;
- Take law enforcement actions when necessary to protect the students, staff, and campus;
- Make arrests as allowed or as required by local, state and federal law, as delineated in the Texas Education Code, Texas Transportation Code, the Texas Family Code; the Code of Criminal Procedure, the Texas Penal Code, and other applicable and pertinent laws or ordinances;
- Work and collaborate with outside agencies;
- Assist in coordinating security for crowd or traffic control;
- Assist in outside agency investigations when it involves a student in the District;
- Provide instructions and directions to others as it pertains to law enforcement matters and emergency situations;
- Conduct building security assessment at District facilities;
- Guard, check, and secure doors, rooms, buildings, and equipment;
- Conduct investigations of crimes or suspected crimes occurring on District property including, but not limited to, violent crime, property crime, crimes against persons, and victimless crimes;
- Conduct drug or alcohol assessments, as needed, for students or staff;
- Develop crime prevention efforts and strategies;

- Educate school-age victims in crime prevention;
- Provide informal counseling to students at the request of District staff, at the request of a student or parent of a student, or when the SRO feels it is in the best interest of a student.
 - The SRO shall notify the school principal or appropriate District personnel of the fact that a student has been counseled.
- Develop and expand restorative justice initiatives for students, and, if feasible, work with District faculty and staff to ensure a cohesive, unified and holistic approach to resolving low-level crimes, disputes, and altercations through a restorative justice process;
- Help students with conflict resolution and crime awareness;
- Assist in the identification of environmental alterations that may reduce crime in or around schools (e.g., trimming bushes, improving lighting, installing camera systems, adding signage, etc.);
- Maintain all certifications and stay up to date on training;
- Assist with all types of threats as a team member of the threat assessment team;
- Utilize the NASRO-adopted Triad Concept serving as a teacher, informal counselor, and law enforcement officer;
- Speak to District personnel or students on law enforcement topics, as requested;
- Make referrals to social service agencies, as needed;
- Coordinate with and assist District security personnel and District staff in preparing, implementing, and evaluating security programs within an assigned school;
- Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order on school campuses;
- Upon request, participate with school/student committees;
- Perform other duties mutually agreed upon by the school principal and the SRO supervisor, provided the performance of such duties is legitimately and reasonably related to the SRO program as described in this Agreement, and such duties are consistent with state and federal law and the policies and procedures of the District and the City; and
- Perform any other duties as directed by the Chief of Police.

6.2. All SROs are required to follow policies and procedures of the District and the City. If any District policy or procedure directly conflicts with a policy or procedure of the City, the SRO shall follow the City's policy and procedure, and report the conflict in policy and procedure to his/her supervisor and school administrator as soon as practicable (see **Section 8. Mutual Obligations of the Parties**).

6.3. All SROs shall be in their official police uniform while performing SRO duties unless the SRO has received prior approval of his or her supervisor.

7. CITY'S RIGHTS AND OBLIGATIONS

7.1. The City will assign twelve (12) Law Enforcement Officers as SROs in Academic Calendar Year 2022-2023, thirteen (13) Law Enforcement Officers in Academic Calendar Year 2023-2024, and fifteen (15) Law Enforcement Officers in Academic Calendar Year 2024-2025. The City will carry the appointment of the SROs and be responsible for ensuring compliance with all applicable

licensure requirements as defined by the Texas Occupations Code and the Texas Commission on Law Enforcement.

7.2. For the entirety of the term of this Agreement, the Law Enforcement Officers assigned as SROs are the employees of the City and not the District. The City shall be responsible for the hiring, discipline, and dismissal of City employees. The City shall also be responsible for all compensation, including salary, benefits, sick leave, vacation, and any other obligations associated with full-time employment for all Law Enforcement Officers assigned as SROs, except as may otherwise be provided herein.

7.3. The Chief of Police shall retain control and supervision of all Law Enforcement Officers assigned as SROs to the same extent he or she does for all other officers employed by the City. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this Agreement. All SROs shall also abide by the policies, procedures, and rules of the District in accordance with **Section 6.2** herein.

7.4. The City shall be responsible for the provision of any equipment necessary for any law enforcement officer to fulfill the role as an SRO. Equipment for which the City is responsible for furnishing maintaining, and replacing includes but is not limited to, uniforms, body worn cameras, firearms, ammunition, hand-held radios utilized to communicate with the Tomball Police Department and outside agencies, handcuffs, duty belt, less-lethal weapons and munitions, vehicles, fuel, and bulletproof vest.

7.5. The City and the District may, at any point during the term of this Agreement, mutually agree that additional SROs are needed. If the Parties agree that additional SROs are needed, the Parties will seek to amend this Agreement as outlined in **Section 8. Mutual Obligations of the Parties**.

8. DISTRICT'S RIGHTS AND OBLIGATIONS

8.1. The District shall provide an office, a networked computer, a District hand-held radio (used by SROs to communicate with District faculty and staff), and general office supplies needed for the SROs to perform their duties.

8.2. The District will appropriately involve and inform SROs in the security and safety plans and decisions made regarding the District and its facilities, personnel, and students.

