

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



**Monday, July 03, 2023  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, July 03, 2023 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.

**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: 836 5665 6193 Passcode: 346622 . 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 Chaplain Earl Detwiler - Colonial Hill Bible Chapel
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
  - 1. Announcements



- **Kids Club Dates:**
    - July 14: Reptile show-n-tell and Reading games (Texas Snakes & More and LSC-Tomball Community Library) at Juergens Park (1331 Ulrich Rd) from 10 a.m. to 12 p.m.
    - August 11: Learn about emergency vehicles and Splash Day at Tomball Depot Plaza (201 S. Elm St). from 10 a.m. to 12 p.m.
  - **2023 Swim Season (Jerry Matheson Park Pool):**
    - Monday-Closed
    - Tuesday thru Friday - 10am - 6pm
    - Saturday & Sunday – 12pm - 8pm
- REGULAR SEASON HOURS 2023**
- May 30th (Start Date) thru August 13th (Sunday) End Date
- END OF SEASON HOURS 2023**
- August 19th (Saturday) Noon – 8pm
  - August 20th (Sunday) Noon – 8pm
  - August 26th (Saturday) Noon – 8pm
  - August 27th (Sunday) Noon – 8pm
  - September 2nd (Saturday) Noon – 8pm
  - September 3rd (Sunday) Noon – 8pm
  - September 4th (Monday) 10am – 6p
- The Pool will be open to the public on weekends until Labor Day

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

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

1. Adopt, on Second Reading, Ordinance No. 2023-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acre of land legally described as being all of Lot 265 in Tomball Townsite from Agricultural (AG) to Light Industrial (LI) zoning. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

2. Adopt, on First Reading, Ordinance No. 2023-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
  3. Adopt, on Second Reading, Ordinance No. 2023-16, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to Office (O) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
  4. Adopt, on Second Reading, Ordinance No. 2023-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
- G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve the Minutes of the June 19, 2023, Regular City Council Meeting.

2. Approve Resolution No. 2023-33, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 51<sup>st</sup> annual Tomball Night on Market St and around downtown Tomball, on Friday, August 4, 2023
3. Approve Request from Tomball High School for City Support and In-Kind Services for the “Tomball HS Homecoming Parade” and rally on Main St and ending in a rally in downtown Tomball, on Wednesday, October 4, 2023
4. Approve request for Tomball Museum Center to receive assistance for the 2<sup>nd</sup> Annual Classic Car Social at the Tomball Museum Center on Saturday, September 30, 2023 from 10 a.m. – 2 p.m.
5. Authorize the City Manager to execute a letter to Harris County requesting to terminate the City of Tomball’s participation in Harris County’s Entitlement Program for Fiscal Years 2024-2026.
6. Approve an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for Fiscal Year 2023, for a not-to-exceed amount of \$150,000 (RFP 2023-12), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.
7. Approve a purchase from Equipment Controls Company, Inc. for Sensus transmitters for gas meters, as an exclusive authorized distributor of Sensus products, for a not-to-exceed amount of \$83,844.25, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.

H. New Business

1. Discuss and provide direction for Short-Term Rental Monitoring, Identification, and Compliance Services.
2. Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within the Winfrey Estates Public Improvement District in the City of Tomball, Public Improvement District Number Twelve (PID 12), established by City Council Resolution No. 2022-10. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.

3. Adopt, on First Reading, Ordinance Number 2023-20, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Winfrey Estates Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.
4. Approve Resolution 2023-32, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Raburn Reserve Public Improvement District Improvement Area Three (IA#3); Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.
5. Provide staff direction for the award of a contract to Cypress Holiday Concepts for the installation of holiday lighting at City facilities for Fiscal Year 2024 (RFP 2023-11). These expenditures would need to be obligated in the Fiscal Year 2023-2024 budget.
6. Consideration and possible action to appoint/reappoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.
7. Consideration and possible action to appoint/reappoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.
8. Consideration and possible action to appoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.

9. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

I. Adjournment

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of June 2023 by 8:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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) 290-1019 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov)

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

- **Kids Club Dates:**
  - July 14: Reptile show-n-tell and Reading games (Texas Snakes & More and LSC-Tomball Community Library) at Juergens Park (1331 Ulrich Rd) from 10 a.m. to 12 p.m.
  - August 11: Learn about emergency vehicles and Splash Day at Tomball Depot Plaza (201 S. Elm St). from 10 a.m. to 12 p.m.
- **2023 Swim Season (Jerry Matheson Park Pool):**
  - Monday-Closed
  - Tuesday thru Friday - 10am - 6pm
  - Saturday & Sunday - 12pm - 8pm

**REGULAR SEASON HOURS 2023**

- May 30th (Start Date) thru August 13th (Sunday) End Date

**END OF SEASON HOURS 2023**

- August 19th (Saturday) Noon – 8pm
- August 20th (Sunday) Noon – 8pm
- August 26th (Saturday) Noon – 8pm
- August 27th (Sunday) Noon – 8pm
- September 2nd (Saturday) Noon – 8pm
- September 3rd (Sunday) Noon – 8pm
- September 4th (Monday) 10am – 6p

The Pool will be open to the public on weekends until Labor Day

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Tracylynn Garcia, 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 # \_\_\_\_\_





# City Council Agenda Item Data Sheet

Meeting Date: 07/03/2023

**Topic:**

Adopt, on Second Reading, Ordinance No. 2023-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acre of land legally described as being all of Lot 265 in Tomball Townsite from Agricultural (AG) to Light Industrial (LI) zoning. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas; 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:**

The subject property has been within the City Limits of Tomball since at least 1907. The property has remained vacant since that time. The applicants are requesting to rezone the subject property to Light Industrial in conjunction with a separate request for a Conditional Use Permit to allow an “Electric Storage System” land use. There has been a lot of interest in the development of an “Electric Storage System” within the City of Tomball, particularly the development of such a facility near the existing CenterPoint Energy substation located in the 900 block of S. Pitchford Road. This interest has led to the City Council adopting amendments to the City of Tomball Code of Ordinance earlier this year (Ordinance No. 2023-03). This ordinance created the “Electric Storage System” land use, which also provided a definition to the land use and specified that such uses shall only be permitted within the Light Industrial zoning district with the approval of a Conditional Use Permit. City staff met with the applicants on a few occasions over the past several months to discuss the potential for their development. During these meetings staff expressed the concerns discussed by the City Council which were brought up during separate meetings with a different company interested in a similar development located in the same general vicinity. Specifically, staff shared City Councils concerns regarding the safety of locating such facilities in such close proximity to Old Town Tomball and the nearby existing residences.

**Origination:**

**Recommendation:**

City staff recommends approval of Zoning Case Z23-05. Planning and Zoning Commission recommends Denial (2 Votes Aye, 3 Votes Nay).

**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

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
MAY 8, 2023  
&  
CITY COUNCIL  
MAY 15, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, May 8, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, May 15, 2023 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 Z23-03:** Request by Chris & Tiona Campbell, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite from Single Family Residential Estate – 20 (SF-20-E) to General Retail (GR) zoning. The property is generally located within the 11100-11200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-04:** Request by Rosehill Estates, LLC represented by George Jarkesy to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.11 acres of land legally described as being Lot 2, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential Estate – 20 (SF-20-E) to Commercial (C). The property is located at 1820 S. Cherry Street, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-05:** Request by Michael Kirtley represented by Sam Jackson of Black Mountain Energy Storage II LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5 acre of land legally described as being all of Lot 265 in Tomball Townsite from Agricultural (AG) to Light Industrial (LI) zoning. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-06:** Request by Red Grip LLC., represented by Mike Matheson to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.04 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Commercial (C) to Office (O) zoning. The property is generally located within the 1200-1300 blocks (south side) of Rudel Drive, within the City of Tomball, Harris County, Texas.

**Case CUP23-03:** Request by Chris & Tiona Campbell, for a Conditional Use Permit to allow “Residential Use” within General Retail (GR) zoning. Affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 11100-11200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

**Case CUP23-04:** Request by Michael Kirtley, represented by Sam Jackson of Black Mountain Energy Storage II LLC., for a Conditional Use Permit to allow an “Electric Storage System” within Light Industrial (LI) zoning. Affecting land legally described as being all of Lot 265 in Tomball Townsite. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas.

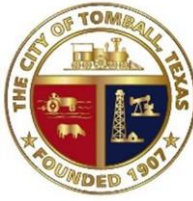
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, and the Public Works Buildings,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

### CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 5<sup>th</sup> day of May 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith  
Jared Smith  
City Planner

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



**City of Tomball**  
**Community Development Department**

«mailto»  
«mail\_addr\_»  
«mail\_addr1»  
«mail\_city», «mail\_state» «mail\_zip»

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z23-05**

**04/17/2023**

The Planning & Zoning Commission will hold a public hearing on **May 8, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Michael Kirtley represented by Sam Jackson of Black Mountain Energy Storage II LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5 acre of land legally described as being all of Lot 265 in Tomball Townsite from Agricultural (AG) to Light Industrial (LI) zoning. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **May 15, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: Z23-05**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

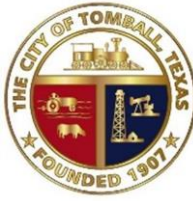
Name: «mailto»  
Parcel I.D.: «HCAD\_NUM»  
Address: «LocAddr»

Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

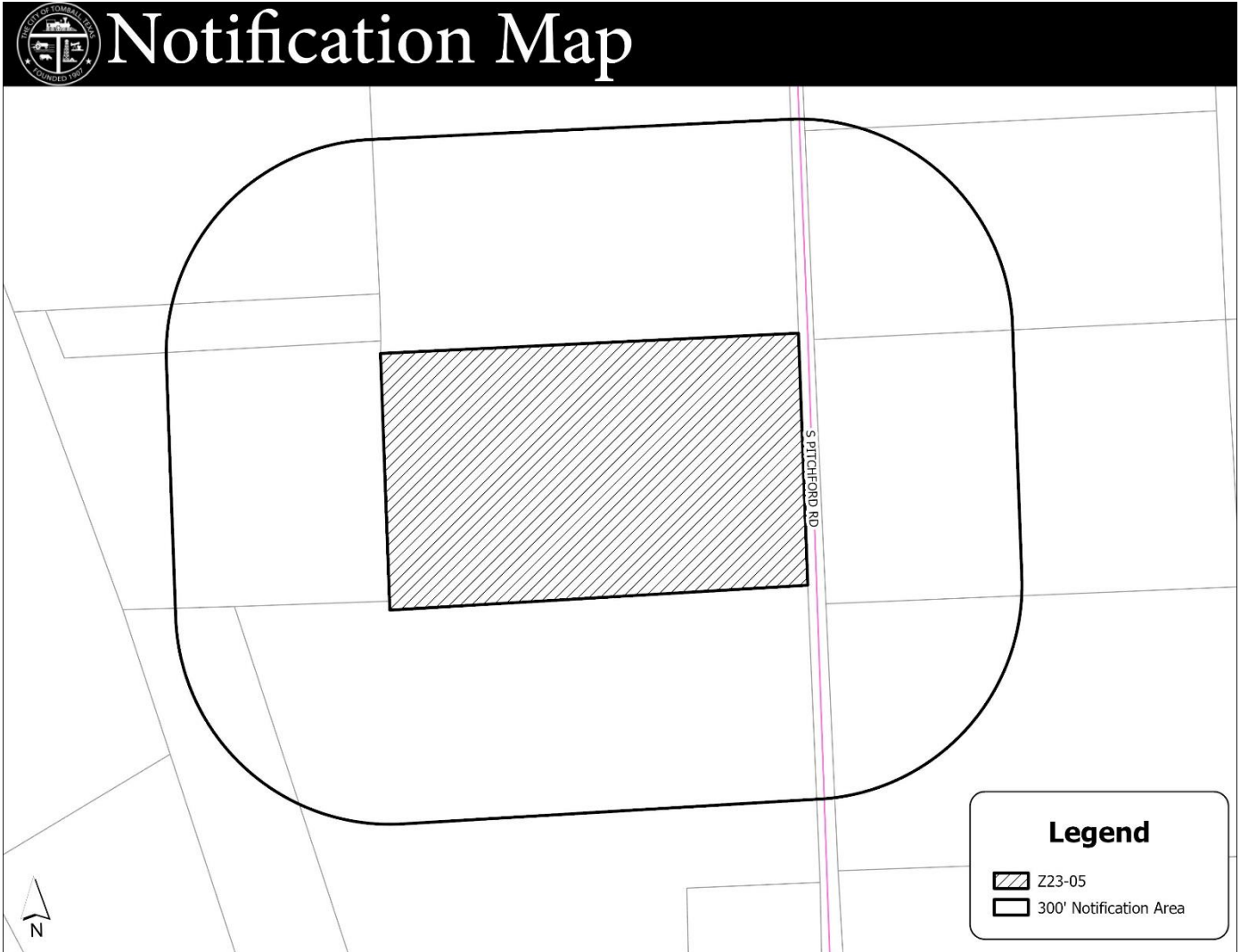
I am in favor  I am opposed   
Additional Comments:

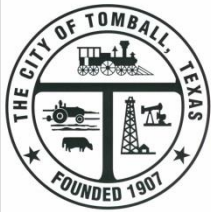
Signature: \_\_\_\_\_



*City of Tomball*  
*Community Development Department*

**Z23-05**





**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: May 8, 2023  
City Council Public Hearing Date: May 15, 2023

**Rezoning Case:** Z23-05  
**Property Owner(s):** Michael Kirtley  
**Applicant(s):** Black Mountain Energy Storage II LLC.  
**Legal Description:** Lot 265 of Tomball Townsite  
**Location:** 900-1000 blocks (west side ) of S. Pitchford Road  
**Area:** 5.00 acres  
**Comp Plan Designation:** Business Park and Industrial (Exhibit “B”)  
**Present Zoning:** Agricultural (AG) (Exhibit “C”)  
**Request:** Rezone from Agricultural (AG) to the Light Industrial (LI) district  
**Adjacent Zoning & Land Uses:**  
**North:** Agricultural (AG)/ Vacant/Electric Utility Infrastructure  
**South:** Agricultural (AG)/ Single Family residence  
**West:** Agricultural (AG) / Single-family residence  
**East:** Agricultural (AG) / Agricultural Accessory Structures

**BACKGROUND**

The subject property has been within the City Limits of Tomball since at least 1907. The property has remained vacant since that time. The applicants are requesting to rezone the subject property to Light Industrial in conjunction with a separate request for a Conditional Use Permit to allow an “Electric Storage System” land use. There has been a lot of interest in the development of an “Electric Storage System” within the City of Tomball, particularly the development of such a facility near the existing CenterPoint Energy substation located in the 900 block of S. Pitchford Road. This interest has led to the City Council adopting amendments to the City of Tomball Code of Ordinance earlier this year (Ordinance No. 2023-03). This ordinance created the “Electric Storage System” land use, which also provided a definition to the land use and specified that such uses shall only be permitted within the Light Industrial zoning district with the approval of a Conditional Use Permit. City staff met with the applicants on a few occasions over the past several months to discuss the potential for their development. During these meetings staff expressed the concerns discussed by the City Council which were brought up during separate meetings with a different company interested in a similar development located in the same general vicinity. Specifically, staff shared City Councils concerns regarding the safety of locating such facilities in such close proximity to Old Town Tomball and the nearby existing residences.



## ANALYSIS

**Description:** The subject property comprises 5.00 acres, located in the 900-1000 block (west side) of S. Pitchford Road. Currently the subject property is located within the Agricultural zoning district and has been within this zoning classification since the City of Tomball adopted zoning in 2008. All properties within the immediate vicinity are also located within the Agricultural zoning district. The neighboring property to the north is currently vacant property owned by CenterPoint Energy, this property is predominantly vacant aside from the electric utility infrastructure which is extending from the neighboring substation. The neighboring property to the south as well as the property immediately east of the subject property located on the east side of S. Pitchford Road are occupied by single family residences. The neighboring property to the west according to Harris County Appraisal District records is currently occupied by accessory agricultural structures.

**Comprehensive Plan Recommendation:** The property is designated as “Business Park & Industrial” by the Comprehensive Plans Future Land Use Map. This Business Park & Industrial category is intended to create opportunities for employment. The uses that are to be promoted in this designated land use should be uses that benefit from proximity to major thoroughfares which provide convenient access for vehicle traffic, including freight traffic.

According to the Comprehensive Plan, land uses should consist of office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Appropriate secondary uses may include things such as utility services, government facilities, and transportation/freight uses.

The Comprehensive Plan recommends the zoning districts of – Light Industrial (LI), Commercial (C), Office (O), or Planned Developments (PD) for the Business Park & Industrial land use category.

### **Staff Review Comments:**

The request to rezone the subject property to Light Industrial (LI) is in direct alignment with the Future Land Use Plans objective of establishing the Business Park & Industrial land use category on the subject property. However, there are development concerns pertaining to access to an industrial site from S. Pitchford Road. As mentioned in the Comprehensive Plan, additional consideration should be taken toward the location of Business Park & Industrial land uses when evaluating the proximity of industrial sites to major thoroughfares. Such projects benefit most from sites that can provide convenient access to major thoroughfares for vehicle traffic, including freight traffic. Given that S. Pitchford Road currently has a pavement width of approximately 16-feet wide, it is not presently suited for freight traffic. Any potential development within the proposed Light Industrial zoning district which may generate freight traffic would likely require the submission of a traffic impact analysis and would potentially require improvement to S. Pitchford Road prior to the approval of Site/Building plans by the City of Tomball. This concern is ultimately to provide context and should hold no bearing on the decision of whether Light Industrial zoning is appropriate for the parcel. As any such improvement to S. Pitchford will be decided at the time of development.

## **PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on April 18, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

## **RECOMMENDATION**

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-05.

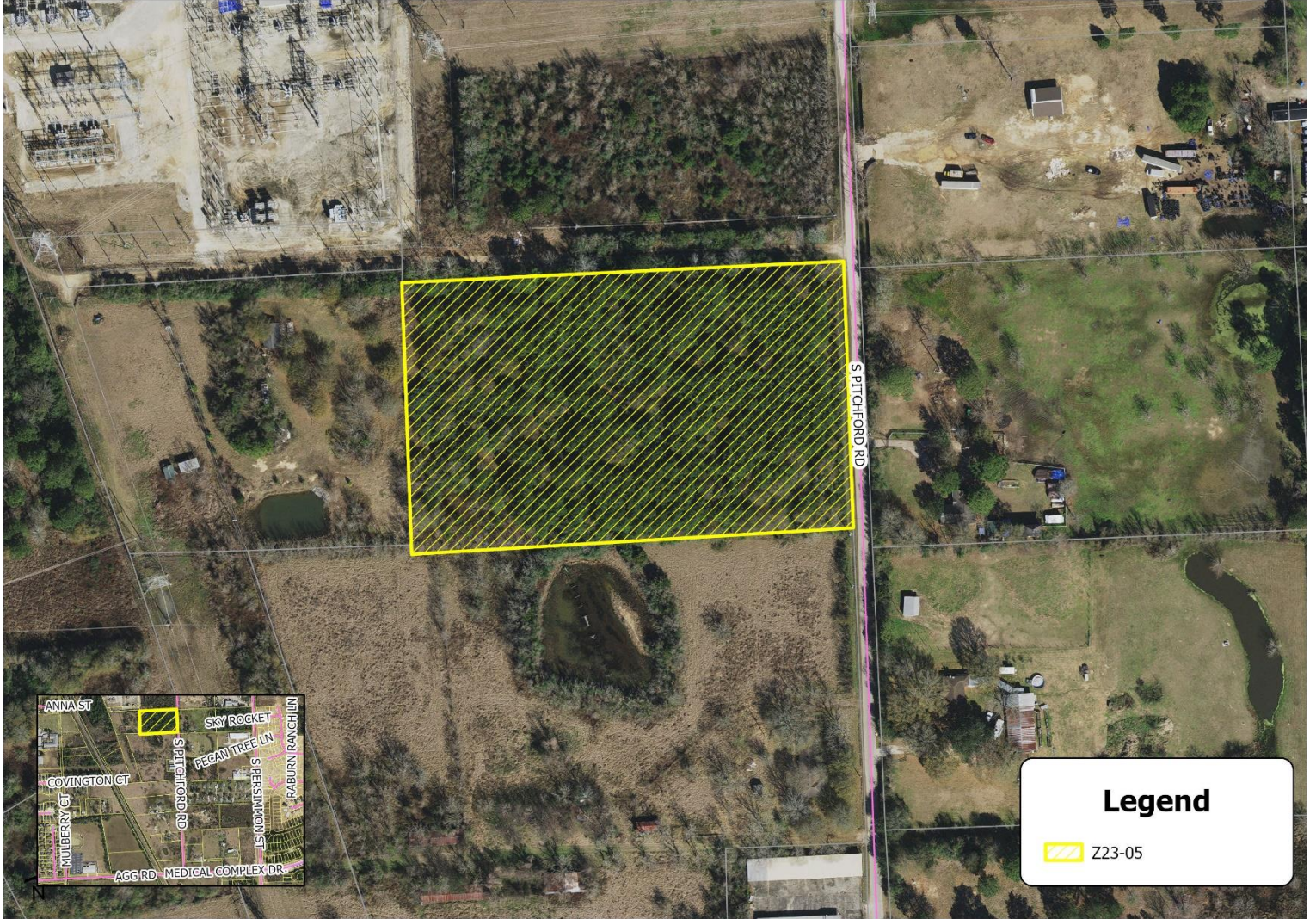
## **EXHIBITS**

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

Exhibit "A"  
Aerial Location Map



# Location Map



**Legend**


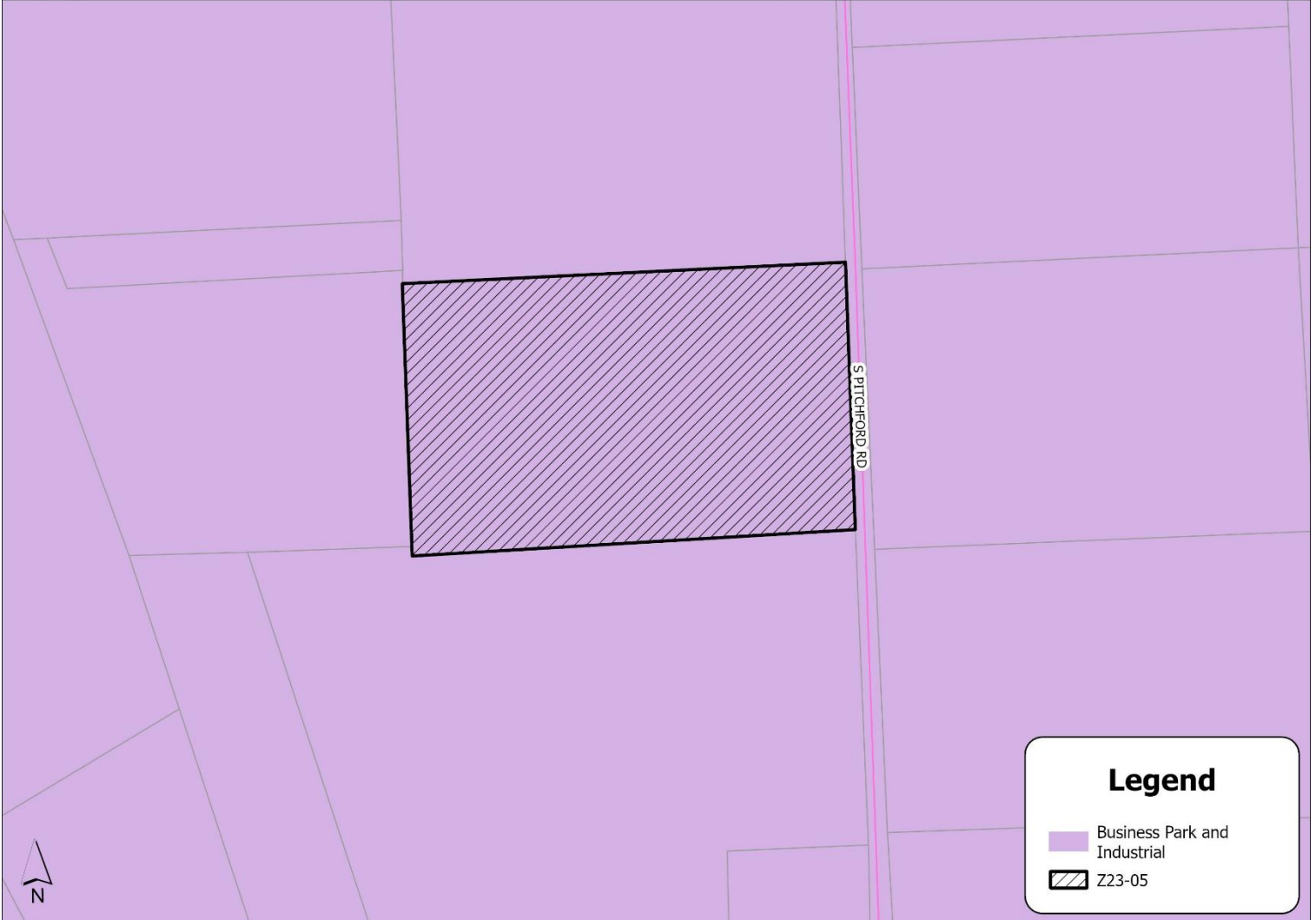
 Z23-05



Exhibit "B"  
Future Land Use Plan



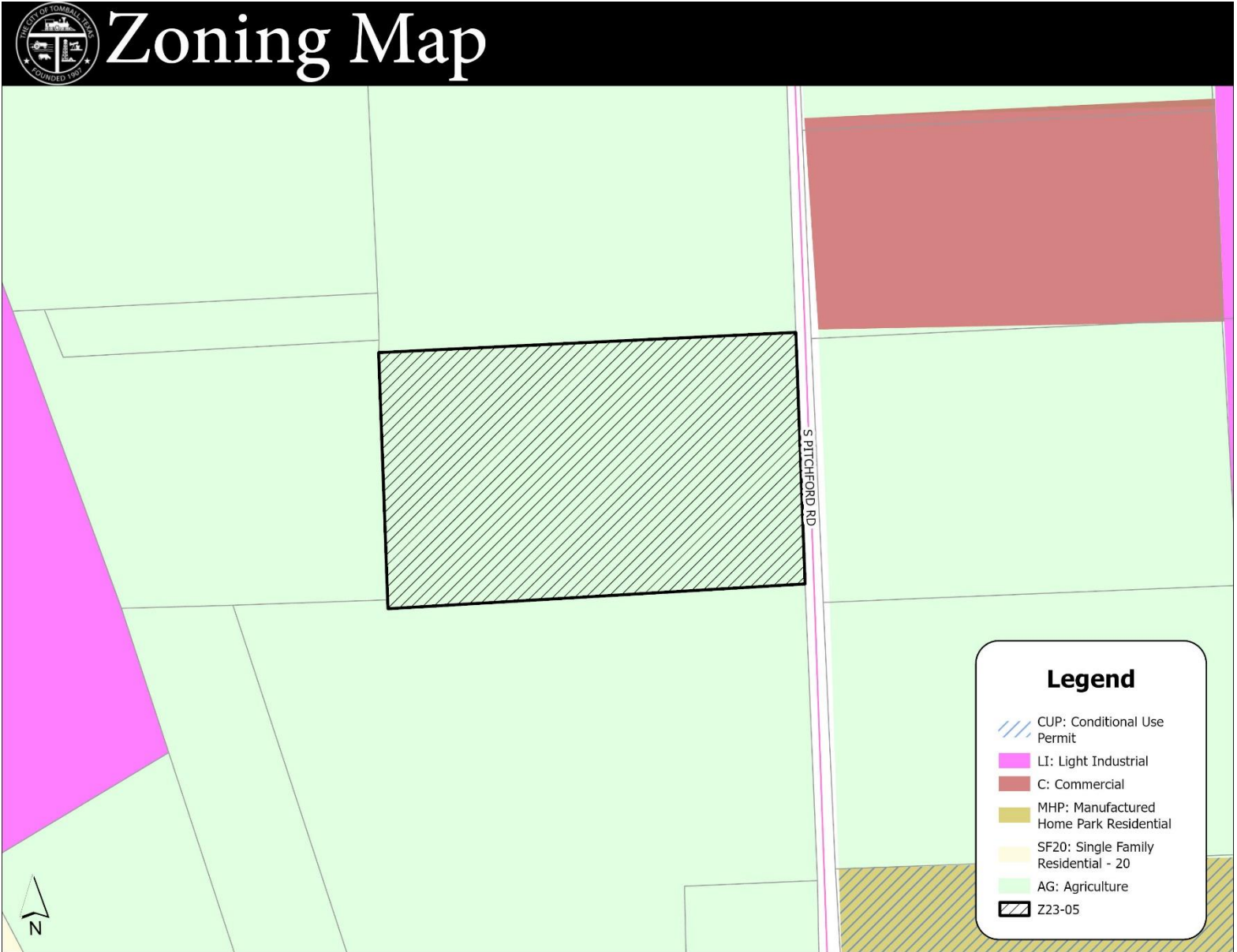
# Future Land Use Map



**Legend**

-  Business Park and Industrial
-  Z23-05

Exhibit "C"  
Zoning Map





**Exhibit "D"**  
**Site Photo(s)**

**Subject Site**



**Neighbor (East)**





## Neighbor (South)



## Neighbor (North)



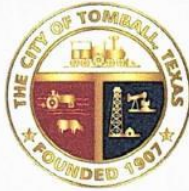


# Neighbor (Northwest)



**Exhibit "E"**  
**Rezoning Application**

Revised: 10/1/2022



**APPLICATION FOR RE-ZONING**

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

**DIGITAL PLAN SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

**WEBSITE:** [tomballtx.gov/secure/send](http://tomballtx.gov/secure/send)  
**USERNAME:** tomballedd  
**PASSWORD:** Tomball

**Applicant**

Name: Sam Jackson Title: Director of Development  
Mailing Address: 425 Houston Street, Suite 400 City: Fort Worth State: Texas  
Zip: 76102 Contact: \_\_\_\_\_  
Phone: (215) 022-0210 Email: sam.jackson@blackmtm.com

**Owner**

Name: Michael W. Kirtley Title: Landowner  
Mailing Address: 15714 Oxenford Dr. City: Tomball State: Texas  
Zip: 77377 Contact: \_\_\_\_\_  
Phone: (281) 932-4904 Email: mkk@houstone@yahoo.com

**Engineer/Surveyor (if applicable)**

Name: Justin W. Cantwell, RPLS Title: Survey Division Manager  
Mailing Address: 8312 Upland Avenue City: Lubbock State: Texas  
Zip: 79424 Contact: \_\_\_\_\_  
Phone: (806) 570-9899 Fax: (\_\_\_\_) \_\_\_\_\_ Email: jcantwell@centerlineengineering.net

**Description of Proposed Project:** Utility-scale battery energy storage system (BESS) facility

**Physical Location of Property:** Property on the southwest corner of S. Live Oak St. and Pitchford Rd.  
[General Location – approximate distance to nearest existing street corner]

**Legal Description of Property:** All of lot 265 of Tomball Townsite - Volume 2, Page 265, Deed Records of Harris County  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

**Current Zoning District:** Agriculture

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

Current Use of Property: Unoccupied vegetation

Proposed Zoning District: Light Industrial

Proposed Use of Property: Battery Energy Storage System (BESS)

HCAD Identification Number: 0352880000265 Acreage: 4.8

**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.**

Samuel Jackson 3/15/2023  
Signature of Applicant Date

Michael Kutley 3/21/2023  
Signature of Owner Date



## BC Global LP

Alberto P. Cardenas, Jr. [beto@bcglobal.law](mailto:beto@bcglobal.law)  
Office +1.713.731.1050 Mobile +1.713.818.2497

March 16, 2023

Mr. Jared Smith, City Planner  
City of Tomball  
401 Market Street  
Tomball, Texas 77375

Dear Mr. Smith:

Please accept this letter together with the attached, completed applications for Re-Zoning and a Conditional Use Permit on behalf of our client GridStor, and the applicant company Black Mountain Energy Storage II, LLC (BMES), for consideration by the City of Tomball, Texas.

BMES and its development partner GridStor are proposing to develop and construct a 200 MW Battery Energy Storage System (BESS) within the City. The proposed project, with a targeted commercial operations date of June 2025, is being considered on a single, contiguous, five-acre parcel located at the corner of Pitchford Road and South Live Oak Street (Harris County Appraisal District Account No. 0352880000265). This land, secured by BMES via a Lease Agreement, had been previously used for energy related purposes and is currently zoned by the City for agricultural use. Should the project proceed, it would be adjacent to CenterPoint Energy's substation and provide connectivity to the Electric Reliability Council of Texas (ERCOT) transmission grid via the City's substation, providing ERCOT more flexibility to respond to extreme events and thereby helping reduce energy power prices for consumers.

We understand that the City recently amended its Code of Ordinances to define and allow "Energy Storage Systems" within Light Industrial Zones. Accordingly, our client is therefore requesting Re-Zoning of the property from Agricultural to Light Industrial. Further, we recognize that a Conditional Use Permit would be required and have therefore paired and provided both applications for the City's consideration.

Included with this letter is additional information we believe will be helpful to the City as they review these applications. We look forward to working with you in the coming weeks to continue the discussions for this proposed project and its economic development opportunities.

Respectfully Submitted,



Alberto P. Cardenas, Jr.

BC Global LP  
Law Offices of Alberto P. Cardenas, Jr., PLLC  
Texas New York Washington

The Niels Esperson Building  
808 Travis Street, Suite 1424  
Houston, TX 77002  
[www.bcglobal.law](http://www.bcglobal.law)

### **Proposed Project Background and Value Proposition**

BMES filed an Interconnection Application with CenterPoint and ERCOT on March 22, 2022, to initiate the electrical study process required to support the interconnection of the proposed project to the existing CenterPoint Tomball substation. BMES and its employees have over 6 years of experience working with CenterPoint in scoping and interconnecting Battery Energy Storage Systems within Texas.

The project company has commissioned the following environmental studies to further de-risk the project site and ensure all environmental concerns are addressed: Phase 1 Environmental Site Assessment, Critical Issues Analysis, Wetland Delineation & Determination Report, Threatened & Endangered Species Report, and a Cultural & Historical Resources Report. All environmental studies have come back favorable, with no adverse environmental impacts anticipated as a result of development.

BESS provide significant benefits to Texans and the electric grid they depend upon, including:

Firm, dispatchable power to enhance grid reliability and balance the system. BESS delivers instantaneous power at times of peak energy demand, improving grid reliability and helping keep the lights on for homes, business owners, commercial and governmental facilities, and industrial users alike.

Energy to support Texas' economic development. Houston is forecasted to see a 10-15% increase in regional energy demand in the next 10 years, with a decline in firm power as older and uneconomic coal and gas plants retire and go offline. BESS will play a key role in replacing aging plants and supporting Texas' continued growth and economic development.

Energy bill savings by storing energy when power prices are low and discharging during high demand events, providing more power supply when needed the most.

Battery energy storage provides significant local investment opportunities in Texas communities, supports local landowners via land leases or acquisitions, and broadens local tax bases. This project is expected to provide tens of millions of dollars of property tax benefit to the City of Tomball and Harris County over two decades.

### **Technical Summary: Battery Energy Storage Systems**

Battery Energy Storage Systems are the leading technology for the storage of electricity to provide resiliency to the electric grid. The main battery technology is lithium-ion and within that the two main chemistries are Nickel Magnesium Cobalt (NMC) and lithium iron phosphate (LFP). For this project, LFP is the intended chemistry to be used due to its safer properties.

The most basic block of a battery is the battery cell. Each cell is combined with other cells into a battery module which provides a more usable form factor for energy systems. These modules are

installed in racks inside a metal enclosure. These metal enclosures typically are 20 to 40 ft in length, 6-8 ft wide and 8 ft tall. An enclosure typically provides around 3-5 Megawatt Hours of energy.

A proposed project consists of many number of enclosures to create the required energy capacity. Since the batteries provide direct current (DC) power, an inverter is needed to convert the DC power into alternating current (AC) power. Inverters typically range from 1 to 5MW in size and may have one or several enclosures connected to each. Given the project is tied to the utility grid, the AC power is stepped up from ~600-690VAC from the inverter to 34.5kV or higher to tie into the grid. This step up is performed by the power transformers and may go through two sets (medium voltage transformer and a main power transformer). The main power transformer is located in a substation on site which provides high voltage control and protection.

The proposed project will have a site controller that will safely operate the batteries and all associated equipment. Market signals are sent to the site controller for the project to follow. Additionally, there will be a robust fire safety system for the site.

**Fire Safety Considerations**

*National Safety Standards:* One of the top considerations for battery energy storage systems is safety. The National Fire Protection Association and Underwriters Laboratory have established robust safety standards specific to lithium-ion battery energy storage systems. The most relevant standards are overviewed below:

<b>Standard</b>	<b>Description (Project Context)</b>	<b>Scope</b>
UL 9540	Safety standard for energy storage systems and equipment. Aggregation of 1973, 1741, and fire safety at a system level, not just stand-alone equipment.	System
UL 9540A	Standard for Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems, prescribes procedure to perform cells –large scale fire testing.	DC Block
UL 1973	Safety standard for batteries used in stationary applications. Includes mechanical, electrical, and fire tests at cell level.	Inverter
UL 1741	Complement to IEEE 1547 –Interconnection of DR, functional, performance, and safety requirements for inverters.	Cells, Modules
NFPA 855	Standard for the installation of energy storage systems and references UL9540A test method	System/Facility



***The Proposed Project will meet or exceed all applicable national safety standards.***

*Fire Safety Features:* The industry has developed a multi-layered approach for monitoring and mitigating any fire safety event. As part of our approach to the project design, the safety features will be designed into an integrated system that is specific to the project needs.

Additional highlights and monitoring and mitigation features that may be deployed include:

- Battery Management System – continuously monitors health and safety of battery and provides controlled shutdown in abnormal conditions to provide early-fault detection and mitigation
- Smoke and heat detectors – may be designed either internally or externally to enclosure, providing detection and annunciation of an abnormal event.
- Gas detectors – monitors and detects off-gassing that may indicate early-stage abnormal event and provides controlled shutdown and ventilation to mitigate an explosive condition.
- Layout Separation Distance – UL 9540a is a large-scale fire test standard that determines the minimum separation distance between enclosures to prevent fire propagation. This separation distance is then utilized in the site spacing between battery enclosures.
- Module and Enclosure – batteries are encased in metal shells and enclosures to reduce propagation.
- Gas Ventilation/Deflagration Panels – prohibits the buildup of gases reaching unsafe conditions within an enclosure or allows controlled release of gases.
- Water suppression – water may be utilized to control fire propagation.
- Electrical safety design – devices such as fuses, circuit breakers, surge protection device, insulation monitoring device and others protect the electrical system from a fault condition.

*Emergency Response Plan:* An emergency response plan is a project specific document that details the procedure operators, first responders, and other stakeholders must follow during a safety event. For the project, there are 3 phases for the ERP including:

During Construction – City, Fire Department, Developer, equipment manufacturers, and fire safety consultants work together to establish the plan requirements based on land-use and resource protection limitations. This may include proximity to populated area(s), sensitive natural resources, and critical infrastructure. Once the requirements are established, the stakeholders will prepare a site-specific emergency response plan. The Plan will define the roles and responsibilities and covers potential emergency scenarios including fire. It is common to establish an agreed upon fire command center location onsite for first responders. The fire command center will typically include access for first responders to view the operating data of the site including cell temperatures, battery operating status, alarm status, and many other data points to help assess the situation.

Commissioning – During this phase, there will be onsite safety training of fire personnel and onsite project staff and covers all components of the emergency response plan.

Operations – During this phase, the emergency response plan is implemented. There will be ongoing drills, training, and refreshing of the plan as needed.



**Hazard Mitigation:** A hazard analysis report will be conducted to evaluate the site-specific impacts of a battery installation. The hazard analysis report will account for the expected lithium-ion battery technology and its data including temperature and quantity and types of gases generated during a thermal runaway event. This Report will be used to analyze impact to key receptors that have been identified. The goal of the hazard analysis is to provide quantitative analysis to the potential impacts of the project as well as provide for recommended mitigation strategies to minimize those impacts.

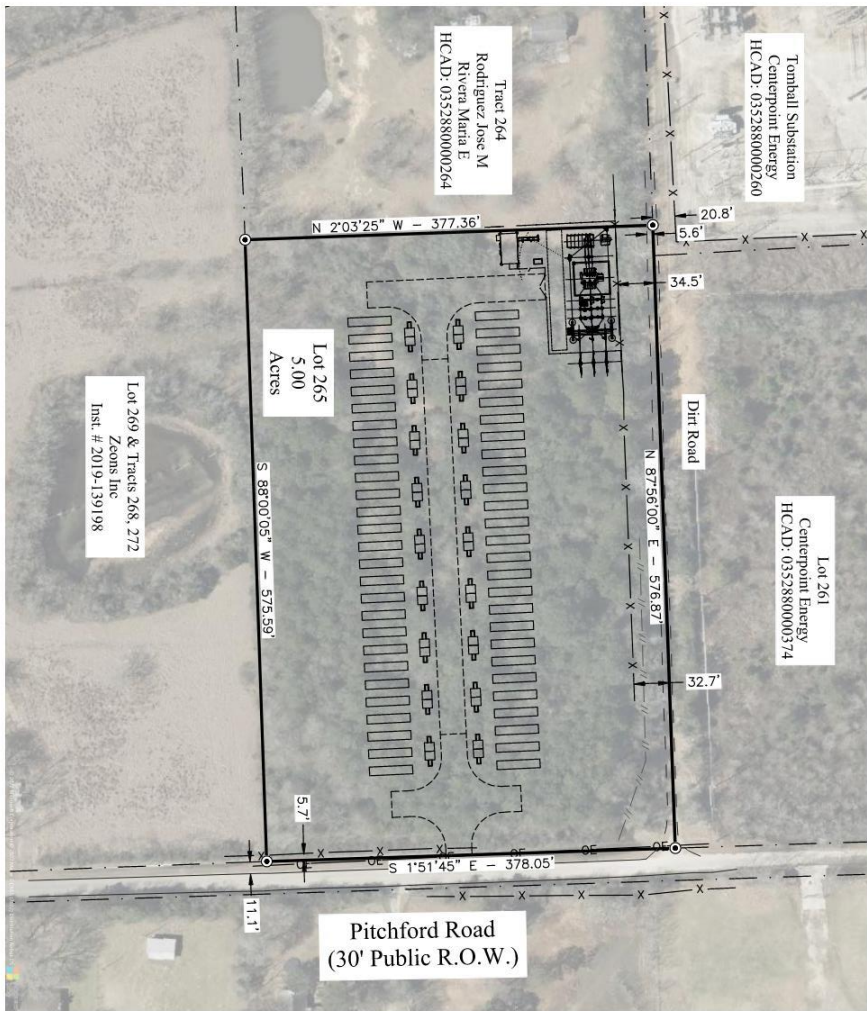
**Site Configuration (Preliminary Design):**



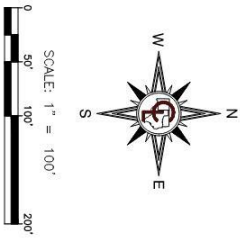
*Site Configuration (Digital Renderings):*



*Note: Renderings are not specific to proposed site and are representative of BESS facilities.*



- LEGEND**
- Found 1/2" Iron Rod
  - Property Line
  - Lot Line
  - x-x- Fence Line
  - |-|- Pipeline



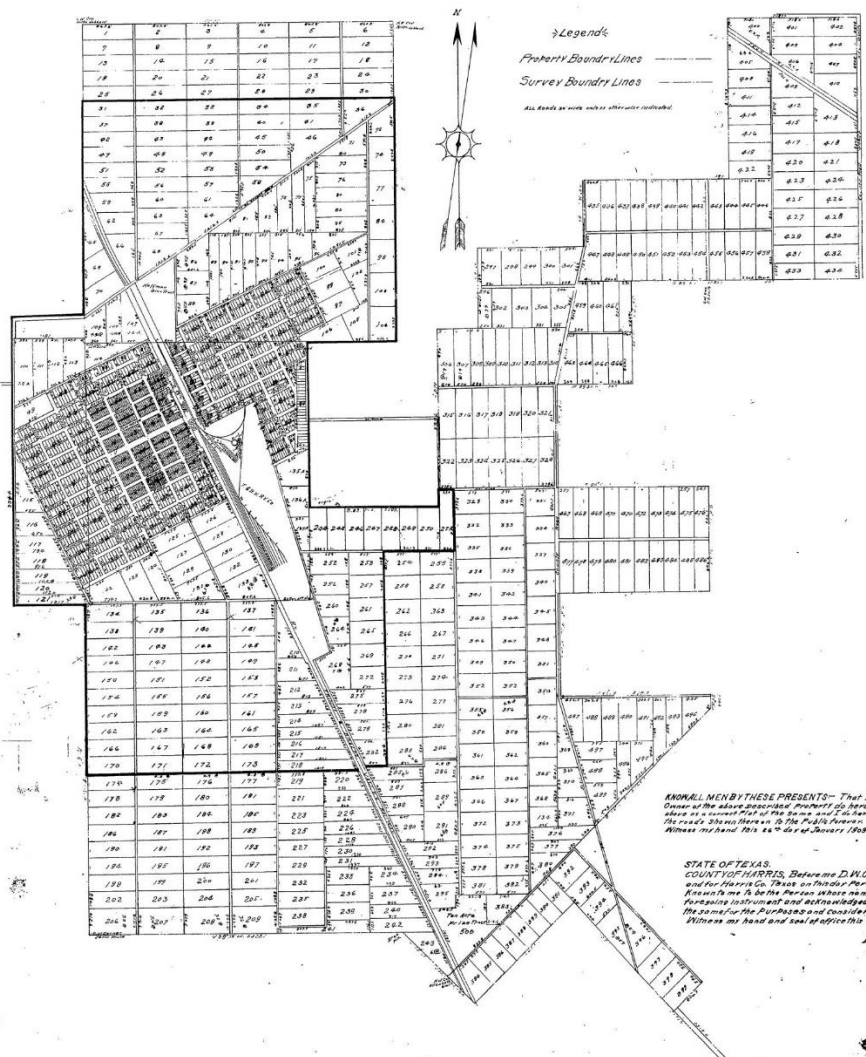
HARRIS COUNTY, TEXAS  
 All of Lot Two Hundred Sixty-Five (265) of Tomball Townsite, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 2, Page 265, Deed Records of Harris County, Texas.