8.3. The District will notify the City regarding any concerns, questions, or issues with SROs in a timely manner. The District reserves the right to request removal or reassignment of any SRO whose assignment it deems not to be in the best interests of the District and the City will work to accommodate the District's request to the extent feasible.

8.4. The District will ensure that SROs are provided information needed to carry out the duties defined in **Section 6. Duties of School Resource Officers**.

8.5. The District will be responsible for the payment of one hundred percent (100%) of the actual costs associated with Overtime hours worked by SROs in the provision of SRO services as outlined in this Agreement. Any Overtime hours worked by officers not in connection with SRO duties, as determined by the City, shall be paid in full by the City. Where Overtime hours can be anticipated, the Parties will work together to develop an approval process for any such Overtime hours.

8.7. The District will pay one hundred percent (100%) of the costs associated with any training which is mandated by the Texas Commission on Law Enforcement (TCOLE) specifically for peace officers serving as SROs or officers newly assigned to be SROs. Newly assigned SROs shall receive SRO training prior to assignment in the District whenever practicable. All other SROs shall complete SRO training through TCOLE every other year, or as otherwise required by law. All other peace officer training not specific to the task of SRO but required by TCOLE shall be the responsibility of the City.

8.8. The District will provide a radio for each SRO to use on their respective assigned campuses.

8.9. The District will provide additional security personnel to supplement the SROs as deemed appropriate by the District.

9. MUTUAL OBLIGATIONS OF THE PARTIES

9.1. The Parties agree that any conflicts, questions, or interpretations of this Agreement will be addressed between the District's Superintendent, or designee, and the City Manager, or designee. Any clarifications or amendments resulting from those conflicts, questions, or interpretations will be made in writing and signed by both parties, and the Superintendent and the City Manager are authorized to execute agreements acknowledging the clarifications or amendments.

9.2. The Parties agree that this Agreement is not intended, nor shall it be construed, to obligate the City in any manner whatsoever to assign any Law Enforcement Officer to devote any portion of his or her working time to the provision of SRO services. However, if for any reason, the City does not provide SRO services for the one hundred eighty-seven (187) Service Days as described in this Agreement, then the District is entitled to pay the City only a proportionate share of the identified costs identified in this Agreement. If the amount paid to the City exceeds the proportionate amount of services received, the District is entitled to a refund equal to the proportionate amount of excess paid.

9.3. The Parties agree to meet no less than quarterly to discuss issues and concerns relative to SRO services as agreed upon herein. These discussions should include an analysis of District growth, reports of incidents, trends, needs, and any other information deemed necessary to evaluate the continued effectiveness of SROs, promote safety within the District, identify opportunities for efficiencies, and resolve potential conflicts.

9.4. For any incident involving an active police investigation which occurs on District property or occurs in relation to an individual or individuals identified as District students or employees, the Parties agree that any public statements released in any manner to media, the community, students,

parents, and faculty will be jointly reviewed and agreed to prior to release. Nothing in this Agreement should be construed as preventing or restricting either Party from releasing information or issuing statements that are critical to protecting the immediate safety of the public, students, or faculty.

9.5. The Parties agree that the number of SROs outlined in this Agreement are based on projections, including projections of District growth, and supplemental security services being provided by District security personnel. The Parties agree that they will work together to resolve any issues and conduct joint analyses when necessary to ensure that the obligations of this Agreement can be met. If at any point during the term of this Agreement, either party desires to make a change to the number of SROs, duties of SROs, or other Agreement obligations, that Party is required to notify the other Party as soon as feasible, provide a detailed analysis of facts used to come to the conclusion, and meet with the other Party to discuss the potential changes to the Agreement.

9.6. The Parties agree that any amendment to this Agreement must be made in writing, and approved by both the City Council of the City of Tomball and the District's Board of Trustees.

9.7. The Parties agree to follow, through their best efforts, the Standard Response Protocol attached hereto and incorporated into this Agreement as **Exhibit A. Standard Response Protocol**.

9.8. The Parties agree that any Overtime related to the provision of SRO services will be approved by the SRO supervisor and/or Chief of Police, and, to the extent feasible, agreed to by the appropriate District administrator or faculty member.

9.9 The Parties agree that the Chief of Police shall submit to the District his/her recommendations for SRO staffing and assignments, including, but not limited to the rank and proposed assigned location of each SRO, for the following Academic Calendar Year no later than June 1 of each year in the contract term. The Parties agree that this list is to be provided for budget planning purposes and the Chief of Police has the right to assign Law Enforcement Officers of any rank as SROs to fulfill the obligations of this Agreement as he/she deems appropriate.

10. CONTRACT AMOUNT

10.1. The District shall pay the City an amount equal to seventy-five percent (75%) of the cost of the actual Salaries and Benefits of the SROs for each year in the term of this Agreement except as noted in Section 10.1.1.