**SITE LAYOUT**

Merchant Site  
 GF# 181873TTX  
 Lot 265  
 Tomball, Harris County, Texas

Bearings Based on GPS Observations; Texas State Plane Coordinate System, South Central Zone, NAD 83 Datum

**ZENTRUM ENGINEERING & CONSULTING, LLC**  
 ENGINEERING & CONSULTING, LLC  
 4100 Katy Road, Suite 100  
 Houston, Texas 77057  
 (281) 470-8888  
**ZENTRUM, LLC**  
 20140 Katy Road, Suite 100  
 Houston, TX 77058



KNOW ALL MEN BY THESE PRESENTS: That I, *Wm. Malone*, Owner of the above described property do hereby certify that the above is a correct plat of the same and I do hereby certify that the same is the property of the said *Wm. Malone*. Witness my hand and seal of office this 26th day of January, 1902.

*William Malone*

STATE OF TEXAS,  
 COUNTY OF HARRIS, Before me, *D.W. COOLEY*, a Notary Public, and for purposes of this act, a Person in the County of Harris, Texas, known to me to be the Person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, Witness my hand and seal of office this 26th day of January, 1902.

*D.W. COOLEY*  
 Notary Public, Harris Co., Tex.

FIVE ACRE TRACTS TOM BALL TOWNSITE.

Date Nov 15 1902. ORIGINAL Scale 1" = 40' reduced to 1" = 80'  
 W 48285.  
 Filed for record May 16, 1902 at 2:25 P.M. Recorded AM 4/10/02 at 5 P.M.  
 Geo. Jones, County Clerk, and for Harris County, Texas.  
*B. H. Mingo, Deputy*  
 C. Gage & Dinkins, Engrs.



**Metes and Bounds**

BEING all of Lot Two Hundred Sixty-five (265) of Tomball Townsite Addition to Harris County, Texas, as recorded in Volume 2, Page 265, Deed Records of Harris County, Texas, ad being further described by metes and bounds as follows:

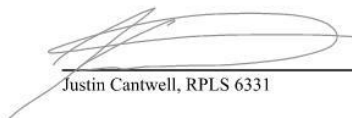
BEGINNING at a 1/2 Inch Iron Rod Found for the Northeast Corner in the West Right-of-Way line Pitchford Road, same being the Southeast Corner of Lot 261 of said Tomball Townsite;

THENCE South 1°51'45" East - 378.05 feet along the West Right-of-Way line of said Pitchford Road to a 1/2 Inch Iron Rod Found for the Southeast Corner, same being the Northernmost Northeast Corner of Lot 269 of said Tomball Townsite;

THENCE South 88°00'05" West - 575.59 feet along the North line of said Lot 269 to a 1/2 Inch Iron Rod Found for the Southwest Corner, same being the Southeast Corner of Lot 264 of said Tomball Townsite;

THENCE North 2°03'25" West - 377.36 feet along the East line of said Lot 264 to a 1/21Inch Iron Rod Found for the Northwest Corner, same being the Northeast Corner of said Lot 264;

THENCE North 87°56'00" East - 576.87 feet along the South line of said Lot 261 to the POINT OF BEGINNING and containing within these calls a calculated area of 5.00 Acres more or less.

  
Justin Cantwell, RPLS 6331

Date: March 15, 2023





USA

CONSULTANT

**SunGrid**  
SUN GRID ENERGY SERVICES

10000 W. 50th Street, Suite 100  
Overland Park, KS 66204  
1-800-455-1145  
www.sungridenergy.com

CLIENT

**BLACK MOUNTAIN**  
ENERGY SERVICES

BLACK MOUNTAIN  
www.blackmountainenergy.com  
Fort Worth, TX 76102

REGISTRATION

ISSUE/REVISION

NO.	DATE	BY	CHKD BY	DESCRIPTION
1	2/23/2018	JK	JK	ISSUE FOR PERMIT
2	7/16/2018	JK	JK	REVISED PER PERMIT

PROJECT NUMBER

9912

PROJECT

**MERCHANT BESS**  
200 SHAWWOOD DR. WYOMING BESS  
80715-2045, TX

SHEET TITLE

GENERAL SITE PLAN

SCALE: 1"=50'

SHEET NUMBER

REV. A

9912 MERCHANT-ELE-PLAN-001



USA

CONSULTANT

**SunGrid**  
SUN GRID ENERGY SERVICES

10000 W. 50th Street, Suite 100  
Overland Park, KS 66204  
1-800-455-1145  
www.sungridenergy.com

CLIENT

**BLACK MOUNTAIN**  
ENERGY SERVICES

BLACK MOUNTAIN  
www.blackmountainenergy.com  
Fort Worth, TX 76102

REGISTRATION

ISSUE/REVISION

NO.	DATE	BY	CHKD BY	DESCRIPTION
1	2/23/2018	JK	JK	ISSUE FOR PERMIT
2	7/16/2018	JK	JK	REVISED PER PERMIT

PROJECT NUMBER

9912

PROJECT

**MERCHANT BESS**  
200 SHAWWOOD DR. WYOMING BESS  
80715-2045, TX

SHEET TITLE

GENERAL SITE PLAN

SCALE: 1"=50'

SHEET NUMBER

REV. A

9912 MERCHANT-ELE-PLAN-002

**ORDINANCE NO. 2023-11**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 5.00 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 256 IN TOMBALL TOWNSITE FROM AGRICULTURAL (AG) ZONING DISTRICT TO LIGHT INDUSTRIAL (LI), BEING LOCATED WITHIN THE 900-1000 BLOCKS (WEST SIDE) OF S. PITCHFORD ROAD; 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**, Michael Kirtley, represented by Sam Jackson of Black Mountain Energy Storage II LLC., has requested that approximately 5.00 acres of land legally described as being Lot 265 Tomball Townsite, generally located in the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three 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; 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 rezoning classification of the Property is hereby changed and is 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 hereby stated, 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 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 19th DAY OF June 2023.

COUNCILMAN FORD	<u>Aye</u>
COUNCILMAN STOLL	<u>Aye</u>
COUNCILMAN DUNAGIN	<u>Aye</u>
COUNCILMAN TOWNSEND	<u>Aye</u>
COUNCILMAN PARR	<u>Aye</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

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

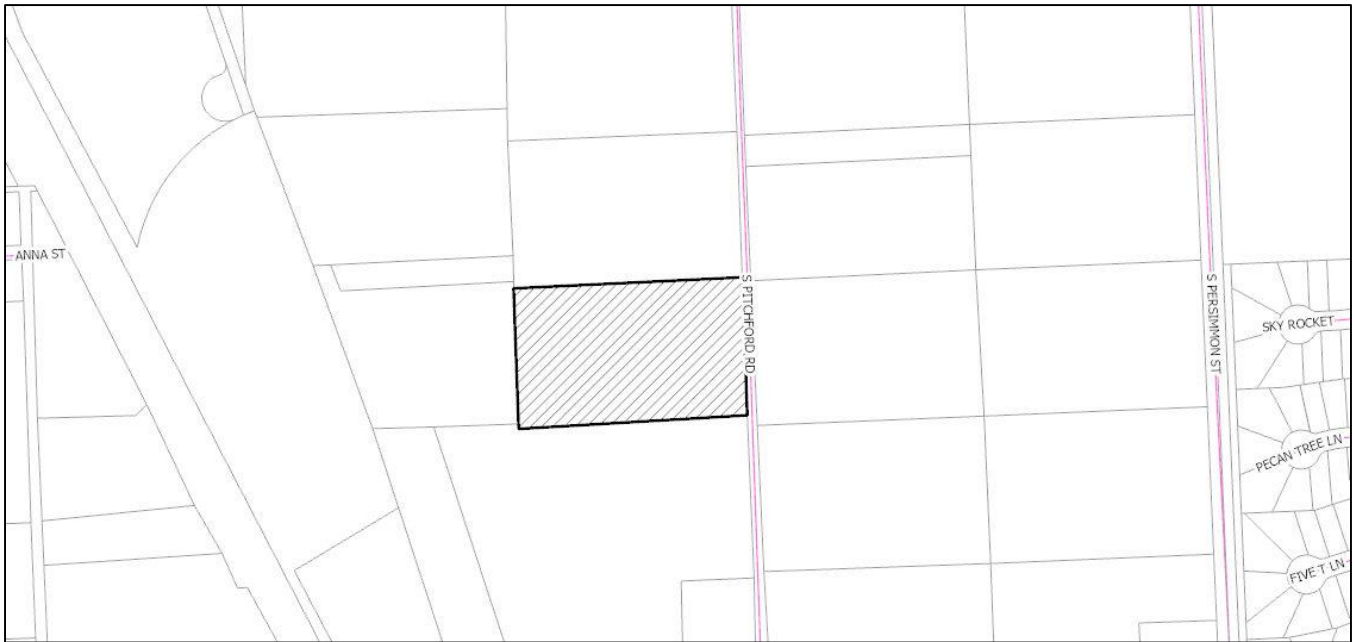
\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary



Exhibit "A"



Location: 900-1000 blocks (west side) of S. Pitchford Road. Being Lot of Tomball Townsite, City of Tomball, Harris County, Texas

# City Council Agenda Item Data Sheet

Meeting Date: 07/03/2023

**Topic:**

Adopt, on First Reading, Ordinance No. 2023-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

The subject property is currently vacant and undeveloped. The applicant's request is to rezone the subject property to General Retail (GR) to allow medical and retail uses.

**Origination:**

**Recommendation:**

City staff recommends Approval of Zoning Case Z23-07. Planning and Zoning Commission recommends Denial (2 Votes Aye, 2 Votes Nay).

**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

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
JUNE 12, 2023  
&  
CITY COUNCIL  
JUNE 19, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 12, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 19, 2023 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 Z23-07:** Request by Tomball 10 Joint Venture represented by Khoa Nguyen to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-08:** Request by Real Life Ministries Texas represented by Quiddity to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-09:** Request by Tim Littlefield to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon 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, and the Public Works Buildings, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contact the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 9<sup>th</sup> day of June 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
City Planner

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



**City of Tomball**  
**Community Development Department**

AMERICO ENERGY REAL ESTATE HOLDINGS LTD  
7575 SAN FELIPE STE 200

HOUSTON, TX 77063-1778

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z23-07**

**5/23/2023**

The Planning & Zoning Commission will hold a public hearing on **June 12, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Tomball 10 Joint Venture represented by Khoa Nguyen to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **June 19, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: Z23-07**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: AMERICO ENERGY REAL ESTATE HOLDINGS LTD  
Parcel I.D.: 0352820000135  
Address: 0 RUDOLPH RD

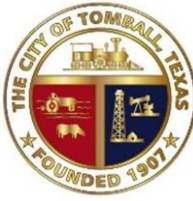
Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor   
Additional Comments:

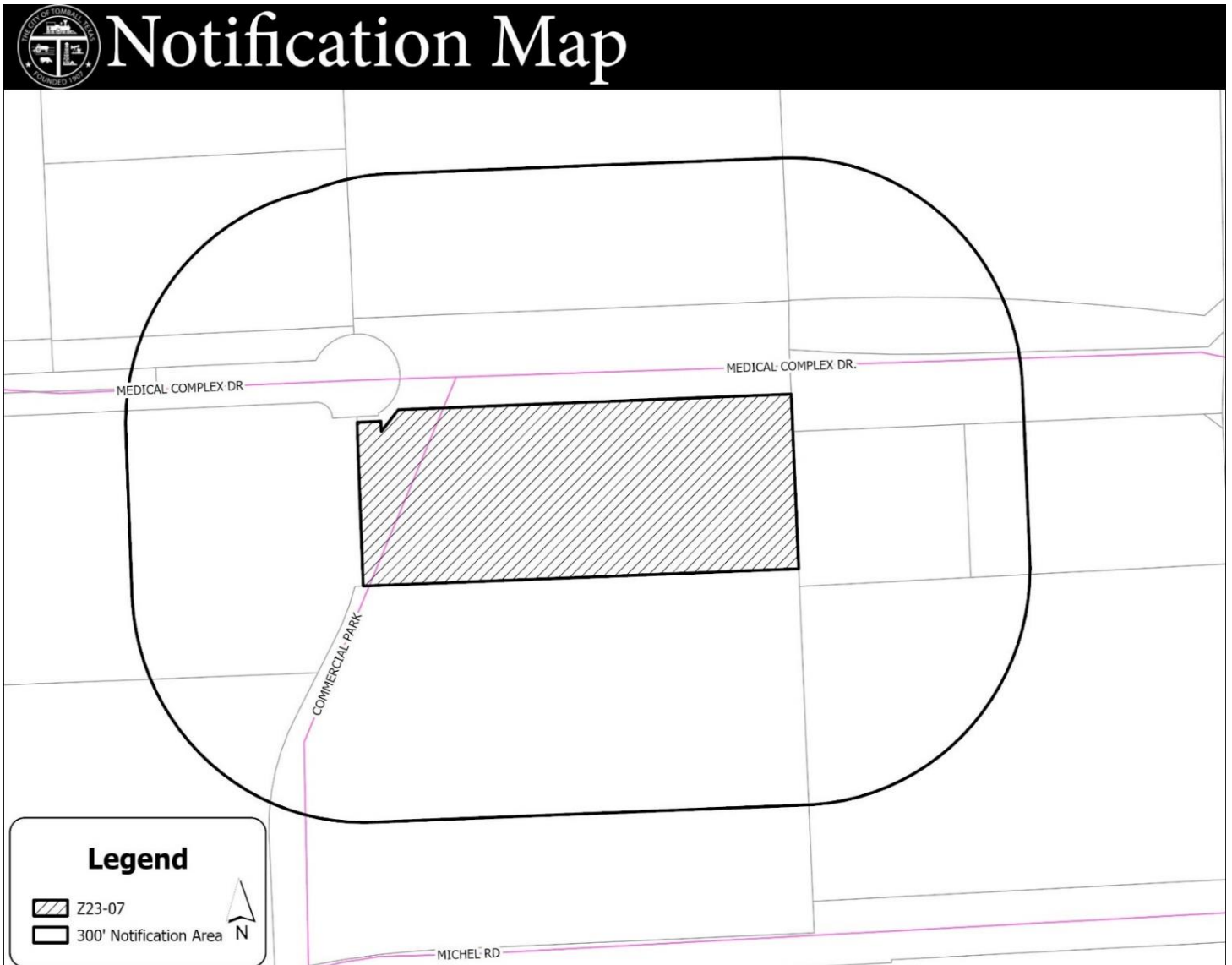
I am opposed

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



*City of Tomball*  
*Community Development Department*

**Z23-07**





# Request to Speak before Tomball Planning & Zoning Commission

Name Tim Thomas Phone 713 854 5463 Date 6/12/23  
Home Address 915 Owl Lady City RAY Zip 77454

Email address: \_\_\_\_\_

I  DO  DO NOT want to be added to the City of Tomball email list.

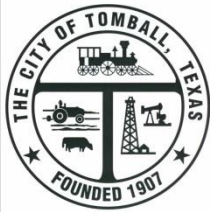
- Public Hearing Agenda Item # 223-07
- Other Agenda Item # \_\_\_\_\_

- I wish to speak IN FAVOR of this item.
- I wish to speak IN OPPOSITION to this item.
- I do not wish to speak; however, please record my  
 SUPPORT  OPPOSITION

General Citizen Comments: This item is available for citizens to speak on any subject; however, no action, by law, may be taken on the topic.

Topic of Discussion:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments during Citizens' Comments will be limited to 3 minutes.  
(Please see instructions on the back of the form.)**



**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 12, 2023  
City Council Public Hearing Date: June 19, 2023

**Rezoning Case:** Z23-07

**Property Owner(s):** Tomball 10 Joint Venture (Louis E. Harman, III, MD)

**Applicant(s):** Khoa Nguyen

**Legal Description:** Being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 (TR 12C-2 ABST 378 W HURD)

**Location:** Generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas. (Exhibit “A”)

**Area:** 2.73 acres

**Comp Plan Designation:** Medical District (Exhibit “B”)

**Present Zoning:** Agricultural (AG) (Exhibit “C”)

**Request:** Rezone from Agricultural (AG) to General Retail (GR)

**Adjacent Zoning & Land Uses:**

**North:** Medical Complex Drive and Agricultural (AG) / Vacant and Undeveloped

**South:** Agricultural (AG) / Vacant and Undeveloped

**West:** General Retail (GR) / Retirement Center

**East:** Commercial (C) / Assisted Living and Memory Care

**BACKGROUND**

The subject property is currently vacant and undeveloped. The applicant’s request is to rezone the subject property to General Retail (GR) to allow medical and retail uses.

**ANALYSIS**

**Description:** The subject property comprises about 2.73 acres, generally located within the 13200-13400 blocks (south side) of Medical Complex Drive. Currently the subject property is zoned AG and has been within this zoning classification since the City of Tomball adopted zoning in 2008.

Immediately north of the subject property is Medical Complex Drive and the area further north, zoned AG, is vacant and undeveloped. South of the subject site, zoned AG, is vacant and undeveloped. An independent and assisted living facility, Tomball Retirement Center is located in the area west of the subject property that is zoned GR. Village Green, an assisted living and memory care is located east of the subject property that is zoned GR. A nursing home called Park Manor is located south-east of the subject property, Predominantly medical and health care uses exist in the general area.

**Comprehensive Plan Recommendation:**

The subject property is designated as “Medical District” by the Comprehensive Plans Future Land Use Plan (FLUP). This category is intended to provide an emphasis on healthcare and supporting services and further capitalize on a unique, regionally-serving area of the City. The Tomball Regional Medical Center provides a significant physical and economic footprint in the community.

The FLUP designates 2 % of the area of the city (approximately 279 acres) as Medical District. One of the guiding principles of the Comprehensive Plan is to create a Medical District with complimentary land uses. The Comprehensive Plan envisions a variety of uses to create a self-serving campus with active transportation connections to Old Town and Transitional Residential areas for this district. As per the Comprehensive Plan “Open space with a pedestrian focus should be a prominent component of the district”.

The Comprehensive Plan recommends the zoning districts of Planned Development (PD), General Retail (GR), Office (O), and Mixed Use (MU) for this designation.

As per the Comprehensive Plan, appropriate land uses include hospitals, clinics, offices, lodging, long-term care, retail, and restaurants. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses.

The proposed zoning and uses are in conformance with the Comprehensive Plan recommendation.

**Staff Review Comments:**

The request to rezone the subject property to General Retail (GR) supports new development which is consistent with the types of development pattern and character associated with the Future Land Use Plans goal and objective of establishing the Medical District land use category. Further, the requested rezoning will promote land use and development goals identified within the Comprehensive Plan, specifically by encouraging economic development through the continued growth and development of the Medical District while promoting a mixture of supportive uses within a walkable environment. Lastly, this property is located at the intersection of a Major Arterial Street (Medical Complex Dr.) and planned Collector Street (Commercial Park/Holderrieth South), intersections such as this are considered appropriate for commercial services as they provide convenient vehicular access and exposure to high volumes of traffic often necessary for commercial businesses to succeed.

**PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on May 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

## **RECOMMENDATION**

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-07.

## **EXHIBITS**

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo(s)
- E. Rezoning Application

Exhibit "A"  
Aerial Location Map



# Location Map

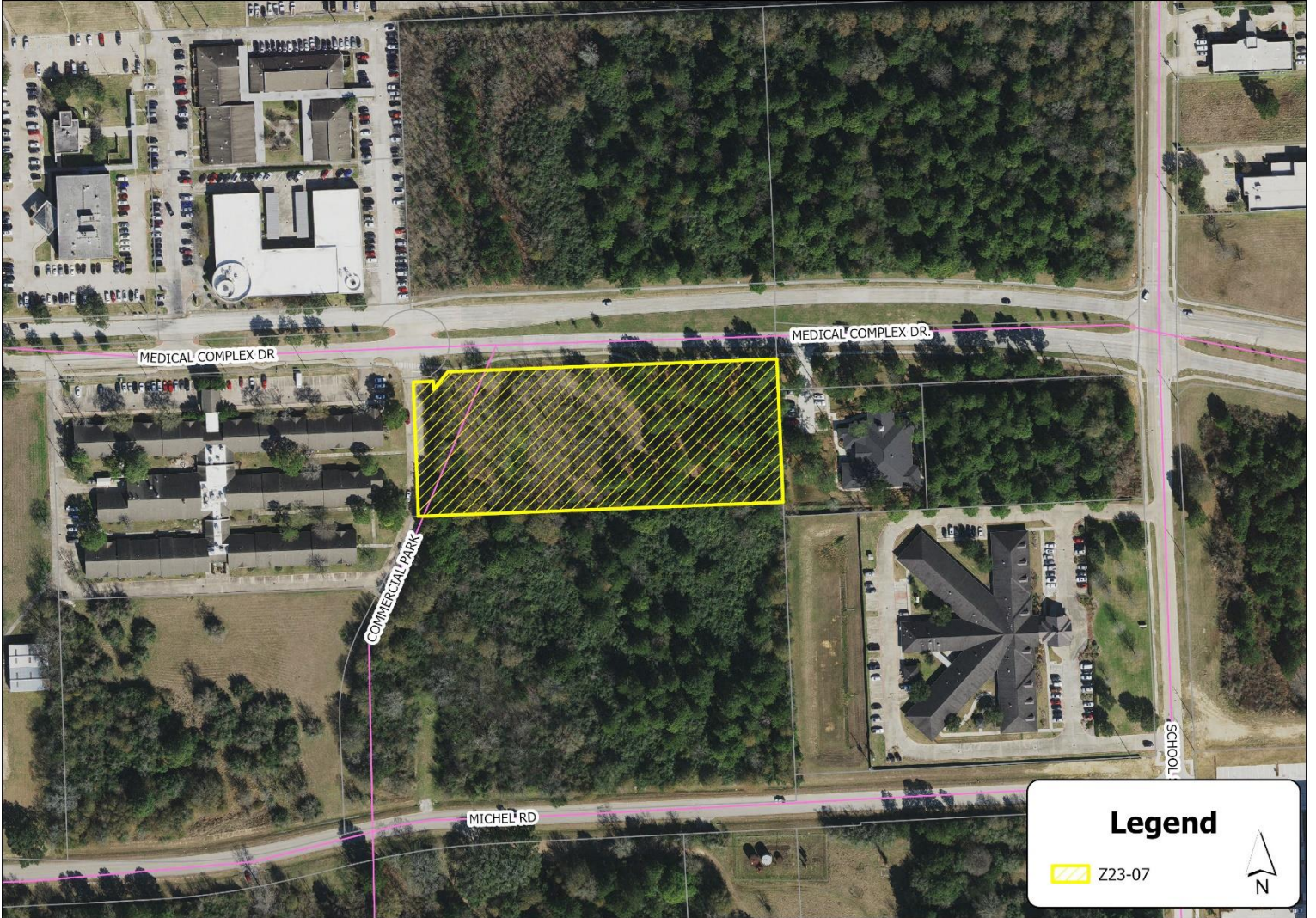




Exhibit "B"  
Future Land Use Plan



# Future Land Use Map

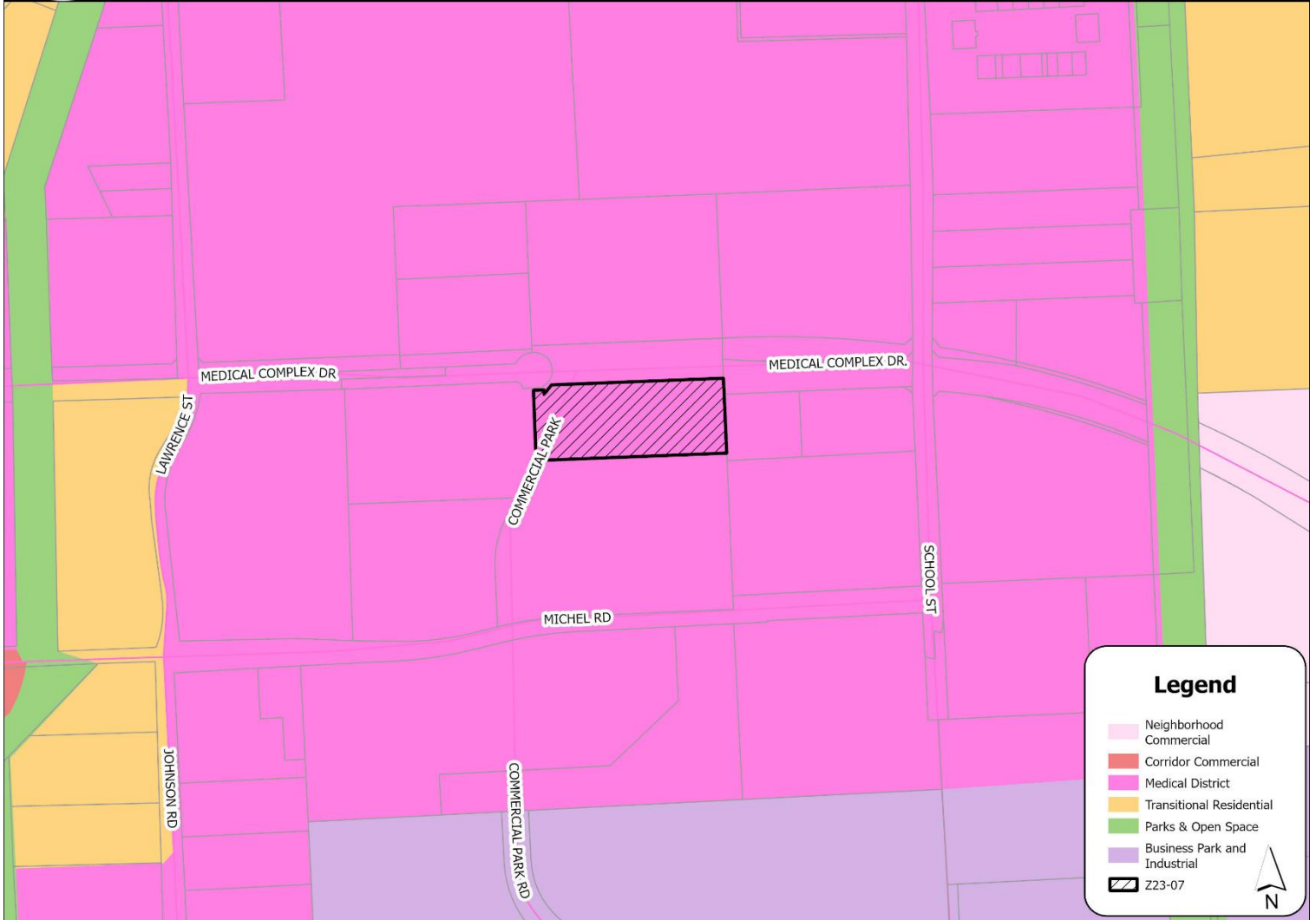
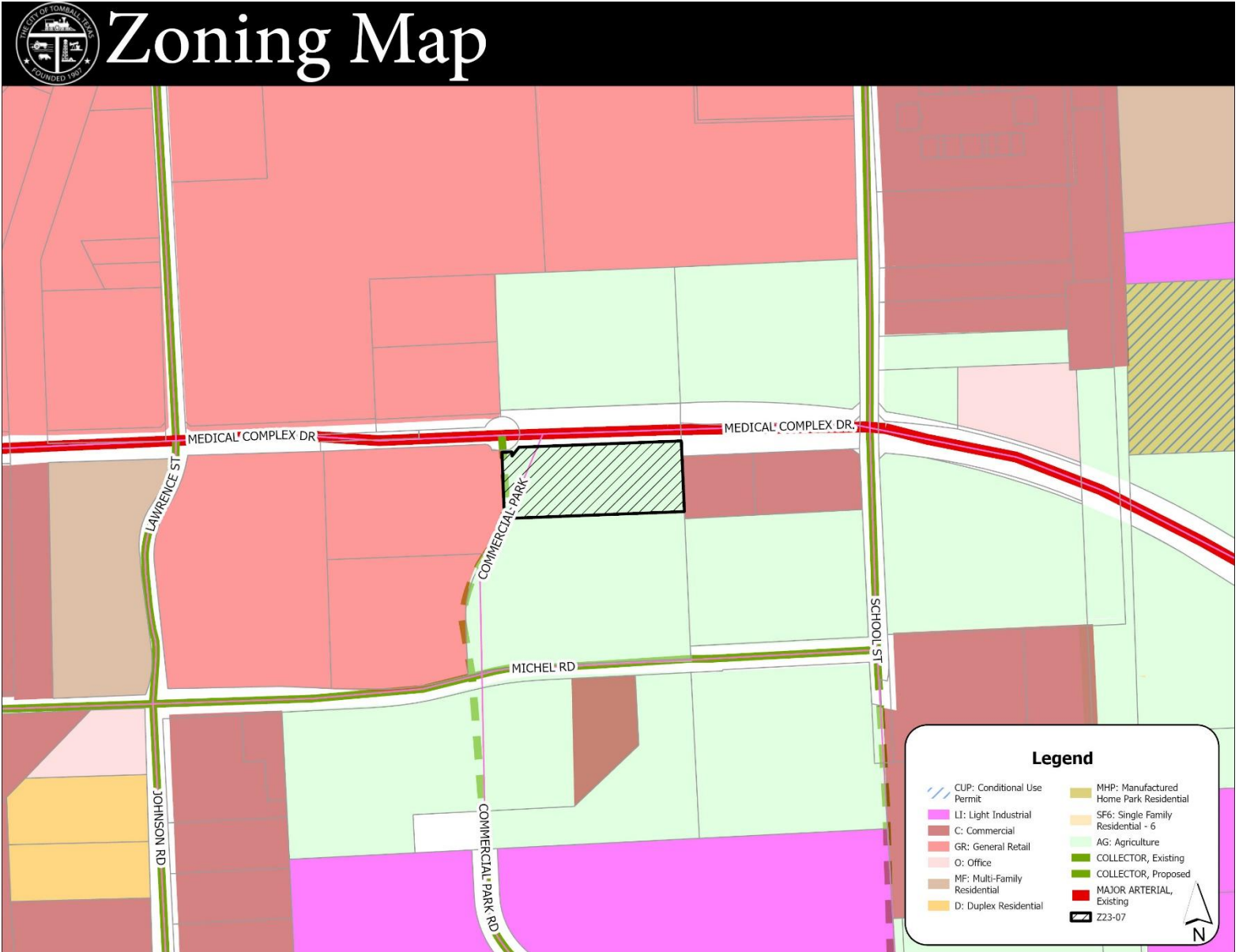


Exhibit "C"  
Zoning Map



**Legend**

CUP: Conditional Use Permit	MHP: Manufactured Home Park Residential
LI: Light Industrial	SF6: Single Family Residential - 6
C: Commercial	AG: Agriculture
GR: General Retail	COLLECTOR, Existing
O: Office	COLLECTOR, Proposed
MF: Multi-Family Residential	MAJOR ARTERIAL, Existing
D: Duplex Residential	Z23-07

N

**Exhibit "D"**  
**Site Photo(s)**

Subject Site

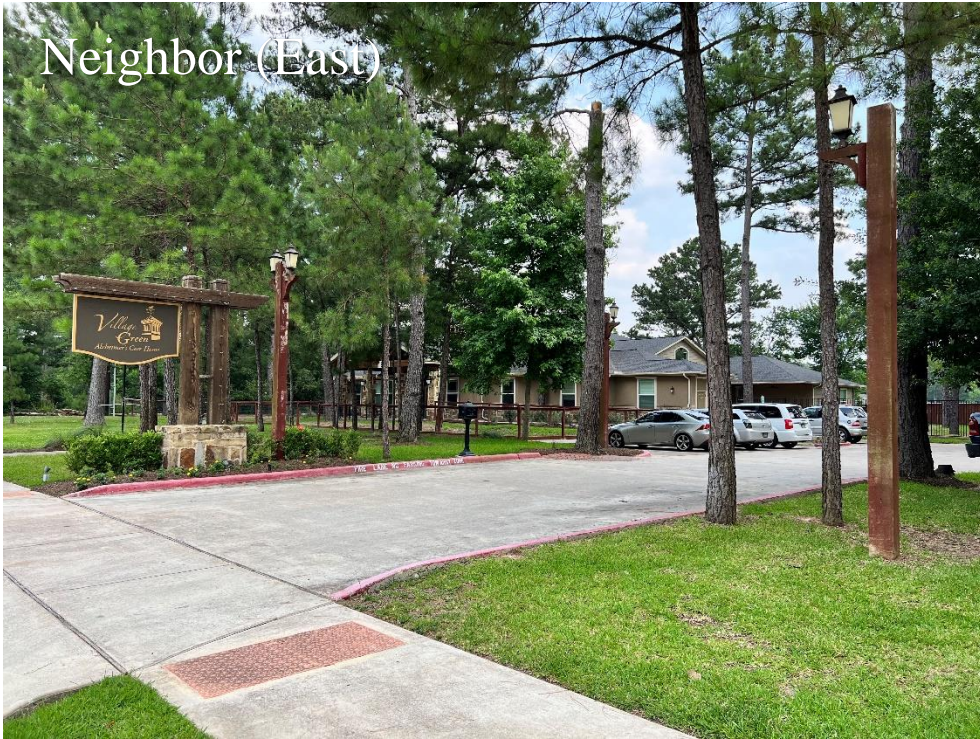


Neighbor (West)





Neighbor (East)



Neighbor (North)



Neighbor (South)





# Exhibit "E"

## Rezoning Application

DocuSign Envelope ID: 9C45569B-035E-4A02-8F1E-87EC9A44CC39

Revised: 10/1/2022



### APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

***DIGITAL PLAN SUBMITTALS:***

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: [tomballtx.gov/securesend](http://tomballtx.gov/securesend)  
USERNAME: [tombalcedd](mailto:tombalcedd)  
PASSWORD: Tomball

**Applicant**

Name: Khoa Nguyen Title: \_\_\_\_\_  
Mailing Address: 28527 Tomball Parkway City: Tomball State: TX  
Zip: 77375 Contact: \_\_\_\_\_  
Phone: (832) 276-1505 Email: paris.win@gmail.com

**Owner**

Name: Tomball 10 Joint Venture, Louis E. Harman, III, MD Title: Managing Partner  
Mailing Address: 5930 Royal Lane, Ste. E #322 City: Dallas State: Texas  
Zip: 75230 Contact: Dr. Louis Harman  
Phone: (214) 205-6439 Email: lehmd@sbcglobal.net

**Engineer/Surveyor (if applicable)**

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

Description of Proposed Project: Development of commercial site for medical and retail use.

Physical Location of Property: SEC of Medical Complex Dr and Holderreith S  
[General Location-- approximate distance to nearest existing street corner]

Legal Description of Property: TR 12C-2 ABST 378 W Hurd  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agricultural

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

Revised: 10/1/2022

Current Use of Property: Vacant land


Proposed Zoning District: General retail

Proposed Use of Property: Medical and retail

HCAD Identification Number: 0430440000186 Acreage: 2.7320

**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.**

	04/13/2023
<input checked="" type="checkbox"/>	
Signature of Applicant	Date
<hr/>	
Tomball 10 Joint Venture	
<small>DocuSigned by:</small>	
<i>Louis E. Harman, III, MD</i>	
<input checked="" type="checkbox"/> By:	4/13/2023
<small>FEB08E1A5FF4E5...</small>	
Signature of Owner: Louis E, Harman, III, MD, Managing Partner	Date

## **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.**

- **Application Fee: \$1,000.00**
- **Completed application form**
- **\*Copy of Recorded/Final Plat**
- **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.

## Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

**FAILURE TO APPEAR:** It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



4/19/2023

Khoa Nguyen  
Paris Industries LLC  
28527 Tomball Parkway  
Tomball, TX 77375

City of Tomball  
501 James Street  
Tomball, TX 77375

**To Whom It May Concern:**

This letter is to request the official re-zoning to general retail use. The goal is to put together a concept that meets the requirements of the city. The zoning clarification from agricultural use to general retail will help.

**Sincerely,**

Khoa Nguyen  
[Type the sender title]  
Paris Industries LLC

Paris Industries LLC



**ORDINANCE NO. 2023-15**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 2.73 ACRES OUT OF THE WILLIAM HURD SURVEY, ABSTRACT 378 FROM AGRICULTURAL (AG) TO OFFICE (O) ZONING. THE PROPERTY IS GENERALLY LOCATED WITHIN THE 13200-13400 BLOCKS (SOUTH SIDE) OF MEDICAL COMPLEX DRIVE; 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**, Tomball 10 Joint Venture, represented by Khoa Nguyen, has requested approximately 2.73 acres of land out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is generally located within the 13200-13400 blocks (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 three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

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

**Whereas**, the Planning & Zoning Commission recommended in its final report that City Council deny the requested General Retail (GR) rezoning; and

**Whereas**, the City Council deems it appropriate to grant the rezoning, subject to an amendment to the request to rezone to Office (O) as opposed to the requested General Retail (GR) zoning.

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

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

**Section 2.** The rezoning classification of the Property is hereby changed and is 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 hereby stated, 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 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 19<sup>th</sup> DAY OF June 2023.

COUNCILMAN FORD	<u>Aye</u>
COUNCILMAN STOLL	<u>Aye</u>
COUNCILMAN DUNAGIN	<u>Aye</u>
COUNCILMAN TOWNSEND	<u>Aye</u>
COUNCILMAN PARR	<u>Aye</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

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

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

Exhibit "A"

DocuSign Envelope ID: 94E4185D-B186-4A01-A10F-97477B82F276

**EIC SURVEYING COMPANY**

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

All that certain tract or parcel containing 2.7320 acres of land out of that certain call 9.872 acre tract of land situated in the William Hurd Survey, A-378 in Harris County, Texas, said 9.872 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. H784607, said 2.7320 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod (found) in the West line of Lot 2 in Block 1 of Park Manor of Tomball, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 617004 of the Harris County Map Records, same point marking the Northeast corner of that certain call 7.200 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. H784607, the Southeast corner of said 9.872 acre tract of land and the Southeast corner of the herein described 2.7320 acre tract of land;

THENCE S 87°43'23" W, a distance of 544.77 feet along the common line of said 7.200 acre and said 9.872 acre tracts of land to a 5/8" iron rod with PBS & J Surveying cap (found) in the East right-of-way line of Holderrieth Road, (60.00 feet in width), as described in an instrument filed for record under Harris County Clerk's File No. J650875 marking the Northwest corner of said 7.200 acre tract of land and the Southwest corner of the herein described 2.7320 acre tract of land, same point being in a curve to the left having a radius of 330.00 feet;

THENCE Northeasterly, along the East right-of-way line of said Holderrieth Road, with said curve to the left through a central angle of 13°54'08", a chord bearing and distance of N 04°25'23" E, 79.88 feet, an arc distance of 80.07 feet to a 5/8" iron rod (found) marking a point of tangency;

THENCE N 02°31'37" W, a distance of 118.44 feet along the East right-of-way line of said Holderrieth Road to a 1/4" iron rod (found) at the Southwest end of a cut-back corner marking the intersection of the East right-of-way line of said Holderrieth Road with the South right-of-way line of Medical Complex Drive, (variable width), same point marking the Southwesterly corner of that certain 1.4454 acre tract of land known as Parcel 2 as described in a deed to the City of Tomball for road right-of-way as described in a deed filed for record under Harris County Clerk's File No. 20120351956 and the Westerly-Northwest corner of the herein described 2.7320 acre tract of land;

THENCE N 43°08'09" E, a distance of 35.42 feet along said cut-back corner and said 1.4454 acre tract of land to a 5/8" iron rod (found) in the South right-of-way line of said Medical Complex Drive marking an interior corner of said 1.4454 acre tract of land and the Northerly-Northeast corner of the herein described 2.7320 acre tract of land;

THENCE N 87°45'10" E, a distance of 509.81 feet along the South right-of-way line of said Medical Complex Drive marking and the South line of said 1.4454 acre tract of land to a 5/8" iron rod with EIC cap (set) in the East line of said 9.872 acre tract of land marking the Southeast corner of said 1.4454 acre tract of land, an angle point in the South right-of-way line of said Medical Complex Drive and the Northeast corner of the herein described 2.7320 acre tract of land;

THENCE S 02°31'06" E, along the East line of said 9.872 acre tract of land, passing at 48.20 feet a 1" iron pipe (found) marking an angle point in the South right-of-way line of said Medical Complex Drive and the Northwest corner of said Lot 2 in Block 1, a total distance of 222.37 feet to the POINT OF BEGINNING and containing 2.7320 acres of land.

Surveyed on the ground July 01, 2021.

Job No. 21-182-04. (see corresponding plat)

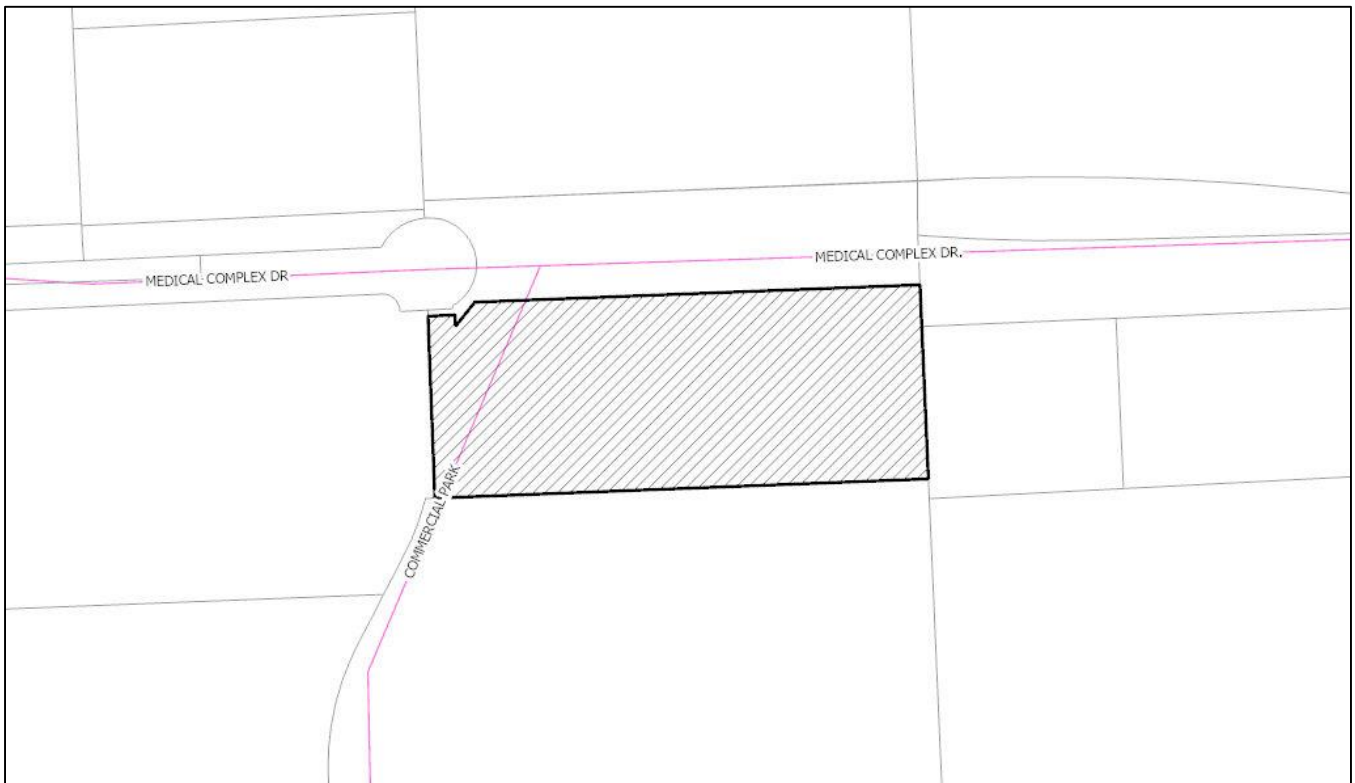
The basis of bearing is S 02°31'06" E along the East line of subject tract per plat prepared by PBS&J Surveying dated 6/6/2002 under Job No. 460615.00 and signed by Darrel Heidrich, RPLS #5378.

DS  
LEH  
DS  
KN

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







Location: 13200-13400 blocks (south side) of Medical Complex Drive. Being 2.73 acres out of the William Hurd Survey, Abstract 378, City of Tomball, Harris County, Texas.

# City Council Agenda Item Data Sheet

Meeting Date: 07/03/2023

**Topic:**

Adopt, on Second Reading, Ordinance No. 2023-16, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to Office (O) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

As per the applicant, the subject property is currently being used as a warehouse. The applicant's request is to rezone the subject property to General Retail (GR) to allow the use of a church and childcare center to operate at this location. Churches are allowed by right within the current Light Industrial (LI) and Agricultural (AG) zoning which is applicable on the subject property. However, a childcare center is not permitted in either of these zoning districts by right.

**Origination:**

**Recommendation:**

City staff recommends Approval of Zoning Case Z23-08. Planning and Zoning Commission recommends Approval, (Unanimously), with amending the rezoning from Light Industrial (LI) and Agricultural (AG) to Office (O) zoning. (Unanimous).