10.1.1. For Academic Calendar Year 2022-2023, the City will provide twelve (12) SROs, and the District will pay seventy-five percent (75%) of the actual cost of the Salaries and Benefits of ten (10) SROs, while the City will pay one hundred percent (100%) of the actual cost of the Salaries and Benefits of two (2) SROs. For Academic Calendar Year 2023-2024 and Academic Calendar Year 2024-2025, the District will pay seventy-five percent (75%) of the actual cost of the Salaries and Benefits of thirteen (13) SROs and fifteen (15) SROs, respectively.

10.2. Because Salaries and Benefits will change annually due to raises, promotions, personnel changes, benefit changes, the calculation of the total amount the District shall remit to the City for the provision of SRO services in Academic Calendar Year 2023-2024 and Academic Calendar Year 2024-2025 will be based on the actual costs of Salaries and Benefits of the SROs in those Academic Calendar Years.

10.3. The District will pay one hundred percent (100%) of any Overtime costs incurred by SROs acting in the course and scope of their primary duties, including, but not limited to, overtime incurred through administrative tasks required by the District or the City (report completion, required school meetings), tactical incidents, police investigations, follow-up activities related to ensuring the wellbeing of TISD staff or students, or other police services carried out in the interest of protecting and serving District students or staff.

10.4. The District will pay one hundred percent (100%) of the costs associated with any training which is mandated by the Texas Commission on Law Enforcement (TCOLE) specifically for peace officers serving as SROs in accordance with Section 8.7 herein All other peace officer training required by TCOLE shall be the responsibility of the City.

11. PAYMENT PROVISIONS

11.1. The District agrees to pay the City for the provision of SRO services as outlined in this Agreement in **Section 10. Contract Amount**.

11.2. Payments will be made quarterly, based on the actual Salaries and Benefits, and Overtime worked, and training costs.

11.3. Any payment remitted by the District to the City should be made via ACH and payable to the "City of Tomball".

11.4. If this Agreement is terminated at any time other than the scheduled termination date, payments under this Contract shall be prorated as needed.

11.5. If District fails to make a payment within thirty (30) days the date due, the City is authorized to terminate this Agreement without further notice. Further, the City's failure to make demand for payments due is not a waiver of the District's obligation to make timely payments.

11.6. If, at any time, the City fails to provide SROs in accordance with **Section 4. Provision of School Resource Officers**, the District is entitled to a prorated reimbursement that will be calculated and agreed to in writing by both Parties.

11.7. The Parties agree that this Agreement is a commitment of the District's current revenue only. Notwithstanding anything to the contrary in this Agreement, the District is obligated to make payments only as approved each year by the District's Board of Trustees. The District retains the right to terminate the Agreement as outlined in **Section 12**.

12. TERMINATION AND DEFAULT

12.1. Prior to the expiration of the term, either Party is authorized to terminate this Agreement without cause by giving to the other party at least ninety (90) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

13. NOTICE

13.1. Any notice permitted or required to be given to City may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Police Department
Attn: Chief of Police
400 Fannin Street
Tomball, Texas 77375

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

13.2. Any notice permitted or required to be given to the District may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball ISD
Attn: Superintendent of Schools
310 S. Cherry Street
Tomball, Texas 77375

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

13.3. Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

14. MISCELLANEOUS

14.1. The terms and provisions of this Agreement constitute the entire Agreement between the City and the District, and no modification of this Contract is effective unless in writing and executed by both Parties.

14.2. Notwithstanding anything to the contrary contained in this Agreement, City and District agree and acknowledge that the District is entering into this Agreement in reliance on City's ability to provide SRO services. The District accepts the relationship of trust and confidence established between it and the City by this Agreement. The City covenants with District to use its best efforts, skill, judgment, and abilities to perform the services outlined herein and to further the interest of the City and the District in compliance with all applicable federal, state, and municipal laws, regulations, codes, ordinances, and orders and with those of any other body having jurisdiction.

The City warrants, represents, covenants, and agrees that all work to be performed by the City under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in provided similar services in major United States urban areas under the same or similar circumstances and involving a project such as the work to be performed in accordance with this Agreement.

14.3. The provisions of this Agreement are severable and if, for any reason, a clause, sentence, paragraph, or any other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

14.4. The failure of either Party to insist upon the performance of any term or provision of the Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of either Party's right to assert or to rely upon such term or right on any future occasion.

14.5. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of the Agreement, the venue for said action shall lie in Harris County, Texas.

14.6. This written instrument and any exhibits hereto which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the Parties hereto concerning the work and services to be performed hereunder and any prior contemporaneous oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by both the City and District.

14.7 It is understood and agreed between the Parties that each Party will be responsible for its own actions or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurrent negligence of both Parties, liability, if any, will be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. The District and City agree that each Party will be individually responsible for responding to all complaints or causes of action resulting from the provision of services pursuant to this Agreement.

14.8 The Parties expressly acknowledge that both the City and the District are governmental entities of the State of Texas, and nothing in this Agreement, including but not limited to its execution and the performance by the Parties of their respective functions or obligations hereunder, is intended to waive or relinquish, or shall waive, relinquish, or be considered as a waiver or relinquishment by the City or by the District of the right to claim any exemptions, privileges, rights, defenses, or immunities, including without limitation any governmental, sovereign immunities or defenses, from or to liability or prosecution available to either Party or to their respective trustees, officers, employees, or agents under federal or Texas laws, including without limitation the Texas Constitution or the laws of the State of Texas.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 14 day of June 2022.

CITY OF TOMBALL

ATTEST:

Doris Speer, City Secretary


David Esquivel, City Manager

TOMBALL INDEPENDENT SCHOOL DISTRICT

ATTEST:



Dr. Steven Gutierrez, Chief Operating Officer



Martha Salazaar-Zamora, Superintendent of Schools

EXHIBIT A. STANDARD RESPONSE PROTOCOL

Standard Response Protocol Program Description:

The I Love U Guys Foundation (The Foundation) created its *proprietary* Standard Response Protocol (“SRP”) for classroom response based on five actions. When communicating these actions, the action is labeled with a “**Term of Art**” and is then followed by a **Directive**. Execution of the action is performed by active participants, including students, staff, teachers and first responders.

Purpose of Using Terms of Art:

By standardizing vocabulary, all stakeholders can understand the response and status of the event. For students, this provides continuity of expectations and actions throughout their educational career. For teachers and staff this becomes a simpler process to train and drill. For first responders, the common vocabulary and protocols establish a greater predictability that persists through the duration of an incident. Parents can easily understand the practices and can reinforce the protocol. Additionally, this protocol enables rapid response determination when an unforeseen event occurs.

Terms of Art:

- The “Term of Art” **Hold** is followed by the Directive “**In your room or area**” (or announce a location). The action is for the purpose of keeping halls and/or common areas clear until an incident is resolved.
- The “Term of Art” **Secure** is followed by the Directive “**Get Inside. Lock Outside Doors.**” The action associated with Secure is to bring participants into the Building, and secures the building’s outside perimeter by locking appropriate windows, doors or other access points.
- The “Term of Art” **Lockdown** is followed by the Directive “**Locks, Lights, Out of Sight**” The action associated with Lockdown is to secure individual classroom doors, move away from inside corridor line of sight and maintain silence until first responders release the room.
- The “Term of Art” **Evacuate** is followed by the Directive “**To a Location**” (Where Location is announced.) The action associated with Evacuate is to move students and staff from one location to another.
- The “Term of Art” **Shelter** is followed by the Directive “**Type and Method**” (Where Type is dictated by weather and other hazards which can be present in the region, and Method is an appropriate shelter method for those weather and other hazards.) The action associated with Shelter is dependent on the stated Type and Method.

Agreement by Tomball Independent School District

TISD agrees to incorporate the SRP in the official, existing, written safety plans for the District or school, as applicable, either in the body or as an addendum or amendment.

1. TISD agrees to appoint an SRP Liaison who will act as the primary contact regarding communication with the Agency and other department, district or agency SRP Liaisons.
2. TISD agrees to incorporate the SRP using the terms of art and the associated directives as defined in the Program Description.
3. TISD agrees to provide Law Enforcement Agencies having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.
4. TISD agrees to provide Fire Departments having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.
5. TISD agrees to provide Emergency Medical Services having jurisdiction within the

- district/school with notice of compliance with SRP terms of art and directives.
6. TISD agrees to provide County and/or City Emergency Managers having jurisdiction within the School District with notice of compliance with SRP terms of art and directives.
 7. TISD agrees to provide students with training on the SRP at least once per school year.
 8. TISD agrees to provide staff with training on the SRP at least once per school year.
 9. TISD agrees to drill each action.

Agreement by Tomball Police Department

1. The City agrees to incorporate SRP in the official written response plans of the Organization, either in the body or as an addendum or amendment.
2. The City agrees to appoint an SRP Liaison who will act as the primary contact regarding communication with The Agency and other department, district or agency SRP Liaisons.
3. The City agrees to implement the SRP using the terms of art and the associated directives as defined in the Program Description.
4. The City agrees to provide Fire Departments having jurisdiction within the Organization's District with notice of compliance with SRP terms of art and directives.
5. The City agrees to provide Emergency Medical Services having jurisdiction within the Organization's District with notice of compliance with SRP terms of art and directives.
6. The City agrees to provide County and/or City Emergency Managers having jurisdiction within the Organization's District with notice of compliance with SRP terms of art and directives.
7. The City agrees to train dispatch personnel in The Standard Response Protocol.
8. The City agrees to train School Resource Officers in The Standard Response Protocol.
9. The City agrees to train other appropriate personnel in The Standard Response Protocol.

Updates to SRP:

The Foundation may update its SRPs and its Terms of Art from time to time and will notify Organization of any such updates. The District agrees to implement any such changes in a reasonable time frame, and communicate the changes with the City.

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 1, 2022

Topic:

Approve Administrative Policy Number 2, Special Events & Fireworks Events.

Background:

This administrative policy formalizes the approval process for any non-city sponsored event and fireworks show within the City Limits, giving Council the ultimate approval authority prior to receiving a fireworks permit from the Tomball Fire Department Fire Prevention Division or proceeding forward with any other special event through the Marketing and Tourism Department.