**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

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
JUNE 12, 2023  
&  
CITY COUNCIL  
JUNE 19, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 12, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 19, 2023 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 Z23-07:** Request by Tomball 10 Joint Venture represented by Khoa Nguyen to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-08:** Request by Real Life Ministries Texas represented by Quiddity to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-09:** Request by Tim Littlefield to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon 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, and the Public Works Buildings, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contact the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 9<sup>th</sup> day of June 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
City Planner

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





**City of Tomball**  
**Community Development Department**

AMERICO ENERGY REAL ESTATE HOLDINGS LTD  
7575 SAN FELIPE STE 200

HOUSTON, TX 77063-1778

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z23-08**

**5/23/2023**

The Planning & Zoning Commission will hold a public hearing on **June 12, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Real Life Ministries Texas represented by Quiddity to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **June 19, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: Z23-08**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: AMERICO ENERGY REAL ESTATE HOLDINGS LTD  
Parcel I.D.: 0352820000135  
Address: 0 RUDOLPH RD

Mailing To: Community Development Department  
501 James St., Tomball TX 77375

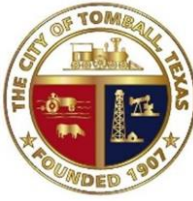
Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor

I am opposed

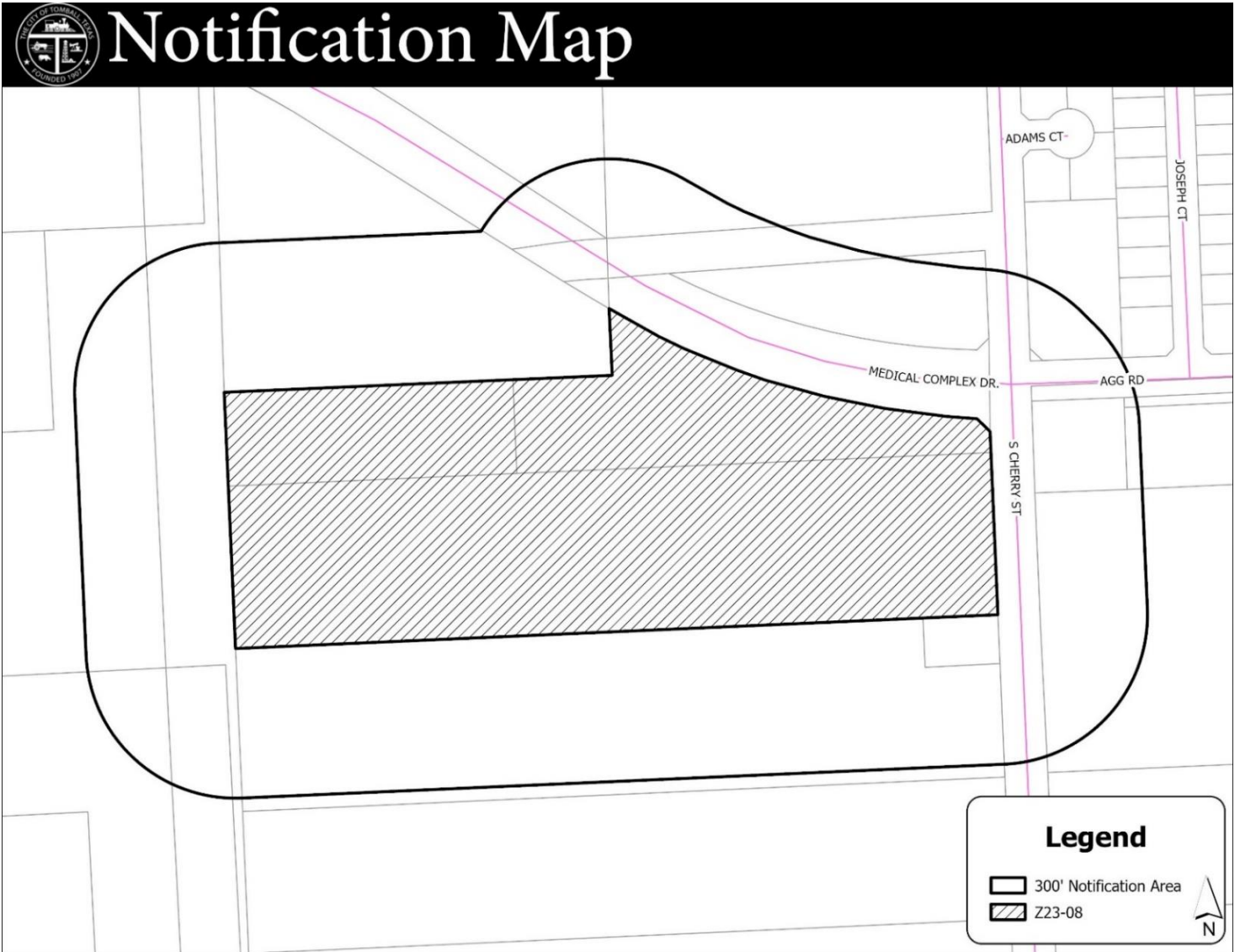
Additional Comments:

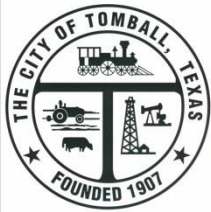
Signature: \_\_\_\_\_



*City of Tomball*  
*Community Development Department*

**Z23-08**





**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 12, 2023  
City Council Public Hearing Date: June 19, 2023

**Rezoning Case:** Z23-08

**Property Owner(s):** Real Life Ministries Texas (Tommy Roberson)

**Applicant(s):** Quiddity (Cameron Miller)

**Legal Description:** Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176

**Location:** Generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas. (Exhibit “A”)

**Area:** 6.09 acres

**Comp Plan Designation:** Neighborhood Commercial and Business Park and Industrial (Exhibit “B”)

**Present Zoning:** Light Industrial (LI) and Agricultural (AG) (Exhibit “C”)

**Request:** Rezone from Light Industrial (LI) and Agricultural (AG) to General Retail (GR)

**Adjacent Zoning & Land Uses:**

**North:** Medical Complex Drive, Agricultural (AG), and General Retail (GR) / Vacant and Undeveloped

**South:** Light Industrial (LI) and Single Family Residential - 9 (SF-9) / Vacant and Undeveloped and Single Family Residential

**West:** Agricultural (AG) and Commercial/ Drainage Channel and Diagnostic Imaging and Treatment Services

**East:** S. Cherry Street, Single Family Residential - 20 Estate (SF-20-E), and Office (O) / Single Family Residential, Office Building

**BACKGROUND**

As per the applicant, the subject property is currently being used as a warehouse. The applicant’s request is to rezone the subject property to General Retail (GR) to allow the use of a church and

childcare center to operate at this location. Churches are allowed by right within the current Light Industrial (LI) and Agricultural (AG) zoning which is applicable on the subject property. However, a childcare center is not permitted in either of these zoning districts by right.

## **ANALYSIS**

**Description:** The subject property comprises about 6.09 acres, generally located within the 1600 block (west side) of S. Cherry Street. Currently the subject property is zoned Agricultural and Light Industrial and has been within these zoning classifications since the City of Tomball adopted zoning in 2008. In 2022, the vacant portion of the property subject to this request was considered for rezoning to Commercial (C). During the consideration of this request the City Council shared concerns regarding the uses that would be permitted by the requested Commercial zoning district and suggested that the applicant at the time downgrade their request to General Retail. However, the previous applicants were unable to utilize the property as they intended under a General Retail zoning classification and ultimately the request to rezone to C was denied and the project did not proceed. Immediately north of the subject property is Medical Complex Drive and the area further north, was recently rezoned to GR in March of 2023, this property is vacant and undeveloped. South of the subject site, zoned LI, is vacant and undeveloped. A small area to the south that is zoned SF-9 contains a single-family residence. The area west of the subject property that is zoned AG is a drainage channel. Memorial MRI & Diagnostic is located further west of the subject parcel and is zoned C. East of the subject site is S. Cherry Street. The area further east contains a single family residential (zoned SF-20 E) and a vacant commercial building (zoned O).

### **Comprehensive Plan Recommendation:**

A portion of the property (front) that abuts the Medical Complex Drive is designated as Neighborhood Commercial and the rear is designated as Business Park and Industrial by the Comprehensive Plan's Future Land Use Map (FLUM).

#### Neighborhood Commercial:

The Neighborhood Commercial category is intended for commercial uses that are developed with the appropriate context, scale and design to complement residential development. They are intended to be accessible by both vehicles and pedestrians. Restaurants, retail, professional services, clinics, and offices are appropriate for this category. Recommended secondary uses are places of assembly or event venues, local utility services, and government facilities. Recommended zoning categories are Office (O), General Retail (GR), Planned Development (PD).

#### Business Park & Industrial:

This category is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight. Land uses include office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Recommended secondary uses are utility services, government facilities, and transportation/freight uses. Recommended zoning categories are Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD).

### **Staff Review Comments:**

The proposed zoning category of GR is in conformance with the Comprehensive Plan for the area designated as Neighborhood Commercial (located along the Medical Complex Drive). The proposed zoning category of GR is not in conformance with the Comprehensive Plan for the area designated as Business Park & Industrial (rear of the subject parcel). Although this is the case, the conditions on the ground and planned use of the existing facility as a childcare center and church as opposed to its former warehouse use warrants consideration for General Retail in this location.



Particularly given that the property is located on the corner of Medical Complex Drive (a major arterial street) and S. Cherry Street (a minor arterial street) this location provides convenient access to the proposed supporting land uses for nearby residential communities and employees/visitors of the medical district. The requested rezoning may be viewed as an expansion of the current planned Neighborhood Commercial land use category at the intersection of Medical Complex Drive and S. Cherry Street. Furthermore, the location being at the intersection of a major arterial street and minor arterial street is ideally suited to support the volume of traffic that the proposed land uses would generate.

### **PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on May 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

### **RECOMMENDATION**

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-08.

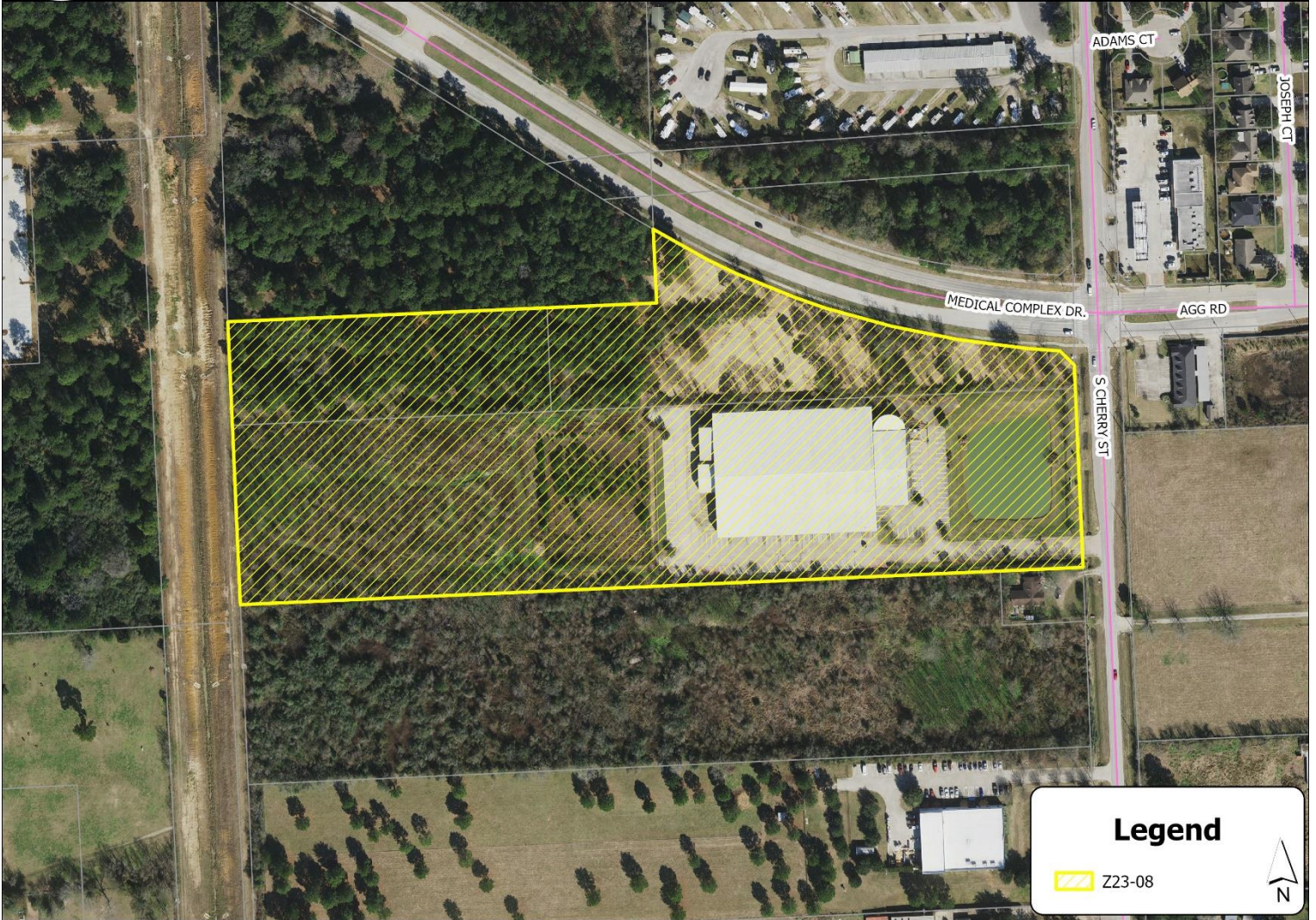
### **EXHIBITS**

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

Exhibit "A"  
Aerial Location Map



# Location Map



**Legend**

 Z23-08

 N



Exhibit "B"  
 Future Land Use Plan



# Future Land Use Map

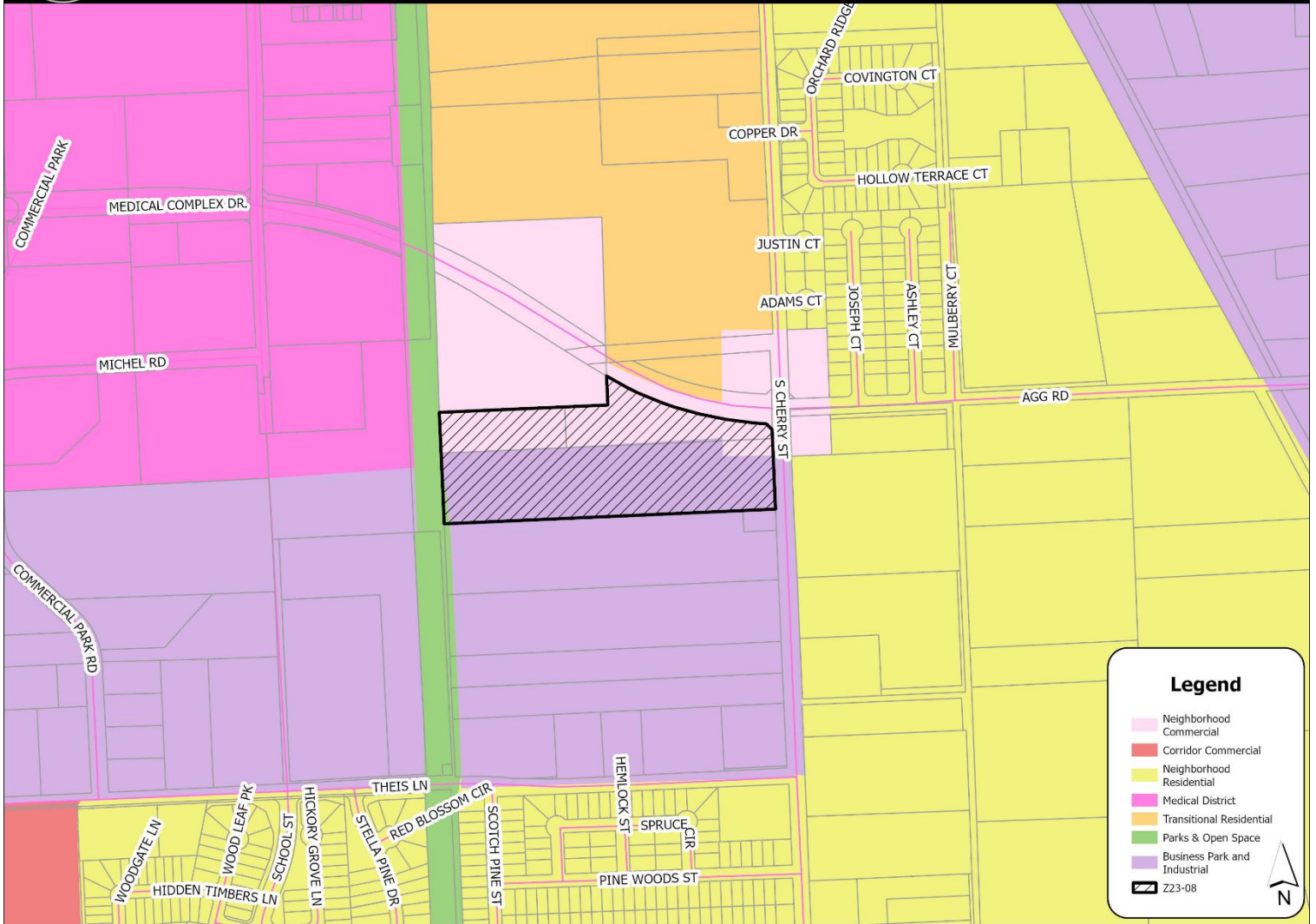
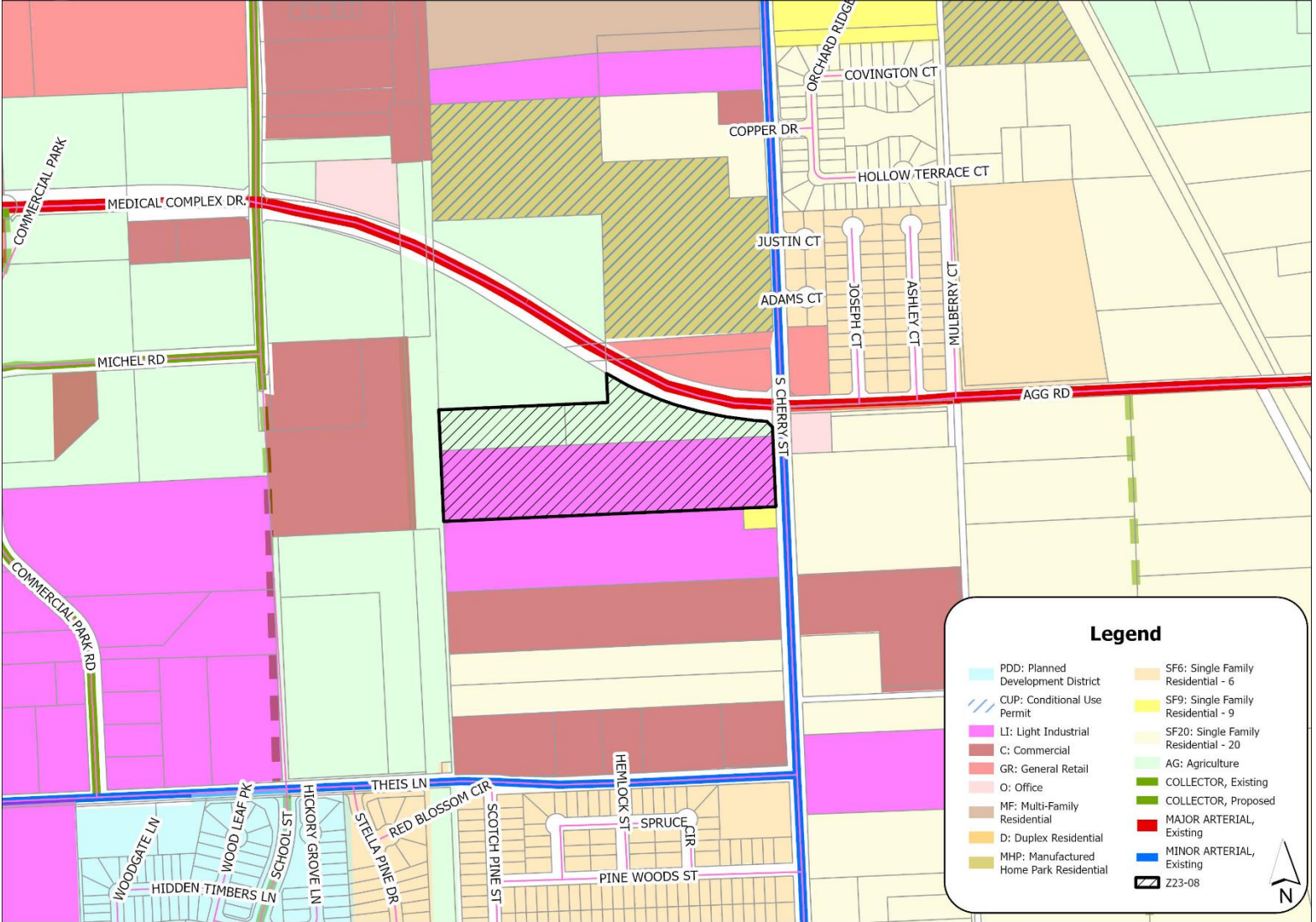


Exhibit "C"  
Zoning Map



# Zoning Map



**Legend**

PDD: Planned Development District	SF6: Single Family Residential - 6
CUP: Conditional Use Permit	SF9: Single Family Residential - 9
LI: Light Industrial	SF20: Single Family Residential - 20
C: Commercial	AG: Agriculture
GR: General Retail	COLLECTOR, Existing
O: Office	COLLECTOR, Proposed
MF: Multi-Family Residential	MAJOR ARTERIAL, Existing
D: Duplex Residential	MINOR ARTERIAL, Existing
MHP: Manufactured Home Park Residential	Z23-08





**Exhibit "D"**  
**Site Photo(s)**



Neighbor (West)



Neighbor (East)



Neighbor (North)





Neighbor (South)



Neighbor (South)



**Exhibit "E"**  
**Rezoning Application**

Revised: 10/1/2022



**APPLICATION FOR RE-ZONING**

Community Development Department  
Planning Division

**APPLICATION REQUIREMENTS:** 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

**DIGITAL PLAN SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

**WEBSITE:** [tomballtx.gov/secure/send](http://tomballtx.gov/secure/send)  
**USERNAME:** [tomballedd](mailto:tomballedd)  
**PASSWORD:** TomballI

**Applicant**

Name: Cameron Miller Title: Project Manager  
Mailing Address: 1575 Sawdust Rd. City: Spring State: Texas  
Zip: 77380 Contact: Cameron Miller  
Phone: (346)813-3844 Email: cmiller@quiddity.com

**Owner**

Name: Tommy Roberson Title: Executive Pastor  
Mailing Address: 1222 W Main Street City: Tomball State: Texas  
Zip: 77375 Contact: Tommy Roberson  
Phone: (972)201-2976 Email: deltarobo@icloud.com

**Engineer/Surveyor (if applicable)**

Name: Cameron Miller Title: Project Manager  
Mailing Address: 1575 Sawdust Rd. City: Spring State: Texas  
Zip: 77380 Contact: Cameron Miller  
Phone: (346)813-3844 Fax: ( ) Email: cmjller@quiddity.com

**Description of Proposed Project:** Proposed Real Life Ministries. Project consists of remodeling existing warehouse. Added parking, soccer field, play ground and associated drainage

**Physical Location of Property:** 1626 S Cherry Street, Tomball, Texas 77375

[General Location – approximate distance to nearest existing street corner]  
Legal Description of Property: Lot 1, Block 1, Devasco International F.C. No. 615009 H.C.M.R., Tract 1, 3.5879 acres of land south remainder to that certain called 7.56 acres tract recorded under H.C.C.F. No. 2012027296; Tract 2, 2.5043 acres of land, being all of that certain called 2.5 acres tract recorded under H.C.C.F. No. 20130397880.  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

**Current Zoning District:** Light Industrial and Agricultural

Current Use of Property: Warehouse - Light Industrial

Proposed Zoning District: General Retail

Proposed Use of Property: Assembly - Church

HCAD Identification Number: 1299580010001, 0352860000172, 0352860000412 Acreage: 17.54

**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><i>C.M. Miller</i></u>	<u>5/2/23</u>
	Signature of Applicant	Date
<u>X</u>	<u><i>[Signature]</i></u>	<u>5/2/23</u>
	Signature of Owner	Date





6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
Tel: 713.777.5337  
www.quiddity.com

May 2, 2023

City of Tomball Planning & Zoning  
501 James Street  
Tomball, Texas 77675

Re : Real life Ministries Re-zoning

To Whom it May Concern:

On behalf of Real Life Ministries, Quiddity Engineering is requesting to re-zone the property listed in the application from light industrial and agricultural to general retail. It is our understanding that, for future development and proposed parking within the agricultural zone, a conditional use permit is required. Because the existing building occupancy will be switching from a warehouse to a church assembly in the future, the City has recommended to rezone the properties to general retail in lieu of the conditional use permit.

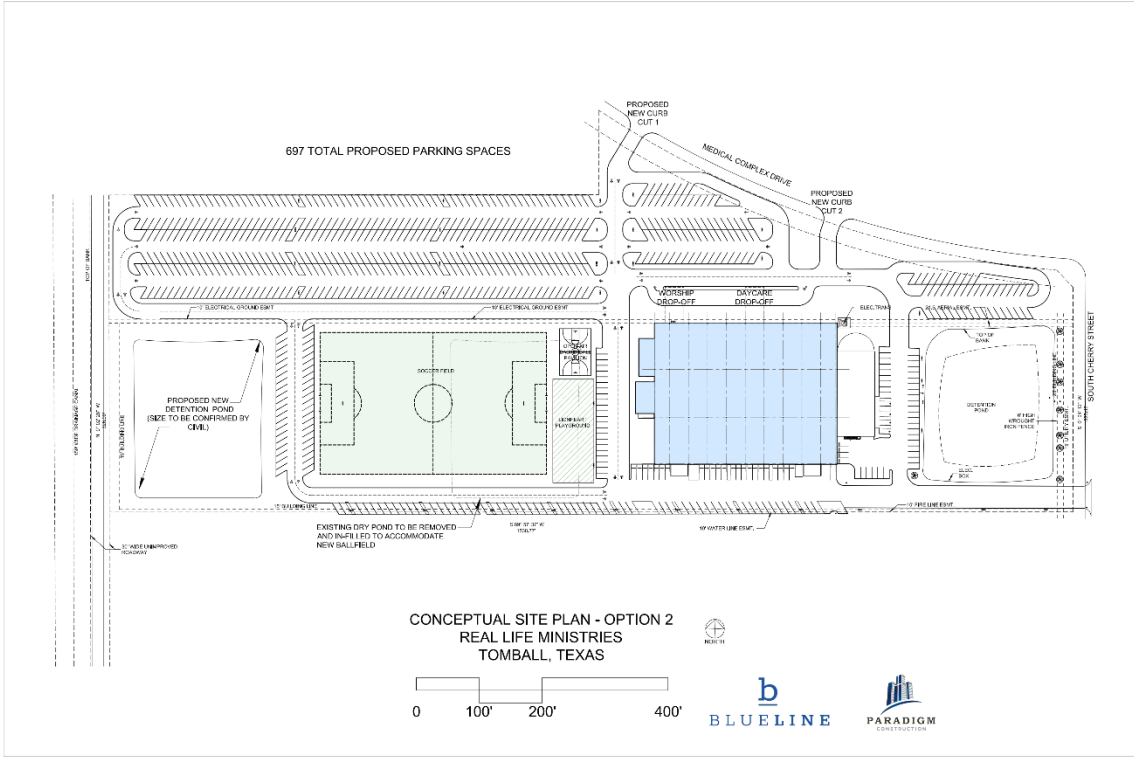
Sincerely,

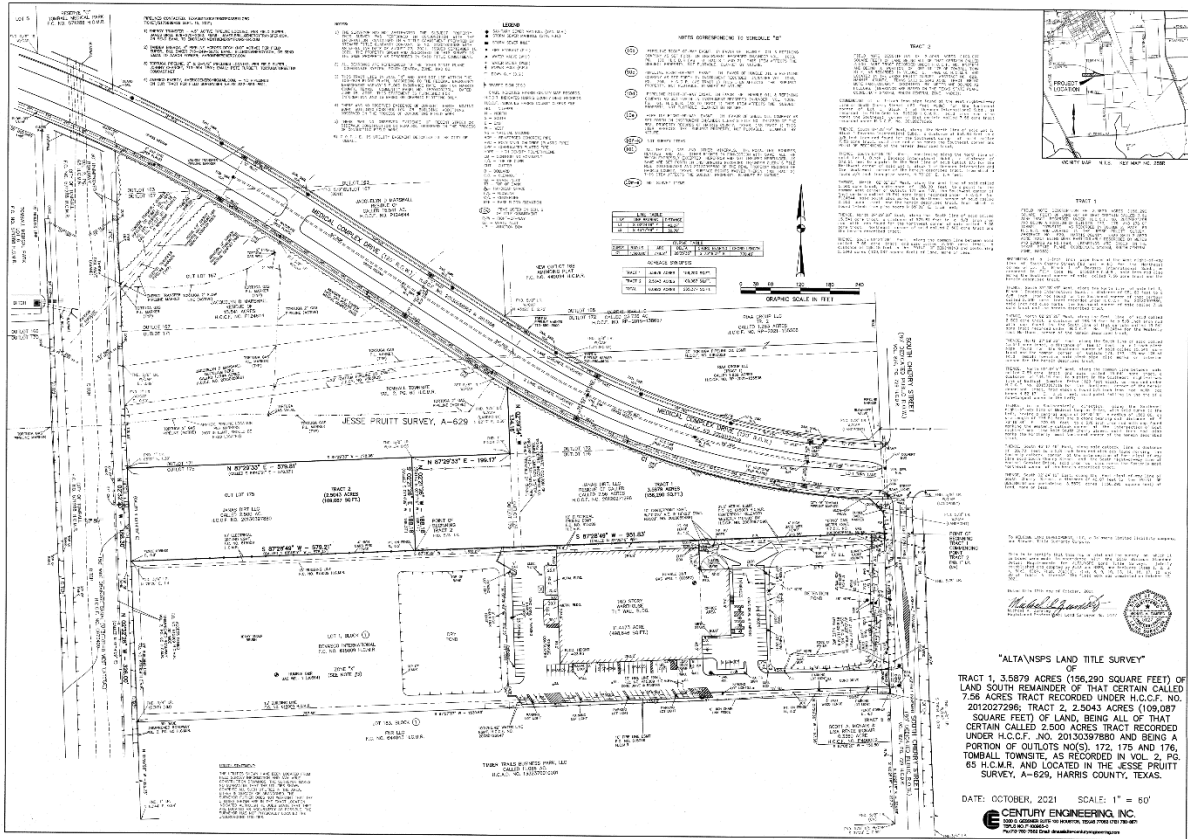
A handwritten signature in black ink that reads "C.M. Miller".

Cameron M. Miller, PE  
Project Manager

CMM/jrd  
K:\18075\18075-0001-00 Real Lift Ministries - Tomball\Project Management\Deliverables\SENT 05-02-2023 Rezoning  
Application\Real Life Ministries.docx  
Enclosures  
By certified mail

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100





**"ALTA WSPS LAND TITLE SURVEY"**  
 TRACT 1, 3,587.9 ACRES (156,290 SQUARE FEET) OF  
 LAND SOUTH REMAINDER OF THAT CERTAIN CALLED  
 7.58 ACRES TRACT RECORDED UNDER H.C.C.F. NO.  
 2012027296; TRACT 2, 2,504.3 ACRES (109,087  
 SQUARE FEET) OF LAND, BEING ALL OF THAT  
 CERTAIN CALLED 2,500 ACRES TRACT RECORDED  
 UNDER H.C.C.F. NO. 20130397880 AND BEING A  
 PORTION OF OUTLOTS NO(S). 172, 175 AND 176,  
 TOMBALL TOWNSHIP, AS RECORDED IN VOL. 2, PG.  
 65 H.C.M.R. AND LOCATED IN THE JESSE PRUITT  
 SURVEY, A-629, HARRIS COUNTY, TEXAS.

DATE: OCTOBER, 2021 SCALE: 1" = 60'  
**CENTURY ENGINEERING, INC.**  
 1000 WEST 10TH STREET, SUITE 1000, HOUSTON, TEXAS 77008  
 281.462.8800

**ORDINANCE NO. 2023-16**

**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 LOT 1, BLOCK 1 OF DEVASCO INTERNATIONAL AS WELL AS APPROXIMATELY 6.09 ACRES OF LAND BEING A PORTION OF TOMBALL TOWNSITE OUTLOTS 172, 175, AND 176 FROM LIGHT INDUSTRIAL (LI) AND AGRICULTURAL (AG) TO OFFICE (O) ZONING. THE PROPERTY IS GENERALLY LOCATED WITHIN THE 1600 BLOCK (WEST SIDE) OF S. CHERRY STREET; 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**, Real Life Ministries, represented by Quiddity, has requested approximately 6.09 acres of land being a portion of the Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three 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 consider approving the rezoning of said property to Office (O); and

**Whereas**, the City Council deems it appropriate to grant the recommended Office (O) 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 rezoning classification of the Property is hereby changed and is 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 hereby stated, 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 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 19<sup>th</sup> DAY OF June 2023.

COUNCILMAN FORD	<u>Aye</u>
COUNCILMAN STOLL	<u>Aye</u>
COUNCILMAN DUNAGIN	<u>Aye</u>
COUNCILMAN TOWNSEND	<u>Aye</u>
COUNCILMAN PARR	<u>Aye</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

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

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary



## 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. 829, 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.

## 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;

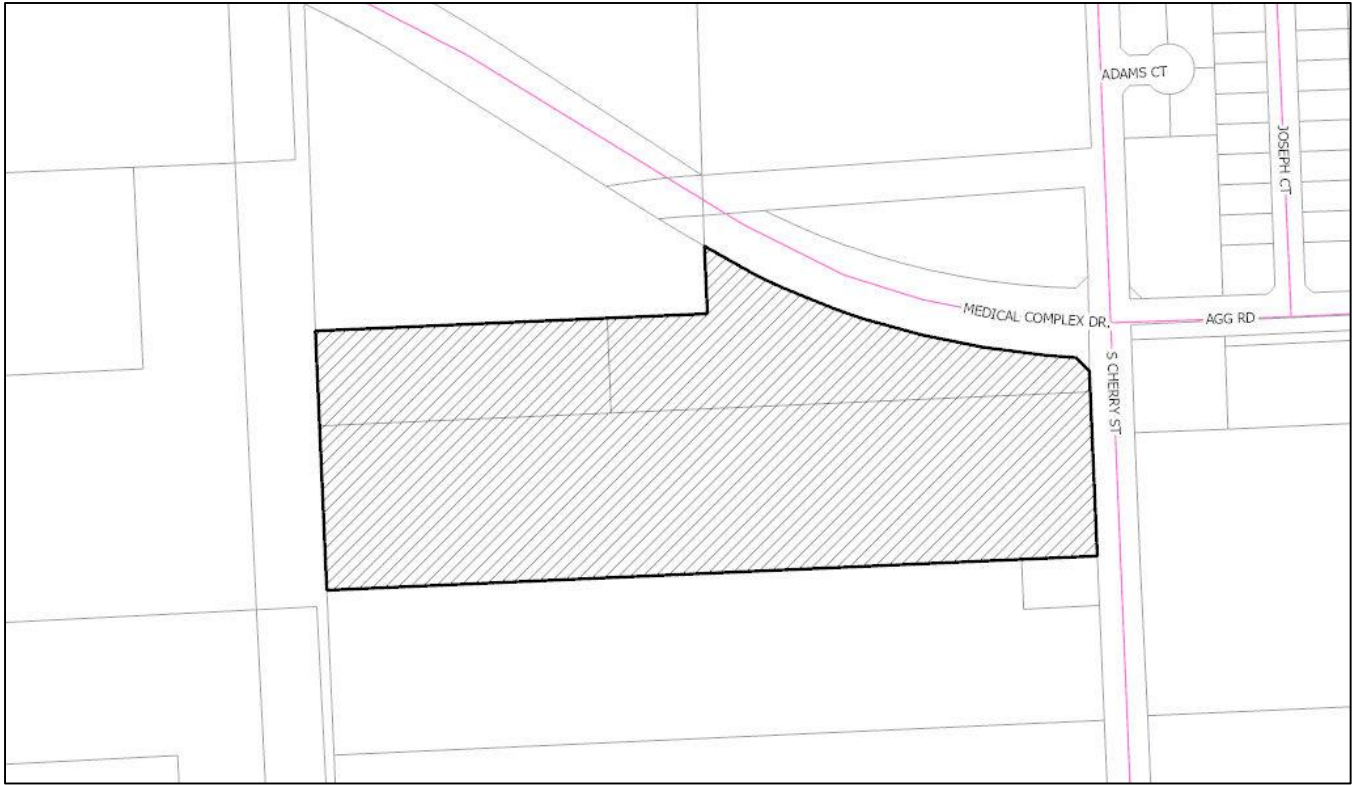
THENCE, South 87°28'49" West, along the North line of said Lot 1, Block 1 Devasco International Subd., a distance of 951.83 feet to a 5/8 inch iron rod found for the Southwest corner of said called 7.56 acre tract, said iron rod also marks the Southeast corner and POINT OF BEGINNING of the herein described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



Location: 1600 block (west side) of South Cherry Street. Being Lot 1, Block 1 of Devasco International as well as 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 out of the William Hurd Survey, Abstract 378, City of Tomball, Harris County, Texas.

# City Council Agenda Item Data Sheet

Meeting Date: 07/03/2023

**Topic:**

Adopt, on Second Reading, Ordinance No. 2023-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

The subject property is currently vacant and undeveloped. The applicant’s request is to rezone the subject property to Light Industrial (LI) to allow office, warehouse, and storage buildings.

**Origination:**

**Recommendation:**

City staff recommends Approval of Zoning Case Z23-09. Planning and Zoning Commission recommends Approval, (Unanimously).

**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



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
JUNE 12, 2023  
&  
CITY COUNCIL  
JUNE 19, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 12, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 19, 2023 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 Z23-07:** Request by Tomball 10 Joint Venture represented by Khoa Nguyen to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-08:** Request by Real Life Ministries Texas represented by Quiddity to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas.

**Zoning Case Z23-09:** Request by Tim Littlefield to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon 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, and the Public Works Buildings, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contact the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 9<sup>th</sup> day of June 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
City Planner

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



**City of Tomball  
Community Development Department**

AMERICO ENERGY REAL ESTATE HOLDINGS LTD  
7575 SAN FELIPE STE 200

HOUSTON, TX 77063-1778

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z23-09**

**5/23/2023**

The Planning & Zoning Commission will hold a public hearing on **June 12, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Tim Littlefield to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **June 19, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: Z23-09**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: AMERICO ENERGY REAL ESTATE HOLDINGS LTD  
Parcel I.D.: 0352820000135  
Address: 0 RUDOLPH RD

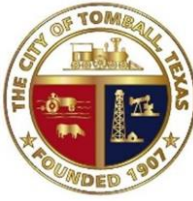
Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor   
Additional Comments:

I am opposed

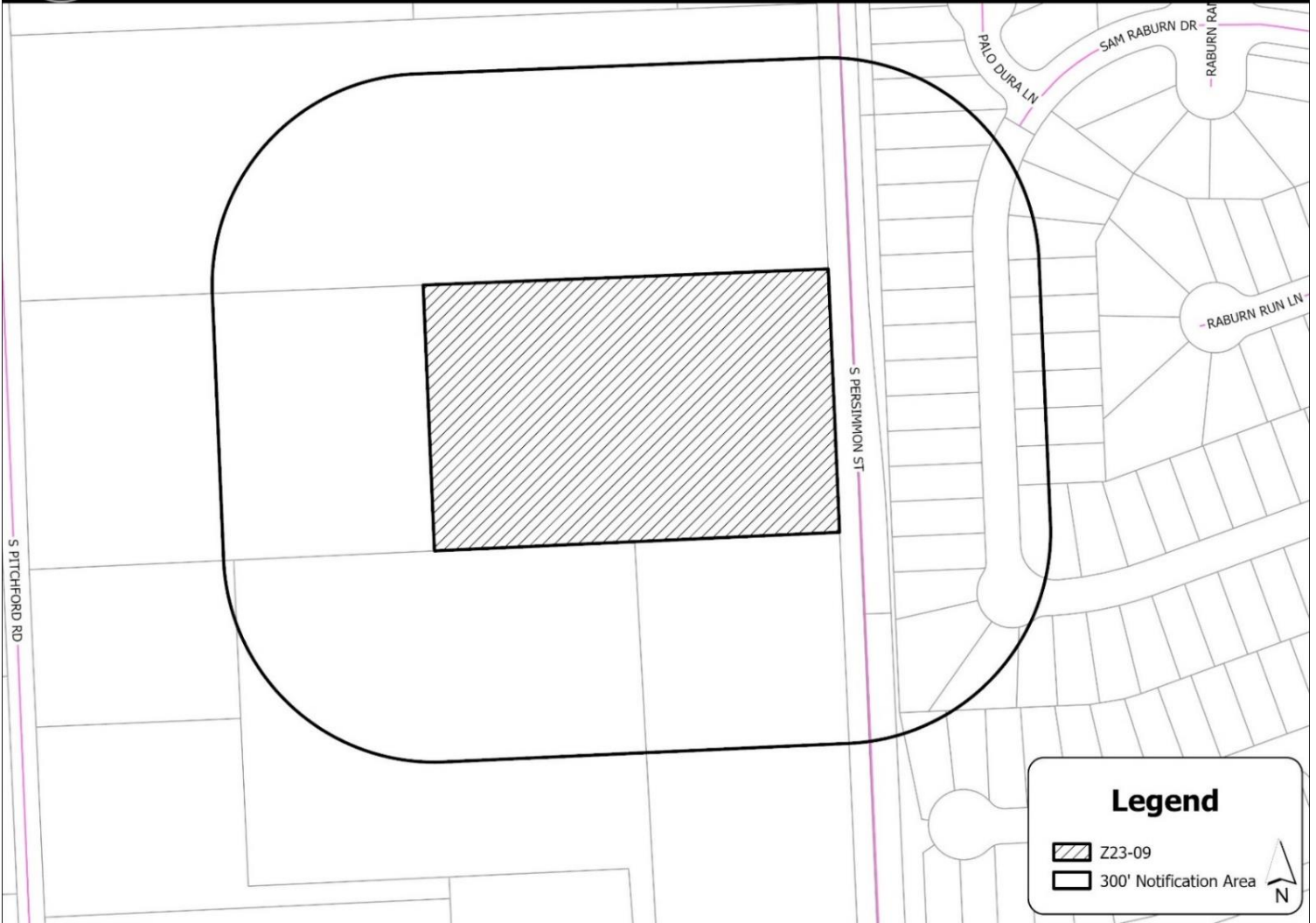
Signature: \_\_\_\_\_



*City of Tomball*  
*Community Development Department*

**Z23-09**

 **Notification Map**





For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: Z23-09**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Name: TIM LITTLEFIELD LLC  
Parcel I.D.: 0352880000435  
Address: 0 PERSIMMON

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor   
Additional Comments:

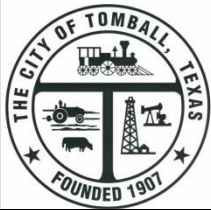
I am opposed

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



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501 James Street • TOMBALL, TEXAS 77375



*Community Development  
Department  
**Rezoning  
Staff Report***

Planning & Zoning Commission Public Hearing Date: June 12, 2023  
City Council Public Hearing Date: June 19, 2023

**Rezoning Case:** Z23-09  
**Property Owner(s):** Tim Littlefield  
**Applicant(s):** Tim Littlefield  
**Legal Description:** Tomball Townsite Outlot 281  
**Location:** Generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas. (Exhibit “A”)  
**Area:** 5.001 acres  
**Comp Plan Designation:** Neighborhood Residential (Exhibit “B”)  
**Present Zoning:** Single Family Residential Estate – 20 (SF-20-E) (Exhibit “C”)  
**Request:** Rezone from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI)

**Adjacent Zoning & Land Uses:**

**North:** MHP - Manufactured Home District (MHP) / Mobile Home Park

**South:** Light Industrial (LI) and Single Family Residential Estate – 20 (SF-20-E) / Vacant and Undeveloped and Warehouse

**West:** Commercial (C) / Barn

**East:** S. Persimmon Street, Planned Development District / Single Family Residential

**BACKGROUND**

The subject property is currently vacant and undeveloped. The applicant’s request is to rezone the subject property to Light Industrial (LI) to allow office, warehouse, and storage buildings.

**ANALYSIS**

**Description:** The subject property comprises about 5.001 acres, generally located within the 1100-1400 blocks (west side) of S. Persimmon Street. Currently the subject property is zoned Single Family Residential Estate – 20 (SF-20-E) and has been within this zoning classification since the City of Tomball adopted zoning in 2008. Sutton Place Park Mobile Home Park is located north of

the subject property that is zoned MHP. South of the subject site, zoned LI, is vacant and undeveloped. The area to the south that is zoned SF-20-E contains a warehouse building. The area west of the subject property that is zoned C contains a barn that appears to be a residential accessory building. East of the subject site is S. Persimmon Street. The area further east is the PDD for the Raburn Reserve single family residential development.

**Comprehensive Plan Recommendation:**

The subject property is designated as Business Park and Industrial by the Comprehensive Plan’s Future Land Use Map (FLUM). This category is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight. Recommended land uses include office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Recommended secondary uses are utility services, government facilities, and transportation/freight uses. Recommended zoning categories are Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD).

The proposed zoning category of LI is in conformance with the Comprehensive Plan recommendation.

**Staff Review Comments:**

The request to rezone the subject property to Light Industrial (LI) is in conformance with the Future Land Use Plans goal and objective of establishing the Business Park & Industrial land use. The approval of the requested zoning will promote a new development that is consistent with the type of development pattern and character endorsed by the Future Land Plan for this area. Furthermore, the subject property is situated along S. Persimmon Street, which is a thoroughfare that is designated as a Minor Arterial Street. Roadways such as this (when fully built out) are designed to accommodate the volume and character of traffic that may be expected within a Light Industrial district. It is worth mentioning, this segment of S. Persimmon Street is not fully improved, currently it is approximately 20-feet-wide as opposed to the 40-foot-wide pavement width planned for Minor Arterial Streets. During the review of the development plans for this parcel there is the potential that the City Engineer may require a Traffic Impact Analysis (TIA). Based on findings from this analysis, subsequent street improvements may be required prior to the parcels development to better serve the parcel and alleviate potential traffic concerns that may be generated by the proposed development. Ultimately, this information is to provide background and should not hold any bearing on the decision as to whether Light Industrial zoning is appropriate. The specifics regarding public improvements associated with the development are to be determined at the time of development.

**PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on May 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**RECOMMENDATION**

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-09.

## **EXHIBITS**

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

Exhibit "A"  
Location Map

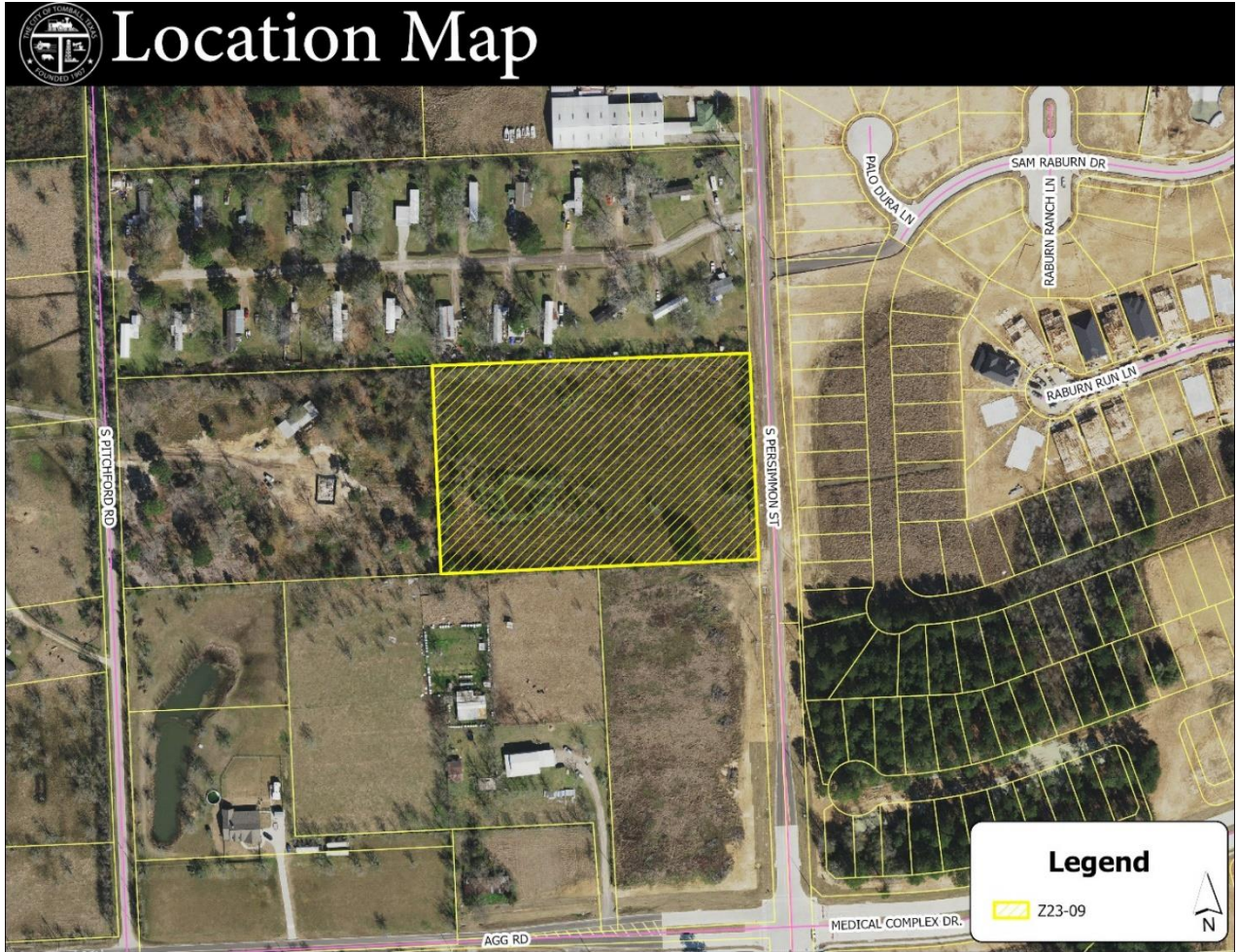
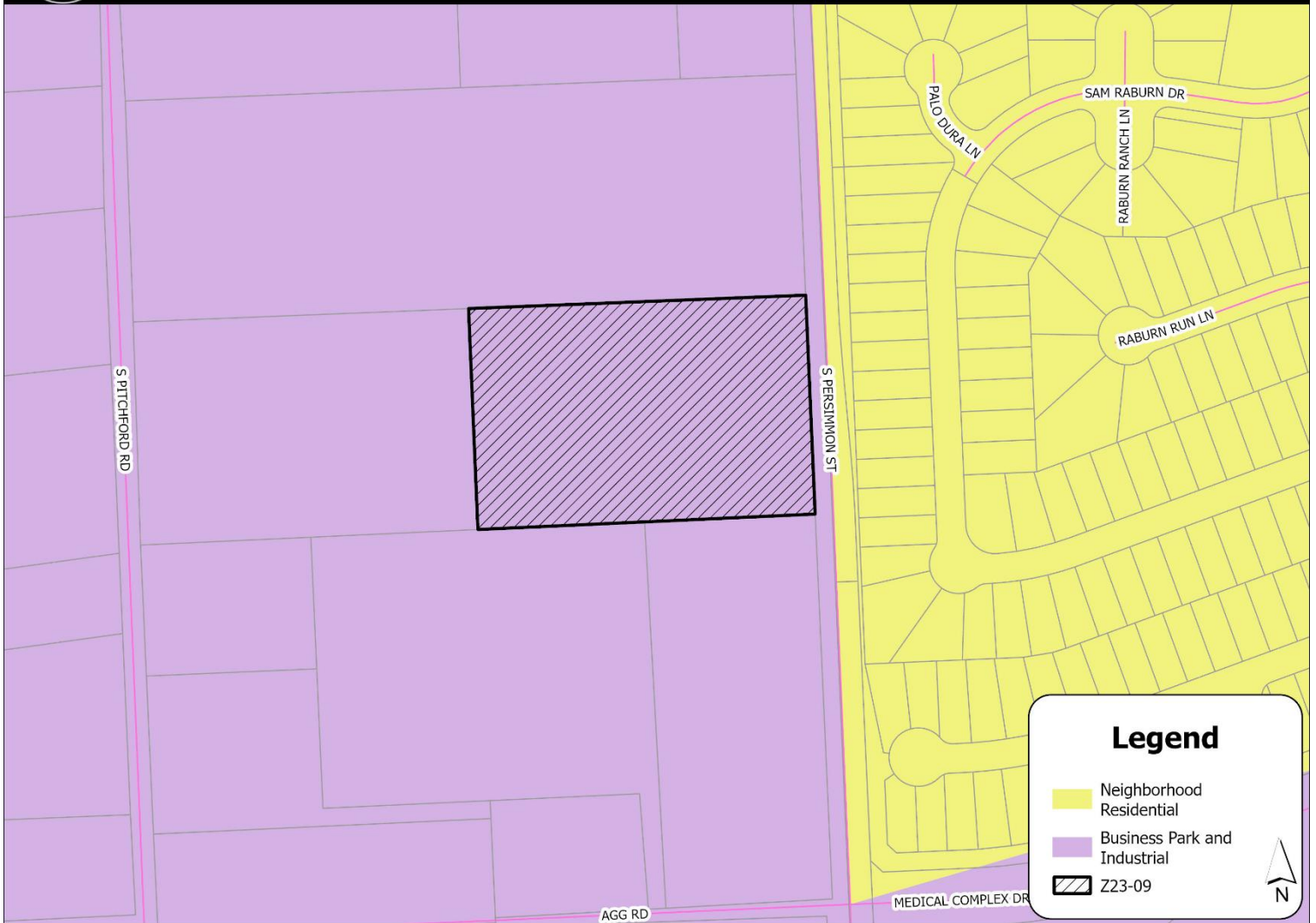




Exhibit "B"  
Future Land Use Plan



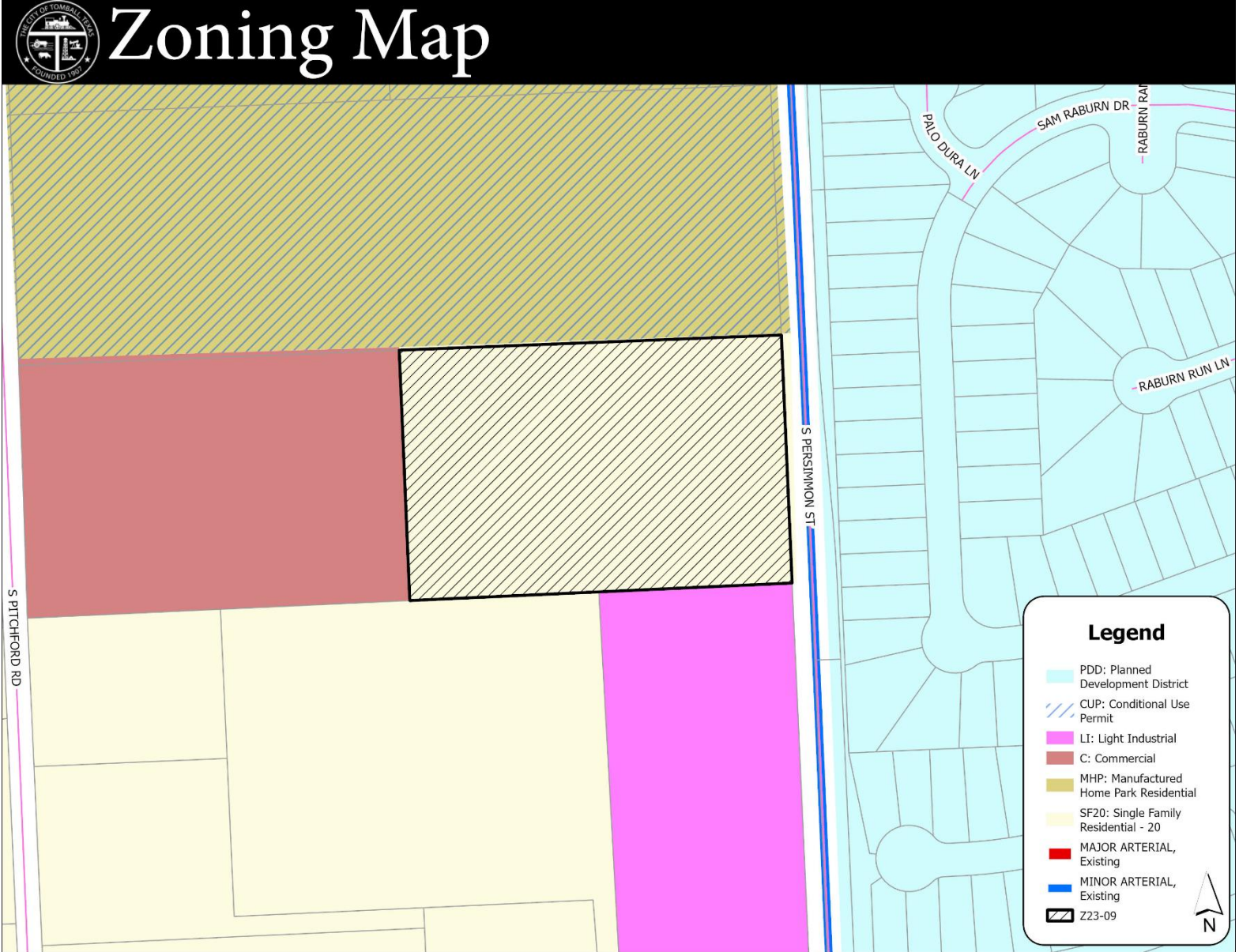
# Future Land Use Map



**Legend**

- Neighborhood Residential
- Business Park and Industrial
- Z23-09

Exhibit "C"  
Zoning Map





**Exhibit "D"**  
**Site Photo(s)**

Subject Site



Neighbor (West)





Neighbor (East)



Neighbor (North)



Neighbor (South)





Exhibit "E"  
Rezoning Application

Revised: 4/13/2020



**APPLICATION FOR RE-ZONING**  
Community Development Department  
Planning Division

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

**Applicant**

Name: Tim Littlefield LLC, Tim Littlefield Title: Owner  
Mailing Address: 9618 Kirkstone Terrace Dr City: Spring State: TX  
Zip: 77379 Contact: Tim Littlefield  
Phone: (281) 723-7344 Email: tim@littlefieldbrothers.com

**Owner**

Name: Tim Littlefield LLC, Tim Littlefield Title: Owner  
Mailing Address: 9618 Kirkstone Terrace Dr City: Spring State: TX  
Zip: 77379 Contact: Tim Littlefield  
Phone: (281) 723-7344 Email: tim@littlefieldbrothers.com

**Engineer/Surveyor (if applicable)**

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

Description of Proposed Project: Office/Warehouse and/or Storage Buildings

Physical Location of Property: Situated in the Jessie Pruitt Survey, Abstract # 629 in Harris County - Outlot 281 on Persimmon St.

[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: Being 5.001 Acres in the Jessie Pruitt Survey, Abstract #629, Outlot 281, Recorded in Volume 4, Page 75 of map records of Harris County recorded under county clerk's file # RP-2020-189624 of the official public records of Harris County

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-20-E Single - Family 20 Estate District

Current Use of Property: NONE (empty lot)

Proposed Zoning District: LI - Light Industrial


Proposed Use of Property: Office/Warehouse and/or Storage Buildings

HCAD Identification Number: \_\_\_\_\_ Acreage: 5.001

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

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

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

X  \_\_\_\_\_ Date 4-10-23

X \_\_\_\_\_  
Signature of Owner Date

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

DATE : 4/26/2023 1:53 PM  
OPER : SM  
TRBY : SM  
TERM : 6  
REC# : R01356740

130.0000 PLANNING AND ZONING 1000.00  
Jim Littlefield LLC . 1000.00

Paid By: Jim Littlefield LLC .  
2-CK 1000.00 REF:w 2284

APPLIED 1000.00  
TENDERED 1000.00

CHANGE 0.00

## 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)
- Letter stating reason for request and issues relating to request
- Conceptual Site Plan (if applicable) *N/A - HAVE NOT GOT THAT FAR.*
- 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.

## Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

**FAILURE TO APPEAR:** It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.





FEBRUARY 21, 2023

BEING 5.001 ACRES OF LAND, SITUATED IN THE JESSIE PRUITT SURVEY, ABSTRACT NUMBER 629 IN HARRIS COUNTY, TEXAS AND BEING ALL OF OUTLOT 281 OF THE CORRECTED MAP OF TOMBALL OUTLOTS, A SUBDIVISION ACCORDING TO THE MAP AND OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND BEING THE SAME TRACT CALLED 5.006 ACRE TRACT AS CONVEYED IN DEED TO MENDOZA HOME BUILDERS, LLC., RECORDED UNDER COUNTY CLERK'S FILE NUMBER RP-2020-189624 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS; SAID 5.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83), ALL DISTANCES SHOWN ARE GROUND:

BEGINNING at a 5/8 inch iron rod, found for the Southeast corner of the herein described, being the Southeast corner of said Outlot 281, being the Northeast corner of Outlot 284, being the Northeast corner of a called 4.393 acre tract conveyed in deed to Tim Littlefield LLC., recorded under County Clerk's File Number RP-2021-132294 of the Official Public Records of Harris County, Texas and being in the West line of Persimmon Road, as recorded in Volume 2, Page 65, Volume 4, Page 75, in Film Code 692320 of the Map Records of Harris County, Texas and recorded in Volume 1037, Page 710 of the Deed Records of Harris County, Texas and recorded under County Clerk's File Number 2020-222647 of the Official Public Records of Harris County, Texas;

THENCE South 87°36'04" West (Deed call: North 89°51'00" West), along the South line of said Outlot 281, The North line of said Outlot 284 and the North line of said 4.393 acre tract, passing at a distance of 11.23 feet a 5/8 inch iron rod found in the West line of a called 0.2547 acre tract conveyed to the City of Tomball recorded under County Clerk's File Number RP-2020222647 of the Official Public Records of Harris County, Texas, continuing along said line, passing at a distance of 292.20 feet a 1/2 inch iron rod, found for the Northwest corner of said 4.393 acre tract and being the Northeast corner of a called 6.21 acre tract conveyed in deed to Francisco Lopez and Veronica Beltran recorded under County Clerk's File Number 2015-0114381 of the Official Public Records of Harris County, Texas and continuing, in all, a total distance of 577.24 feet (Deed call: 577.51 feet) to a 1/2 inch iron rod, found for the Southwest corner of the herein described tract, being the Northeast corner of Outlot 283 and being the Southeast corner of Outlot 280 called 5.002 acre tract conveyed in deed to Michael R. Brown recorded under County Clerk's File Number RP-2022-403731 of the Official Public Records of Harris County, Texas


THENCE North 02°17'18" West, (Deed call: North 00°13'27" West), along the West line of said Outlot 281 and the East line of said Outlot 280, a distance of 377.46 feet (Deed call: 377.60 feet) to 1/2 inch iron rod, found for the Northwest corner of the herein described tract, being the Northeast corner of said Outlot 280, being the Southeast corner of Outlot 276, being the Southwest corner of Outlot 277 and

being in the South line of a called 10.0148 acre tract as conveyed in deed to BK Resources, LLC., recorded under County Clerk's File Number 20140340605 of the Official Public Records of Harris County, Texas

THENCE North 87°35'25" East (Deed call: South 89°51'00" East), along the above mentioned line and the South line of said Outlot 277, a distance of 576.89 feet (Deed call 577.51 feet) to a 5/8 inch iron rod, found for the Northeast corner of the herein described tract, being the Southeast corner of said Outlot 277, being the Southeast corner of said 10.0148 acre tract and being in the West line of said Persimmon Road;

THENCE South 02°20'30" East (Deed call: South 00°13'27" West), along the above mentioned line a distance of 377.56 feet (Deed call: 377.60 feet), back to the Point of Beginning and containing 5.001 acres of land, based on the survey and plat prepared by Jeffrey Moon and Associates, Inc., dated February 21, 2023.

Job. No: 23-T-28 (5.001 Acres)

  
Taren Hanks  
Registered Professional  
Land Surveyor No. 6787





**ORDINANCE NO. 2023-17**

**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 TOMBALL TOWNSITE OUTLOT 281 FROM SINGLE FAMILY RESIDENTIAL ESTATE – 20 (SF-20-E) TO LIGHT INDUSTRIAL (LI) ZONING. THE PROPERTY IS GENERALLY LOCATED WITHIN THE 1100-1400 BLOCKS (WEST SIDE) OF S. PERSIMMON STREET; 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**, Tim Littlefield, has requested all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three 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; 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 rezoning classification of the Property is hereby changed and is 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 hereby stated, 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 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 19th DAY OF June 2023.

COUNCILMAN FORD	<u>Aye</u>
COUNCILMAN STOLL	<u>Aye</u>
COUNCILMAN DUNAGIN	<u>Aye</u>
COUNCILMAN TOWNSEND	<u>Aye</u>
COUNCILMAN PARR	<u>Aye</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

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

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

Exhibit "A"



Location: 1100-1400 blocks (west side) of S. Persimmon Street. Being all of Tomball Townsite Outlot 281, City of Tomball, Harris County, Texas.

**City Council Meeting  
Agenda Item  
Data Sheet**

**Meeting Date:** July 3, 2023

**Topic:**

Approve the Minutes of the June 19, 2023, Regular City Council Meeting.

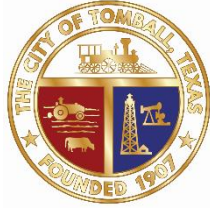
**Background:**

**Origination:** City Secretary

**Recommendation:**

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

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



**Monday, June 19, 2023  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 19, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

**A. Call to Order**

**PRESENT**

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

**STAFF PRESENT**

David Esquivel- City Manager  
Jessica Rogers- Assistant City Manager  
Tracylynn Garcia- City Secretary  
Megan Mageo- Project Manager  
Drew Huffman- Public Works Director  
Jeff Bert- Police Chief  
Chrislord Templonuevo- Marketing Manager  
Katherine Tapscott- Finance Director  
Rosalie Dillon- Community Center Manager  
Joe Sykora- Fire Chief  
Fae Morris- Records Specialist  
Johnita Robinson- Records Specialist  
Ki Provencher- City Hall Intern  
Caroline Klein- Public Works Intern



- B. Invocation - Led by Pastor Tommy Robinson – Real Life Ministries
- C. Pledges to U.S. and Texas Flags Chief J. Sykora
- 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.]*

Tina Salem 1310 Pine Trails Tomball, Texas 77375	–	Tennis Courts
Henry Reid 11102 Old Mint Lane Tomball, Texas 7735	-	Tomball Museum Center
Brandy Beyer 20331 New Kentucky Hockley, Texas 77447	-	51 <sup>st</sup> Annual Tomball night
Russell Hill 31207 Alice Lane Tomball, Texas 77375	-	Traffic Safety on Zion Rd
Mike Clark 519 E. Huffsmith Tomball, Texas 77375	-	Hotel Occ. Tax for the city

- E. Presentations
  - 1. Lions Club Presented \$2000 a check to the Tomball Fire Department for paint and decals of the Special Events Vehicle.

- F. Reports and Announcements

- 1. Announcements
  - **Kids Club Dates:**
    - June 9: Soccer Clinic with HTX Soccer (formerly Dynamo/Dash Youth Soccer) at Broussard Park (1414 E. Huffsmith Rd) from 9-11 a.m.
    - July 14: Reptile show-n-tell and Reading games (Texas Snakes & More and

LSC-Tomball Community Library) at Juergens Park (1331 Ulrich Rd) from 10 a.m. to 12 p.m.

- August 11: Learn about emergency vehicles and Splash Day at Tomball Depot Plaza (201 S. Elm St). from 10 a.m. to 12 p.m.
- **2023 Swim Season (Jerry Matheson Park Pool):**
- Monday-Closed
- Tuesday thru Friday - 10am - 6pm
- Saturday & Sunday – 12pm - 8pm

**REGULAR SEASON HOURS 2023**

- May 30th (Start Date) thru August 13th (Sunday) End Date

**END OF SEASON HOURS 2023**

- August 19th (Saturday) Noon – 8pm
- August 20th (Sunday) Noon – 8pm
- August 26th (Saturday) Noon – 8pm
- August 27th (Sunday) Noon – 8pm
- September 2nd (Saturday) Noon – 8pm
- September 3rd (Sunday) Noon – 8pm
- September 4th (Monday) 10am – 6p

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

Item I was pulled at the request of Council 2 Stoll.

- II. Katherine presented on Hotel Occupancy Tax for short-term rental properties.

G. Old Business

1. Adopt on Second Reading Ordinance No. 2023-18, An Ordinance of The City Of Tomball, Texas Amending Section 2-326 Of Its Code Of Ordinances, Designated, Of Division II, Records Management Officer, Of Article V, Records Management, Of Chapter II, Administration; Providing For Severability, Making Findings Of Fact; And Providing For Other Related Matters

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

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

Motion carried unanimously.

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

Item #3 was pulled by Council 1 Ford and was voted on separately.

1. Approve the Minutes of the June 5, 2023, Regular City Council Meeting.
2. Approve a contract with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies and services through a BuyBoard Contract (Contract No. 626-20) for a not-to-exceed amount of \$160,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.
4. Approve amendment to Administrative Policy No. 22, entitled “Hotel Occupancy Tax Grant Policy”
5. Approve request from Greater Tomball Area Chamber of Commerce for City Support and In-Kind Services for the 51<sup>st</sup> annual Tomball Night on Market St and around downtown Tomball, on Friday, August 4, 2023
6. Authorize the City Manager to execute the necessary documents to enter into Buyboard Contract #698-23, with Casco Industries, Inc. for the purchase of Hose, Firefighting, and Personal Protective Equipment in excess of \$50,000 for Fiscal Year 2022-2023, in accordance with the Purchasing and Bidding Policy. This expenditure is within the Fiscal Year 2023 Budget.
7. Authorize annual spending exceeding \$50,000 from Siddons-Martin in accordance with the Purchasing and Bidding Policy for Fiscal Year 2022-2023. These purchases are within the Fiscal Year 2022-2023 budget.

Motion made by Council 3 Dunagin, Seconded by Council 2 Stoll to approve New Business Consent agenda 1,2,4,5,6 and 7.

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

Motion carried unanimously.

3. Approve a contract with B & C Constructors, LP through a 1GPA Contract (Contract No. 19-03DP) for a not-to-exceed amount of \$885,000, approve the

expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.

Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin.

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

Motion carried unanimously.

I. New Business

I. Presentation, discussion, and possible direction related to bills proposed or passed in the 2023 Texas Legislative Sessions and their impact on City operations.

1. Conduct a Public Hearing and Consideration to Approve **Zoning Case Z23-05**: Request by Michael Kirtley represented by Sam Jackson of Black Mountain Energy Storage II LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5 acre of land legally described as being all of Lot 265 in Tomball Townsite from Agricultural (AG) to Light Industrial (LI) zoning. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-05**

Adopt, on First Reading, Ordinance No. 2023-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acre of land legally described as being all of Lot 265 in Tomball Townsite from Agricultural (AG) to Light Industrial (LI) zoning. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas; 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.

- Mayor Klein Quinn called the PH to order at 7:05 pm.

Sam Latrell - spoke in opposition.  
823 Lizzy Lane  
Tomball, Texas

Katherine Meyer  
(On behalf of the applicant)

- Hearing no further comments Mayor Klein Quinn closed PH at 7:08 pm.

Motion made by Council 1 Ford, Seconded by Council 2 Stoll to read Ordinance No. 2023-11 by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 1 Ford, Seconded by Council 2 Stoll to adopt First Reading Ordinance No. 2023-11.

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

Motion carried unanimously.

2. Consideration to approve **Case CUP23-04**: Request by Michael Kirtley, represented by Sam Jackson of Black Mountain Energy Storage II LLC., for a Conditional Use Permit to allow an “Electric Storage System” within Light Industrial (LI) zoning. Affecting land legally described as being all of Lot 265 in Tomball Townsite. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Case CUP23-04**

Adopt, on First Reading, Ordinance No. 2023-14, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by issuing a Conditional Use Permit to allow an “Electric Storage System” within Light Industrial (LI) zoning. Affecting land legally described as being all of Lot 265 in Tomball Townsite. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- Mayor Klein Quinn called the PH to order at 7:14 pm.



Presenters:

Katherine Meyer (on behalf of the applicant)

Sam Jackson (Black Mountain Energy)

Derek Post (Fire & Risk Alliance)

- Hearing no further comments Mayor Klein Quinn closed PH at 7:47 pm.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to read Ordinance No. 2023-14 by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 1 Ford to adopt on First Reading Ordinance No. 2023-14.

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

Motion failed.

3. Consideration to Approve **Zoning Case Z23-07**: Request by Tomball 10 Joint Venture represented by Khoa Nguyen to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-07**

Adopt, on First Reading, Ordinance No. 2023-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each

day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- Mayor Klein Quinn called the PH to order at 8:47 pm.

Khoa Nguyen (applicant)  
28257 Tomball Pkwy  
Tomball, Texas 77375

Andrew Nguyen (on behalf of applicant)  
2272 Hickory Log Dr  
Houston

- Hearing no further comments Mayor Klein Quinn closed PH at 8:55 pm.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to read Ordinance No. 2023-15 by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr.

Council 5 Parr amended his motion to read instead of GR to O

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

Motion carried unanimously.

Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr. to adopt as amended on First Reading Ordinance No. 2023-15.

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

Motion carried unanimously.

4. Consideration to Approve **Zoning Case Z23-08**: Request by Real Life Ministries Texas represented by Quiddity to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-08**

Adopt, on First Reading, Ordinance No. 2023-16, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to General Retail (GR) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- Mayor Klein Quinn called the PH to order at 9:09 pm.

Pastor Tommy Robertson (requestor)  
Real Life Ministries  
12819 Carriage Glen Dr.  
Tomball, Texas 77377

- Hearing no further comments Mayor Klein Quinn closed PH at 9:11 pm.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to read Ordinance No. 2023-16 by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr. to amend zoning from AG to O.

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

Motion carried unanimously.

5. Consideration to Approve **Zoning Case Z23-09**: Request by Tim Littlefield to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-09**

Adopt, on First Reading, Ordinance No. 2023-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- Mayor Klein Quinn called the PH to order at 9:17 pm.
- Hearing no further comments Mayor Klein Quinn closed PH at 9:18 pm.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to read Ordinance No. 2023-17 by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr. to adopt on First Reading Ordinance No. 2023-17.

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

Motion carried unanimously.

J. Adjournment

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

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

Motion carried unanimously.

PASSED AND APPROVED this 3<sup>rd</sup> day of July 2023.

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Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

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Lori Klein Quinn  
Mayor



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Approve Resolution No. 2023-33, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 51<sup>st</sup> annual Tomball Night on Market St and around downtown Tomball, on Friday, August 4, 2023

**Background:**

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 51<sup>st</sup> Annual Tomball Night and Parade, to be held on Friday, August 4, 2023. The estimated number of attendees is 10,000 visitors.

GTACC is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician. Event Information:

Street closures for the following streets on Friday night only from 12:00 p.m. until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

We are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on south side of Main between Cherry and Oak and at 200 S. Walnut.

We would like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO would take place from 4pm to 8pm. The Chamber’s committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events. Any proceeds received from the Health and Wellness EXPO will go to the Chamber to continue its mission.

This project aligns with the City's Strategic Plan goals of building our economy through partnerships with tourism and marketing organizations, such as the GTACC.

**Recommendation:** N/A

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



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Approve Request from Tomball High School for City Support and In-Kind Services for the “Tomball HS Homecoming Parade” and rally on Main St and ending in a rally in downtown Tomball, on Wednesday, October 4, 2023

**Event Information:**

Continue the annual tradition of Tomball HS students and parents to safely showcase their Cougar pride via a parade on Main St and ending in a rally at the Depot.

**Origination:** Tomball HS

**Recommendation:**

- Waive the Depot rental fee
- Use the Tomball Depot as the location of the Rally
- Provide water barricades on S. Walnut St. on both north and south side of Market St.
- Provide wooden barricades at S. Walnut St. and Fannin St.
- Provide wooden barricades at S. Elm St. and Market St.
- Provide water barricades on both north and south side of Market St. from S. Walnut St to S. Cherry St.
- Provide wooden barricades in the middle of Market St. from S. Walnut St to S. Cherry St.
- Trash receptacles and trash pick-up at Depot
- 24 Police Officers
- 6 Public works employees
- FD apparatus
- Potential use of additional parking lots

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

Marketing & Tourism Manager

**FUNDING (IF APPLICABLE)**

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

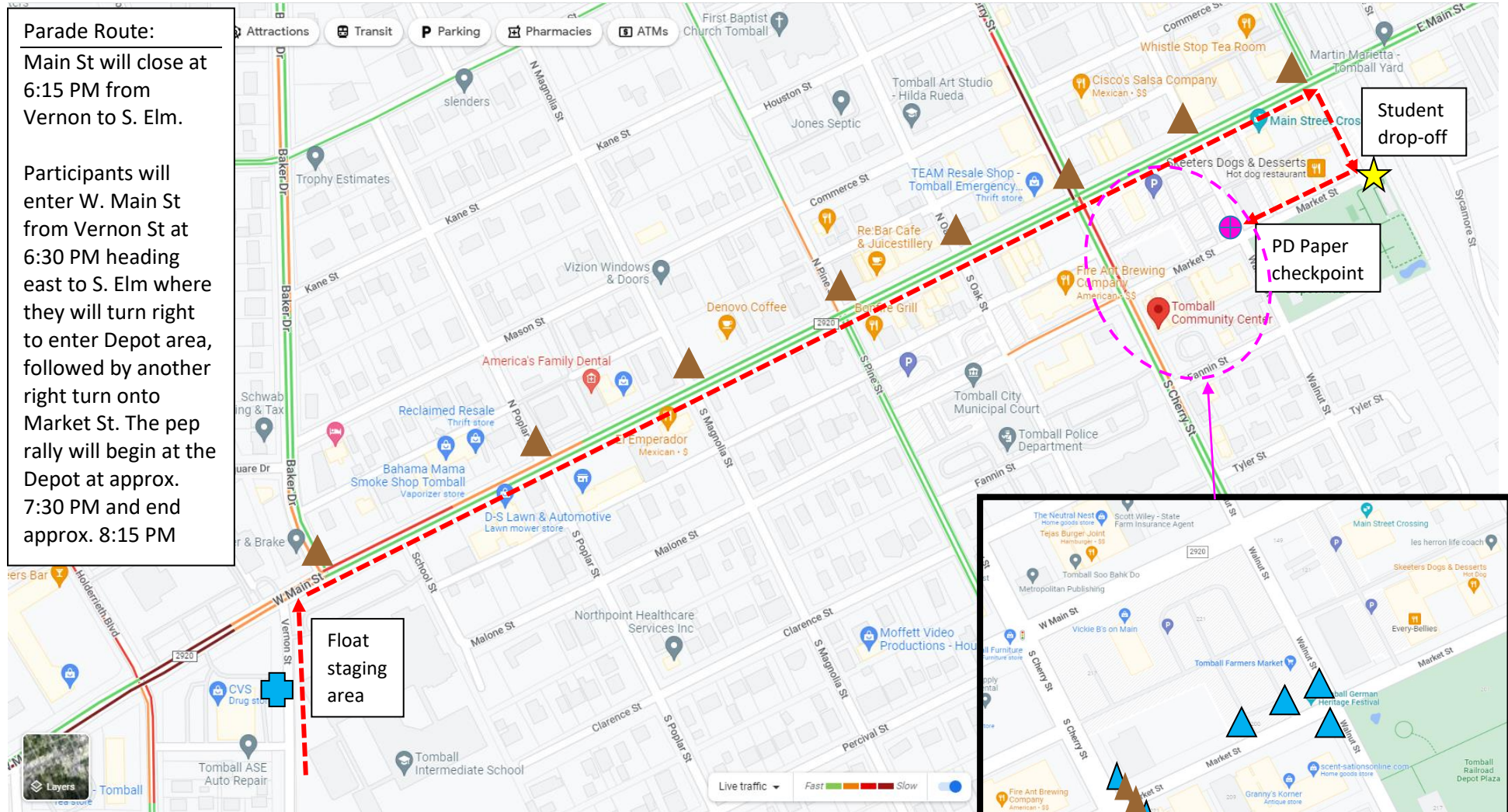
Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date



Tomball HS Homecoming Parade/Community Rally - Wednesday, October 5, 2022

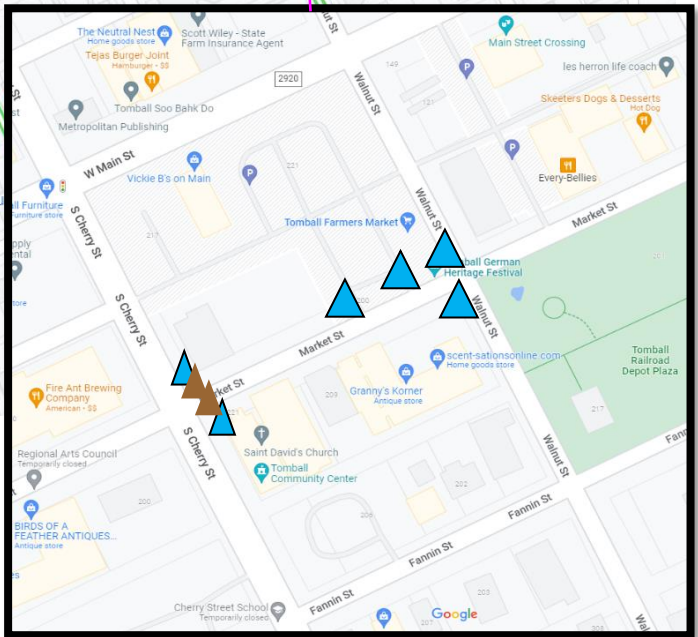




**Parade Route:**  
 Main St will close at 6:15 PM from Vernon to S. Elm.  
 Participants will enter W. Main St from Vernon St at 6:30 PM heading east to S. Elm where they will turn right to enter Depot area, followed by another right turn onto Market St. The pep rally will begin at the Depot at approx. 7:30 PM and end approx. 8:15 PM

Float staging area

Student drop-off

PD Paper checkpoint



-  Wood barricades
-  Water barricades

Market St to S. Cherry needs **WATER** barricades on BOTH left AND right side of the road with **WOODEN** in the middle



## **Tomball High School's 16th Annual Homecoming Parade & Community Rally Proposal**

Tomball High School respectfully requests the opportunity to host its 16th Annual Homecoming Parade & Community Rally on Wednesday, September 27, 2023, beginning at 6:00 pm and ending at 8:00 pm. Participants in this event will include the 9th-12th grade students, faculty, and staff of Tomball High School as well as students, faculty, and staff affiliated with the schools in the THS feeder pattern. It is a well publicized community event that is open to the public and is free to attend. This event begins with a parade that starts at Tomball Intermediate School and proceeds east down Main Street entering the park area by The Train Depot at S. Elm Street. This event will culminate in a community pep rally that takes place on the pad site immediately in front of The Depot and will include special introductions of TISD Administration and Executive Team, the 2023 Homecoming Court, and the various teams representing THS fall sports. We would like to request that set up begin as early as 3:30 and that clean up be allowed until 9 pm. No goods and services will be sold on location, but we would like to request permission to place tents around the park's perimeter for fall sports teams to gather prior to the rally if requested..



# SPECIAL EVENT APPLICATION

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

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

Date: 6/13/2023 Is this event Co-City sponsored? Yes \_\_\_ No X

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

Festival \_\_\_ Community Event X Arts & Crafts Event \_\_\_ Music Event \_\_\_ Other (specify) \_\_\_

1. Event title: Tomball High School 16<sup>th</sup> Annual Homecoming Parade + Pep Rally

2. Sponsoring entity: Tomball HS Student Council

3. Is this organization based in Tomball: Yes X No \_\_\_

4. Is this organization non-profit X or for-profit \_\_\_ \*Attach 501 (c ) (3) tax exemption if applicable

5. Contact: Mark Vierkant Phone: 281-357-3220 ext 2215

6. Contact address: THS 30330 Quin Rd, Tomball TX 77375

7. Contact email: mark.vierkant@tomballisd.net

8. Event date: Wednesday, September 27, 2023

9. Event times: Start 6:00 Finish 8:00 Set-up 3:30 Breakdown 9:00

10. Is this event for charity? Yes \_\_\_ No X

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: Mark Vierkant Mobile #: 281-433-6699

14. Estimated number of attendees: 2,000

15. Detailed site map in attached: Yes X No \_\_\_

16. Is this event open to the public: Yes X No \_\_\_

17. Admission fee: \$ \_\_\_ Free X

18. Time at which event staff will begin to arrive: 3:30

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 mm

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial mm

21. Name of insurance carrier: TASB Risk Management Fund

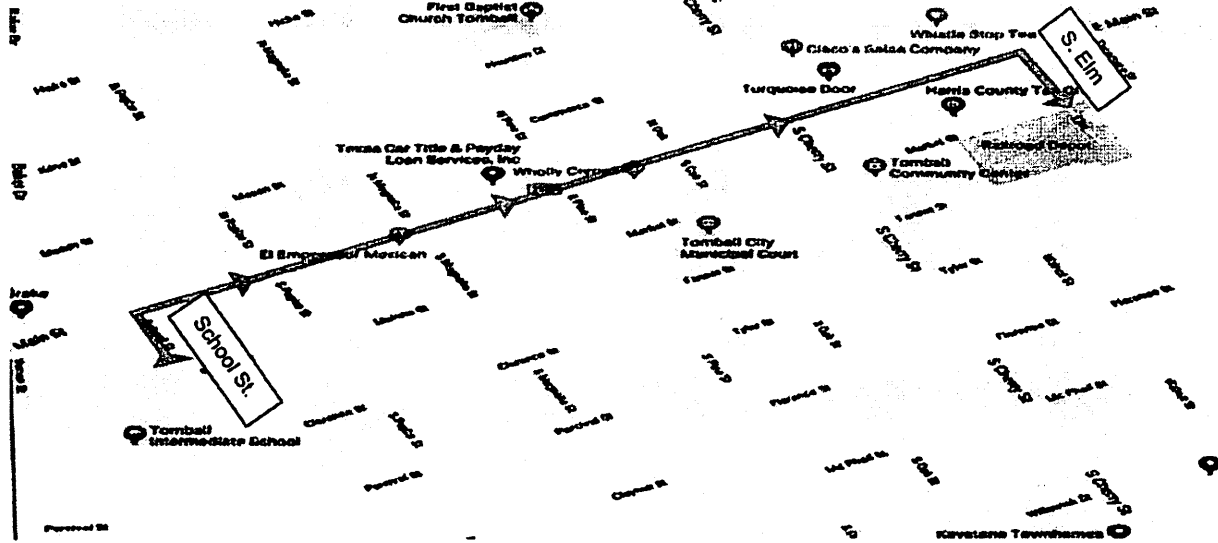
Signature: [Signature]

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

15th THS Homecoming Parade/Community Rally  
Wednesday, October 5, 2022

**Parade Route**

Participants will enter W. Main Street from School St. at 6:00 PM heading east to S. Elm where they will turn right to enter The Train Depot area, followed by another right turn onto Market Street. The pep rally will begin at The Train Depot at approximately 7:00 PM and should end at approximately 7:45 PM.





# TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)  
07/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE RISK POOL BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING RISK POOL, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL COVERED ENTITY / PERSON, the terms of coverage(s) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the coverage, certain terms of coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER	CONTACT NAME: Wesley Aycock
	PHONE (A/C. No. Ext): 800-482-7276      PHONE (A/C. No. Ext): 512-467-3645
	E-MAIL ADDRESS: Wesley.aycock@tasb.org
	PRODUCER CUSTOMER ID:
	RISK POOL AFFORDING COVERAGE
COVERED ENTITY / PERSON  Tomball ISD Steven Gutierrez 310 S Cherry St Tomball, TX 77375-5529	RISK POOL A: TASB Risk Management Fund
	RISK POOL B:
	RISK POOL C:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY / PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSD	SUBR WVD	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
						DESCRIPTION	AMOUNT
A	GENERAL LIABILITY	x		04/01/2018	04/01/2019	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	Excluded
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	Excluded
	<input checked="" type="checkbox"/> General Liability					PERSONAL & ADV INJURY	Included
						PRODUCTS - COM/OP AGG	Excluded
						EMPLOYEE BENEFITS LIAB	100,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY			04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	100,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	300,000
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	100,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Lone Star College System, present and past members of its Board of Trustees, its officers, employees, agents and assigns, and volunteers	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS IN THE COVERAGE DOCUMENTS.
	AUTHORIZED REPRESENTATIVE 



TASB RISK MANAGEMENT FUND  
DESIGNATED ADDITIONAL INSURED ENDORSEMENT

Program Participant: Tomball ISD

CD# 101921

Effective Date of Endorsement: August 6, 2018

This endorsement modifies the School Liability Coverage Agreement of the TASB Risk Management Fund.

Words and phrases in boldface are defined in the School Liability Coverage Agreement , which is available upon request.

A. The School Liability Coverage, Part A (General), section IV., paragraph A., definition of Covered Persons, is amended to include:

Covered Persons shall also include Lone Star College System, present and past members of its Board of Trustees, its officers, employees, agents and assigns, and volunteers , who is a Designated Additional Insured the Fund Member has agreed to include as an Additional Insured in a Contract Requiring Insurance under the Fund Member's General Liability Coverage of the School Liability Coverage Agreement. However, such coverage shall only with respect to liability for Bodily Injury or Property Damage arising out of an Occurrence that takes place during the Participation Period, and that is caused by acts or omissions of the Fund Member, and only if the acts or omissions of the Fund Member form the basis for a civil or alternative dispute proceeding filed against the Fund Member and would not be barred by governmental immunity, sovereign immunity, statutory immunity (including but not limited to immunities available under the Texas Tort Claims Act and statutory election of remedies), educator immunity, official immunity, and derivative immunity.

B. The coverage provided to the Designated Additional Insured by this endorsement is further limited as follows:

- No Coverage shall be afforded to the Designated Additional Insured where no coverage shall apply herein for the Fund Member.
- No coverage shall be afforded to the Designated Additional Insured for any Bodily Injury or Property Damage to any employee of the Fund Member or to any obligation of the Designated Additional Insured to indemnify another because of damages arising out of such Bodily Injury or Property Damage.



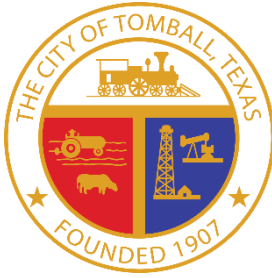


- In the event the limits of coverage for General Liability Coverage shown in the Contribution and Coverage Summary exceed the limits of liability required by the Contract Requiring Insurance, the coverage provided to a Designated Additional Insured shall be limited to the limits of liability required by that Contract Requiring Insurance. This endorsement shall not increase the limits of the coverage described in the Contribution and Coverage Summary.
- The coverage provided to the Designated Additional Insured by this endorsement is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the Designated Additional Insured for an Occurrence of Bodily Injury or Property Damage that is covered under this endorsement. Additionally, the coverage provided to the Designated Additional Insured by this endorsement is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the Designated Additional Insured when that person or organization is an Additional Insured under such other insurance. However, if the Contract Requiring Insurance specifically requires that this coverage apply on a primary basis, this coverage is primary and the TASB Risk Management Fund will not share any other insurance.
- Any coverage for the Designated Additional Insured shall be provided on if the Occurrence of Bodily Injury or Property Damage occurs:
  1. after the signing and execution of the Contract Requiring Insurance by the Fund Member;
  2. while the Contract Requiring Insurance is in effect;
  3. during the Participation Period; and
  4. during the effective dates of this endorsement.

C. As a condition of coverage provided to the Designated Additional Insured by this endorsement, the Designated Additional Insured must give the TASB Risk Management Fund written notice as soon as practicable of an Occurrence which may result in a claim. The Designated Additional Insured is subject to all claims handling and reporting requirements of the School Liability Coverage Agreement.