This Administrative Policy will replace the Annexation Policy in codification, which was repealed on March 18th 2002.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Joe Sykora</u>	<u>07/19/2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT SPECIAL EVENTS AND FIREWORKS	NUMBER: 2	EFFECTIVE DATE:	PAGE 1 OF 4
	REVISED:	APPROVED BY CITY MANAGER:	
	SUPERSEDES:	APPROVED BY CITY COUNCIL:	

SPECIAL EVENTS

DEFINITION: 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, fireworks, 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.
10. If Fireworks are a part of the event, a Fireworks Event Application shall accompany the Special Event Application.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT SPECIAL EVENTS AND FIREWORKS	NUMBER: 2	EFFECTIVE DATE:	PAGE 2 OF 4
	REVISED:	APPROVED BY CITY MANAGER:	
	SUPERSEDES:	APPROVED BY CITY COUNCIL:	

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.

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: _____
2. Sponsoring entity: _____
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: _____ Phone: _____
6. Contact address: _____
7. Contact email: _____
8. Event date: _____
9. Event times: Start _____ Finish _____ Set-up _____ Breakdown _____
10. Is this event for charity? Yes ___ No ___
11. If yes, what charity? _____ Tax ID _____
12. If yes, what percentage of net proceeds will be donated to the charity? _____
13. On-site contact: _____ Mobile Phone: _____
14. Estimated number of attendees: _____
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: _____
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 _____
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial _____
21. Name of insurance carrier: _____
22. Are Fireworks included in your event? ___ No ___ Yes (Must submit Fireworks Event Application)

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT SPECIAL EVENTS AND FIREWORKS	NUMBER: 2	EFFECTIVE DATE:	PAGE 1 OF 4
	REVISED:	APPROVED BY CITY MANAGER:	
	SUPERSEDES:	APPROVED BY CITY COUNCIL:	

FIREWORKS EVENT

DEFINITION: Any non-sanctioned city event, including but not limited to wedding, party, or other gathering, involving the use of any firework. A firework is defined as any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether specially designated and defined or not.

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

1. A completed Fireworks Application must be submitted to the Tomball Fire Department at least 90 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, fireworks, 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, location, a detailed site map, hours of fireworks show, type of fireworks show (aerial or ground effects).
THIS DOES NOT CONSTITUTE A PERMIT FROM THE FIRE MARSHAL'S OFFICE.
 - a. Aerial Fireworks Shooting Sites shall not be within
 - i. 1000 feet of a structure on an abutting property
 - ii. 500 feet of a lot line where livestock are present
3. If approved by the Tomball Fire Department, 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.
4. If approved by the Tomball City Council, no less than 14 days prior to the event the applicant's state licensed pyro-technician shall submit appropriate documentation for permitting to the Tomball Fire Department Fire Prevention Division for permitting.
 - a. A nominal plan review fee will be charged according to the most recent City of Tomball Council adopted Fee Schedule.
5. Failure to comply with these guidelines may result in a fine not to exceed \$2000.

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT

NUMBER:

2

EFFECTIVE DATE:

PAGE 4 OF 4

**SPECIAL EVENTS AND
FIREWORKS**

REVISED:

APPROVED BY CITY MANAGER:

SUPERSEDES:

APPROVED BY CITY COUNCIL:

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 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 and permitted by the Tomball Fire Department.

Request for permission to conduct and Fireworks Show for the following type of event (please check one):

Festival ___ Community Event ___ Wedding ___ Music Event ___ Other (specify) ___

1. Event title: _____
2. Contact: _____ Phone: _____
3. Contact address: _____
4. Contact email: _____
5. Event date: _____
6. Firework Show Event times: Start _____ Finish _____ Set-up _____ Breakdown _____
7. Fireworks Show Type (Check All that Apply): _____ Aerial _____ Ground Effects
8. State -Licensed Fireworks Provider: _____ Phone: _____

9. On-site contact: _____ Mobile Phone: _____
10. Estimated number of attendees: _____
11. Detailed site map is attached: Yes ___ No ___
12. Is this event open to the public: Yes ___ No ___
13. Admission fee: \$ _____ Free ___

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Receive Petition and Grant Consent to the Acquisition of Road Powers by Harris County MUD No. 273 to Facilitate the Construction of Roads within the Boundaries of the District

Background:

Section 54.234 of the Texas Water Code authorizes a MUD to acquire the authority to design, acquire, construct, finance, issue bonds for, operate, maintain, and convey to another governmental entity a road that is a thoroughfare or arterial or collector or any improvement in aid of the road. MUD No. 273 requests the City's consent to the acquisition of road powers by MUD No. 273; upon completion of the project, MUD No. 273 intends to convey the right-of-way for, and the completed construction of the roads to Tomball for ownership, operation and maintenance.