D. The following definition is added to the School Liability Coverage Agreement, Part A (General), section IV., as paragraph J:

J. Contract Requiring Insurance means that part of any written contract or agreement under which the Fund Member is required to include a person or organization as an Additional Insured under the General Liability Coverage of the School Liability Coverage Agreement.



# SPECIAL EVENT GUIDELINES & APPLICATION

## CITY OF TOMBALL, TEXAS

Effective Date:

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

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

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

# SPECIAL EVENT APPLICATION

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

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

Today's Date: Wednesday June 8, 2023

Event Date: Saturday September 30, 2023 Is this event co-sponsored by the City? Yes x No \*yes due to the fact that we apply for a grant from the city for this event.

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

Festival \_\_\_ Community Event X Arts & Crafts Event \_\_\_ Music Event \_\_\_ Other (specify) \_\_\_

---

1. Event title: Classic Car Day at The Tomball Museum  
Sponsoring entity: Tomball Museum
2. Is this organization based in Tomball: Yes X No \_\_\_
3. Is this organization *non-profit* X or *for-profit* \_\_\_ \*Attach 501 (c ) (3) tax exemption if applicable  
\*see point 10.
4. Contact:  
Museum Building Contact/President Contact: 281-255-2148/281-831-0738  
Event Coordinator Contact: Liz Peltier Phone: 832-928-1807
5. Museum Contact address: Tomball Museum Center, 510 N Pine St. Tomball TX 77375
6. Contact email:  
Museum President: Henry Reid: henryreid4466@gmail.com  
Event Coordinator: Elizabeth Peltier: elizabethpeltier13@yahoo.com
7. Event date: Saturday September 30, 2023
8. Event times: Start:10AM Finish: 2PM Set-up 8AM or prior day evening  
Breakdown immediately after event, 2:15PM
9. Is this event for charity? Yes x No x  
\*I selected "yes" and "no" due to the fact that the event itself is not raising funds or charging for admission that will go towards our non-profit aka the museum, however if individuals purchase a museum membership that day, then those proceeds will go to the museum therefor making it a charitable event.
10. If yes, what charity? Tomball Museum Center (if applicable) Tax ID  
\* I do not have direct access to this info but we do have a tax ID number and I can provide this at a later time.
11. If yes, what percentage of net proceeds will be donated to the charity? If this is considered a charity event due to the membership fees going to the nonprofit, aka our museum, then 100% will go directly to our museum.
12. On-site contact:  
Event Coordinator: Liz Peltier Mobile Phone: 832-928-1807  
Museum President: Henry Reid Mobil Phone: 281-831-0738
13. Estimated number of attendees: 200-300

14. Detailed site map in attached: Yes X (see attached PP created by committee member, red lines are where we are requesting possible barricades) No \_\_\_
15. Is this event open to the public: Yes X No \_\_\_
16. Admission fee: \$\_\_\_\_\_ Free X
17. Time at which event staff will begin to arrive: Set up for event will likely semi occur the night prior, however the completion to set up will start around 8:30-9AM on September 30th
18. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.  
Initial: HR  
The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.  
Initial: HR
19. Name of insurance carrier: Texas Worldwide Insurance Agency
20. Are Fireworks included in your event? X No \_\_\_\_\_ Yes (Must submit Fireworks Event Application)

I am formally submitting this application on behalf of the Tomball Museum in order to hopefully request some assistance from the city for our event. This event is our 2<sup>nd</sup> Annual Classic Car Social that showcases various antique time period specific vehicles that are specific to the time periods of several of our buildings on site. We hope that by having this car social we can showcase the museum and in turn draw a larger crowd out to our grounds. I am already in contact with Tomball First Baptist, and hope that they will allow us to use their parking lots for the 2<sup>nd</sup> year in a row for the antique vehicles and for event parking. That being said, my request for this event, if possible, is that we:

- may borrow a tent and tables and chairs from the city so that our attendees have somewhere to sit in a shaded area while they enjoy the food trucks we will have on site (I noted that we hope to have around 200 out for the event, but we in no way need this many chairs).
- may have the city allow us to block off the start of specific streets (see red detailing on map) so that foot traffic from the museum to the TFB parking lots flows more safely.
- may have the city allow us to have a couple of on-site police officers to monitor crowd activity.

Thank you for taking the time to consider our application. If you have any concerns or questions, please feel free to contact the event coordinator, Elizabeth Peltier.

Signature: Elizabeth Peltier and Henry Reid

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Approve request for Tomball Museum Center to receive assistance for the 2<sup>nd</sup> Annual Classic Car Social at the Tomball Museum Center on Saturday, September 30, 2023 from 10 a.m. – 2 p.m.

**Background:**

This event showcases various antique period specific vehicles that are parallel the time periods of several of their buildings on site. The event was created to promote the Museum Center and raise awareness about it.

They are requesting the following in-kind services:

- Streets blocked (as shown on map)
- Water and wooden barricades to block streets
  - (4) hard closures (1- moveable)
  - (2) soft closures
- Escort car parade from Tomball Walmart (3 officers, 2 officers stay throughout event)
- (10) tents and however many chairs the city can provide (trailer needs to be pulled and delivered by Public Works employees).

**Origination:** Tomball Museum Center

**Recommendation:**

N/A

**Party(ies) responsible for placing this item on agenda:** Chrislord Templonuevo,  
Marketing & Tourism Manager

**FUNDING (IF APPLICABLE)**






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

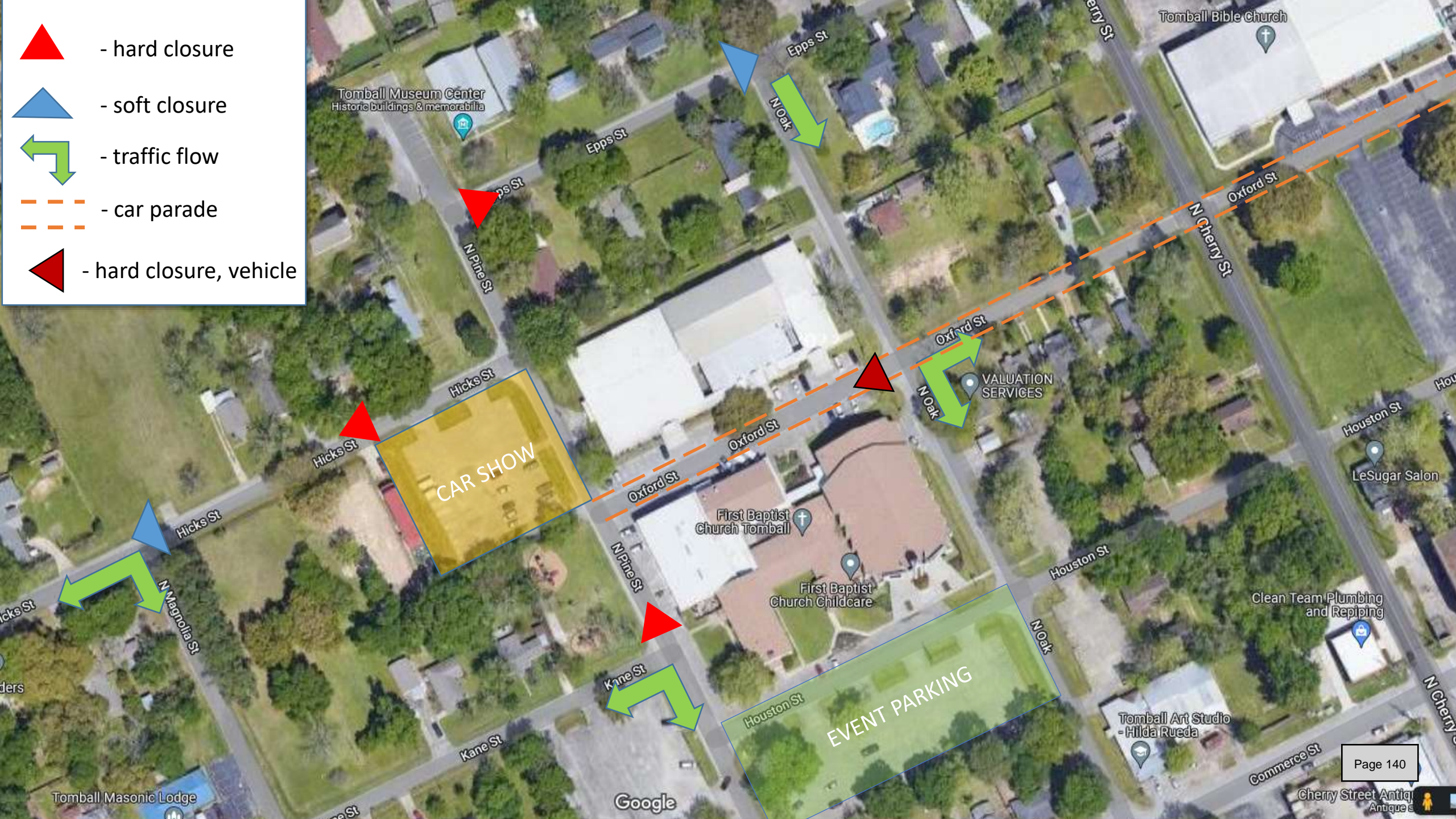
Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

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



-  - hard closure
-  - soft closure
-  - traffic flow
-  - car parade
-  - hard closure, vehicle





# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Authorize the City Manager to execute a letter to Harris County requesting to terminate the City of Tomball’s participation in Harris County’s Entitlement Program for Fiscal Years 2024-2026.

**Background:**

The City of Tomball has participated in Harris County’s Entitlement Program that allows cities within in the county to participate in its Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grants Program (ESG). By participating in the Harris County’s Entitlement Program the City of Tomball is ineligible to apply for grants under the State CDBG program while we are a part of the urban county, however we can apply for HOME and ESG as a cooperative city if the state permits.

Since joining the Entitlement Program the City has received no funding from Harris County and based on this information we consulted our Grant Administrator, Public Management, for guidance. It is their recommendation that we request to terminate our participation which will allow the City to submit grant applications for CDBG grants as non-entitlement every two years for water, sewer, and drainage for funding not-to-exceed \$500,000. Additionally, by not participating the City may apply for Downtown Revitalization grants for funding to be used for renovation or construction of sidewalks, lighting, drainage, and other infrastructure improvements that would benefit the downtown area.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends authorizing the City Manager to execute the termination letter to Harris County for removal from the Harris County Entitlement Program.

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

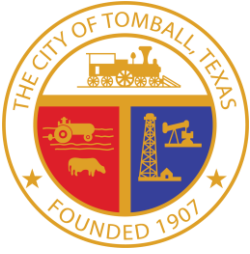
**FUNDING (IF APPLICABLE)**

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



# City of Tomball

*Lori Klein Quinn  
Mayor*

*David Esquivel, PE  
City Manager*

Harris County Community Services Department  
Attn: Jason Moreno  
8410 Lantern Point Drive  
Houston, Texas 77054

RE: Harris County Entitlement Program

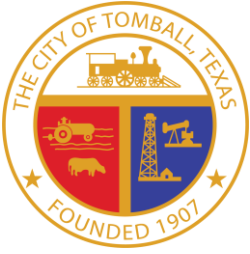
Dear Mr. Moreno,

Please accept this letter as the City of Tomball's formal request to terminate our Cooperative City Agreement and remove our participation from the Harris County Entitlement Program. The City appreciates the opportunity to have been involved in this program, but after careful consideration we would like the ability to explore and apply for grants on our own behalf.

If you have any additional questions, or need any further information please contact Meagan Mageo, Project Manager, at (281) 290-1411 or by email at [mmageo@tomballtx.gov](mailto:mmageo@tomballtx.gov).

Sincerely,

David Esquivel, PE  
City Manager  
Phone: (281) 290-1302  
Email: [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov)



# City of Tomball

*Lori Klein Quinn*  
*Mayor*

*David Esquivel, PE*  
*City Manager*

Houston HUD Field Office  
Attn: Jaspas Crutison III  
1331 Lamar Street, Suite 550  
Houston, Texas 77010

RE: Harris County Entitlement Program

Dear Mr. Crutison,

Please accept this letter as the City of Tomball's formal request to terminate our Cooperative City Agreement and remove our participation from the Harris County Entitlement Program. The City appreciates the opportunity to have been involved in this program, but after careful consideration we would like the ability to explore and apply for grants on our own behalf.

If you have any additional questions, or need any further information please contact Meagan Mageo, Project Manager, at (281) 290-1411 or by email at [mmageo@tomballtx.gov](mailto:mmageo@tomballtx.gov).

Sincerely,

David Esquivel, PE  
City Manager  
Phone: (281) 290-1302  
Email: [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov)

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Approve an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for Fiscal Year 2023, for a not-to-exceed amount of \$150,000 (RFP 2023-12), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.

**Background:**

The proposed agreement with Shane Griffin Power & Electrical Services, LLC is for the remainder of the fiscal year, beginning July 5 and expiring September 30, 2023, and has the option for three additional one-year renewals. Shane Griffin Power & Electrical Services, LLC was selected through the Request for Proposals process (RFP 2023-12). Four firms submitted sealed proposals, with Shane Griffin Power & Electrical Services, LLC being selected as offering the best value to the City based on the proposed scope of work. The selection and discussions were held in accordance with the City’s adopted Procurement Policy and Manual and state procurement law.

Shane Griffin Power & Electrical Services, LLC is an electrical contractor located in Magnolia, Texas. The company provides licensed electrical work including repair, replacement, upgrade, new construction, and alteration of existing electrical services. The proposed services agreement with Shane Griffin Power & Electrical Services, LLC includes a scope of work to perform electrical contractor services for the City on an as-needed basis, a full breakdown of the anticipated work is reflected in the table below (individual projects totaling \$50,000 or greater will be brought to Council for approval prior to work being conducted).

Jerry Matheson Park Electrical Improvements	\$85,000.00
Utilities Electrical Services	\$15,000.00
Miscellaneous Repairs to Facilities	\$50,000.00
Total Anticipated Remaining Expenditures for FY 22-23	\$150,000.00

\*Items not completed as of 7/3/2023

This item authorizes an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services to provided to the City on an as-needed basis for the remainder of the fiscal year.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services.



**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: #100-157-6206,  
#600-613-6207  
#600-614-6207  
#400-153-6409

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

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

# CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

## Description of Services: Electrical Contractor Services

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **CONTRACTOR** (the “Company”), with an office at **ADDRESS** City hereby engages the services of Company as an independent contract for meter reading services, upon the following terms and conditions.

### 1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

### 2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **July 5, 2023 through September 30, 2023, with three additional one-year renewal options**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

### 3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

### 4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

### 5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$150,000.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
  - i. injury or damage to any property or right
  - ii. injury, damage, or death to any person or entity
  - iii. attorneys' fees, witness fees, expert witness fees and expenses,
  - iv. any settlement amounts; and
  - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

**7.2. Indemnity**

**COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.**

**COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.**

**COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.**

**THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.**

**THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.**

**THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.**

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability poli

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

#### 9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

#### 10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

#### 11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

#### 12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

#### 13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

19351 East Lake Drive, Magnolia, Tx 77355



14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

AGREED to and ACCPETED this 21 day of June, 2023.

Shane Griffin Power & Electrical Services

Company

Signature

Print Name

Title

§

§



THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 21 day of June, 2023,  
by Shane Griffin, on behalf of said entity.

Melissa Griffin  
Notary Public, State of Texas

AGREED to and ACCPETED this \_\_\_ day of \_\_\_\_\_, 2023.

City of Tomball

\_\_\_\_\_  
David Esquivel, PE  
City Manager

**Attest:**

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary

## **RFP 2023-12 – ELECTRICAL CONTRACTOR SERVICES**

### **EXHIBIT A – SCOPE OF WORK**

#### **I. PURPOSE**

The intent of this document is to provide interested Contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Tomball to furnish all labor, materials, tools, equipment, and supervision for electrical services (“Electrical Services”) for various City buildings and locations on an as needed basis to assist the City of Tomball with renovations, remodels and maintenance of existing facilities. All work shall be provided in a professional manner in accordance with all applicable laws, regulations and policies, including, but not limited to, all Federal, State and Local safety rules and regulations. The scope of services is to include but not limited to new installation and removal of equipment, and repairs.

#### **II. SCOPE OF SERVICES**

Electrical work may include, but not necessarily be limited to, repair, replacement, upgrade, new construction and alteration of existing electrical services, complete electrical systems, and other associated accessories and components. Scope of work will be but not limited to the following:

- a. Troubleshoots, repairs, installs and replaces building and equipment electrical and electronic systems and components
- b. Performs preventive maintenance utilizing multimeters and other specialty equipment to safely test, measure and then correct any observed deficiencies
- c. Generates material list and acquires materials for efficient work
- d. Keeps accurate records of materials used and maintains daily time reports to efficiently complete work and document details of the functions performed
- e. Performs electrical maintenance work accordance with established safety procedures
- f. Install new and repair existing electrical circuits
- g. Install and repair electrical fixtures of all types
- h. Replace and install electrical lighting, outdoor and indoor
- i. Install and replace metal and plastic conduits and associated pull boxes
- j. Install, repair and replace high / low voltage conductors
- k. Change, repair or install pad mounted transformers
- l. Install, repair or replace site building and pole lighting
- m. Interior electrical short repair
- n. Replace defective disconnects
- o. Emergency Call out

#### **III. CITY HOURS AND OBSERVED HOLIDAYS**

- a. Works Hours
  - i. Regular Hours: Monday through Friday, 7:00 a.m. – 5:00 p.m.
    1. Normally scheduled day hours. Paid for by the hour. Hourly rate shall include all items of cost, overhead, and profit. Work time on the job only.
- b. Weekend Hours: Saturday and Sunday, any hour, day or night

- i. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.
- c. Holidays: any hour day or night per this listing:
  - i. New Year's Day (observed)
  - ii. MLK Day
  - iii. Memorial Day
  - iv. 4th of July
  - v. Labor Day
  - vi. Thanksgiving Day
  - vii. Day After Thanksgiving
  - viii. Christmas Eve (observed)
  - ix. Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Holiday hours are extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

- d. Overtime Hours:
  - i. Monday through Friday, after regular hours.
  - ii. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.
- e. Any Contractor desiring to respond to this RFP is required to do the following for Emergency Service:
  - i. The awarded Contractor must have a trained/qualified technician available 24 hours a day, 7 days a week, 365 days a year. Any responding technician must have the appropriate qualifications for the emergency and must report to the site with the necessary tools/equipment to effectively resolve the reported emergency issue within 30 minutes of the initial contact from City staff. (If the Contractor uses a third-party notification system, the responding technician is still responsible to be on site within the required 30 minutes.)

#### IV. SPECIFICATIONS

- a. Project Estimates
  - i. Contractor shall provide written "not to exceed" estimates on all projects except for emergencies. This estimate shall include the estimated number of hours, contract hourly rate, number and type of employees required, estimated material cost and project completion in number of days.
  - ii. Contractor shall respond to requests for estimates for nonemergency work within two (2) days and provide written estimates within five (5) days of first contact by the City. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
- b. Field Investigations
  - i. Review the existing materials, drawing reports, etc. prepared by City staff on the proposed project.

- ii. Review the proposed scope.
  - iii. Review the existing infrastructure in the facility.
  - iv. Locate, quote product and labor costs.
- c. Review material and Labor Options with City Staff
  - i. This phase will consist of review of quotes and materials options.
  - ii. This phase may also include detailed specifications and implementation schedule.
  - iii. Within 10 working days of the award of a project, the Contractor will submit to the City's project manager for approval, a work plan which includes the following.
  - iv. The Contractor's name and titles of personnel assigned to the project.
  - v. The project breakdown showing subprojects, cost and activities and tasks.
  - vi. The time-phased plan for completing the project.
- d. Non-emergency work shall only be performed with the City's written authorization by issuance of a Work Order from the Public Works Department. Actual work shall not exceed the Contractor's estimate without prior written authorization by the City.

V. WORK IN PROGRESS

- a. The Contractor will meet with selected representatives on a regular basis or as determined necessary by the Public Works Department Department staff/project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.
- b. Public Works Department project managers will meet as often as required with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance.
- c. The Contractor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
- d. All workmanship, materials, and equipment incorporated in the work must fully comply with Division 26 Electrical Technical – City of Tomball Specifications (Division 16 Pre-2004) "**Exhibit C.**"
- e. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- f. The Contractor shall obtain the permission of a Public Works representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that building. The City shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the City's facilities or grounds.
- g. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

VI. INVOICES

- a. Invoices will be required for verification of electrical materials.



- b. The Contractor's invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, and a complete description of work performed, location, and date.
- c. Accompanying their invoices, Contractors must also include copies of their manufacturer's/Contractor's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked.
- d. Contractor shall not subcontract any portion of the electrical work required under this contract. All work must be performed by the Contractor's work forces.
- e. Materials incorporated into the work will be paid by the cost of materials multiplied by the contract mark-up.

VII. PROJECT ESTIMATES

- a. The contract price includes all items of cost including overhead and profit for preparing estimates for projects.

VIII. Equipment Rental

- a. Equipment that must be rented to complete the job (i.e., scissor lift). Paid for by the cost of materials multiplied by the contract mark-up

IX. Employees

- a. All employees of the Contractor shall be in a company uniform that clearly identifies the name of the company and the name of the employee. The uniforms shall be clean and neat in appearance. All employees working at City facilities will be required to obtain and display a visitor's pass from the Public Works Department.
- b. Contractors shall complete background checks and maintain an active policy on drugs and alcohol in the work place that supports a drug free environment and be prepared to submit such policy upon City request.
- c. Contractor's shall complete background checks and shall perform criminal background checks on all Assigned Employees prior to the assigned employee be eligible to perform duties for the City.
- d. Contractors shall follow all the most current EEOC guideline regarding the process for performing criminal background checks.
- e. Accordingly, Contractors shall exclude any possible Assigned Employee from working for the City based on job-related functions of the position and consistent with the City's business necessity.
- f. If any person employed on a project by the Contractor shall appear to the City to be incompetent or act in a disorderly or improper manner, such person shall be removed immediately on the request of the City, and shall not be re-employed on the same project except on written consent of the City.
- g. All work shall be performed according to the standards of the electrical code as adopted by the State of Texas and to the complete satisfaction of the City. The City will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor shall be responsible for advising the City when a permit or inspection is needed and will apply for and pick up permit. The contractor shall schedule any needed inspections.

- h. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on City property shall fully conform to all local, state and federal safety regulations.

X. MINIMUM QUALIFICATIONS

- a. Commercial Experience:
  - i. The Contractor must have been in business at least 5 years.
- b. Company must have at least one Master Electrician Licensed in the State of Texas.
- c. Company must have at least four additional qualified electricians available to handle services at multiple City locations concurrently.
- d. Must provide list of number of employees and respective jobs titles and licenses.
- e. Licensed to do business in the State of Texas and provide a copy of Certification.

NOTE: The City of Tomball Staff selects brands/types of equipment/supplies.

**EXHIBIT B**  
**PROPOSAL SHEET**

Electrician Services Compensation Proposal

Description	Regular Time: Monday-Friday 8am - 5pm	Overtime	Weekend	Holidays (as determined by State & Federal Govt)
Master Electrician	\$130.00	\$195.00	\$195.00	\$260.00
Journeyman Electrician	\$100.00	\$150.00	\$150.00	\$200.00
Apprentince Electrician	\$50.00	\$75.00	\$75.00	\$100.00
Laborer	\$30.00	\$45.00	\$45.00	\$60.00

Percentage Mark-up for Materials and Equipment	20%
Minimum Service Charge	\$125.00

Company Name: Shane Griffin Power & Electrical Services, LLC  
 Address: 19638 East Lake Drive, Magnolia, TX 77355  
 Telephone Number: 713-396-6960  
 Name & Title: Shane Griffin , Owner  
 Date: 11/1/2022

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Approve a purchase from Equipment Controls Company, Inc. for Sensus transmitters for gas meters, as an exclusive authorized distributor of Sensus products, for a not-to-exceed amount of \$83,844.25, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.

**Background:**

Equipment Controls Company, Inc. is an exclusive authorized distributor of Sensus products for the State of Texas and has been providing Sensus transmitters for gas meters to the City as part of our on-going meter replacement program. This item authorizes the purchase of 425 transmitters for our large meters, identified in the table below, to complete the replacement of the remaining large gas meters within the City.

Meter Size	Quantity	Total
300GM	200	\$22,680.00
500GM	137	\$36,991.37
600GM	87	\$23,490.87
800GM	1	\$282.01

\*A freight charge of \$400 is included in the total price of the purchase

Based on the City’s adopted Procurement Policy for purchases in excess of \$50,000, staff is requesting approval of the purchase of Sensus transmitters for gas meters from the sole source provider, Equipment Controls, Inc. for a not-to-exceed amount of \$83,844.25.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends the purchase of Sensus transmitters for gas meters from Equipment Controls, Inc. for a not-to-exceed amount of \$83,844.25.

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

Drew Huffman, Public Works  
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: #600-615-6106 \_\_\_\_\_

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

Signed Drew Huffman  
Staff Member \_\_\_\_\_  
Date \_\_\_\_\_

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



**EQUIPMENT CONTROLS COMPANY, INC.**  
**P.O. BOX 728**  
**NORCROSS GA 30091**

**Quotation**

QUOTE DATE	QUOTE NUMBER
06/13/23	S2317626
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN P.O. BOX 728 NORCROSS GA 30091	PAGE NO.  1

QUOTE TO:  
 CITY OF TOMBALL  
 401 MARKET STREET  
 ATTN: ACCOUNTS PAYABLE  
 TOMBALL, TX 77375

SHIP TO:  
 CITY OF TOMBALL  
 501 JAMES STREET  
 TOMBALL, TX 77375

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
15382	SMARTPOINTS	DEWAYNE		
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Mike McGinnis	BID	NET 30 DAYS	05/30/24	No
ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
		***** Shipping Instructions *****		
		* **REQUEST LIFTGATE FOR TRUCK	*	
		* SHIPMENTS**	*	
		*****		
137ea	26407	5399355550000M SENSUS 500GM SMARTPOINT, TOP MOUNT	270.010	36991.37
87ea	26464	5399355560000M ELSTER 600GM SMARTPOINT, TOP MOUNT	270.010	23490.87
1ea	26572	5399355580000M ITRON 800GM SMARTPOINT TOP MOUNT	282.010	282.01
200ea	31589	5399255532100M ELSTER 300GM SMARTPOINT	113.400	22680.00
1EA	2757	^ESTIMATED FREIGHT	400.000	400.00
TAXES NOT INCLUDED				
			<b>Subtotal</b>	<b>83844.25</b>
			<b>S&amp;H CHGS</b>	<b>0.00</b>
			<b>Amount Due</b>	<b>83844.25</b>

**This is a Quotation.**

Price are firm for 30 days, subject to change without notice after 30 days.  
 Applicable taxes extra.

600-615-6106

*W.W. SA*



**Brad M. Frantzen**  
Director of Sales

11070 Century Lane  
Overland Park, KS 66210

T: 913-219-0157  
F: 913-469-5362  
[brad.frantzen@sensus.com](mailto:brad.frantzen@sensus.com)  
[www.sensus.com](http://www.sensus.com)



January 13, 2017

To Whom It May Concern:

Sensus, USA is pleased to announce that Equipment Controls Co. is the exclusive Authorized Distributor of Sensus products for the state of Texas. Please contact Equipment Controls for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your utility with quality gas measurement equipment and support in the near future. Please feel free to contact me at [brad.frantzen@sensus.com](mailto:brad.frantzen@sensus.com) regarding this or any other matter.

Sincerely,

*Brad Frantzen*

**Brad Frantzen**

Director, Sales Gas | [Sensus](#)

T: 913.219.0157 | [brad.frantzen@sensus.com](mailto:brad.frantzen@sensus.com)

11070 Century Lane | Overland Park, KS 66210

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [3D Tour](#)



**PLEASE NOTE: My email address will change on February 1, 2017 to [brad.frantzen@xylem.com](mailto:brad.frantzen@xylem.com)**

# City Council Meeting Agenda Item Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Discuss and provide direction for Short-Term Rental Monitoring, Identification, and Compliance Services.

**Background:**

Currently, Hotel Occupancy Tax is being collected from hotel/motels and bed and breakfast facilities. As it's currently written, Ordinance No. 2006-16 allows the City to collect 7% Hotel Occupancy Tax from short-term rental properties.

Currently, the City contracts with Avenu for hotel occupancy tax collections. This contract would expand their service to include short-term rentals, including monitoring, identification, and compliance services. The setup fee is \$5,000 and the annual fee is \$255 per property or \$15,000, whichever is greater.

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Katherine Tapscott, CPA 6/27/2023 Approved by \_\_\_\_\_  
Finance Director Date City Manager Date

## Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of May 27, 2023 (“Effective Date”) by and between **City of Tomball**, a municipal corporation of the State of TX (“CLIENT”) and **Avenu Insights & Analytics, LLC**, a Delaware limited liability company, (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

### B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule incorporated and included herein.

### C. General Provisions

1. **Term of the Agreement:** The term of this Agreement shall be for a period of one (1) year following the Effective Date (the “Term”). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other

remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CLIENT:**

**City of Tomball**

Attn: Katherine Tapscott  
501 James Street  
Tomball, TX 77375  
Phone:  
Email:

**If to CONSULTANT:**

**Avenu Insights & Analytics, LLC**

Attn: Contracts Department  
5860 Trinity Parkway., Suite 120  
Centreville, VA 20120  
Email: [contracts@avenuinsights.com](mailto:contracts@avenuinsights.com)

6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

**Brandi Sanner**, Client Services Manager  
5860 Trinity Parkway, Suite 120, Centreville, VA 20120  
Phone: 985-335-7570 Email: [brandi.sanner@avenuinsights.com](mailto:brandi.sanner@avenuinsights.com)

7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.



8. Limitation of Liability: **IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.**
9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.

13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.
17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and

conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws.
22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
23. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**“CLIENT”**

**City of Tomball**

a Municipal Corporation

**“CONSULTANT”**

**Avenu Insights & Analytics, LLC**

a Delaware limited liability company

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

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

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

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

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

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

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

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

## EXHIBIT A – STATEMENT OF WORK

This Statement of Work is incorporated in the Consulting Services Agreement (“Agreement”) by and between AVENU INSIGHTS & ANALYTICS, LLC (“CONSULTANT”) and CITY OF TOMBALL, TX (“CLIENT”).

### A.1 SHORT-TERM RENTAL MONITORING, IDENTIFICATION, AND COMPLIANCE SERVICES

#### Objectives and Methods

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CONSULTANT’s Short Term Rental Monitoring, Identification, and Compliance Services are designed to assist CLIENT in enhancing its short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for CLIENT. Using its Short-Term Rental Compliance Software, CONSULTANT will be responsible for providing the following modules and components as part of this agreement:

#### Targeted Web Monitoring

- Data collection and archiving from up to eighty (80) different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking, Vacasa, Evolve, Corporate Housing, Craigslist
- Data collection from at least two (2) unique local popular sites based on search engine ranking
- Data collection is run at least four (4) times per week; staggered over day, night, weekday, and weekday
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- De-duplication assistance with STR listings and photos up to ten (10) listings at a time on one screen
- Archive and estimate gross revenue via review or calendar bookings for a thirty-six (36) month retrospective view
- Identify STR calendar booked periods less than thirty-one (31) nights in a row
- Generate statistics on room type, occupancy rate, dynamic heat maps, nightly rates, and other metadata in a dashboard report
- Capture of time stamped STR listings data in HTML, PNG, JPG, or PDF, reviews in JSON format
- Capture of calendar data in database format, and exportable to CSV
- Detect names of the operator(s) in the reviews and count their occurrences
- Automated STR Licensee cross-checking via geo-locating and metadata match

#### Web Portal

- 24/7 accessible web-portal with keyword-search by username, address, business name, listing ID, license number
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Schedule downloads and delivery by email of STR reports
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Display of radius and distance to nearest STR (100-1000 feet radius) on Map
- Report statistics by neighborhood, HOA, or council ward
- Reporting on sixty-seven (67) different data points
- Reporting on calendar occupancy for a three (3) month period in table format including weekend bookings
- Generate Dynamic ad-hoc reports with up to twenty-six (26) data columns and up to twenty (20) different filters



- Dynamic Highlighting of keywords within reviews
- Generate seven (7) different reporting templates with six (6) different filters
- Enter notes and compliance activity on forty (40) dissimilar categories of compliance
- Customer Support and Language in English or Spanish
- Generate a mailout of non-compliant STR operators within the interface
- Programmable REST-based API communicating via JSON objects
- Comparison View to compare up to ten (10) STR listings with thumbnail photos at the same time
- Image Scene classification tags on photos (living room, kitchen, bathroom, swimming pool)
- Similar Images matching engine and Clustering STR listings by similar images engine around a street address up to five hundred (500) listings.

### **Identification Services**

- Validate STR listing data with at least two (2) different data points to public records; one for the operator, and one for the property
- Supporting evidence data points are provided up-front and ready for download for the customer without the customer requesting it
- Correctly Identify single-family-dwelling STR listings with full name and exact street address at least ninety-five percent (95%) of the time, and at least ninety-five percent (95%) of the single-family-dwelling STR inventory
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time and at least seventy-five (75%) of the multi-family-dwelling STR inventory

### **Complaint Hotline**

- 24/7 hotline, fielding all tips, complaints, and violations from residents, in regard to disruptions at a short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property. The CONSULTANT staff will receive these violation calls and be the first line of defense to quickly resolve the complaint and will escalate to other agencies when warranted.

### **Tax Administration Services**

- Short-Term Rental registration services
- Advanced filing portal
- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Permitting/Licensing
- Short-Term Rental delinquency outreach

### **CONSULTANT Deliverables**

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- CONSULTANT will provide CLIENT with login access to the Short-Term Rental Compliance System that allows CLIENT the ability to view and review Short-Term Rental activities for properties within CLIENT's geographical location.
- Perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
- Provide the initial online seminar style education and training on the System. Education and training may include on-site sessions for CLIENT employees who will work with the System. The education and training will be adapted to the reasonable needs of the CLIENT employees to ensure each

employee is fully prepared to use the System. CLIENT may request that CONSULTANT provide on-site additional training. If CONSULTANT and CLIENT agree on the scope of the additional training services requested, then CONSULTANT shall provide the additional training on a Time and Materials basis. Depending on the personnel assigned to perform the training, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

## **CLIENT Assistance**

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CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide CONSULTANT with

- the most recent registration to collect the tax and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations.
- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide CLIENT shape file (boundary file)
- If applicable, provide the most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform CONSULTANT of any circumstances concerning current existing payees.
- Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions, and providing timely approvals.
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the CLIENT to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- Provide notification of payment receipt from non-compliant entities identified within two (2) business days of receipt.

## **EXHIBIT B - COMPENSATION SCHEDULE**

This Compensation Schedule is incorporated in the Consulting Services Agreement (“Agreement”) by and between AVENU INSIGHTS & ANALYTICS, LLC (“CONSULTANT”) and CITY OF TOMBALL, TX (“CLIENT”).

### **B.1 SHORT-TERM RENTAL MONITORING, IDENTIFICATION, AND COMPLIANCE SERVICES**

The Short-Term Rental Monitoring, Identification, and Compliance Services shall be provided for a one-time Short-Term Rental setup fee of \$5000 (Five Thousand Dollars) and an annual fixed fee of \$255 Dollars (Two Hundred Fifty-Five Dollars) per property per year or an annual Administration fee of \$15,000 Dollars (Fifteen Thousand Dollars), whichever is greater. Fees are invoiced and due at the beginning of each contract year based on the total number of known, registered and active listing properties.

#### **PRICE ADJUSTMENT**

The annual fixed fees associated with the Short-Term Rental Monitoring, Identification, and Compliance Services are adjusted annually at the beginning of each Term Year of the Agreement by five percent (5%).

#### **ADDITIONAL CONSULTING**

CLIENT may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CLIENT agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from Seventy-Five Dollars (\$75) per hour to Two Hundred Dollars (\$200) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

The following are sample hourly rates based on the job classification:

- Principal: \$200 per hour
- Client Services: \$175 per hour
- Information Technology (IT) support: \$160 per hour
- Operational Support:
  - Director or Manager: \$175 per hour
  - Senior Analyst: \$125 per hour
  - Analyst: \$100 per hour
  - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

#### **TRAVEL AND OUT-OF-POCKET**

CLIENT shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

**ATTACHMENT A**  
**Distribution Confirmation**

DATE

CLIENT Name  
CLIENT Address  
CLIENT City, State, Zip

Dear CLIENT Contact Name,

Funds will be distributed in the following accounts pursuant to this Agreement:

<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>	<b>Tax Type</b>

If at any time there are any discrepancies between the schedule set out above and the CLIENT's records, please notify us in writing immediately.

**IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

Avenu Insights & Analytics, LLC  
600 Beacon Parkway West, Suite 900  
Birmingham, AL 35209  
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager  
Avenu Insights & Analytics, LLC  
Phone: 213-246-2445, Fax: 205-423-4097  
E-mail: [connie.taylor@avenuinsights.com](mailto:connie.taylor@avenuinsights.com)

I have reviewed the above distribution and verify that it is correct.

**CLIENT NAME**

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

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

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

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within the Winfrey Estates Public Improvement District in the City of Tomball, Public Improvement District Number Twelve (PID 12), established by City Council Resolution No. 2022-10. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.

**Background:**

Pursuant to Chapter 372 of the Local Government Code, a single public hearing will be conducted on the proposed Levy of Assessment pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within Winfrey Estates, located within Public Improvement District Number Twelve (PID 12). The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement, including the required private improvements approved by City Council on April 18, 2022.

<b>PID Eligible Required Improvements</b>	<b>Non-PID Eligible Required Improvements</b>
Paving	Paving (above the eligible reimbursement)
Water Distribution	Water (above the eligible reimbursement)
Sanitary Sewer	Sanitary Sewer (above the eligible reimbursement)
Storm Sewer	Storm Sewer (above the eligible reimbursement)
Gas Line	Gas Line (above the eligible reimbursement)
Earthwork	Earthwork (above the eligible reimbursement)
Monument Sign, Landscape & Design	Amenity Center & Amenities
Soft Cost (includes studies, review fees & permits)	Soft Cost (above the eligible reimbursement)

Notice of the Public Hearing was provided to the property owners, as required, and proper publication was made in the official newspaper and the City's website.

The first reading of the Ordinance will follow the public hearing; the second reading of the ordinance will be presented to Council at the regular Council meeting on July 17, 2022.



**Origination:** Project Management

**Recommendation:**

Conduct Public Hearing

**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

# NOTICE OF PUBLIC HEARING CITY OF TOMBALL, TEXAS

**MONDAY, JULY 3, 2023**



**6:00 P.M.**

**NOTICE IS HEREBY GIVEN THAT** a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on July 3, 2023 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Winfrey Estates Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

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

**The estimated cost** to design, acquire and construct the Authorized Improvements together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$18,895,633 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

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

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

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

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the \_\_\_ day of June 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Tracylynn Garcia  
Tracylynn Garcia  
City Secretary, TRMC, MMC

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Adopt, on First Reading, Ordinance Number 2023-20, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Winfrey Estates Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.

**Background:**

The property within the Winfrey Estates Public Improvement District Twelve (PID 12), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for the Improvement Area. Following the Public Hearing, it is necessary to levy assessments on the property within PID 12, as set forth in the Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2023-20 approves the Service and Assessment Plan and Assessment Roll for Winfrey Estates Public Improvement District Number Twelve.

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance Number 2023-20, levying an assessment against properties located within Public Improvement District Number Twelve (PID 12), Winfrey Estates, on First Reading.

**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. 2023-20**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS FOR THE WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT (THE “DISTRICT”); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE**

\* \* \* \* \*

**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 Winfrey Estates Public Improvement District (the “District”); and

**WHEREAS**, on January 3, 2022, the City Council accepted the Petition and called a public hearing for February 7, 2022 on the 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 January 12, 2022; and,

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

**WHEREAS**, on February 7, 2022 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto; and Ordinance No. 2022-36

**WHEREAS**, the City Council approved the creation of the PID by Resolution approved on April 18, 2022 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

**WHEREAS**, the District is being developed in a single phase and assessments are anticipated to be levied on all property within the PID; 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 for Authorized

Improvements within the District (the “Service and Assessment Plan”) and an assessment roll for of the District (the “Assessment Roll”) that states the assessment against each parcel of land within the District (the “Assessments”); and

**WHEREAS**, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within 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 in a 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 6:00 p.m. on the 3rd day of July, 2023, 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 developer of property within the District as described in the Service and Assessment Plan for the District has substantially completed the Authorized Improvements within the District; and

**WHEREAS**, the City wishes to levy assessments on the property within the District for the Authorized Improvements as set forth in the Service and Assessment Plan; and

**WHEREAS**, the City Council finds and determines that the Service and Assessment Plan and Assessment Roll attached thereto should be approved and that the Assessments should be levied on property within the District as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

**WHEREAS**, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements, the Assessment Roll or the levy of Assessments; and

**WHEREAS**, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

**Section 1. Findings.** The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Terms not otherwise defined in Sections 2 through 6 herein shall have the definitions as set forth in the Indenture (defined herein).

**Section 2. Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Master Indenture or in the First Supplemental Indenture.

**Section 3. Approval of Issuance of Improvement Area #2 Bonds and Master Indenture of Trust.** The issuance of Improvement Area #2 Bonds for the purpose of providing funds for (i) paying a portion of the Improvement Area #2 Costs, (ii) paying capitalized interest on the Bonds, (iii) funding the Bond Reserve Account of the Reserve Fund, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of each series of Improvement Area #2 Bonds, are hereby authorized and approved.

(a) The Improvement Area #2 Bonds shall be issued and secured under that certain Master Indenture of Trust dated September 15, 2022 by and between the City and the Wilmington Trust, N.A. as trustee (the “Master Indenture”), and pursuant to supplemental indentures for each series as authorized by the Master Indenture. Such Master Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Master Indenture. The Mayor of the City is hereby authorized and directed to execute the Master Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

(b) The Improvement Area #2 Bonds issued pursuant to the Master Indenture shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in a supplemental indenture. The Improvement Area #2 Bonds shall be in substantially the form set forth in the Master Indenture and in a supplemental indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Improvement Area #2 Bonds. The Improvement Area #2 Bonds shall be payable from and secured solely by the Assessments levied on the Assessed Property for the Improvement Area #2 Costs, as set forth in the Service and Assessment Plan and other assets of the “Trust Estate” (as defined in the Indentures) pledged to such an Improvement Area #2 Bonds, and shall never be payable from ad valorem taxes.



Section 4. Approval of First Supplemental Indenture and Series 2022 Bonds. The City of Tomball, Texas Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2 Project)(the “Series 2022 Bonds”) shall be issued and secured under the Master Indenture and under that certain first supplemental indenture of trust dated September 15, 2022 by and between the City and Wilmington Trust, N.A., as trustee (the “First Supplemental Indenture” and together with the Master Indenture, the “Indentures”). The First Supplemental Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the First Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the First Supplemental Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

Section 5. Sale of Bonds. Improvement Area #2 Bonds shall be sold pursuant to the provisions of the Master Indenture and supplemental indentures. The Series 2022 Bonds shall be sold as set forth in the First Supplemental Indenture.

Section 6. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2022 Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #2 Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

**Section 7. Continuing Disclosure Agreement.** The City shall provide continuing disclosure for the Series 2022 Bonds as set forth in the First Supplemental Indenture. Continuing disclosure agreements for additional series of Improvement Area #2 Bonds issued pursuant to the Master Indenture shall be approved in a Supplemental Indenture. In connection with its continuing disclosure obligations for the Series 2022 Bonds, the City hereby approves that certain Master Agreement for Dissemination Agent Services (the “Master Agreement”) by and between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as presented at the meeting. The City Manager or the Mayor are hereby authorized to execute such Master Agreement.

**Section 8. Additional Actions.** The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds by the Attorney General of the State, the Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance, including any required consents relating to land transfers. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

**Section 9. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

[Signature Page Follows]

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 3<sup>RD</sup> DAY OF JULY 2023.

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

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

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 7<sup>TH</sup> DAY OF AUGUST 2023.

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

\_\_\_\_\_  
Lori Klein-Quinn, Mayor

ATTEST:

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

# Winfrey Estates Public Improvement District

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SERVICE AND ASSESSMENT PLAN

JULY 3, 2023



AUSTIN. TX | NORTH RICHLAND HILLS. TX | HOUSTON. TX

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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” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On April 18, 2022, the City passed and approved Resolution No. 2022-10 authorizing the establishment of the District in accordance with the PID Act, as amended, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 34.4945 acres located within the City, as described by the legal description on **Exhibit I** and depicted on **Exhibit A**.

The PID Act requires a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property 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 determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Roll is included as **Exhibit F-1**.



## SECTION I: DEFINITIONS

**“Actual Costs”** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner[s], (either directly or through affiliates), including : (1) the costs for the design, planning, financing, 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) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Owner[s].

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

**“Additional Interest Rate”** means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Reimbursement Obligation.

**“Administrator”** means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) third-party administrative costs relating to paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their

respective legal counsel. 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 an 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 related to the PID Bonds, if applicable.

**“Annual Service Plan Update”** means an update to this 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.

**“Assessment”** means an assessment levied against Assessed Property, 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 Assessed Property or reduction according to the provisions herein and in the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

**“Assessment Roll”** means any assessment roll for the Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in any Annual Service Plan Updates.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, and 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 governing body of the City.

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

**“Delinquent Collection Costs”** mean costs related to the foreclosure 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 actually paid, but excluding amounts representing interest and penalty interest.

**“District”** means the Winfrey Estates Public Improvement District containing approximately 34.4945 acres located within the City as shown on **Exhibit A** and more specifically described on **Exhibit I**.

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

**“Engineer’s Report”** means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

**“Estimated Buildout Value”** means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner 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, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

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

**“Initial Parcel”** means all of the Assessed Property within the District against which the entire Assessment is initially levied, as shown on the Assessment Roll.

**“Lot”** means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be

further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner, and confirmed by the City Council.

**“Lot Type 1”** means a Lot within the District marketed to homebuilders as a residential townhome Lot with an Estimated Buildout Value of \$475,000 as of the date of adoption of this Service and Assessment Plan. The buyer disclosure for Lot Type 1 is included in **Appendix B**.

**“Maximum Assessment”** means, for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

**“Non-Assessed Property”** means Parcels within the boundaries of the District that are not assessed.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council and are not assessed.

**“Notice of Assessment Termination”** means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit H**.

**“Owner”** means CHTA Development Inc, a Texas corporation, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

**“Parcel” or “Parcels”** means a specific property within the District identified by either a tax parcel identification number assigned by the Harris County Appraisal District for real property tax purposes, by legal 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 any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

**“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 installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

**“Prepayment Costs”** means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

**“Private Improvements”** means improvements required to be constructed by the Owner that are not Public Improvements, as shown on **Exhibit B** and depicted on **Exhibit G-2**.

**“Public Improvements”** means those Authorized Improvements, including District Formation Expenses, specifically described in **Section III.A** and depicted on **Exhibit G-1**.

**“Reimbursement Agreement”** means that certain “Winfrey Estates Public Improvement District Reimbursement Agreement” effective October 17, 2022 entered into by and between the City and Owner, whereby all or a portion of the Actual Costs not paid to the Owner from the proceeds of PID Bonds will be paid to the Owner from Assessments to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Assessments.

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

**“Service and Assessment Plan”** means this Winfrey Estates Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

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

**“Trustee”** means the trustee or successor trustee under an Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 34.4945 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit I** and depicted on **Exhibit A**. Development of the District is anticipated to include approximately 113 Lots developed with single family homes.

## SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract. The budget for the Authorized Improvements is shown on **Exhibit B**.

### A. Public Improvements

#### ▪ *Paving*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These paving improvements will provide street access to each Lot within the District.

#### ▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to each Lot within the District.

#### ▪ *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide wastewater service to each Lot within the District.

#### ▪ *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and



boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for each Lot within the District.

- *Earthwork*

Costs related to removal of trees, stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material, and disposal of material at an off-site location.

- *Gas Line*

Costs related to basin and spoils excavation, construction of swales, cut abandoned oil well and plug and turf establishment.

- *Soft Costs*

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

## **B. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Delinquency and Prepayment Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds (including a fee for underwriter's counsel).

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

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

- *Deposit to Administrative Fund*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

#### 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 is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and 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 disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

**Exhibit D** summarizes the sources and uses of funds required to construct the Public Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated at the time the PID Bonds are issued/in an Annual Service Plan Update to show the amount required to fund the required reserves and to issue the PID Bonds.

#### 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 City Council 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.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized 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 Owner and all future owners of the Assessed Property.

### **A. Assessment Methodology**

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Improvements shall be allocated entirely to the Initial Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

### **B. Assessments**

Assessments will be levied on the Assessed Property according to the Assessment Roll, attached hereto as **Exhibit F-1**. The projected Annual Installments are shown on **Exhibit F-2**, and are subject to revisions made during any Annual Service Plan Update. Upon division or subdivision of the Initial Parcel, the Assessments will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1 exceed the corresponding Maximum Assessment for the Lot classification.

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

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

- The cost of the Authorized Improvements equals \$7,637,980 as shown on **Exhibit B**; and
- The Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Cost of the Authorized Improvements; and
- The Initial Parcel shall be allocated 100% of the Assessments levied for the Authorized Improvements which equal \$6,261,000, as shown on the Assessment Roll attached hereto as **Exhibit F-1**; and
- The special benefit (\$7,637,980) received by the Initial Parcel from the Authorized Improvements, is equal to or greater than the amount of the Assessment (\$6,261,000) levied on the Initial Parcel for the Authorized Improvements; and
- At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Initial Parcel. The Owner acknowledged that the Authorized

Improvements confer a special benefit on the Initial Parcel and consented to the imposition of the Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance, (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Assessment on the Initial Parcel.

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

The Annual Collection Costs shall be paid annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as the Annual Installments in the amounts shown on the Assessment Roll, which may be revised in Annual Service Plan Updates based on Actual Costs incurred.

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

The interest rate on the Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, upon the issuance of PID Bonds, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 5.84% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.80% as of June 20, 2023. The rate set by this Service and Assessment Plan of 5.84% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

## **SECTION VI: TERMS OF THE ASSESSMENTS**

Any reallocation of Assessments as described in **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

**A. Reallocation of Assessments**

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

Upon the division of any Assessed Property (without the recording of a 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 for the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Value for Lot Type 1 is shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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 the Annual Service Plan Update immediately following such reallocation.

*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 Lots based on Estimated Buildout Value 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 same Lot Type

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

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner 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 calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council in an Annual Service Plan Update, based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1 is shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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 the Annual Service Plan Update immediately following such reallocation.

### 3. *Upon Consolidation*

If two or more Lots or Parcels are consolidated into a single Parcel or Lot, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation.

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

## **B. 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-Benefitted



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.

### **C. 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 Owner to pay such Assessments.

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

If, as a result of cost savings or a PID Project not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the Assessments and the Reimbursement Obligation shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equal 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 Actual Costs of Authorized Improvements to be used to redeem outstanding PID Bonds, in accordance with the applicable Indenture.

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

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.

For purposes of the payment of Annual Installments, the Reimbursement Obligation is and will remain subordinated to (i) the PID Bonds and (ii) any additional PID Bonds secured by a parity lien on the Assessments issued to refinance all or a portion of the Reimbursement Obligation. Prepayments shall be allocated pro rata to any outstanding PID Bonds and any outstanding Reimbursement Obligation.

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

**Exhibit F-2** shows the projected 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.

Prior to the recording of a final subdivision plat, 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 shall be due when billed and shall be delinquent if not paid prior to February 1, 2024.

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.

#### **G. 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 the Assessment that remains due on the Remaining Property in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or in the PID Act.

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 in a manner that results in imposing equal shares of the Actual Costs of the applicable Authorized Improvements on property similarly benefitted.

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

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

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

## **SECTION VII: ASSESSMENT ROLL**

The Assessment Roll is attached as **Exhibit F-1**. 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. The Initial Parcel shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Administrative Review**

If the owner of a Parcel claims that error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Updates, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and

accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### **B. 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; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

### **C. 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 of the Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

### **D. Form of Buyer Disclosure; Filing in Real Property Records**

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 **Appendix B**.

Within seven days of approval by the City Council, the City Secretary shall file and record in the official public records of the County the executed Assessment Ordinance and this Service and Assessment Plan. In addition, the City Secretary shall similarly file each Annual Service Plan

Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

**E. 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:

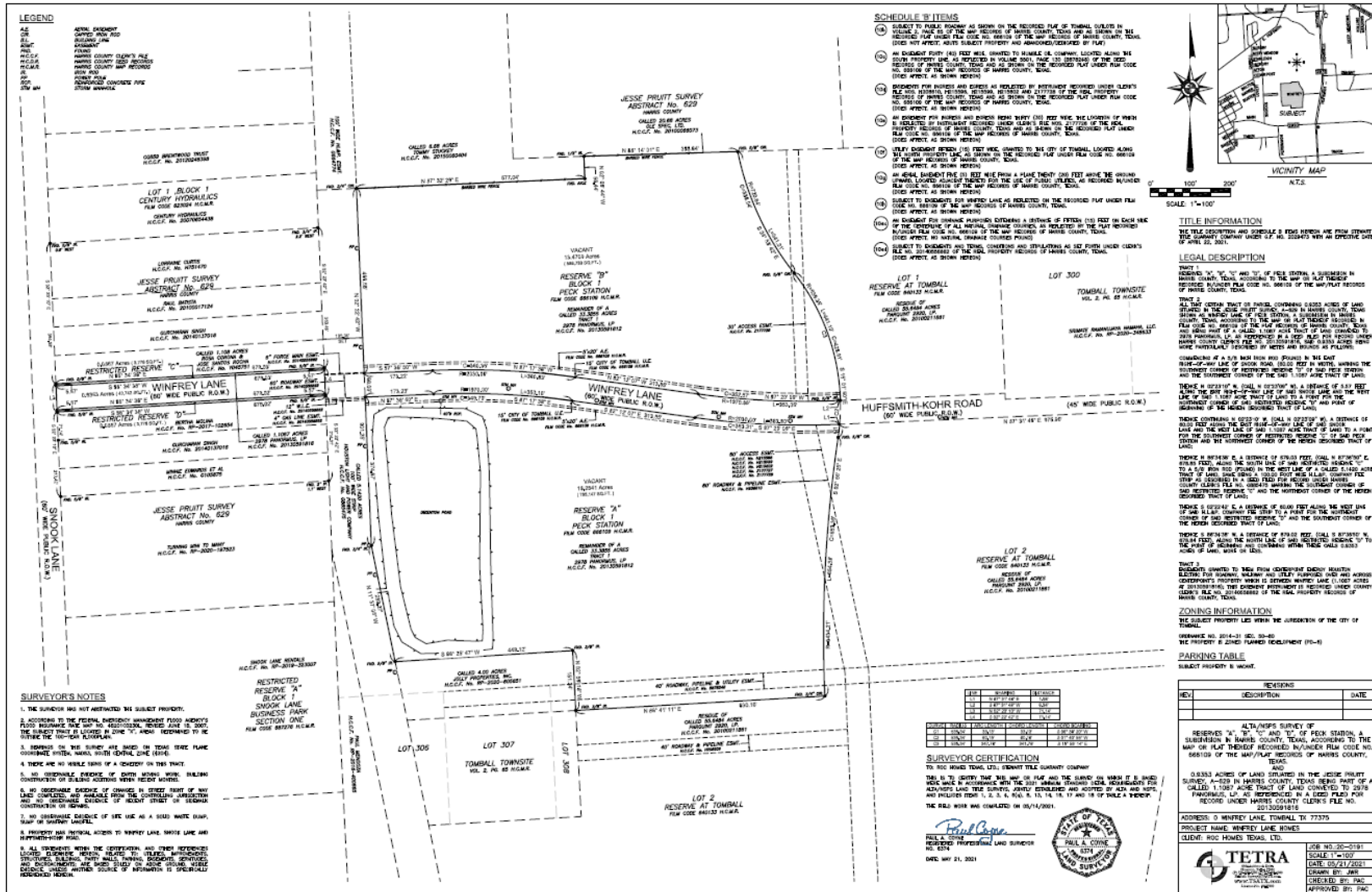
- Exhibit A** Map of the District
- Exhibit B** Authorized Improvements
- Exhibit C** Service Plan
- Exhibit D** Sources and Uses of Funds
- Exhibit E** Maximum Assessment and Tax Rate Equivalent
- Exhibit F-1** Assessment Roll
- Exhibit F-2** Annual Installments
- Exhibit G-1** Maps of Public Improvements
- Exhibit G-2** Maps of Private Improvements
- Exhibit H** Form of Notice of Assessment Termination
- Exhibit I** Legal Description

## LIST OF APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

- Appendix A** District Engineer's Report
- Appendix B** Buyer Disclosures

# EXHIBIT A – MAP OF THE DISTRICT



WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT  
SERVICE AND ASSESSMENT PLAN

## EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Total Costs <sup>[a]</sup>	Private Improvements	Authorized Improvements	
			%	Cost
<i>Public Improvements</i>				
Paving	\$ 1,486,774	\$ -	100.00%	\$ 1,486,774
Water	682,903	-	100.00%	682,903
Sanitary Sewer	793,743	-	100.00%	793,743
Storm Sewer	1,187,541	-	100.00%	1,187,541
Earthwork <sup>[b]</sup>	130,926	-	100.00%	130,926
Gas Line	318,549	-	100.00%	318,549
Monument Sign, Landscaping & Design	300,000	-	100.00%	300,000
Soft Costs <sup>[c]</sup>	1,645,546	-	100.00%	1,645,546
	\$ 6,545,983	\$ -		\$ 6,545,983
<i>Private Improvements <sup>[d]</sup></i>				
Paving	\$ 713,110	\$ 713,110	0.00%	\$ -
Water	246,812	246,812	0.00%	-
Sanitary Sewer	381,854	381,854	0.00%	-
Storm Sewer	29,606	29,606	0.00%	-
Earthwork	456,178	456,178	0.00%	-
Gas Line	132,104	132,104	0.00%	-
Monument Sign, Landscaping & Design	-	-	0.00%	-
Amenity Center & Amenities <sup>[e]</sup>	650,000	650,000	0.00%	-
Soft Costs	383,029	383,029	0.00%	-
	\$ 2,992,693	\$ 2,992,693		\$ -
<i>Bond Issuance Costs <sup>[f]</sup></i>				
Debt Service Reserve Fund	\$ 461,551	\$ -		\$ 461,551
Underwriter Discount	187,830	-		187,830
Delinquency & Prepayment Fund	31,305	-		31,305
Cost of Issuance	381,311	-		381,311
	\$ 1,061,997	\$ -		\$ 1,061,997
<i>First Year Annual Collection Costs</i>				
Deposit to Administrative Fund	\$ 30,000	\$ -		\$ 30,000
	\$ 30,000	\$ -		\$ 30,000
<b>Total</b>	<b>\$ 10,630,673</b>	<b>\$ 2,992,693</b>		<b>\$ 7,637,980</b>

**Footnotes:**

[a] Per the Owner the Public Improvements are complete. The Costs were determined by the Engineer's Report attached hereto as **Appendix A**.

[b] Earthwork costs include Clearing & Grubbing, Earthwork, Surveying and Material Testing.

[c] Soft Costs include geotechnical, materials testing, surveying, engineering fees, permit fees, soil testing, environmental studies, traffic impact analysis, construction management, District Formation Expenses and contingency.

[d] Private Improvements are not eligible for reimbursement by PID Bonds or PID Assessments. The Paving, Water, Sanitary Sewer, Storm Sewer, and Gas Line Private Improvements are shown on Exhibit G-2.

[e] Amenity Center & Amenities are considered Private Improvements and are not eligible for reimbursement by PID Bonds or PID Assessments per the Development Agreement dated August 15, 2022. The total costs for Amenity Center & Amenities include an Amenity Center, Pool with Restrooms, Pickleball Court and Bocci Ball Court.

[f] PID Bonds are not being issued at this time. Bond Issuance Costs are illustrated as estimates and subject to change if PID Bonds are issued.

## EXHIBIT C – SERVICE PLAN

Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 37,000	\$ 98,000	\$ 103,000	\$ 108,000	\$ 113,000
Interest		424,551	363,482	357,758	351,743	345,436
	(1)	\$ 461,551	\$ 461,482	\$ 460,758	\$ 459,743	\$ 458,436
Annual Collection Costs	(2)	\$ 46,780	\$ 47,716	\$ 48,670	\$ 49,643	\$ 50,636
Additional Interest <sup>[a]</sup>	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Annual Installments</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 508,331</b>	<b>\$ 509,197</b>	<b>\$ 509,428</b>	<b>\$ 509,387</b>	<b>\$ 509,072</b>

**Footnotes:**

[a] PID Bonds are not being issued at this time. The levy is pursuant to the Reimbursement Agreement and Additional Interest will be collected if PID Bonds are issued.

## EXHIBIT D – SOURCES AND USES OF FUNDS

		District
<b>Sources of Funds</b>		
Reimbursement Obligation	\$	6,261,000
Developer Contribution <sup>[a]</sup>		1,376,980
Developer Contribution - Private Improvements <sup>[b]</sup>		2,992,693
<b>Total Sources of Funds</b>	<b>\$</b>	<b>10,630,673</b>
<b>Uses of Funds</b>		
Public Improvements	\$	6,545,983
Private Improvements		2,992,693
	\$	9,538,676
<i>Bond Issuance Costs<sup>[c]</sup></i>		
Debt Service Reserve Fund	\$	461,551
Underwriter Discount		187,830
Delinquency & Prepayment Fund		31,305
Cost of Issuance		381,311
	\$	1,061,997
<i>First Year Annual Collection Costs</i>		
Deposit to Administrative Fund	\$	30,000
	\$	30,000
<b>Total Uses of Funds</b>	<b>\$</b>	<b>10,630,673</b>

**Footnotes:**

[a] Public Improvement Costs that are Non-reimbursable to Developer through PID Bonds or Assessments.

[b] Private Improvements will be funded privately by the Developer and are not reimbursable by PID Bonds or Assessments.

[c] Improvement Area #1 Bond Issuance costs are subject to change upon issuance of Improvement Area #1 PID Bonds.

**EXHIBIT E – MAXIMUM ASSESSMENT**

Lot Type	Units <sup>[a]</sup>	Finished Lot Value		Estimated Buildout Value		Total Maximum Assessment		Maximum Annual Installment		Value to Lien per Finished Lot Value
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	
One	113	105,000	\$ 11,865,000	\$ 475,000	\$ 53,675,000	\$ 55,407	\$ 6,261,000	\$ 4,512	\$ 509,893	1.895
<b>Total/Weighted Average</b>	<b>113</b>		<b>11,865,000</b>		<b>53,675,000</b>		<b>\$ 6,261,000</b>		<b>\$ 509,893</b>	<b>1.895</b>

**Footnotes:**

<sup>[a]</sup>Per Developer as of 2/8/2023.



## EXHIBIT F-1 – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest <sup>[c]</sup>	Debt Service Reserve Fund	Annual Collection Costs <sup>[a]</sup>	Annual Installment Due 1/31/2024 <sup>[b]</sup>
1356630010001	Initial Parcel	\$ 3,582,915.46	\$ 21,173.59	\$ 242,953.51	\$ -	\$ -	\$ 26,770.29	\$ 290,897.40
1356630010002	Initial Parcel	\$ 2,644,010.37	\$ 15,625.04	\$ 179,287.40	\$ -	\$ -	\$ 19,755.12	\$ 214,667.56
1356630020001	Initial Parcel	\$ 17,037.08	\$ 100.68	\$ 1,155.27	\$ -	\$ -	\$ 127.30	\$ 1,383.24
1356630020002	Initial Parcel	\$ 17,037.08	\$ 100.68	\$ 1,155.27	\$ -	\$ -	\$ 127.30	\$ 1,383.24
<b>District Total</b>		<b>\$ 6,261,000.00</b>	<b>\$ 37,000.00</b>	<b>\$ 424,551.45</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,780.00</b>	<b>\$ 508,331.45</b>

Footnotes:

[a] Includes \$60 per lot City Development Fee.

[b] The outstanding annual installment is allocated pro rata based on acreage for billing purposes only.

[c] Additional Interest will be charged upon the issuance of PID Bonds.

## EXHIBIT F-2 – ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest <sup>[b]</sup>	Debt Service Reserve Fund	Annual Collection Costs	Total Annual Installment <sup>[c]</sup>
2024	\$ 37,000.00	\$ 424,551.45	\$ -	\$ -	\$ 46,780.00	\$ 508,331.45
2025	\$ 98,000.00	\$ 363,481.60	\$ -	\$ -	\$ 47,715.60	\$ 509,197.20
2026	\$ 103,000.00	\$ 357,758.40	\$ -	\$ -	\$ 48,669.91	\$ 509,428.31
2027	\$ 108,000.00	\$ 351,743.20	\$ -	\$ -	\$ 49,643.31	\$ 509,386.51
2028	\$ 113,000.00	\$ 345,436.00	\$ -	\$ -	\$ 50,636.18	\$ 509,072.18
2029	\$ 119,000.00	\$ 338,836.80	\$ -	\$ -	\$ 51,648.90	\$ 509,485.70
2030	\$ 125,000.00	\$ 331,887.20	\$ -	\$ -	\$ 52,681.88	\$ 509,569.08
2031	\$ 131,000.00	\$ 324,587.20	\$ -	\$ -	\$ 53,735.52	\$ 509,322.72
2032	\$ 138,000.00	\$ 316,936.80	\$ -	\$ -	\$ 54,810.23	\$ 509,747.03
2033	\$ 145,000.00	\$ 308,877.60	\$ -	\$ -	\$ 55,906.43	\$ 509,784.03
2034	\$ 152,000.00	\$ 300,409.60	\$ -	\$ -	\$ 57,024.56	\$ 509,434.16
2035	\$ 160,000.00	\$ 291,532.80	\$ -	\$ -	\$ 58,165.05	\$ 509,697.85
2036	\$ 168,000.00	\$ 282,188.80	\$ -	\$ -	\$ 59,328.35	\$ 509,517.15
2037	\$ 177,000.00	\$ 272,377.60	\$ -	\$ -	\$ 60,514.92	\$ 509,892.52
2038	\$ 186,000.00	\$ 262,040.80	\$ -	\$ -	\$ 61,725.22	\$ 509,766.02
2039	\$ 195,000.00	\$ 251,178.40	\$ -	\$ -	\$ 62,959.72	\$ 509,138.12
2040	\$ 205,000.00	\$ 239,790.40	\$ -	\$ -	\$ 64,218.92	\$ 509,009.32
2041	\$ 216,000.00	\$ 227,818.40	\$ -	\$ -	\$ 65,503.29	\$ 509,321.69
2042	\$ 227,000.00	\$ 215,204.00	\$ -	\$ -	\$ 66,813.36	\$ 509,017.36
2043	\$ 239,000.00	\$ 201,947.20	\$ -	\$ -	\$ 68,149.63	\$ 509,096.83
2044	\$ 252,000.00	\$ 187,989.60	\$ -	\$ -	\$ 69,512.62	\$ 509,502.22
2045	\$ 265,000.00	\$ 173,272.80	\$ -	\$ -	\$ 70,902.87	\$ 509,175.67
2046	\$ 279,000.00	\$ 157,796.80	\$ -	\$ -	\$ 72,320.93	\$ 509,117.73
2047	\$ 294,000.00	\$ 141,503.20	\$ -	\$ -	\$ 73,767.35	\$ 509,270.55
2048	\$ 310,000.00	\$ 124,333.60	\$ -	\$ -	\$ 75,242.69	\$ 509,576.29
2049	\$ 326,000.00	\$ 106,229.60	\$ -	\$ -	\$ 76,747.55	\$ 508,977.15
2050	\$ 344,000.00	\$ 87,191.20	\$ -	\$ -	\$ 78,282.50	\$ 509,473.70
2051	\$ 362,000.00	\$ 67,101.60	\$ -	\$ -	\$ 79,848.15	\$ 508,949.75
2052	\$ 382,000.00	\$ 45,960.80	\$ -	\$ -	\$ 81,445.11	\$ 509,405.91
2053	\$ 405,000.00	\$ 23,652.00	\$ -	\$ (461,551)	\$ 83,074.01	\$ 50,174.56
<b>Total</b>	<b>\$ 6,261,000.00</b>	<b>\$ 7,123,615.45</b>	<b>\$ -</b>	<b>\$ (461,551)</b>	<b>\$ 1,897,774.75</b>	<b>\$ 14,820,838.75</b>

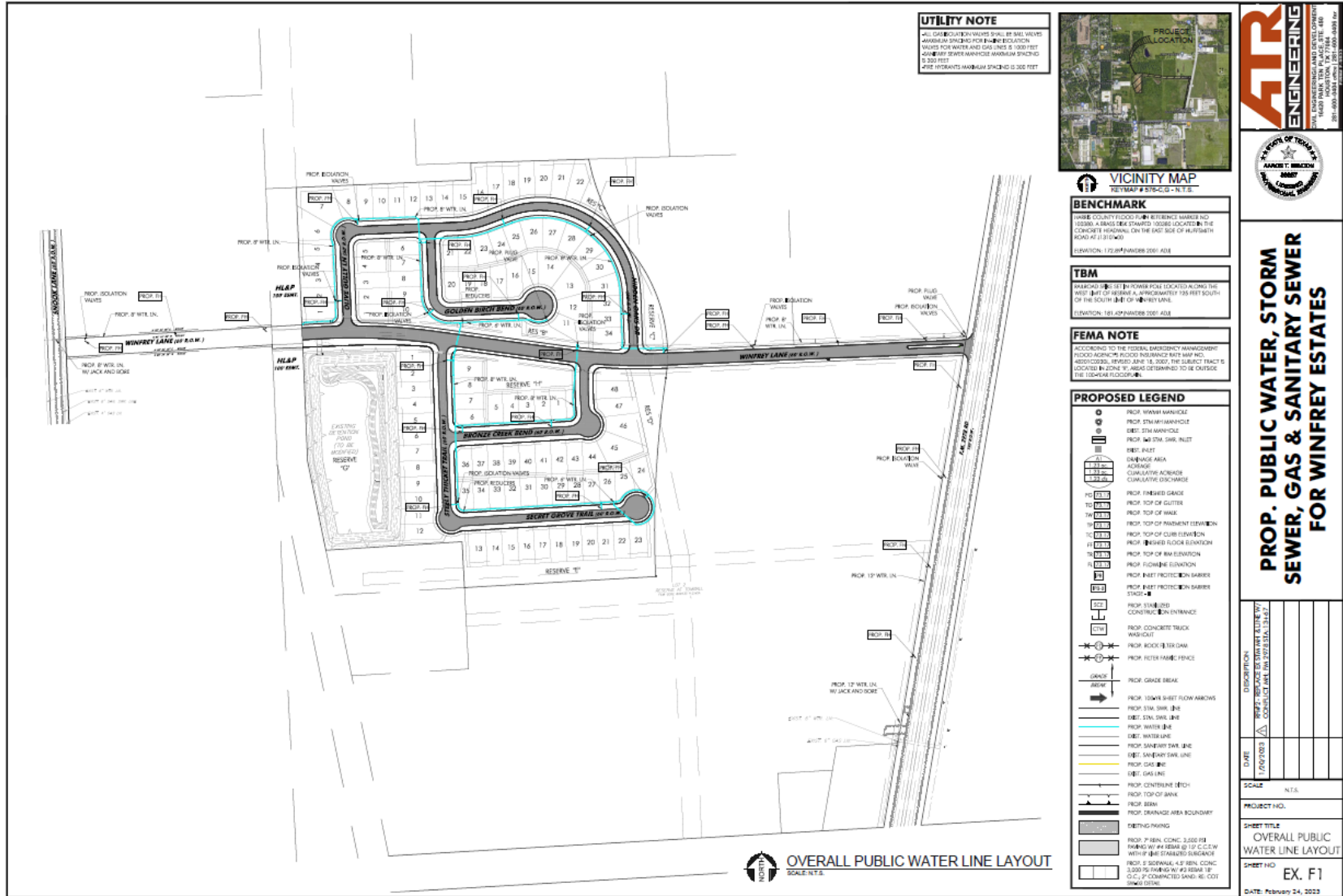
**Footnotes:**

[a] Interest is calculated at a rate of 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.80% as of June 20, 2023, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The numbers 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.





**UTILITY NOTE**  
 ALL CONDUIT SPACING SHALL BE 30\"/>



**VICINITY MAP**  
 TO BEYOND 1/4 SECTION 16, T.15E  
**BENCHMARK**  
 BAKER COUNTY PLAT # 10086, A BRASS NAIL STAMPED '1086' LOCATED IN THE CONCRETE FOUNDATION ON THE EAST SIDE OF HURFARTH ROAD AT 1131 SW 40.  
 ELEVATION: 132.88 (MAY 2001) ADS

**TBM**  
 PAIRED #1 SET IN POWER POLE LOCATED ALONG THE WEST END OF HURFARTH, APPROXIMATELY 100 FEET SOUTH OF THE SOUTH END OF WINFREY LANE.  
 ELEVATION: 181.40 (MAY 2001) ADS

**FEMA NOTE**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD AGENCY FLOOD INSURANCE RATE MAP NO. 18050-0101, A BRASS NAIL STAMPED '1086' LOCATED IN THE CONCRETE FOUNDATION ON THE EAST SIDE OF HURFARTH ROAD AT 1131 SW 40.  
 ELEVATION: 132.88 (MAY 2001) ADS

**PROPOSED LEGEND**

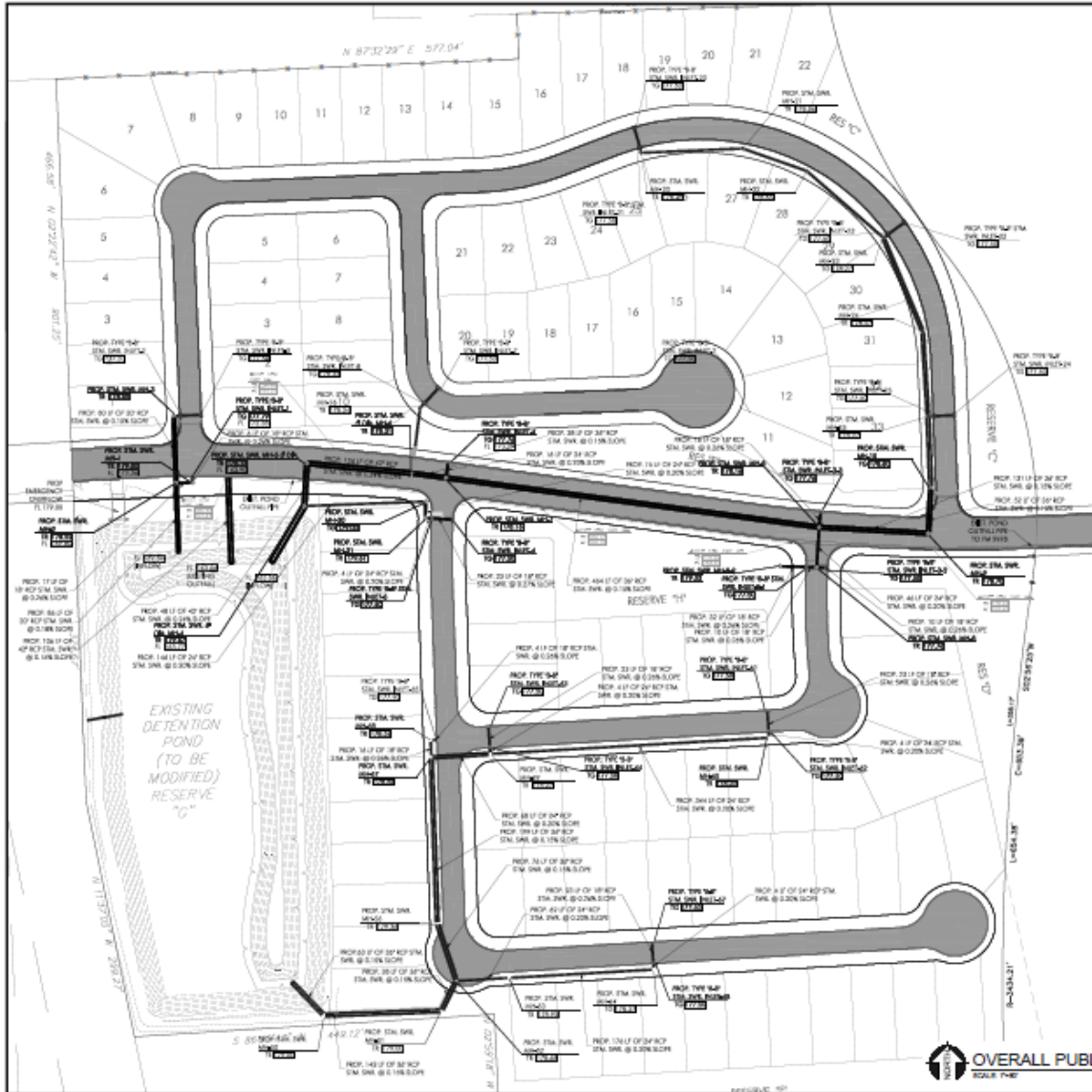
(Symbol)	PROJ. 15\"/>
(Symbol)	PROJ. 12\"/>
(Symbol)	PROJ. 10\"/>
(Symbol)	PROJ. 8\"/>
(Symbol)	PROJ. 6\"/>
(Symbol)	PROJ. 4\"/>
(Symbol)	PROJ. 3\"/>
(Symbol)	PROJ. 2\"/>
(Symbol)	PROJ. 1\"/>
(Symbol)	PROJ. FINISHED GRADE
(Symbol)	PROJ. TOP OF GUTTER
(Symbol)	PROJ. TOP OF WALK
(Symbol)	PROJ. TOP OF PAVEMENT ELEVATION
(Symbol)	PROJ. TOP OF CURB ELEVATION
(Symbol)	PROJ. FINISHED FLOOR ELEVATION
(Symbol)	PROJ. TOP OF 8\"/>
(Symbol)	PROJ. FINISHING ELEVATION
(Symbol)	PROJ. INLET PROTECTION BARRIER STAGE
(Symbol)	PROJ. STANDING CONSTRUCTION IN ENTRANCE
(Symbol)	PROJ. CONCRETE TRUCK WASHOUT
(Symbol)	PROJ. ROCK CURB DAM
(Symbol)	PROJ. FUTURE FENCE
(Symbol)	PROJ. GRADE BREAK
(Symbol)	PROJ. 15\"/>
(Symbol)	PROJ. 12\"/>
(Symbol)	PROJ. 10\"/>
(Symbol)	PROJ. 8\"/>
(Symbol)	PROJ. 6\"/>
(Symbol)	PROJ. 4\"/>
(Symbol)	PROJ. 3\"/>
(Symbol)	PROJ. 2\"/>
(Symbol)	PROJ. 1\"/>
(Symbol)	PROJ. CENTERLINE (EACH)
(Symbol)	PROJ. TOP OF BANK
(Symbol)	PROJ. BEAK
(Symbol)	PROJ. DRAINAGE AREA BOUNDARY
(Symbol)	DEBTING MARK
(Symbol)	PROJ. 7\"/>
(Symbol)	PROJ. 6\"/>
(Symbol)	PROJ. 5\"/>
(Symbol)	PROJ. 4\"/>
(Symbol)	PROJ. 3\"/>
(Symbol)	PROJ. 2\"/>
(Symbol)	PROJ. 1\"/>

**PROP. PUBLIC WATER, STORM SEWER, GAS & SANITARY SEWER FOR WINFREY ESTATES**

<b>DATE</b>	1/23/2023	<b>CONTRACT NO.</b>	23-0001
<b>SCALE</b>	N.T.S.		
<b>PROJECT NO.</b>	N/A		
<b>SHEET TITLE</b>	OVERALL PUBLIC WATER LINE LAYOUT		
<b>SHEET NO.</b>	EX. F1		
<b>DATE</b>	February 24, 2023		







MATCHLINE - SEE SHEET EX. H2

**OVERALL PUBLIC STM. SWR. LAYOUT**  
SCALE: 1"=40'



**VICINITY MAP**  
WAYMAP # 258-CO - N.T.S.

**BENCHMARK**  
THREE COUNTY PLACED PUBLISHER'S BENCHMARK NO. 10006, A IRON PIPE MARKER, IS BEING LOCATED AT THE CORNER OF BUREAU & APPROXIMATELY 125 FEET SOUTH OF THE SOUTH END OF H-WAY LANE.  
ELEVATION: 123.82 NAVIGATOR 2002 ADD.

**TBM**  
THE EAST END OF H-WAY POWER POLE LOCATED ALONG THE EAST SIDE OF BUREAU & APPROXIMATELY 75 FEET SOUTH OF THE SOUTH END OF H-WAY LANE.  
ELEVATION: 121.82 NAVIGATOR 2002 ADD.

**FEMA NOTE**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SPECIAL STUDY NO. 2284, THE SUBJECT TRACT'S LOCATION IS IN AN AREA OF 100 YEAR FLOOD ZONING. THE 100 YEAR FLOOD ZONE

**PROPOSED LEGEND**

	PROP. 12" DIA. S.W.R. PIPE
	PROP. 18" DIA. S.W.R. PIPE
	PROP. 24" DIA. S.W.R. PIPE
	PROP. 30" DIA. S.W.R. PIPE
	PROP. 36" DIA. S.W.R. PIPE
	PROP. 42" DIA. S.W.R. PIPE
	PROP. 60" DIA. S.W.R. PIPE
	PROP. 72" DIA. S.W.R. PIPE
	PROP. 84" DIA. S.W.R. PIPE
	PROP. 96" DIA. S.W.R. PIPE
	PROP. 108" DIA. S.W.R. PIPE
	PROP. 120" DIA. S.W.R. PIPE
	PROP. 144" DIA. S.W.R. PIPE
	PROP. 168" DIA. S.W.R. PIPE
	PROP. 192" DIA. S.W.R. PIPE
	PROP. 216" DIA. S.W.R. PIPE
	PROP. 240" DIA. S.W.R. PIPE
	PROP. 264" DIA. S.W.R. PIPE
	PROP. 288" DIA. S.W.R. PIPE
	PROP. 312" DIA. S.W.R. PIPE
	PROP. 336" DIA. S.W.R. PIPE
	PROP. 360" DIA. S.W.R. PIPE
	PROP. 384" DIA. S.W.R. PIPE
	PROP. 408" DIA. S.W.R. PIPE
	PROP. 432" DIA. S.W.R. PIPE
	PROP. 456" DIA. S.W.R. PIPE
	PROP. 480" DIA. S.W.R. PIPE
	PROP. 504" DIA. S.W.R. PIPE
	PROP. 528" DIA. S.W.R. PIPE
	PROP. 552" DIA. S.W.R. PIPE
	PROP. 576" DIA. S.W.R. PIPE
	PROP. 600" DIA. S.W.R. PIPE
	PROP. 624" DIA. S.W.R. PIPE
	PROP. 648" DIA. S.W.R. PIPE
	PROP. 672" DIA. S.W.R. PIPE
	PROP. 696" DIA. S.W.R. PIPE
	PROP. 720" DIA. S.W.R. PIPE
	PROP. 744" DIA. S.W.R. PIPE
	PROP. 768" DIA. S.W.R. PIPE
	PROP. 792" DIA. S.W.R. PIPE
	PROP. 816" DIA. S.W.R. PIPE
	PROP. 840" DIA. S.W.R. PIPE
	PROP. 864" DIA. S.W.R. PIPE
	PROP. 888" DIA. S.W.R. PIPE
	PROP. 912" DIA. S.W.R. PIPE
	PROP. 936" DIA. S.W.R. PIPE
	PROP. 960" DIA. S.W.R. PIPE
	PROP. 984" DIA. S.W.R. PIPE
	PROP. 1008" DIA. S.W.R. PIPE
	PROP. 1032" DIA. S.W.R. PIPE
	PROP. 1056" DIA. S.W.R. PIPE
	PROP. 1080" DIA. S.W.R. PIPE
	PROP. 1104" DIA. S.W.R. PIPE
	PROP. 1128" DIA. S.W.R. PIPE
	PROP. 1152" DIA. S.W.R. PIPE
	PROP. 1176" DIA. S.W.R. PIPE
	PROP. 1200" DIA. S.W.R. PIPE
	PROP. 1224" DIA. S.W.R. PIPE
	PROP. 1248" DIA. S.W.R. PIPE
	PROP. 1272" DIA. S.W.R. PIPE
	PROP. 1296" DIA. S.W.R. PIPE
	PROP. 1320" DIA. S.W.R. PIPE
	PROP. 1344" DIA. S.W.R. PIPE
	PROP. 1368" DIA. S.W.R. PIPE
	PROP. 1392" DIA. S.W.R. PIPE
	PROP. 1416" DIA. S.W.R. PIPE
	PROP. 1440" DIA. S.W.R. PIPE
	PROP. 1464" DIA. S.W.R. PIPE
	PROP. 1488" DIA. S.W.R. PIPE
	PROP. 1512" DIA. S.W.R. PIPE
	PROP. 1536" DIA. S.W.R. PIPE
	PROP. 1560" DIA. S.W.R. PIPE
	PROP. 1584" DIA. S.W.R. PIPE
	PROP. 1608" DIA. S.W.R. PIPE
	PROP. 1632" DIA. S.W.R. PIPE
	PROP. 1656" DIA. S.W.R. PIPE
	PROP. 1680" DIA. S.W.R. PIPE
	PROP. 1704" DIA. S.W.R. PIPE
	PROP. 1728" DIA. S.W.R. PIPE
	PROP. 1752" DIA. S.W.R. PIPE
	PROP. 1776" DIA. S.W.R. PIPE
	PROP. 1800" DIA. S.W.R. PIPE
	PROP. 1824" DIA. S.W.R. PIPE
	PROP. 1848" DIA. S.W.R. PIPE
	PROP. 1872" DIA. S.W.R. PIPE
	PROP. 1896" DIA. S.W.R. PIPE
	PROP. 1920" DIA. S.W.R. PIPE
	PROP. 1944" DIA. S.W.R. PIPE
	PROP. 1968" DIA. S.W.R. PIPE
	PROP. 1992" DIA. S.W.R. PIPE
	PROP. 2016" DIA. S.W.R. PIPE
	PROP. 2040" DIA. S.W.R. PIPE
	PROP. 2064" DIA. S.W.R. PIPE
	PROP. 2088" DIA. S.W.R. PIPE
	PROP. 2112" DIA. S.W.R. PIPE
	PROP. 2136" DIA. S.W.R. PIPE
	PROP. 2160" DIA. S.W.R. PIPE
	PROP. 2184" DIA. S.W.R. PIPE
	PROP. 2208" DIA. S.W.R. PIPE
	PROP. 2232" DIA. S.W.R. PIPE
	PROP. 2256" DIA. S.W.R. PIPE
	PROP. 2280" DIA. S.W.R. PIPE
	PROP. 2304" DIA. S.W.R. PIPE
	PROP. 2328" DIA. S.W.R. PIPE
	PROP. 2352" DIA. S.W.R. PIPE
	PROP. 2376" DIA. S.W.R. PIPE
	PROP. 2400" DIA. S.W.R. PIPE
	PROP. 2424" DIA. S.W.R. PIPE
	PROP. 2448" DIA. S.W.R. PIPE
	PROP. 2472" DIA. S.W.R. PIPE
	PROP. 2496" DIA. S.W.R. PIPE
	PROP. 2520" DIA. S.W.R. PIPE
	PROP. 2544" DIA. S.W.R. PIPE
	PROP. 2568" DIA. S.W.R. PIPE
	PROP. 2592" DIA. S.W.R. PIPE
	PROP. 2616" DIA. S.W.R. PIPE
	PROP. 2640" DIA. S.W.R. PIPE
	PROP. 2664" DIA. S.W.R. PIPE
	PROP. 2688" DIA. S.W.R. PIPE
	PROP. 2712" DIA. S.W.R. PIPE
	PROP. 2736" DIA. S.W.R. PIPE
	PROP. 2760" DIA. S.W.R. PIPE
	PROP. 2784" DIA. S.W.R. PIPE
	PROP. 2808" DIA. S.W.R. PIPE
	PROP. 2832" DIA. S.W.R. PIPE
	PROP. 2856" DIA. S.W.R. PIPE
	PROP. 2880" DIA. S.W.R. PIPE
	PROP. 2904" DIA. S.W.R. PIPE
	PROP. 2928" DIA. S.W.R. PIPE
	PROP. 2952" DIA. S.W.R. PIPE
	PROP. 2976" DIA. S.W.R. PIPE
	PROP. 3000" DIA. S.W.R. PIPE

**ATR ENGINEERING**  
1140 SOUTH PLACER AVENUE  
SUITE 100  
DUNSMITH, CALIFORNIA 94621  
TEL: (916) 484-5827

**CITY OF SACRAMENTO**

**PROP. PUBLIC WATER, STORM SEWER, GAS & SANITARY SEWER FOR WINFREY ESTATES**

DATE	DESCRIPTION
1/14/2010	WORK STARTED ON 2100 WINFREY BLVD. CONTRACT # 08-150500-001

SCALE: 1"=40'

PROJECT NO.: 08-150500-001

SHEET TITLE: OVERALL PUBLIC STM. SWR. LAYOUT

SHEET NO.: EX. H1

DATE: February 24, 2009

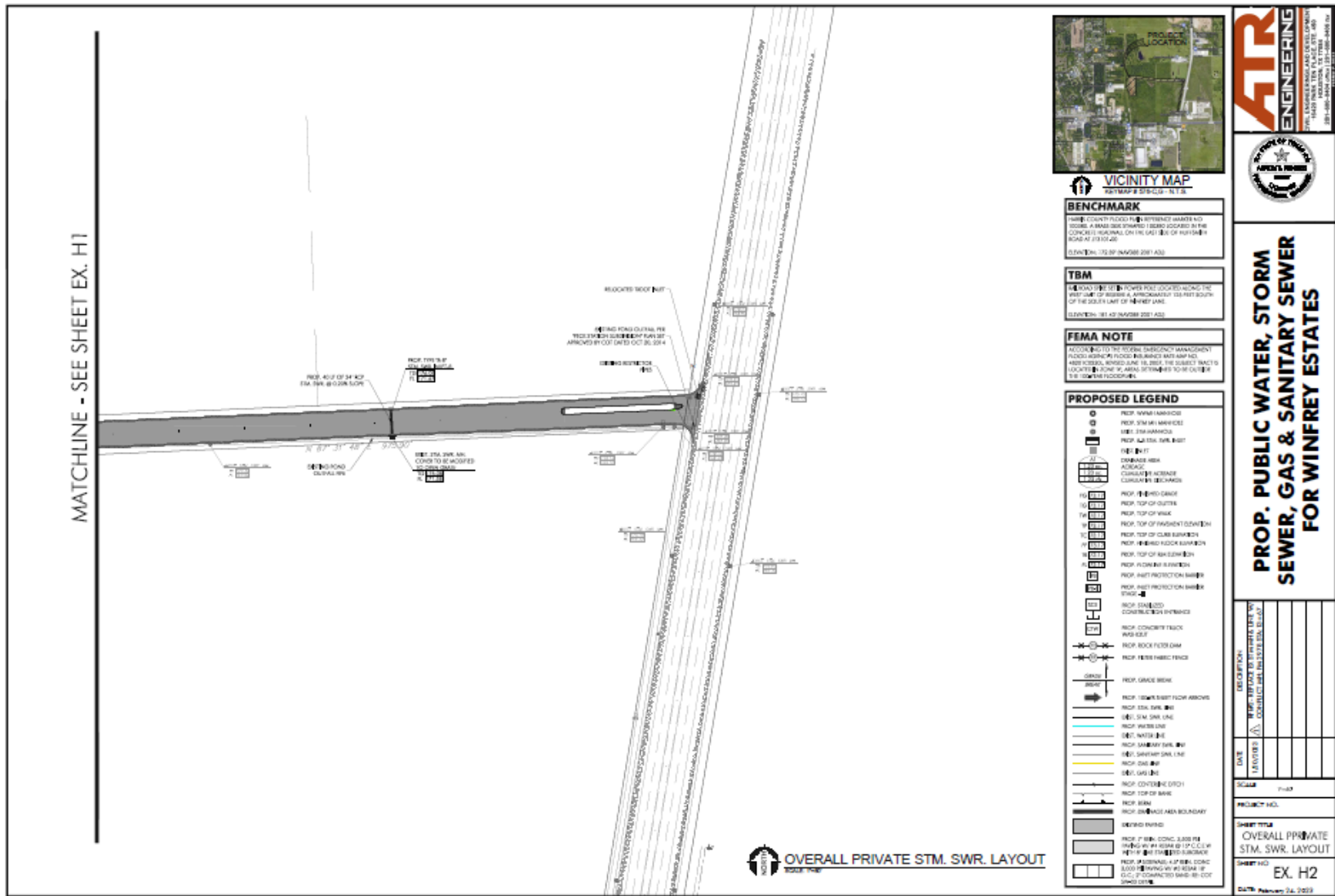


















**EXHIBIT H – FORM OF NOTICE OF ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Harris County Civil Courthouse  
[County Clerk Name]  
P.O. Box 4622  
Houston, Texas 77210-4622

**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  
PO Box 349  
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 April 18, 2022, the City Council for the City, approved Resolution No. 2022-10, creating the Seven Oaks Public Improvement District; and

**WHEREAS**, the Winfrey Estates Public Improvement District consists of approximately 34.4945 contiguous acres located within the City; and

**WHEREAS**, on or about July 17, 2023, 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 Winfrey Estates Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_.\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, as established by Ordinance No. \_\_\_\_\_, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF TOMBALL, TEXAS,**

By: \_\_\_\_\_  
[Name], [Title]

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF HARRIS**           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Name], [Title] for the City of Tomball, Texas, on behalf of said municipality.