Origination: Allen Boone Humphries Robinson, LLP on behalf of Harris County Municipal Utility District No. 273

Recommendation: Receive petition and grant consent for acquisition of road powers by MUD No. 273

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

Signed	<u>Doris Speer</u>	<u>7-28-2022</u>	Approved by	<u></u>
	Staff Member	Date		City Manager
				Date

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

July 22, 2022

Letter of Transmittal

To: Doris Speer, City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Re: Harris County Municipal Utility District No. 273

Via: US Mail

WE ARE SENDING YOU the following items:

Copies	Date	No.	Description
1	7/15/22		Petition Requesting Consent of The City of Tomball to Harris County MUD No. 273's Application for Road Power Authority
1			Harris County MUD No. 273 Development Plan

THESE ARE TRANSMITTED as checked below:

☒ For your approval

☐ For review and comment

☒ For your files

☐ For execution

☐ Per your request

☐ For execution and notarization

Remarks: Please see the attached documents that were submitted to the City Manager. If you have any questions, please feel free to give me a call.

SIGNED:



Angie Lutz
Attorney for the District
alutz@abhr.com
713-860-6470

PETITION REQUESTING CONSENT OF
THE CITY OF TOMBALL
TO HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273's
APPLICATION FOR ROAD POWER AUTHORITY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS:

The Board of Directors of Harris County Municipal Utility District No. 273 (hereinafter, the "District"), pursuant to the provisions of Section 54.234, Texas Water Code, as amended, hereby respectfully petitions the City of Tomball, Texas (the "City"), requesting the City's consent to the District's acquisition of road powers, and would show the following:

ARTICLE I

The District was duly created by the Texas Commission on Environmental Quality (the "TCEQ") on June 23, 1986, and is authorized to operate under Chapter 54, Texas Water Code, upon a Petition filed by the owners of land within the boundaries of the District.

ARTICLE II

Section 54.234, Texas Water Code, authorizes a district to acquire the authority to design, acquire, construct, finance, issue bonds for, operate, maintain, and convey to another governmental entity a road that is a thoroughfare or arterial or collector or any improvement in aid of the road. The Board of Directors of the District is pursuing its acquisition of road powers to facilitate the construction of roads within the boundaries of the District. The District intends to convey the right of way for, and the completed construction of the roads to the City for ownership, operation, and maintenance.

ARTICLE III

Section 54.016, Water Code, provides that consent of a city is required when land within a District is within a city's corporate boundaries or extraterritorial jurisdiction for creation of, annexation by, and other grants of new authority for a district.

ARTICLE IV

At the meeting of the Board of Directors at which the Resolution to the TCEQ was approved and its submittal to the TCEQ was authorized, the Board of Directors also

authorized this Petition to the City for its consent to the District's acquisition of road powers.

WHEREFORE, the District's Board of Directors prays that this Petition be considered at the next regular meeting of the City of Tomball, and that the City grant the Petition and enter an Order Consenting to the District's acquisition of road powers, pursuant to Section 54.234, Texas Water Code.

RESPECTFULLY SUBMITTED this 15th day of July, 2022.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 273

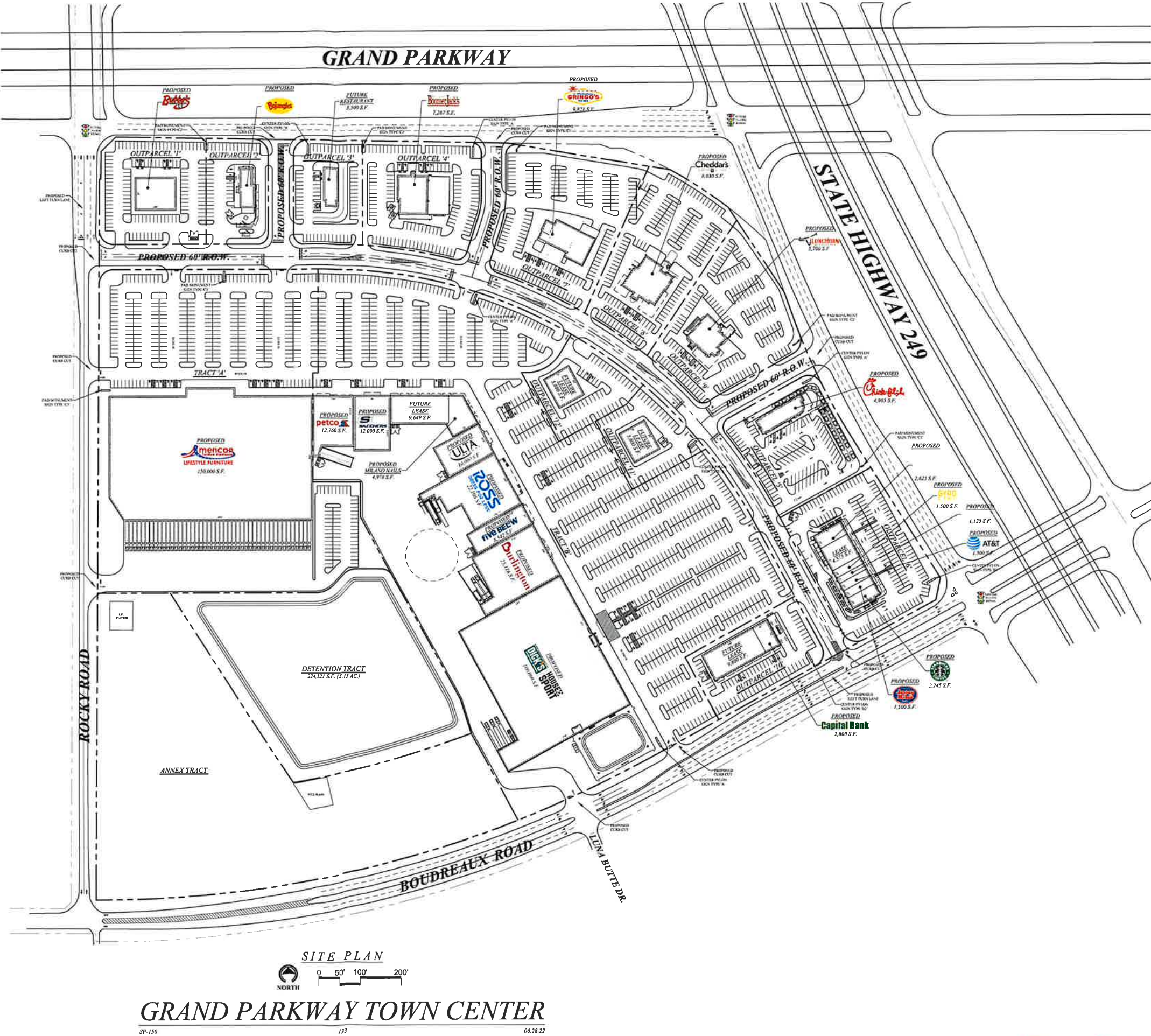
By: Mark Day
Name: Mark Day
Title: President

ATTEST:

By: Margaret Gallagher
Name: Margaret Gallagher
Title: Secretary



DEVELOPMENT SYNOPSIS						
MAJOR LEASE SHOPPING CENTER TRACTS						
TRACT #	LAND AREA		BUILDING AREA	PARKING PROVIDED	PARKING RATIO / 1000	DENSITY %
	(S.F.)	(ACRES)				
TRACT 'A'	437,705	10.05	150,000	383	2.55	34.27
TRACT 'B'	830,576	19.07	214,000	938	4.38	25.77
OUTPARCEL '1'	65,328	1.50	8,000	117	14.63	12.25
OUTPARCEL '2'	37,541	0.86	2,300	36	15.65	6.13
OUTPARCEL '3'	41,882	0.96	3,250	61	18.77	7.76
OUTPARCEL '4'	73,619	1.69	7,267	122	16.79	9.87
OUTPARCEL '5'	67,526	1.55	4,965	74	14.90	7.35
OUTPARCEL '6'	91,405	2.10	15,126	130	8.59	16.55
OUTPARCEL '7'	98,344	2.26	9,821	148	15.07	9.99
OUTPARCEL '8'	86,494	1.99	8,030	147	18.31	9.28
OUTPARCEL '9'	86,676	1.99	5,700	134	23.51	6.58
OUTPARCEL '10'	51,722	1.19	12,600	69	5.48	24.36
OUTPARCEL '11'	34,049	0.78	5,600	38	6.79	16.45
OUTPARCEL '12'	38,448	0.88	5,600	47	8.39	14.57
SUBTOTAL	2,041,315	46.86	452,259	2,444	5.40	22.16
DETENTION	224,121	5.15				
ANNEX TRACT	395,356	9.08				
R.O.W.	186,062	4.27				
R.O.W. TAKING	11,648	0.27				
TOTAL	2,858,503	65.62				
This Site Plan is presented solely for the purpose of identifying the approximate location and size of the buildings presently contemplated within the Shopping Center. Subject to the limitations, conditions and any other restrictions expressly provided for in the Lease, building sizes, site dimensions, access, parking and landscaping areas are subject to change at Landlord's discretion. Except as otherwise expressly provided in the Lease, the identities of any other existing or proposed tenants or occupants, as well as the designation of any building space to be occupied by the same, are for information purposes only, shall not constitute any agreement or covenant on the part of Landlord as to the future use or occupancy of any such building space, and shall remain subject to change at Landlord's discretion.						
DEVELOPMENT SYNOPSIS LAST UPDATED: SP150					DATE: 06.28.22	



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 1, 2022

Topic:

Approve recommended changes to applications for the Board & Commissions and for the Tourism Advisory Committee

Background:

During the City Council Retreat on July 15, Council recommended the following changes to the Board and Commissions application:

1. Request a resume from applicants
2. Request a brief bio from applicants
3. Include the question: Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.
4. Include Conflict of Interest Questionnaire (CIQ) & Conflict of Interest Statement (CIS)

Additional provisions suggested by Council were term limits for board members and limiting board members to serve on only one board at a time (no concurrent appointments on multiple boards); if Council desires these provisions, further action will be needed (resolution/ordinance).

Origination: City Council

Recommendation:

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, Asst City Secretary

FUNDING (IF APPLICABLE)

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

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

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

Signed Tracylynn Garcia Approved by _____
Staff Member Date City Manager Date



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be [public information](#). You will be contacted before any appointments [are considered](#) to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type of Print Clearly:

Date: _____

Name: _____

Phone: _____
(Home)

Address: _____

Phone: _____
(Work)

City/State/Zip _____

Cell: _____

Email: _____

I have lived in Tomball ____ years.