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

## EXHIBIT I – LEGAL DESCRIPTION

### TRACT 1

RESERVES "A", "B", "C" AND "D", OF PECK STATION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER FILM CODE NO. 666109 OF THE MAP/PLAT RECORDS OF HARRIS COUNTY, TEXAS.

### TRACT 2

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.9353 ACRES OF LAND SITUATED IN THE JESSE PRUITT SURVEY, A-629 IN HARRIS COUNTY, TEXAS SHOWN AS WINFREY LANE OF PECK STATION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 666109 OF THE PLAT RECORDS OF HARRIS COUNTY, TEXAS AND BEING PART OF A CALLED 1.1087 ACRE TRACT OF LAND CONVEYED TO 2978 PANORMUS, LP. AS REFERENCED IN A DEED FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. 20130591816, SAID 0.9353 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A 5/8 INCH IRON ROD (FOUND) IN THE EAST RIGHT-OF-WAY LINE OF SNOOK ROAD, (60.00 FEET IN WIDTH), MARKING THE SOUTHWEST CORNER OF RESTRICTED RESERVE "D" OF SAID PECK STATION AND THE SOUTHWEST CORNER OF THE SAID 1.1087 ACRE TRACT OF LAND;

THENCE N 02°23'10" W, (CALL N 02°23'09" W), A DISTANCE OF 5.57 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SNOOK LANE AND THE WEST LINE OF SAID 1.1087 ACRE TRACT OF LAND TO A POINT FOR THE NORTHWEST CORNER OF SAID RESTRICTED RESERVE "D" AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE CONTINUING N 02°23'10" W, (CALL N 02°23'09" W), A DISTANCE OF 60.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SNOOK LANE AND THE WEST LINE OF SAID 1.1087 ACRE TRACT OF LAND TO A POINT FOR THE SOUTHWEST CORNER OF RESTRICTED RESERVE "C" OF SAID PECK STATION AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE N 86°34'38" E, A DISTANCE OF 679.03 FEET, (CALL N 87°36'50" E, 678.85 FEET), ALONG THE SOUTH LINE OF SAID RESTRICTED RESERVE "C" TO A 5/8" IRON ROD (FOUND) IN THE WEST LINE OF A CALLED 5.1420 ACRE TRACT OF LAND, SAME BEING A 100.00 FOOT WIDE H.L.&P. COMPANY FEE STRIP AS DESCRIBED IN A DEED FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. G885475 MARKING THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "C" AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE S 02°22'42" E, A DISTANCE OF 60.00 FEET ALONG THE WEST LINE OF SAID H.L.&P. COMPANY FEE STRIP TO A POINT FOR THE NORTHEAST CORNER OF SAID RESTRICTED RESERVE "D" AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE S 86°34'38" W, A DISTANCE OF 679.02 FEET, (CALL S 87°36'50" W, 678.84 FEET), ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "D" TO THE POINT OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.9353 ACRES OF LAND, MORE OR LESS.

### TRACT 3

EASEMENTS GRANTED TO THEM FROM CENTERPOINT ENERGY HOUSTON ELECTRIC FOR ROADWAY, WALKWAY AND UTILITY PURPOSES OVER AND ACROSS CENTERPOINT'S PROPERTY WHICH IS BETWEEN WINFREY LANE (1.1087 ACRES AT 20130591816); THIS EASEMENT INSTRUMENT IS RECORDED UNDER COUNTY CLERK'S FILE NO. 20140556862 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS.

## APPENDIX A – DISTRICT ENGINEER’S REPORT



March 6, 2023

### Engineer’s Report Winfrey Estates Public Improvement District

Winfrey Estates Public Improvement District is a single-family residential development consisting of approximately 113 lots over approximately 33 acres of land as depicted on Exhibit A. The parcel is located west of the intersection of F.M. 2978 and Winfrey Lane. This Engineer’s Report includes documents requested by the City of Tomball, Texas for the formalization of the PID and the issuance of PID bonds by the City. PID Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs: An Engineer’s Estimate has been prepared for all on-site public infrastructure (Exhibit B).

Development Improvements: Development Improvement have been classified as PID improvements. The PID improvements are shown on exhibits C through K.



*Aaron T. Rendon 3-6-2023*

Aaron T. Rendon, P.E.  
Principal  
ATR Engineering

STATE OF TEXAS  
COUNTY OF HARRIS

We, CHTA DEVELOPMENT, INC. acting by and through DRC HINDWEL, President and MIC DEBRONCKHO, Vice President, being officers of CHTA DEVELOPMENT, INC. owners in the several other referred to as owners of the 33,358.88 acre tract described in the above and foregoing plat of WINFREY ESTATES, do hereby make and establish said subdivision of said property according to all laws, definitions, restrictions and conditions on said plat and hereby dedicate to the use of the public, subject to all other laws, public authorities, future amendments, and public places shown thereon for the purposes and considerations therein expressed and do hereby bind ourselves, our heirs, successors and assigns to construct and forever defend the site to the land so dedicated.

FOURTH, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes (sewer, underground, aerial) easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for any line (1) (2) preliminary aerial easements of seven feet, six inches (7' 6") for further use (1) (2) preliminary aerial easements of ten feet, six inches (10' 6") for other use (1) (2) preliminary aerial easements from a plane above feet (1) (2) above the ground level agreed, known, defined or used elsewhere and public utility easements that are delineated with aerial easements (1) (2) and (4) (5) on included and depicted thereon, whereby aerial easement utility service can flow, as follows (2) (3) in width.

IN TESTIMONY WHEREOF, the CHTA DEVELOPMENT, INC. has caused these presents to be signed by DRC HINDWEL, its President, President's authorized officers by MIC DEBRONCKHO, its Vice President, and its common seal hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CHTA DEVELOPMENT, INC.

By: DRC HINDWEL, President

Attest:  
MIC DEBRONCKHO, Vice President

STATE OF TEXAS  
COUNTY OF HARRIS

CHTA, INC. the undersigned authority, on this day personally appeared DRC HINDWEL and MIC DEBRONCKHO, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

I, PAUL JOHNSON, HANCOCK WITNEY BARR, owner and holder of a fee in the property described in the plat known as WINFREY ESTATES, and I am being authorized by instrument of record in the Clerk's file No. 80-2021-007265 of the O.P.R.B.P. of Harris County, Texas, do hereby in all things subordinate, ratify, confirm and acknowledge to me the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision and do hereby certify that we are the present owner of said land and have not assigned the same nor any part thereof.

By: PAUL JOHNSON, Bank Officer

STATE OF TEXAS  
COUNTY OF HARRIS

CHTA, INC. the undersigned authority, on this day personally appeared MIC DEBRONCKHO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

This is to certify that the planning and zoning commission of the City of Tomball has approved this plat and subdivision of WINFREY ESTATES in accordance with the laws of the state and the subdivision of the city as shown herein and authorized the recording of this plat this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: Barbara Yegan, Chairman

I, Tawanda Holdepp, County Clerk of Harris County, do hereby certify that the entire instrument with the certificate of acknowledgment was filed for registration in my office on \_\_\_\_\_ 2022 at \_\_\_\_\_ o'clock \_\_\_\_\_ and its File Code Number \_\_\_\_\_ of the said records of Harris County for said county.

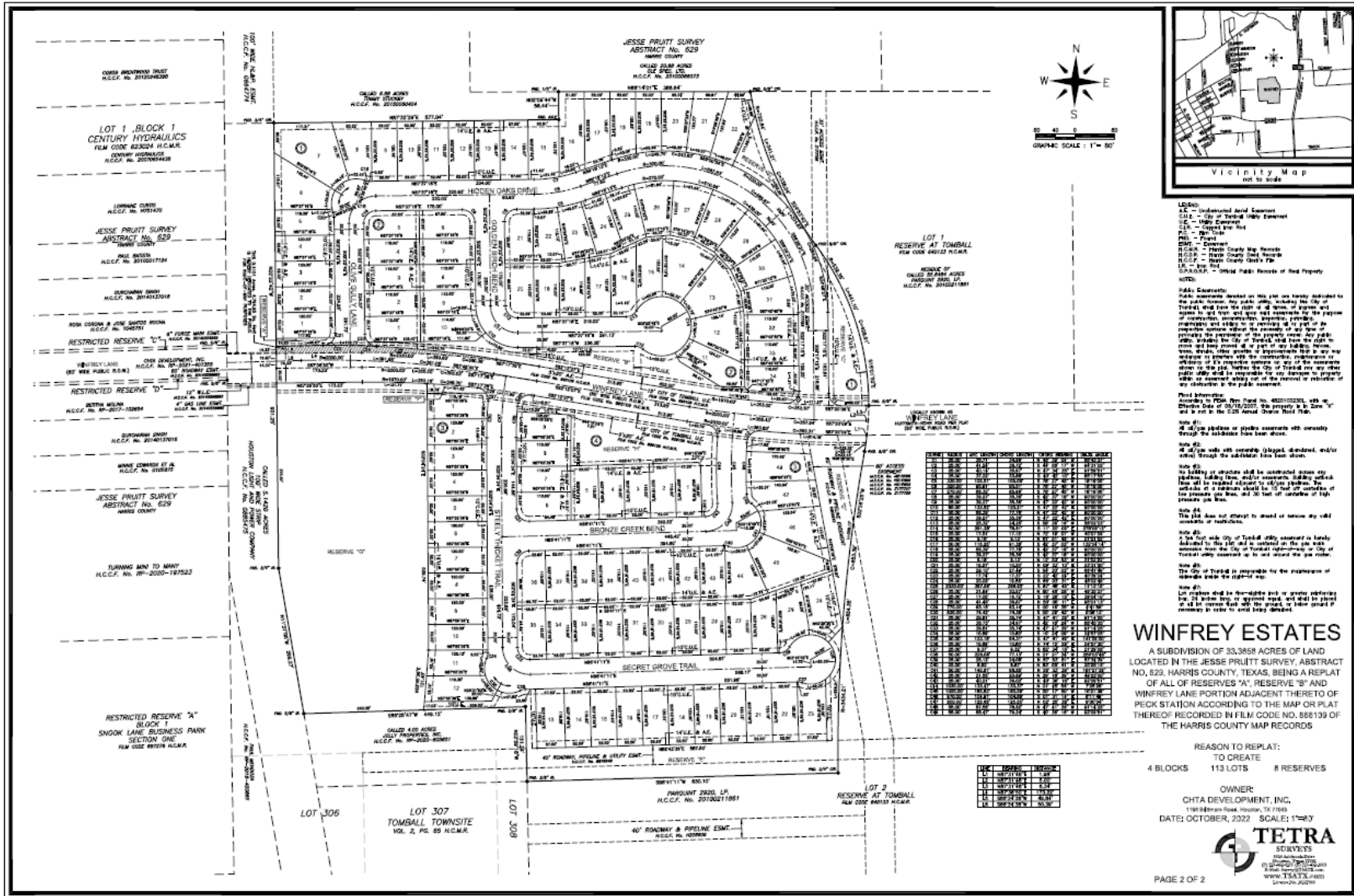
Witness my hand and seal of office, at Houston, the day and date last above written.

Tawanda Holdepp  
County Clerk  
of Harris County, Texas

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

LOT TABLE			
<b>BLOCK 1</b>			
Lot	Area	Sq. Feet	
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### Winfrey Estates

Construction Costs											
#	Description	Phase I PID	Phase I Private	Total Phase I	Phase II PID	Phase II Private	Total Phase II	Phase III PID	Phase III Private	Total Phase III	
1	Earthwork	\$ 130,926.09	\$456,178.45	\$587,104.54							
2	Water	\$ 91,266.73	\$246,812.27	\$338,099.00	\$ 364,302.00	\$0.00	\$364,302.00	\$ 227,314.00	\$0.00	\$227,314.00	
3	Sanitary Sewer	\$ 141,233.49	\$381,853.51	\$523,087.00	\$ 291,541.00	\$0.00	\$291,541.00	\$ 360,969.00	\$0.00	\$360,969.00	
4	Storm Sewer	\$562,520.65	\$29,606.35	\$592,127.00	\$ 252,123.00	\$0.00	\$252,123.00	\$ 372,897.00	\$0.00	\$372,897.00	
5	Paving	\$263,752.89	\$713,109.66	\$976,862.55	\$ 645,472.70	\$0.00	\$645,472.70	\$ 577,548.75	\$0.00	\$577,548.75	
6	Gas Line	\$ 48,860.28	\$132,103.72	\$180,964.00	\$ 153,427.00	\$0.00	\$153,427.00	\$ 116,262.00	\$0.00	\$116,262.00	
7	Monument Sign, Landscaping & Design	\$300,000.00	\$ -	\$300,000.00	-	-	-	-	-	-	
7	Amenity Center / Amenities	\$ -	\$650,000.00	\$650,000.00	-	\$0.00	\$0.00	-	\$0.00	\$0.00	
8	Other	\$ 13,302.63	\$35,966.37	\$ 49,269.00	\$ 90,303.40	\$0.00	\$90,303.40	\$ 205,857.00	\$0.00	\$205,857.00	
				<b>\$4,197,513.09</b>					<b>\$1,797,169.10</b>		

Miscellaneous Costs										
#	Description							PID	Private	Total
1	Engineering Fees							\$ 233,738.00	\$0.00	\$233,738.00
2	Permits and Bonds							\$ 322,496.00	\$0.00	\$322,496.00
3	Other Development Costs							\$ 184,760.00	\$75,000.00	\$259,760.00

Summary										
#	Description							PID	Private	Total
	Construction Cost							\$5,209,899.61	\$2,645,630.33	\$7,855,529.94
	Miscellaneous Costs							\$ 740,994.00	\$75,000.00	\$815,994.00
	Contingency Costs (10%)							\$ 595,089.36	\$ 272,063.03	\$ 867,152.39
	Net Project Costs							\$6,545,982.97	\$2,992,693.36	\$9,538,676.33



*Aaron T. Rendon 5-5-2023*

Tomball 34.5 Acres

**Preliminary Pricing**

**Winfrey Estates- Clearing and Grubbing and Earthwork**



Clearing and Grubbing					
#	Description	Quantity	Unit	Unit Price	Amount
1	Root Raked	5.94	ac	\$ 1,000.00	\$ 5,940.00
2	Clear and Grub and Root Raked	27.66	ac	\$ 8,500.00	\$ 235,110.00
3	SWPP Fence	10,805.00	lf	\$ 2.60	\$ 28,093.00
4	Demo Existing Barns	2.00	ls	\$ 1,000.00	\$ 2,000.00
5	Demo Existing Fence	570.00	lf	\$ 1.00	\$ 570.00
6	Proposed 5 strand barbed wire fencing	570.00	lf	\$ 4.00	\$ 2,280.00
				<b>Sub-Total</b>	<b>\$ 273,993.00</b>
Earthwork					
#	Description	Quantity	Unit	Unit Price	Amount
1	Cut (6" SCARIFICATION, Pond Not Included )	32,801.50	cu yds	\$ 3.75	\$ 123,005.63
2	Fill (6" SCARIFICATION, Pond Not Included )	33,687.03	cu yds	\$ 1.50	\$ 50,530.55
3	Proposed Pond Cut (TB 177, BTM 163.3)	9,163.80	cu yds	\$ 3.75	\$ 34,364.25
4	Proposed Pond Fill (TB 177, BTM 163.3)	62.61	cu yds	\$ 3.75	\$ 234.79
5	4" OF GRASS TRIMMING LAID AND COMPACTED (within exist. pond)	1,739.99	cu yds	\$ 1.50	\$ 2,609.99
6	12" OF HEAVY CLAY SOIL AS WET POND LINER LAID AND COMPACTED - Assumed Imported Material	1,922.54	cu yds	\$ 34.00	\$ 65,366.36
				<b>Sub-Total</b>	<b>\$ 276,111.55</b>
Other Costs					
#	Description	Quantity	Unit	Unit Price	Amount
1	Surveying (Staking) - By Others	1	ls	n/a	\$ 12,000.00
2	Material Testing - By Others	1	ls	n/a	\$ 25,000.00
				<b>Sub-Total</b>	<b>\$ 37,000.00</b>
				<b>Total</b>	<b>\$ 587,104.55</b>

Company Name: Trilogy, LLC  
 Address: 1617 Peachleaf St, STE 108; Houston, TX 77039  
 Phone #: 832-243-5073  
 Printed Name: Ross Reeder

Bidder Signature: 



Winfrey Estates Phase I - Public Trilogy Proposal 8.8.22 REV. 3

Water Distribution Systems						
#	Description	Quantity	Quantity	Unit	Amount	
		4.22.22 Plans	7.29.22 Plans			
1	12" C-900 Water Line (including fittings) - Bedding and Backfill	1,088	1,088	LP	\$96.00	\$104,608.00
2	8" C-900 Water Line (including fittings) - Bedding and Backfill	1,885	3,011	LP	\$97.00	\$302,427.00
3	6" C-900 Water Line (including fittings) - Bedding and Backfill	118	120	LP	\$40.00	\$4,720.00
4	6" Gate Valve w/ Box	9	9	BA	\$1,771.00	\$15,939.00
5	8" Gate Valve w/ Box	1	3	BA	\$2,947.00	\$7,705.00
6	8" Plug Valve w/ Box	0	4	BA	\$4,076.00	\$16,304.00
7	12" Plug Valve w/ Box	0	1	BA	\$5,287.00	\$5,287.00
8	12" Gate Valve w/ Box	0	2	BA	\$4,471.00	\$8,942.00
9	Fire Hydrant Assembly	9	9	BA	\$8,388.00	\$75,492.00
10	12" Water Line Jack and Bore w/ 20" Casing	91	91	LP	\$291.00	\$26,481.00
					<b>Sub-Total</b>	<b>\$513,269.00</b>

Gas Distribution Systems						
#	Description	Quantity	Quantity	Unit	Amount	
		4.22.22 Plans	7.29.22 Plans			
1	4" Gas Line (including fittings)	8,728	8,728	LP	\$65.00	\$567,620.00
2	8" Bell Valve w/ Box	4	3	BA	\$9,000.00	\$36,000.00
3	8" Plug Valve w/ Box	0	3	BA	\$9,000.00	\$27,000.00
4	4" Gas Line Jack and Bore w/ 10" Casing	91	91	LP	\$200.00	\$18,200.00
5	Gas Line Backfill & Gravel	8,728	8,728	LP	\$9.00	\$78,552.00
					<b>Sub-Total</b>	<b>\$727,372.00</b>

Waste Water Collection System						
#	Description	Quantity	Quantity	Unit	Amount	
		4.22.22 Plans	7.29.22 Plans			
1	8" PVC 108 28 Sanitary Sewer (18" Maximum Depth)	349	349	LP	\$80.00	\$27,920.00
2	8" PVC 108 28 Sanitary Sewer (18" Maximum Depth)	280	341	LP	\$80.00	\$27,280.00
3	12" PVC 108 28 Sanitary Sewer (18" Maximum Depth)	3,260	3,260	LP	\$125.00	\$407,500.00
4	Sanitary Sewer Manhole (3'-0" Depth)	2	1	BA	\$4,548.00	\$9,096.00
5	Sanitary Sewer Manhole (3'-0" Depth)	15	15	BA	\$7,861.00	\$117,915.00
6	12" San. Man. Jack and Bore w/ 20" Casing	108	108	LP	\$291.00	\$31,428.00
7	Trench Safety	3,703	3,667	LP	\$1.00	\$3,667.00
					<b>Sub-Total</b>	<b>\$597,706.00</b>

Storm Water Collection System						
#	Description	Quantity	Quantity	Unit	Amount	
		4.22.22 Plans	7.29.22 Plans			
1	24" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	28	127	LP	\$118.00	\$3,304.00
2	24" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	377	345	LP	\$112.00	\$42,144.00
3	30" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	87	170	LP	\$168.00	\$28,716.00
4	36" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	702	772	LP	\$229.00	\$174,658.00
5	42" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	288	288	LP	\$158.00	\$45,504.00
6	54" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	82	82	LP	\$462.00	\$37,884.00
7	Type "B" 8" Storm Sewer Inlet (complete & in place Bedding and Backfill)	9	9	BA	\$8,513.00	\$76,617.00
8	Storm Sewer Man (complete & in place Bedding and Backfill) - (3'-0" Depth)	2	3	BA	\$7,284.00	\$14,568.00
9	Storm Sewer Man (complete & in place Bedding and Backfill) - (3'-0" Depth)	9	9	BA	\$7,719.00	\$69,471.00
10	Storm Sewer Man (complete & in place Bedding and Backfill) - (3'-0" Depth)	4	4	BA	\$21,807.00	\$87,228.00
11	Assembling/setting Storm Inlet structure	1	1	BA	\$8,500.00	\$8,500.00
12	Trench Safety	1,841	1,884	LP	\$2.00	\$3,768.00
					<b>Sub-Total</b>	<b>\$394,127.00</b>

Paving Plan						
#	Description	Quantity	Quantity	Unit	Amount	
		4.22.22 Plans	7.29.22 Plans			
1	Subgrade Stabilization	80797	80797	LP	\$1.90	\$153,514.30
2	7" Rein. Conc. Paving	80797	80797	LP	\$8.75	\$707,175.75
3	8" Rein. Conc. Curb	5499	5499	LP	\$9.50	\$52,240.50
4	Two Inlet Manholes	1	1	LP	\$9,000.00	\$9,000.00
5	Reinforcing Bars and Edges	1	1	LP	\$29,000.00	\$29,000.00
6	Traffic Control	1	1	LP	\$19,000.00	\$19,000.00
					<b>Sub-Total</b>	<b>\$879,866.50</b>

Other Costs						
#	Description	Quantity	Quantity	Unit	Amount	
		4.22.22 Plans	7.29.22 Plans			
1	SWPPP	1	1	LP	\$4,000.00	\$4,000.00
2	Surveying (staking)	1	1	LP	\$29,000.00	\$29,000.00
3	Material Testing	1	1	LP	\$21,000.00	\$21,000.00
4	2 year Maintenance bond for City of Trinity	0	1	LP	\$19,497.00	\$19,497.00
5	Reconstruction - Boring under TxDOT busways (if needed)	1	1	BA	\$19,000.00	N/A
					<b>Sub-Total</b>	<b>\$83,497.00</b>
					<b>Total</b>	<b>\$1,861,428.50</b>

**\*Clarifications:**

Pricing on this Unit Rate Proposal is valid for 7 days due to the uncertainty of price for piping/fittings and concrete in the weeks to follow.

Causal dewatering of Trilogy scope, due to rainwater, to an on-site discharge point clearly defined by the PROJECT ENGINEER.

Paving Subgrade elevations assumed to be +/- .10-ft. per 7.29.22 Phase I Plans

Demolition of Existing structures is excluded from this proposal.

Earthwork, Fine Grading, and Backfill of Curbs/Islands are excluded from this proposal.

Sanitary Manholes and Storm Sewer Manholes are 6-8 Week lead times.

Due to cement shortages, project duration is dependent upon raw material availability at that time.

This Proposal includes one (1) mobilization with continuous production for ALL scopes outlined above.

Excludes Permitting and Fees

Excludes Performance and Payment bond

Excludes all work associated within Phase II & III

Excludes Electrical work

Company Name: Trilogy, LLC  
 Address: 1617 Peachleaf Dr, STE 108, Houston, TX 77039  
 Phone #: 832-243-5073  
 Printed Name:

Bidder Signature:



Winfrey Estates Phase 2 - Public Trilogy Proposal REV1 10.4.22

Water Distribution System						
#	Description	Quantity 8.16.22 Price	Quantity 9.28.22 Price	Unit	Unit Price	Amount
1	4" C-900 Water Line with Tracing Wire (including fittings) - bedding and backfill	2029	2078	LF	\$58.00	\$117,726.00
2	4" C-900 Water Line with Tracing Wire (including fittings) - bedding and backfill	345	328	LF	\$42.00	\$14,490.00
3	1" 1/2" S Short Side Single Service Water Leads with Meter Boxes	0	6	EA	\$950.00	\$5,700.00
4	1" 1/2" S Long Side Single Service Water Leads with Meter Boxes	0	4	EA	\$1,500.00	\$6,000.00
5	1" 1/2" S Short Side Dual Service Water Leads with Meter Boxes	0	18	EA	\$925.00	\$16,650.00
6	1" 1/2" S Long Side Dual Service Water Leads with Meter Boxes	0	10	EA	\$1,750.00	\$17,500.00
7	4" Gate Valve w/ Box	9	12	EA	\$1,771.00	\$15,939.00
8	4" Plug Valve w/ Box	1	1	EA	\$1,500.00	\$1,500.00
9	4" Gate Valve w/ Box	4	5	EA	\$2,567.00	\$10,268.00
10	4" Plug Valve w/ Box	2	2	EA	\$4,076.00	\$8,152.00
11	Fire Hydrant Assembly	9	12	EA	\$6,288.00	\$74,616.00
12	4" C-900 Water Line Jack and Bored with 18" Casing	0	82	LF	\$280.00	\$22,960.00
					Sub-Total	\$348,302.00
Gas Distribution System						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	4" Gas Line (including fittings)	2,884	2,927	LF	\$38.00	\$111,236.00
2	4" Gas Line (including fittings)	0	280	LF	\$35.00	\$9,800.00
3	4" Ball Valve w/ Box	4	5	EA	\$2,800.00	\$14,000.00
4	4" Plug Valve w/ Box	3	3	EA	\$2,800.00	\$8,400.00
5	Gas Line Backfill & Grade	2,884	2,927	LF	\$3.00	\$8,681.00
					Sub-Total	\$150,117.00
Waste Water Collection System						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	4" PVC 154.25 Sanitary Sewer (15' Maximum Depth)	2256	2256	LF	\$62.00	\$140,032.00
2	4" PVC 154.25 Short Side Sanitary Sewer Service Leads	24	24	EA	\$1,400.00	\$33,600.00
3	4" PVC 154.25 Long Side Sanitary Sewer Service Leads	26	26	EA	\$1,400.00	\$36,400.00
4	Sanitary Sewer Manhole (5-8' Depth)	12	12	EA	\$4,546.00	\$54,552.00
5	Sanitary Sewer Manhole (5-10' Depth)	3	3	EA	\$7,881.00	\$23,643.00
6	Trench Safety	6537	6537	LF	\$1.00	\$6,537.00
					Sub-Total	\$294,564.00
Storm Water Collection System						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	120	120	LF	\$115.00	\$13,800.00
2	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	413	413	LF	\$141.00	\$58,413.00
3	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	293	293	LF	\$188.00	\$55,064.00
4	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	87	87	LF	\$228.00	\$19,836.00
5	Type "B-4" Storm Sewer Inlet (complete & in place - bedding and backfill)	33	33	EA	\$6,518.00	\$215,100.00
6	Storm Sewer MH (complete & in place - bedding and backfill) - (5-8' Depth)	2	2	EA	\$7,086.00	\$14,172.00
7	Storm Sewer MH (complete & in place - bedding and backfill) - (5-10' Depth)	6	6	EA	\$7,788.00	\$46,728.00
8	Trench Safety	849	849	LF	\$1.00	\$849.00
					Sub-Total	\$532,122.00
Paving Plan						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	Subgrade Stabilization	68122	68122	SF	\$0.95	\$64,715.90
2	1" Rebar, Conc. Paving	68122	68122	SF	\$7.95	\$540,159.90
3	4" Rebar, Conc. Curb	4976	4976	LF	\$3.30	\$16,420.80
4	Posting, Barriers and Signs	1	1	LS	\$17,500.00	\$17,500.00
5	Traffic Control	1	1	LS	\$8,000.00	\$8,000.00
					Sub-Total	\$644,837.00
Other Costs						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	Hydro-mulch	0	22	AC	\$2,880.00	\$63,360.00
2	Pipe Grouting cuts for Positive Drainage	56	56	EA	\$200.00	\$11,200.00
3	Surveying (Staking)	1	1	LS	\$13,000.00	\$13,000.00
4	Materials Testing	1	1	LS	\$16,000.00	\$16,000.00
5	1 year Maintenance Bond	1	1	LS	\$11,417.00	\$11,417.00
					Sub-Total	\$94,977.00
					Total	\$1,797,388.00

**\*Clarifications:**  
Pricing on this Unit Rate Proposal is valid for 7 days due to the uncertainty of price for piping/fittings and concrete in the weeks to follow.  
Casual dewatering of Trilogy scope, due to rainwater, to an on-site discharge point clearly defined by the OWNER/ENGINEER.  
Paving Subgrade elevations assumed to be +/- .10-ft. per 7.29.22 Phase I Plans  
Quantities and Prices per IFA plans dated 9.16.22  
Demolition of Existing structures is excluded from this proposal - Not to include the relocation/modification of existing storm structures per plans.  
Sanitary Manholes and Storm Sewer Manholes are 5-8 Week lead times.  
Tees, Leads, and Caps included for future tie-ins at Gas Lines  
Due to cement shortages, project duration is dependent upon raw material availability at that time.  
This Proposal includes one (1) mobilization with continuous production for ALL scopes outlined above.  
Excludes Permitting and Fees  
Excludes Performance and Payment bond  
Excludes Electrical work  
Excludes Service Leads for City of Tomball TS&V per Lot

Company Name: Trilogy, LLC  
Address: 1617 Peachleaf St, STE 108; Houston, TX 77059  
Phone #: 832-243-5073





Winfrey Estates Phase 3 - Public Trilogy Proposal 1.19.23 REV. 2

Water Distribution System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	8" C-402 Water Line (Including Fittings - Bedding and Backfill)	1,229	2,226	LF	\$67.30	\$98,625.00
2	8" C-402 Water Line (Including Fittings - Bedding and Backfill)	974	976	LF	\$61.30	\$59,696.00
3	2" SDR 9 Short Side Single Service Water Leaks w/ Meter Boxes	0	7	EA	\$800.00	\$5,600.00
4	2" SDR 9 Long Side Single Service Water Leaks w/ Meter Boxes	0	4	EA	\$1,900.00	\$7,600.00
5	2" SDR 9 Short Side Dual Service Water Leaks w/ Meter Boxes	0	6	EA	\$826.00	\$4,956.00
6	2" SDR 9 Long Side Dual Service Water Leaks w/ Meter Boxes	0	15	EA	\$1,780.00	\$26,700.00
7	8" Gate Valve w/ Box	6	6	EA	\$1,771.00	\$10,626.00
8	8" Gate Valve w/ Box	9	9	EA	\$2,947.00	\$26,523.00
9	Flow Hydrant Assembly	6	6	EA	\$6,249.00	\$37,494.00
10	8" Water Line Jack and Bore w/ 12" Casing	80	80	LF	\$298.00	\$23,840.00
<b>Sub-Total</b>						<b>\$227,416.00</b>

Gas Distribution System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	2" Gas Line (Including Fittings)	827	827	LF	\$26.00	\$21,502.00
2	4" Gas Line (Including Fittings)	1,249	1,249	LF	\$19.00	\$23,731.00
3	4" Ball Valve w/ Box	4	4	EA	\$2,820.00	\$11,280.00
4	4" Gas Line Jack and Bore w/ 12" Casing	80	80	LF	\$219.00	\$17,520.00
5	Gas Line Backfill & Gravel	9,282	9,282	LF	\$9.00	\$83,538.00
<b>Sub-Total</b>						<b>\$116,281.00</b>

Waste Water Collection System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	8" PVC SDR 26 Sanitary Sewer (12' Maximum Depth)	998	991	LF	\$61.30	\$61,180.00
2	12" PVC SDR 26 Sanitary Sewer (27' Maximum Depth)	1,361	1,345	LF	\$129.00	\$175,497.00
3	8" PVC SDR 26 Short Side Sanitary Sewer Service Leaks	19	19	EA	\$1,900.00	\$36,100.00
4	8" PVC SDR 26 Long Side Sanitary Sewer Service Leaks	18	18	EA	\$6,450.00	\$116,100.00
5	Sanitary Sewer Manhole (6'-12" Depth)	12	12	EA	\$7,881.00	\$94,572.00
6	Manhole Coating (All Phases)	1	1	LS	\$11,074.00	\$11,074.00
7	Trench Safety	2989	2988	LF	\$2.00	\$5,976.00
<b>Sub-Total</b>						<b>\$362,999.00</b>

Storm Water Collection System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	12" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	99	99	LF	\$129.00	\$12,781.00
2	18" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	608	606	LF	\$291.00	\$176,718.00
3	24" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	70	70	LF	\$146.00	\$10,220.00
4	36" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	629	629	LF	\$229.00	\$143,947.00
5	Type "B" 48" Storm Sewer (complete & to place Bedding and Backfill)	7	7	EA	\$6,919.00	\$48,433.00
6	Storm Sewer MH (complete & to place Bedding and Backfill) - (6'-6" Depth)	1	0	EA	\$7,288.00	\$7,288.00
7	Storm Sewer MH (complete & to place Bedding and Backfill) - (9'-0" Depth)	3	3	EA	\$7,749.00	\$23,247.00
8	Storm Sewer MH (complete & to place Bedding and Backfill) - (12'-0" Depth)	1	1	EA	\$21,807.00	\$21,807.00
9	Trench Safety	1,298	1,298	LF	\$2.00	\$2,596.00
<b>Sub-Total</b>						<b>\$372,997.00</b>

Paving Plan						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	Subgrade Stabilization	4115	42115	SF	\$0.90	\$37,035.00
2	2" Rein. Conc. Paving	42115	42115	SF	\$7.89	\$331,494.00
3	4" Rein. Conc. Curb	4766	4766	LF	\$6.92	\$32,989.00
4	Striping, Markers and Signs	1	1	LS	\$14,900.00	\$14,900.00
5	Traffic Control	1	1	LS	\$7,900.00	\$7,900.00
<b>Sub-Total</b>						<b>\$473,323.00</b>

Other Costs						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	Flow Measuring Lids for Positive Drainage	97	97	EA	\$200.00	\$19,400.00
2	Surveying (Existing)	1	1	LS	\$14,000.00	\$14,000.00
3	Materials Testing	1	1	LS	\$14,000.00	\$14,000.00
4	2 year Maintenance Bond	1	1	LS	\$19,497.00	\$19,497.00
5	Point Settlement - Ph. 1 Bero Plan Change	1	1	LS	\$99,900.00	\$99,900.00
6	Hydro Munch (in lieu of Curb MH Removal)	1	1	LS	\$14,900.00	\$14,900.00
7	Utility Spools	1	1	LS	\$48,909.00	\$48,909.00
<b>Sub-Total</b>						<b>\$409,605.00</b>
<b>Total</b>						<b>\$1,960,877.00</b>

**\*Clarifications:**  
Pricing on this Unit Rate Proposal is valid for **7 days** due to the uncertainty of price for piping/fittings and concrete in the weeks to follow.  
Casual dewatering of Trilogy scope, due to rainwater, to an on-site discharge point clearly defined by the **OWNER/ENGINEER**.  
Paving Subgrade elevations assumed to be +/- .10-ft. per 10.6.22 Phase III Plans  
Quantities and Prices per IFC plans dated 10.6.22  
Demolition of existing structures is excluded from this proposal - Not to include the relocation/modification of existing storm structures per plans.  
Sanitary Manholes and Storm Sewer Manholes are 6-8 Week lead times.  
Sanitary Sewer services to remain underground and plugged at 4" Wye at termination point on drawings per ATE's email confirmation dated 12.14.22  
Due to cement shortages, project duration is dependent upon raw material availability at that time.  
This Proposal includes one (1) mobilization with continuous production for ALL scopes outlined above.  
Exclude Permitting and Fees  
Exclude Performance and Payment bond  
Exclude Electrical work

Company Name: Trilogy, LLC  
Address: 1617 Peachleaf St, STE 108; Houston, TX 77009  
Phone #: 832-243-5073



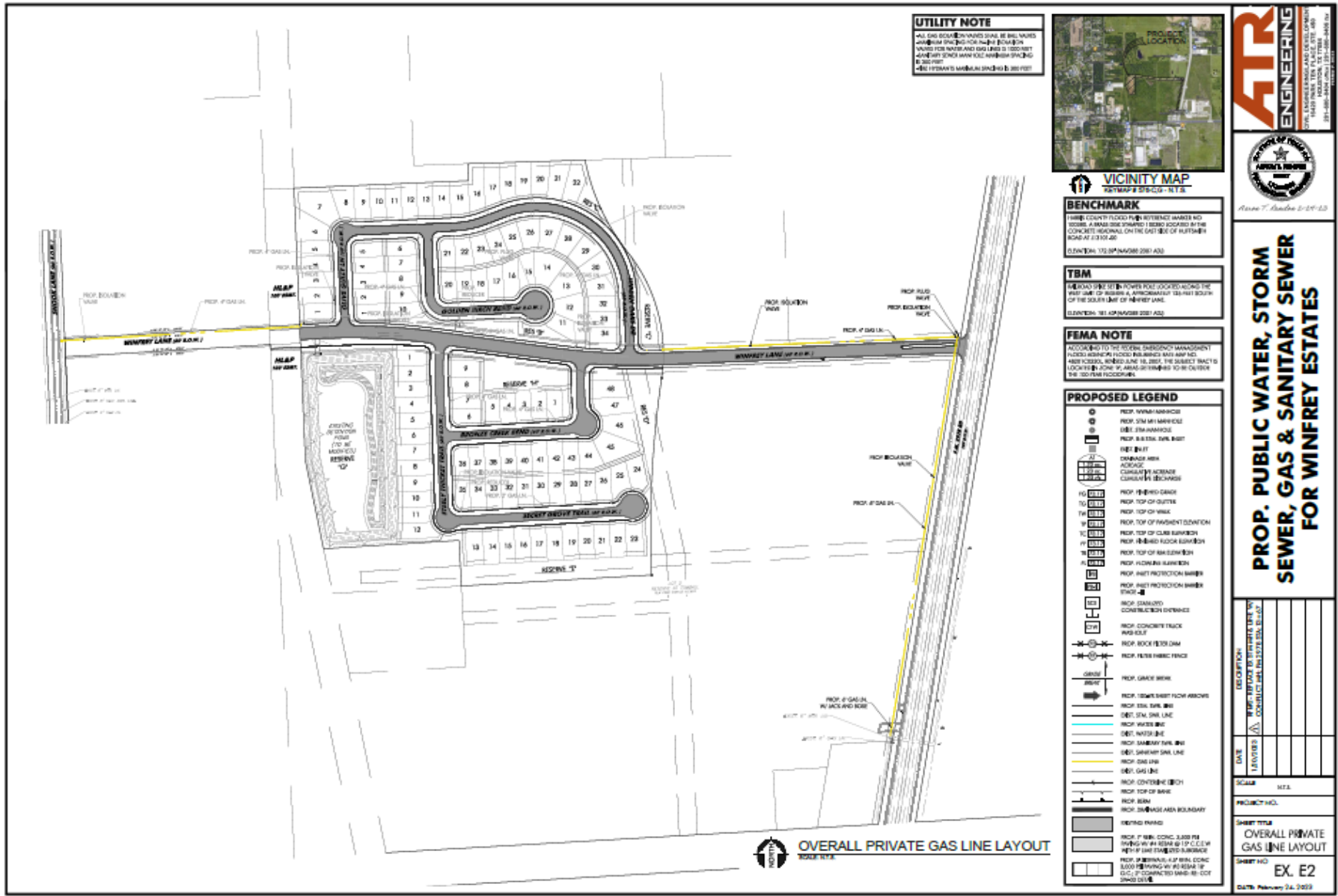


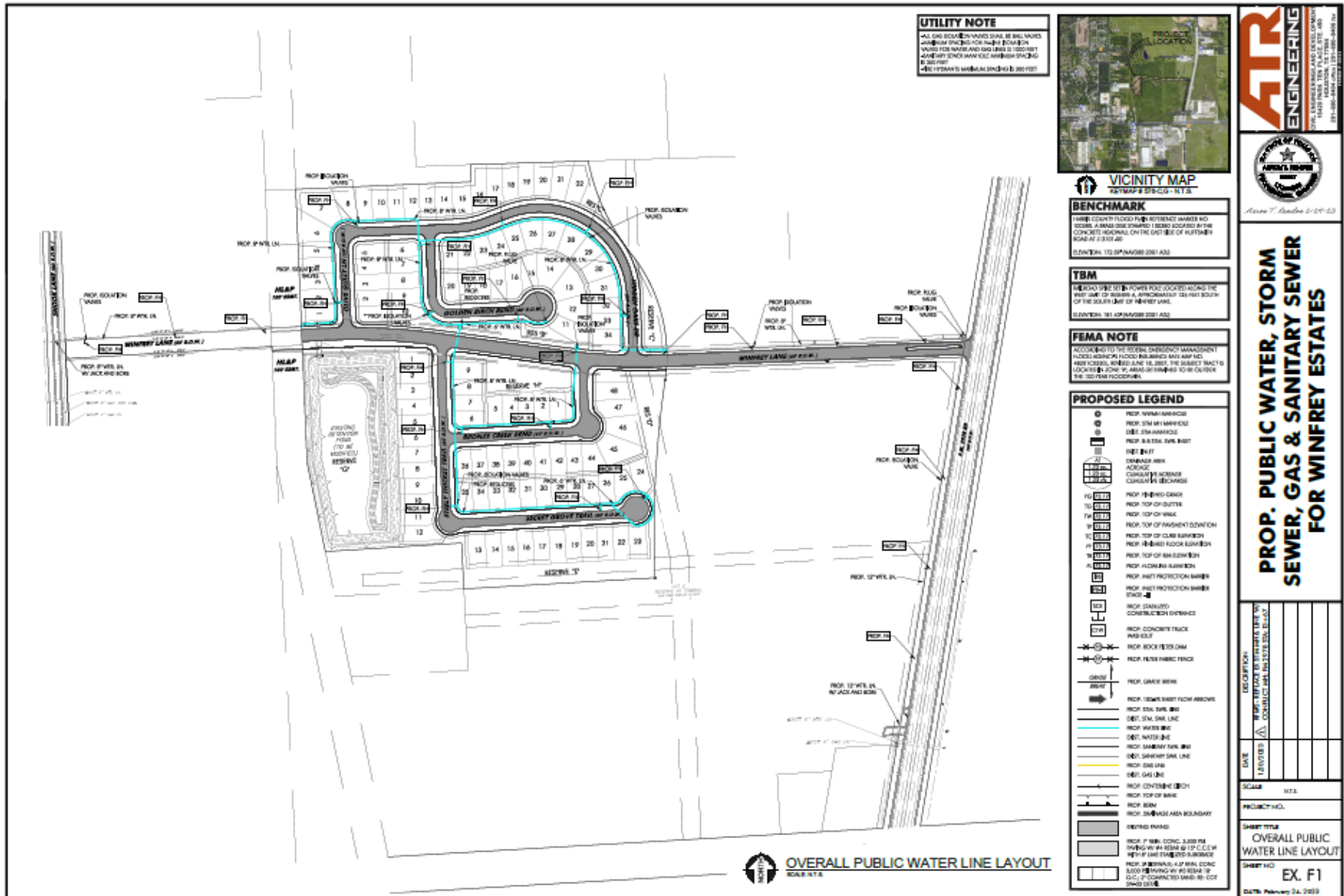




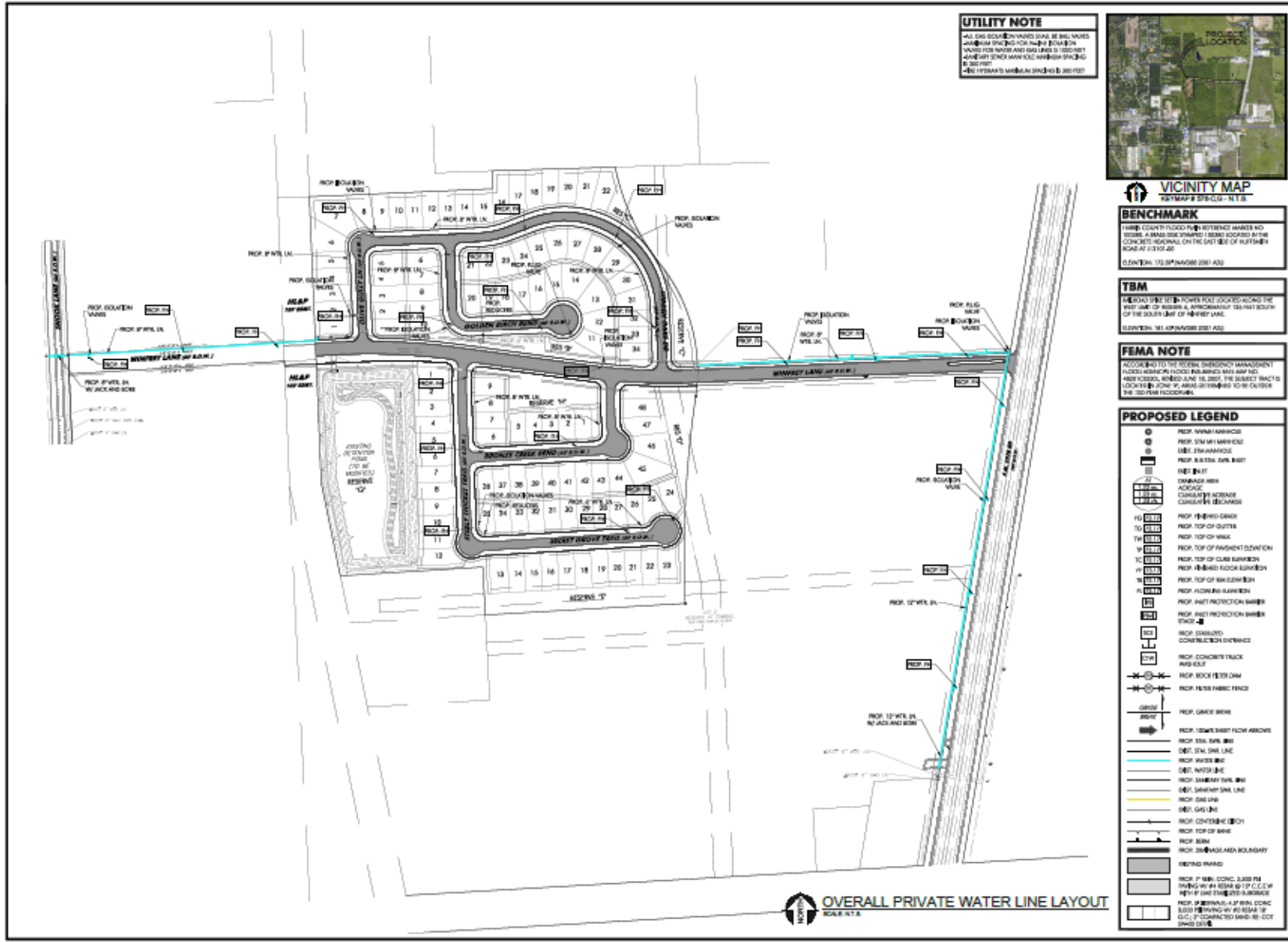














**ATR ENGINEERING**  
 1000 W. STATE ST. SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.8888  
 FAX: 303.733.8889  
 WWW.ATR-ENGINEERING.COM



Robert T. Anderson, P.E. No. 1247-23

**VICINITY MAP**  
 NORTHWEST CORNER OF P-1



**BENCHMARK**

1888 COUNTY FLOOD PUMP REFERENCE MARKER NO. 1888 IS A BENCH MARK POINT LOCATED IN THE CONCRETE MEDIAN ON THE EAST SIDE OF HUBBARD ROAD AT 23.000 ASL.