I am ____ am not ____ a U.S. Citizen

[NOTE: DTAC Board does not require Tomball residency](#)

Occupation: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Please attach a resume and a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS) and Board Member Election on Disclosure

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
☐ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- ☐ Tomball Economic Development Corporation

Meeting Information

Six (6) regular scheduled meetings,
usually on the second Tuesday of the
Month, 5:30 p.m.; the annual meeting is
in May (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

- ☐ Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- ☐ Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- ☐ Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not
require Tomball residency

Meeting Information

As called

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,
AND COMMITTEES.**

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,
20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____,

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20 _____.

(month)

(year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

**Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.**

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

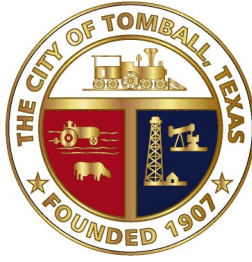
___ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be **public information**. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. **Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.**

Please Type of Print Clearly:

Date: _____

Name: _____

Phone: _____
(Home)

Address: _____

Phone: _____
(Work)

Email _____

I have lived in Tomball ____ years.

I am ____ am not ____ a U.S. Citizen

I am applying as (please check all that apply):

- _____ a Tomball Resident, residing within the city limits of Tomball
- _____ an Owner, Officer or Director of a business, other than a hotel or motel,
with offices within the city limits of Tomball
- _____ an Employee or Officer of a hotel or motel located in the
city limits of Tomball

Occupation: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Please attach a resume and a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS) and Board Member Election on Disclosure

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office (281-290-1002) for two years.

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.

Signature of Applicant
(*Must be signed/signature typed in*)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
dspeer@ci.tomball.tx.us
fax: 281-351-6256

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,
20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____,
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____,
(month) (year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

**Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.**

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name

Eligibility Requirements

In accordance with Chapter 2, Article VIII of the Code of Ordinances the following eligibility requirements must be met by all applicants.

1. Each member must be a registered voter of the City of League City who has resided in the City of League City for at least six (6) months and shall not be delinquent in the payment of any monies owed to the City of League City for City taxes, City utility bills, or other assessments for which official notice of delinquency has been submitted to the member by proper authority. The member also must not have any pending claims against the City. The member shall not be related to any City Council Member in the following manner:

Relatives by Consanguinity shall include: parents, children, siblings, grandchildren and grandparents, great-grandparents and great-grandchildren, aunts, uncles, nieces/nephews.

Relatives by Affinity shall include: spouse, parents of spouse, siblings of spouse, grandparents and grandchildren of spouse.

2. No member shall have a conflict of interest (business) and/or any appearance of impropriety where his/her position on that board or committee could result in a personal advantage or monetary benefit to accrue because of his/her position on the board.

3. No person shall be eligible for appointment or reappointment if previously convicted of a felony or crime involving moral turpitude. No person shall be eligible to serve on the Ethics Review Board if previously convicted of a felony, crime involving moral turpitude or offense categorized as a Class B misdemeanor or higher.

4. Persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Section 4B Industrial Development Corporation, Ethics Review Board or Finance Committee shall be required to include, along with their application, a detailed resume to include complete work history, description of positions held and tasks responsible for, educational background and professional certifications, if any, and a minimum of 3 character references.

5. Prior to appointment, each applicant must certify that they have read this article as it pertains to attendance and acknowledge that they understand the duties and responsibilities of the position.

6. Applicants must take an oath of office from the City Secretary within thirty (30) days of appointment or the appointment will be considered null and void.

7. Terms of office are for two (2) years (staggered) and shall expire on the 31st day of December, unless the length of the term is otherwise provided by the Charter, State statute, contract, or corporation laws.

8. No member shall serve simultaneously on more than two (2) boards. No member may serve on two (2) boards if the duties of the boards conflict with each other. An exception to this section is that members of the Planning Commission may be members of the Capital Improvements Advisory Committee and the Transportation Committee. Boards that have direct working relationships with each other may have non-voting, ex-officio members on the board with whom such working relationships exist. Those direct working relationships must be documented in writing by the Chair of the board or committee and approved by the Mayor in order for the non-voting, ex-officio members to be utilized. Members of the Planning Commission, Zoning Board of Adjustments, Section 4B Industrial Corporation, Ethics Review Board or Finance Committee may not simultaneously serve on more than one of such named boards or commissions.

✓ 9. All members, including ex-officio members, shall serve without salary.

10. Active participation by all appointed members is necessary for proper functioning of boards. If a member fails to attend more than three (3) consecutive regular meetings, or 51% of the time, without being excused he/she will automatically forfeit his/her position.

✓ 11. No member shall use their position for any personal influence or monetary gain and shall not purport to represent the board, commission, or committee in any way without obtaining the prior approval of a majority of the board.

12. The City Council, by majority vote, shall have the authority to remove any member of a board from office whenever, in its discretion, the best interest of the City shall be served.