ELEVATION: 72.30' NAVD83 (2011 ASL)

**TBM**

1888 COUNTY FLOOD PUMP REFERENCE MARKER NO. 1888 IS A BENCH MARK POINT LOCATED IN THE CONCRETE MEDIAN ON THE EAST SIDE OF HUBBARD ROAD AT 23.000 ASL.

ELEVATION: 72.30' NAVD83 (2011 ASL)

**FEMA NOTE**

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD HAZARD MAP (FIRM) NO. 70057R0001A, DATED JUNE 18, 2004, THE SUBJECT TRACT IS LOCATED IN ZONE X, AN UNDESIGNATED FLOOD HAZARD AREA.

**PROPOSED LEGEND**

	PROP. WATER MAIN

**DATE** 1/24/2023

**SCALE** 1"=40'

**PROJECT NO.** 2022-001

**SHEET TITLE** OVERALL PRIVATE WATER LINE LAYOUT

**SHEET NO.** EX. F2

**DATE** February 24, 2023

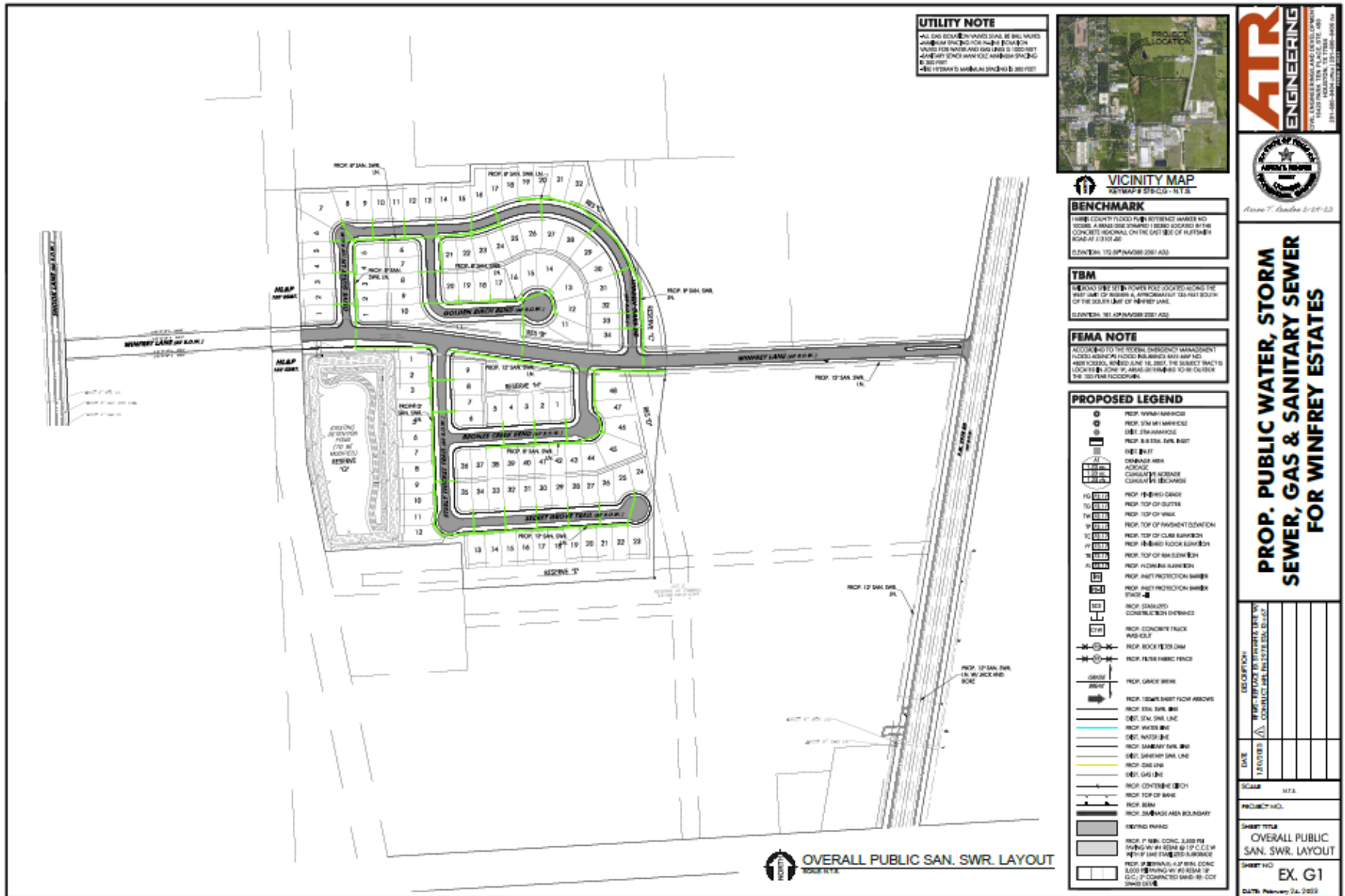










Exhibit K

Amenities for Winfrey Estates

- A 2,700 square foot amenity center / clubhouse
- Pool with restrooms
- Pickle Ball Court
- Bocci Ball Court



## **APPENDIX B – BUYER DISCLOSURES**

Buyer disclosures for the following Lot Types are found in this Appendix:

- Initial Parcel
- Lot Type 1

**WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT – INITIAL PARCEL BUYER  
DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,261,000.00**

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 the *Winfrey Estates Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.



## ANNUAL INSTALLMENTS - INITIAL PARCEL

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest <sup>[b]</sup>	Debt Service Reserve Fund	Annual Collection Costs	Total Annual Installment <sup>[c]</sup>
2024	\$ 37,000.00	\$ 424,551.45	\$ -	\$ -	\$ 46,780.00	\$ 508,331.45
2025	\$ 98,000.00	\$ 363,481.60	\$ -	\$ -	\$ 47,715.60	\$ 509,197.20
2026	\$ 103,000.00	\$ 357,758.40	\$ -	\$ -	\$ 48,669.91	\$ 509,428.31
2027	\$ 108,000.00	\$ 351,743.20	\$ -	\$ -	\$ 49,643.31	\$ 509,386.51
2028	\$ 113,000.00	\$ 345,436.00	\$ -	\$ -	\$ 50,636.18	\$ 509,072.18
2029	\$ 119,000.00	\$ 338,836.80	\$ -	\$ -	\$ 51,648.90	\$ 509,485.70
2030	\$ 125,000.00	\$ 331,887.20	\$ -	\$ -	\$ 52,681.88	\$ 509,569.08
2031	\$ 131,000.00	\$ 324,587.20	\$ -	\$ -	\$ 53,735.52	\$ 509,322.72
2032	\$ 138,000.00	\$ 316,936.80	\$ -	\$ -	\$ 54,810.23	\$ 509,747.03
2033	\$ 145,000.00	\$ 308,877.60	\$ -	\$ -	\$ 55,906.43	\$ 509,784.03
2034	\$ 152,000.00	\$ 300,409.60	\$ -	\$ -	\$ 57,024.56	\$ 509,434.16
2035	\$ 160,000.00	\$ 291,532.80	\$ -	\$ -	\$ 58,165.05	\$ 509,697.85
2036	\$ 168,000.00	\$ 282,188.80	\$ -	\$ -	\$ 59,328.35	\$ 509,517.15
2037	\$ 177,000.00	\$ 272,377.60	\$ -	\$ -	\$ 60,514.92	\$ 509,892.52
2038	\$ 186,000.00	\$ 262,040.80	\$ -	\$ -	\$ 61,725.22	\$ 509,766.02
2039	\$ 195,000.00	\$ 251,178.40	\$ -	\$ -	\$ 62,959.72	\$ 509,138.12
2040	\$ 205,000.00	\$ 239,790.40	\$ -	\$ -	\$ 64,218.92	\$ 509,009.32
2041	\$ 216,000.00	\$ 227,818.40	\$ -	\$ -	\$ 65,503.29	\$ 509,321.69
2042	\$ 227,000.00	\$ 215,204.00	\$ -	\$ -	\$ 66,813.36	\$ 509,017.36
2043	\$ 239,000.00	\$ 201,947.20	\$ -	\$ -	\$ 68,149.63	\$ 509,096.83
2044	\$ 252,000.00	\$ 187,989.60	\$ -	\$ -	\$ 69,512.62	\$ 509,502.22
2045	\$ 265,000.00	\$ 173,272.80	\$ -	\$ -	\$ 70,902.87	\$ 509,175.67
2046	\$ 279,000.00	\$ 157,796.80	\$ -	\$ -	\$ 72,320.93	\$ 509,117.73
2047	\$ 294,000.00	\$ 141,503.20	\$ -	\$ -	\$ 73,767.35	\$ 509,270.55
2048	\$ 310,000.00	\$ 124,333.60	\$ -	\$ -	\$ 75,242.69	\$ 509,576.29
2049	\$ 326,000.00	\$ 106,229.60	\$ -	\$ -	\$ 76,747.55	\$ 508,977.15
2050	\$ 344,000.00	\$ 87,191.20	\$ -	\$ -	\$ 78,282.50	\$ 509,473.70
2051	\$ 362,000.00	\$ 67,101.60	\$ -	\$ -	\$ 79,848.15	\$ 508,949.75
2052	\$ 382,000.00	\$ 45,960.80	\$ -	\$ -	\$ 81,445.11	\$ 509,405.91
2053	\$ 405,000.00	\$ 23,652.00	\$ -	\$ (461,551)	\$ 83,074.01	\$ 50,174.56
<b>Total</b>	<b>\$ 6,261,000.00</b>	<b>\$ 7,123,615.45</b>	<b>\$ -</b>	<b>\$ (461,551)</b>	<b>\$ 1,897,774.75</b>	<b>\$ 14,820,838.75</b>

**Footnotes:**

[a] Interest is calculated at a rate of 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.80% as of June 20, 2023, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The numbers 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.

**WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER  
DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$55,407.08**

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 the *Winfrey Estates Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.



## ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest <sup>[b]</sup>	Debt Service Reserve Fund	Annual Collection Costs	Total Annual Installment Due <sup>[c]</sup>
2024	\$ 327.43	\$ 3,757.09	\$ -	\$ -	\$ 413.98	\$ 4,498.51
2025	\$ 867.26	\$ 3,216.65	\$ -	\$ -	\$ 422.26	\$ 4,506.17
2026	\$ 911.50	\$ 3,166.00	\$ -	\$ -	\$ 430.71	\$ 4,508.22
2027	\$ 955.75	\$ 3,112.77	\$ -	\$ -	\$ 439.32	\$ 4,507.85
2028	\$ 1,000.00	\$ 3,056.96	\$ -	\$ -	\$ 448.11	\$ 4,505.06
2029	\$ 1,053.10	\$ 2,998.56	\$ -	\$ -	\$ 457.07	\$ 4,508.72
2030	\$ 1,106.19	\$ 2,937.05	\$ -	\$ -	\$ 466.21	\$ 4,509.46
2031	\$ 1,159.29	\$ 2,872.45	\$ -	\$ -	\$ 475.54	\$ 4,507.28
2032	\$ 1,221.24	\$ 2,804.75	\$ -	\$ -	\$ 485.05	\$ 4,511.04
2033	\$ 1,283.19	\$ 2,733.43	\$ -	\$ -	\$ 494.75	\$ 4,511.36
2034	\$ 1,345.13	\$ 2,658.49	\$ -	\$ -	\$ 504.64	\$ 4,508.27
2035	\$ 1,415.93	\$ 2,579.94	\$ -	\$ -	\$ 514.73	\$ 4,510.60
2036	\$ 1,486.73	\$ 2,497.25	\$ -	\$ -	\$ 525.03	\$ 4,509.00
2037	\$ 1,566.37	\$ 2,410.42	\$ -	\$ -	\$ 535.53	\$ 4,512.32
2038	\$ 1,646.02	\$ 2,318.95	\$ -	\$ -	\$ 546.24	\$ 4,511.20
2039	\$ 1,725.66	\$ 2,222.82	\$ -	\$ -	\$ 557.17	\$ 4,505.65
2040	\$ 1,814.16	\$ 2,122.04	\$ -	\$ -	\$ 568.31	\$ 4,504.51
2041	\$ 1,911.50	\$ 2,016.09	\$ -	\$ -	\$ 579.68	\$ 4,507.27
2042	\$ 2,008.85	\$ 1,904.46	\$ -	\$ -	\$ 591.27	\$ 4,504.58
2043	\$ 2,115.04	\$ 1,787.14	\$ -	\$ -	\$ 603.09	\$ 4,505.28
2044	\$ 2,230.09	\$ 1,663.62	\$ -	\$ -	\$ 615.16	\$ 4,508.87
2045	\$ 2,345.13	\$ 1,533.39	\$ -	\$ -	\$ 627.46	\$ 4,505.98
2046	\$ 2,469.03	\$ 1,396.43	\$ -	\$ -	\$ 640.01	\$ 4,505.47
2047	\$ 2,601.77	\$ 1,252.24	\$ -	\$ -	\$ 652.81	\$ 4,506.82
2048	\$ 2,743.36	\$ 1,100.30	\$ -	\$ -	\$ 665.86	\$ 4,509.52
2049	\$ 2,884.96	\$ 940.08	\$ -	\$ -	\$ 679.18	\$ 4,504.22
2050	\$ 3,044.25	\$ 771.60	\$ -	\$ -	\$ 692.77	\$ 4,508.62
2051	\$ 3,203.54	\$ 593.82	\$ -	\$ -	\$ 706.62	\$ 4,503.98
2052	\$ 3,380.53	\$ 406.73	\$ -	\$ -	\$ 720.75	\$ 4,508.02
2053	\$ 3,584.07	\$ 209.31	\$ -	\$ (4,084.53)	\$ 735.17	\$ 444.02
<b>Total</b>	<b>\$ 55,407.08</b>	<b>\$ 63,040.84</b>	<b>\$ -</b>	<b>\$ (4,084.53)</b>	<b>\$ 16,794.47</b>	<b>\$ 131,157.87</b>

**Footnotes:**

[a] Interest is calculated at a rate of 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.80% as of June 20, 2023, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The numbers 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: July 3, 2023

**Topic:**

Consideration to approve Resolution 2023-32, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Raburn Reserve Public Improvement District Improvement Area Three (IA#3); Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.

**Background:**

Resolution 2023-32 accepts the Preliminary Service and Assessment Plan for the Raburn Reserve Public Improvement District (TPID 10), Improvement Area Three (IA#3) and sets the date for the Public Hearing on the proposed levy of assessments for August 7, 2023.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving Resolution 2023-32 and calling for the Public Hearing on August 7, 2023.

**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

**RESOLUTION NO. 2023-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN THE RABURN RESERVE 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**, on July 26, 2019, Raburn Commercial Resources, LLC a Texas limited liability company (the "*Petitioner*"), the owner of approximately 103.7 acres within the corporate limits of the City, submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID to be known as the Reserve at Raburn Public Improvement District (the "*District*") within the corporate limits of the City; and

**WHEREAS**, on July 26, 2019, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the proposed boundaries of the District that was liable for assessment, and as such, the Petition complies with the Act; and

**WHEREAS**, the City Council approved the creation of the PID by Resolution approved on October 7, 2019 as amended on November 4, 2019 and December 7, 2020 to add additional land pursuant to notice and public hearings (collectively 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 each such publication; and

**WHEREAS**, on February 7, 2022 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto;

**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 has directed the preparation of a Preliminary Service and Assessment Plan (the "*Preliminary Plan*"), for certain public improvements within Improvement Area #3 (the "*Authorized Improvements*") of the District. The 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 Authorized Improvements within Improvement Area #3; and

**WHEREAS**, the Preliminary Plan also includes assessment plans that apportion the cost of an Authorized Improvement to be assessed against property within Improvement Area #3 of the District and such apportionment is made on the basis of special benefits accruing to the

assessed property within Improvement Area #3 of the District because of the Authorized Improvements; and

**WHEREAS**, the City Council also directed the preparation of an assessment roll for the District that states the assessment against each parcel of land within Improvement Area #3 of 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 Authorized Improvements for Improvement Area #3 of the District, 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 Improvement Area #3 of the District, pursuant to Section 372.016 of the Act; and

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

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

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

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

Section 2. Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the “Public Hearing”) for 6:00 p.m. on August 7, 2023 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 Improvement Area #3 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 7, 2023 meeting of the City Council.

**PASSED AND APPROVED AT THE MEETING OF THE CITY COUNCIL HELD ON THE \_\_\_\_ DAY OF JULY 2023.**

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary



# Raburn Reserve Public Improvement District

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2023 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
JULY 3, 2023



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## INTRODUCTION

Capitalized terms used in this 2023 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2023 Amended and Restated 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 2023 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2023 Amended and Restated Service and Assessment Plan for all purposes.

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 105.05 acres.

On September 21, 2020, the City adopted Ordinance No. 2020-26 approving the 2020 Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District. The Ordinance also levied assessments against benefited properties within Improvement Area #1 of the District and established a lien on such properties.

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amended and restated 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.

On August 1, 2022, the City approved Ordinance No. 2022-26 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated Assessment Rolls for 2022.

On October 3, 2022, the City approved Ordinance No. 2022-33 approving the 2022 Amended and Restated Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which serves to amend and restate the 2021 Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2020 Annual Service and Assessment Plan) in its entirety for the purposes of (1) identifying the Improvement Area #2 Improvements, (2) levying the Improvement Area #2 Assessment, (3) incorporating provisions

relating to the City's issuance of the Improvement Area #2 Bonds and (3) and updating the Assessment Rolls.

On October 3, 2022, the City Council adopted Ordinance No. 2022-36, which approved the issuance of the Improvement Area #1 Series 2022 Bonds.

On October 3, 2022, the City Council adopted Ordinance No. 2022-37, which approved the issuance of the Improvement Area #2 Series 2022 Bonds.

On August 21, 2023, the City approved Ordinance No. 2023-xx approving this 2023 Amended and Restated Service and Assessment Plan for the District by adopting the 2023 Assessment Ordinance, which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2022 Annual Service and Assessment Plan, 2021 Annual Service Plan Update and 2020 Service and Assessment Plan) in its entirety for the purposes of (1) identifying the Improvement Area #3 Improvements, (2) levying the Improvement Area #3 Assessment, (3) incorporating provisions relating to the City's issuance of the Improvement Area #3 Bonds and (3) and updating the Assessment Rolls.

On August 21, 2023, the City Council adopted Ordinance No. 2023-xx, which approved the issuance of the Improvement Area #2 Series 2023 Bonds.

On August 21, 2023, the City Council adopted Ordinance No. 2023-xx, which approved the issuance of the Improvement Area #3 Series 2023 Bonds.

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 110.12 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2023 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #2 Series 2023 Bonds and the Improvement Area #3 Series 2023 Bonds, incorporating provisions relating to the City's Improvement Area #3 Reimbursement Obligation and (3) updating the Assessment Rolls.

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

the updated Improvement Area #2 Assessment Roll is contained in **Exhibit H**. The Improvement Area #3 Assessment Roll is contained in **Exhibit J**.

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 Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.



## SECTION I: DEFINITIONS

**“2020 Service and Assessment Plan”** means the original Service and Assessment Plan approved by City Council on September 21, 2020.

**“2021 Annual Service Plan Update”** means the Annual Service Plan Update to the 2020 Service and Assessment Plan approved by City Council on August 16, 2021.

**“2022 Annual Service Plan Update”** means the Annual Service Plan Update to the 2021 Service and Assessment Plan approved by City Council on August 1, 2022.

**“2022 Amended and Restated Service and Assessment Plan”** means the Amended and Restated Service and Assessment Plan which serves to amend and restate the 2020 Service and Assessment Plan, as updated by the 2021 Annual Service Plan Update and the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2022 Bonds and Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City’s Improvement Area #2 Reimbursement Obligation and (3) updating the Assessment Rolls.

**“2023 Annual Service Plan Update”** means the Annual Service Plan Update to the 2022 Amended & Restated Service and Assessment Plan approved by City Council on July 17, 2023.

**“2023 Amended and Restated Service and Assessment Plan”** means this Amended and Restated Service and Assessment Plan which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2023 Bonds and the Improvement Area #3 Series 2023 Bonds, incorporating provisions relating to the City’s Improvement Area #3 Reimbursement Obligation and (3) updating the Assessment Rolls.

**“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 2023 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of

such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

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

**“Additional Interest Rate”** means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Improvement Area #3 Assessments securing the Improvement Area #3 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this 2023 Amended and Restated 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 costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, 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 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, the administration of the Improvement Area #2 Reimbursement Agreement, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. 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 2023 Amended and Restated 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-Benefited Property.

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

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

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

**“Assessment Roll”** means the assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2023 Amended and Restated Service and Assessment Plan as **Exhibit F**, the Improvement Area #2 Assessment Roll is included as **Exhibit H** and the Improvement Area #3 Assessment Roll is included as **Exhibit J**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including First Year Annual Collection Costs and Bond Issuance Costs, as described in **Section III**.

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

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

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

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

**“Delinquency and Prepayment Reserve Fund”** means the funds established pursuant to the Indenture where the Additional Interest will be deposited.

**“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 2023 Amended and Restated 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 HT Raburn Reserve Development, L.P. a Texas limited partnership, and any successor developer of property in the District or any portion thereof.

**“Development Agreement”** means that certain Raburn Reserve Development Agreement between the City and the Developer dated as of October 7, 2019, as amended by that certain First Amendment to Raburn Reserve Development Agreement effective June 15, 2020.

**“District”** means the Raburn Reserve Public Improvement District containing approximately 110.12 acres located within the City as shown on **Exhibit B** and more specifically described on **Exhibit A-1**.

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

**“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 for the first year following the levy of Assessments.

**“Improvement Area”** means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and Improvement Area #3 that are specifically defined and designated as a phase of the District.

**“Improvement Area #1”** means approximately 38.50 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #1 Plat attached as **Exhibit R**.

**“Improvement Area #1 Series 2020 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2020 (Raburn Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Series 2022 Bonds”** mean those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn 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.

**“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 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #1.

**“Improvement Area #1 Plat”** means the plat recorded in the Official Public Records of the County on August 12, 2020 and attached as **Exhibit R**.

**“Improvement Area #2”** means approximately 35.15 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #2 Plat attached as **Exhibit S**.

**“Improvement Area #2 Annual Installment”** means the annual installment payment on the Improvement Area #2 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.

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 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 #2 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #2.

**“Improvement Area #2 Plat”** means the plat recorded in the Official Public Records of the County on February 18, 2022 and attached as **Exhibit S**.

**“Improvement Area #2 Series 2022 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Series 2023 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #3”** means approximately 33.7724 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #3 Plat attached as **Exhibit T**.

**“Improvement Area #3 Additional Bonds”** means those PID Bonds that are anticipated to be issued to refund the Improvement Area #3 Reimbursement Obligation that are secured by Improvement Area #3 Assessments.

**“Improvement Area #3 Annual Installment”** means the annual installment payment on the Improvement Area #3 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. The Additional Interest Rate is not charged on Improvement Area #3 Assessments securing the Improvement Area #3 Reimbursement Obligation.

**“Improvement Area #3 Assessed Property”** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**“Improvement Area #3 Assessment”** means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 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 #3 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #3.

**“Improvement Area #3 Plat”** means the plat recorded in the Official Public Records of the County on and attached as **Exhibit T**.

**“Improvement Area #3 Reimbursement Agreement”** means that certain “Raburn Reserve Public Improvement District Improvement Area #3 Acquisition and Reimbursement Agreement” effective August 21, 2023 entered into by and between the City and Developer, whereby all or a portion of the Actual Costs as set forth herein will be paid to the Developer from Improvement Area #3 Assessments to reimburse the Developer for Actual Costs paid by the Developer, that are eligible to be paid with Improvement Area #3 Assessments plus interest.

**“Improvement Area #3 Reimbursement Obligation”** means an amount not to exceed \$2,308,000 secured by Improvement Area #3 Assessments to be paid to Developer pursuant to the Improvement Area #3 Reimbursement Agreement.



**“Improvement Area #3 Series 2023 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #3)”, that are secured by Improvement Area #3 Assessments.

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

**“Lot”** means a tract of land upon which the levy of Assessments is based in this 2023 Amended and Restated 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 residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 2”** means a residential Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 3”** means a residential Lot within Improvement Area #3 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 141-629-002-010”** means a residential Lot within Improvement Area #1 that was previously classified as a Lot Type 1 for which the Assessment levied against it has been partially prepaid.

**“Maximum Assessment”** means for each Lot Type within the District, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit L**.

**“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 bonds issued by the City to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof; and include Improvement Area #1 Series 2020 Bonds, Improvement Area #1 Series 2022 Bonds, Improvement Area #2 Series 2022 Bonds, Improvement Area #2 Series 2023 Bonds, and Improvement Area #3 Series 2023 Bonds.

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

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

**“Reimbursement Agreement”** means any reimbursement agreement, including the Improvement Area #3 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.

**“Residential Lot”** means a Lot designed to include a residential home within a final subdivision plat and as determined by the Administrator and confirmed by the City Council.

**“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 110.12 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**. Development of the District is anticipated to include approximately 391 single-family homes, as shown on **Exhibit L**.

Improvement Area #1 includes approximately 38.50 acres as more particularly described in **Exhibit A-1** and depicted on **Exhibit B** and the Improvement Area #1 Plat on **Exhibit R**. Development of Improvement Area #1 contains 133 single-family homes.

Improvement Area #2 includes approximately 35.15 acres as more particularly described in **Exhibit A-2** and depicted on **Exhibit B** and the Improvement Area #2 Plat on **Exhibit S**. Development of Improvement Area #2 is anticipated to contain 118 single-family homes.

Improvement Area #3 includes approximately 33.7724 acres as more particularly described in **Exhibit A-3** and depicted on **Exhibit B** and the Improvement Area #3 Plat on **Exhibit T**. Development of Improvement Area #3 is anticipated to contain 140 single-family homes.

## 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**.

### A. Improvement Area #1 Improvements

#### ▪ *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, and retaining walls. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. 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, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater services 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, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

## **B. Improvement Area #2 Improvements**

- *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. 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 including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. 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 including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The 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, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

### **C. Improvement Area #3 Improvements**

- *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. 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 including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. 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 including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The 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, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

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

Equals the estimated cost of first year District administration.

#### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

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

- *Underwriter's Discount*

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

- *Deposit to Delinquency and Prepayment Reserve Fund*

Includes initial deposit to Delinquency and Prepayment Reserve Fund.

- *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.

Upon completion of construction of the Authorized Improvements, any cost underruns within a line item of Authorized Improvements, may be available to pay cost overruns on any other Authorized Improvement line item with the approval of the City; such changes shall be set forth in an Annual Service Plan Update.

#### **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 District Formation Expenses and Bond Issuance 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 on review by the City staff and by third-party consultants retained by the City, has determined that the Improvement Area #1 Improvements, Improvement Area #2 Improvements, and Improvement Area #3 Improvements shall be allocated between Improvement Area #1, Improvement Area #2, and Improvement Area #3 as follows:

- Improvement Area #1 Improvements shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Improvements shall be allocated 100% to the Improvement Area #2 Assessed Property.
- Improvement Area #3 Improvements shall be allocated 100% to the Improvement Area #3 Assessed Property.
- First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable Assessment levy.
- Bond Issuance Costs shall be allocated entirely to the Assessed Property securing the applicable PID Bond.

#### **B. Assessments**

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

Improvement Area #2 Assessments will be levied entirely on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments will be levied entirely on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit J**.

The projected Improvement Area #3 Annual Installments are shown on **Exhibit K**, subject to revisions made during any Annual Service Plan Update.

### **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 costs of Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal \$5,843,420, as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal to or greater than the Actual Costs of the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1, which equal \$4,208,000, of which \$4,058,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$5,843,420) received by the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 is equal to or greater than the amount of the Improvement Area #1 Assessments (\$4,208,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Developer owned 100% of the Improvement Area #1 Assessed Property. The Developer acknowledged that Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 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 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and

approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #1 based on the Improvement Area #1 Plat attached as **Exhibit R**.

▪ *Improvement Area #2*

1. The costs of Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal \$5,255,127, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal to or greater than the Actual Costs of the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2; and
3. The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2, which equal \$5,174,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$5,255,127) received by the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 is equal to or greater than or equal to the amount of the Improvement Area #2 Assessments (\$5,174,000) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special

benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #2 based on the Improvement Area #2 Plat attached as **Exhibit S**.

▪ *Improvement Area #3*

1. The costs of Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 equal \$6,465,761, as shown on **Exhibit C**; and
2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 equal to or greater than the Actual Costs of the Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3; and
3. The Improvement Area #3 Assessed Property will be allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3, which equal \$5,648,000, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J**; and
4. The special benefit ( $\geq$  \$6,465,761) received by the Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 is equal to or greater than or equal to the amount of the Improvement Area #3 Assessments (\$5,648,000) levied on the Improvement Area #3 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Developer owned 100% of the Improvement Area #3 Assessed Property. The Developer acknowledged that Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and



Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #3 based on the Improvement Area #3 Plat attached as **Exhibit T**.

#### **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, Exhibit I, and Exhibit K** which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

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

The interest rate on Assessments levied on the Assessed Property for purposes of paying debt service on the PID Bonds shall exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest will not be collected on the Improvement Area #3 Reimbursement Obligation. Additional Interest shall be collected as part of each Annual Installment collected for purposes of paying debt service on the PID Bonds *and* shall be deposited into the Delinquency and Prepayment Reserve Fund, pursuant to the Indenture.

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 5.84% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.81% as of June 16, 2023. The rate set by this Service and Assessment Plan of 5.84% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. Once PID Bonds are issued, the interest rate on the Assessments will equal the interest rate on the bonds plus additional interest. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

#### **F. Future Bonds to Finance Improvement Area #3 Reimbursement Obligation**

The City may issue PID Bonds in the future to finance the remaining Improvement Area #3 Reimbursement Obligation. At the time of such financing, the interest currently charged and paid on the portion of the Improvement Area #3 Assessments allocated to Improvement Area #3 Reimbursement Obligation shall cease being paid to the Developer and the portion of the Improvement Area #3 Assessments currently allocated to the Improvement Area #3

Reimbursement Obligation shall then bear interest at the rate of the PID Bonds issued to finance the Improvement Area #3 Reimbursement Obligation plus the Additional Interest.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated 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-Benefited 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 2022 Amended and Restated 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 L** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B**.

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

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Developer must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

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

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer.

If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

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

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the costs estimated herein, each Assessment shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Any excess PID Bond proceeds remaining as a result of a cost savings for Authorized Improvements shall be applied to redeem the applicable series of outstanding PID Bonds pursuant to the applicable Indenture. Any such reduction in the costs of the Authorized Improvements shall also reduce the Reimbursement Obligation under the related Reimbursement Agreement. The Assessments for each Improvement Area shall not, however, be reduced to an amount less than the related outstanding PID Bonds.

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.

The Assessments shall not be reduced to an amount less than the amount due on the related outstanding series of PID Bonds and any related Reimbursement Obligation, as such Reimbursement Obligation may be reduced pursuant to this Section. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Assessed Properties from the Authorized Improvements completed.

If all the Authorized Improvements are not undertaken in any Improvement Area resulting in excess PID Bonds proceeds and excess Assessment revenues, then the City shall, at its discretion (i) in accordance with the applicable Indenture, reduce Assessments and Annual Installments for each applicable Assessed Property on a pro-rata basis to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, Annual Collection Costs, and/or (ii) reduce the outstanding Reimbursement Obligation relating to the applicable Reimbursement Agreement and reduce the applicable Assessments and Annual Installments to reflect only the amount required to repay the resulting reduced Reimbursement Obligation, if any. The applicable excess PID Bond proceeds shall be applied to redeem PID Bonds as set forth in the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the amount due on the related outstanding PID Bonds.

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

#### **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. If Prepayments will result in redemption of PID Bonds, the payment amount shall be reduced by the amount, if any, of reserve funds applied to the redemption pursuant to the terms of the applicable Indenture, net of any other costs applicable to the redemption of PID Bonds as set forth in the applicable Indenture. 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 Q**.

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll 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 (when it was included in the Taken 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 will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated 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-Benefited Property based on a manner that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefited.

The Owner shall make a Prepayment of the Assessment in an amount equal to the amount determined by the Administrator in the above 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 Annual Installments for Improvement Area #1, **Exhibit I** shows the projected Annual Installments for Improvement Area #2, and **Exhibit K** shows the projected Annual Installments for Improvement Area #3. 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, Indenture, and Development Agreement. 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.

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.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. 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.

The Improvement Area #3 Assessment Roll is attached as **Exhibit J**. 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.

## **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 Owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred. The City may elect to designate a third party who is not an officer or employee of the City to serve as administrator of the District.

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

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such

determination. This procedure shall be exclusive and its exhaustion by any property Owner shall be a condition precedent to any other appeal or legal action by such Owner.

#### **B. Termination of Assessments**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the Owner of the affected Assessed Property a recordable “Notice of the PID Assessment Termination,” attached hereto as **Exhibit Q**.

#### **C. Amendments**

Amendments to this 2023 Amended and Restated 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 2023 Amended and Restated 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 2023 Amended and Restated 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 2023 Amended and Restated 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 2023 Amended and Restated Service and Assessment Plan. Interpretations of this 2023 Amended and Restated 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 2023 Amended and Restated 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 U-1, Exhibit U-2, Exhibit U-3, Exhibit U-4, and Exhibit U-5**. 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 of this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this

Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

## **F. Severability**

If any provision of this 2023 Amended and Restated 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 2022 Amended and Restated Service and Assessment Plan for all purposes:

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Improvement Area #3 Legal Description
<b>Exhibit B</b>	District Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installments
<b>Exhibit J</b>	Improvement Area #3 Assessment Roll
<b>Exhibit K</b>	Improvement Area #3 Annual Installments
<b>Exhibit L</b>	Maximum Assessment and Special Benefit per Lot Type
<b>Exhibit M</b>	Concept Plan
<b>Exhibit N</b>	Improvement Area #1 Improvements Maps
<b>Exhibit O</b>	Improvement Area #2 Improvements Maps
<b>Exhibit P</b>	Improvement Area #3 Improvement Maps
<b>Exhibit Q</b>	Notice of PID Assessment Termination
<b>Exhibit R</b>	Improvement Area #1 Plat
<b>Exhibit S</b>	Improvement Area #2 Plat
<b>Exhibit T</b>	Improvement Area #3 Plat
<b>Exhibit U</b>	District Engineer's Report
<b>Exhibit V-1</b>	Lot Type 1 Buyer Disclosure



**Exhibit V-2** Lot Type 141-629-002-010 Buyer Disclosure

**Exhibit V-3** Lot Type 2 Buyer Disclosure

**Exhibit V-4** Lot Type 3 Initial Parcel Buyer Disclosure

**Exhibit V-5** Lot Type 3 Buyer Disclosure

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 110.12 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 110.12 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF OUTLOT 347 OUT OF THE CORRECTED MAP OF TOMBALL OUTLOTS AS RECORDED UNDER VOLUME (VOL.) 4, PAGE (PG.) 75 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.) CONVEYED TO MICHAEL A. OTT IN DOCUMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) Y659052, AND ALL OF A CALLED 105.0452 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER H.C.C.F. NO. RP-2019-536600, THE SAID 110.12 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a 1/2" iron rod found on the east Right-of-Way (R.O.W.) line of South Persimmon Street (30-foot-wide) as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northwest corner of said 105.0452 acre tract and the herein described tract, and the southwest corner of Lot 1, Block 1 of Persimmon Properties, map or plat thereof recorded under Film Code Number (F.C. No.) 679815, H.C.M.R.;

**THENCE**, North 87°35'04" East, along the common line of said 105.0452 acre tract and said Persimmon Properties, a distance of 1,156.29 feet to a capped 5/8 inch iron rod stamped "Hovis" found on the west R.O.W. line of an unimproved 30-foot-wide R.O.W. as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, along the west R.O.W. line of said unimproved R.O.W., a distance of 1,672.68 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°47'53" East, along a northerly line of said 105.0452 acre tract, a distance of 508.88 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°08'45" East, a distance of 375.13 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°15'14" West, a distance of 506.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 832.20 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

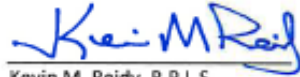
**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,162.57 feet to a Mag Nail found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 02°26'40" West, along the east R.O.W. line of said South Persimmon Street, a distance of 3,772.74 feet to the **POINT OF BEGINNING** and containing 110.12 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**



Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: December 02, 2020

Job No: 181-056-00

File No: R:\2018\181-056-00\Docs\Description\Boundary\181-056-00\_110AC-MB.doc

## EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION  
BEING 38.50 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS

A 38.50 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF LOTS 1-56, RESTRICTED RESERVE "E", AND RESTRICTED RESERVE "J", BLOCK 1, LOTS 1-32, AND RESTRICTED RESERVE "F", BLOCK 2, LOTS 1-11, AND RESTRICTED RESERVE "C", BLOCK 3, LOTS 1-34, RESTRICTED RESERVE "A", RESTRICTED RESERVE "B", RESTRICTED RESERVE "D", AND RESTRICTED RESERVE "L", BLOCK 4, OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), THE SAID 38.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found in the east Right-of-Way (R.O.W.) line of South Persimmon Street (width varies) as recorded under Volume (Vol.) 2, Page (Pg.) 65 H.C.M.R., and F.C. No. 692320 H.C.M.R., marking the northwest corner of Reserve "J" of said Block 1;

**THENCE**, along the northerly boundary lines of said Blocks 1 and 4, the following ten (10) courses and distances:

- 1) North 87°33'20" East, a distance of 328.46 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner, and the beginning of a non-tangent curve to the right;
- 2) In a northerly direction, along said non-tangent curve to the right having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet and a chord bearing North 04°54'22" West, a distance of 12.26 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 3) North 83°07'24" East, a distance of 50.06 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner and the beginning of a non-tangent curve to the left;
- 4) In a southerly direction, along said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet and a chord bearing South 08°06'10" East, a distance of 68.65 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 5) South 12°14'49" East, a distance of 98.61 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 6) North 77°45'11" East, a distance of 149.58 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 7) South 02°18'20" East, a distance of 349.16 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior;
- 8) North 87°44'47" East, a distance of 585.84 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 9) South 02°32'22" East, a distance of 162.27 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 10) North 87°47'53" East, a distance of 488.88 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of the herein described tract;

**THENCE**, along the easterly boundary lines of said Blocks 3 and 4, the following three (3) courses and distances:

- 1) South 02°08'45" East, a distance of 375.31 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 2) South 87°15'12" West, a distance of 486.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 02°32'22" East, a distance of 642.39 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of the herein described tract;

**THENCE**, along the southerly boundary lines of said Blocks 1, 2, and 3, the following thirteen (13) courses and distances:

- 1) South 87°27'38" West, a distance of 132.01 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

- 2) North 02°32'22" West, a distance of 8.74 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 87°27'38" West, a distance of 115.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 4) South 84°22'50" West, a distance of 46.42 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 5) South 77°31'46" West, a distance of 46.09 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 6) South 69°51'19" West, a distance of 493.36 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most southerly corner of the herein described tract;
- 7) North 02°26'40" West, a distance of 340.28 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 8) North 28°51'33" East, a distance of 111.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 9) North 52°49'40" West, a distance of 146.35 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 10) In a southwesterly direction, along said non-tangent curve to the left having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing South 35°03'12" West, a distance of 41.53 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 11) North 59°16'38" West, a distance of 50.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 12) In a northeasterly direction, along said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing North 16°52'54" East, a distance of 11.96 feet,;
- 13) South 87°33'20" West, a distance of 208.91 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of the herein described tract;

**THENCE**, North 02°26'40" West, along the westerly boundary line of said Block 1, a distance of 1,277.49 feet to the **POINT OF BEGINNING** and containing 38.50 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: February 03, 2022  
Job No: 181-056-00  
File No: R:\2018\181-056-00\Docs\Description\Boundary\38.50AC-MB.doc

## EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 35.15 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 35.15 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING OUT OF UNRESTRICTED RESERVE "H" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), THE SAID 35.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of Lot 11, Block 3 of said Raburn Reserve Sec 1, and the northeast corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 189.81 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of the herein described tract;

**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,121.94 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of the herein described tract, being in the arc of a non-tangent curve to the left;

**THENCE**, along the easterly R.O.W. line of said South Persimmon Road, the following six (6) courses and distances;

- 1) In a northerly direction, along said non-tangent curve to the left having a radius of 2,040.00 feet, a central angle of 00°31'32", an arc length of 18.71 feet and a chord bearing North 02°19'12" West, a distance of 18.71 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 2) North 02°34'58" West, a distance of 851.89 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the left;
- 3) In a northerly direction along said curve to the left having a radius of 2,040.00 feet, a central angle of 02°41'21", an arc length of 95.75 feet and a chord bearing North 03°55'39" West, a distance of 95.74 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 4) North 05°16'19" West, a distance of 152.73 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the right;
- 5) In a northerly direction, along said curve to the right having a radius of 2,960.00 feet, a central angle of 02°49'39", an arc length of 146.07 feet and a chord bearing North 03°51'30" West, a distance of 146.06 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;



6) North 02°26'40" West, a distance of 194.61 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of lot 56, block 1 of said Raburn Reserve Sec 1 and the northwest corner of the herein described tract;

**THENCE**, North 87°33'20" East, a distance of 208.91 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the westerly R.O.W. line of Sam Raburn Drive (50-foot-wide) as recorded under F.C. No. 692320, H.C.M.R, marking a point for corner, being in the arc of a non-tangent curve to the right;

**THENCE**, in a southwesterly direction, along said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing South 16°52'54" West, a distance of 11.96 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner;

**THENCE**, South 59°16'38" East, a distance of 50.00 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner, being in the arc of a non-tangent curve to the right;

**THENCE**, along said non-tangent curve to the right having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing North 35°03'12" East, a distance of 41.53 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 52°49'40" East, a distance of 146.35 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 28°51'33" West, a distance of 111.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, South 02°26'40" East, a distance of 340.28 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 69°51'19" East, a distance of 493.36 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 77°31'46" East, a distance of 46.09 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 84°22'50" East, a distance of 46.42 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 87°27'38" East, a distance of 115.00 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner;

**THENCE**, South 02°32'22" East, a distance of 8.74 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 87°27'38" East, a distance of 132.01 feet to the **POINT OF BEGINNING** and containing 35.15 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
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713-784-4500



Date: February 03, 2021  
Job No: 181-056-02  
File No: R:\2018\181-056-02\Docs\Description\Boundary\Raburn\_Sec-2\_MB.doc

**EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION**

**METES AND BOUNDS DESCRIPTION  
BEING 33.7724 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 33.7724 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF UNRESTRICTED RESERVE "G" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), AND ALL OF A CALLED 5.072 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) RP-2020-608023, THE SAID 33.7724 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the northwest corner of said Reserve "G";

**THENCE**, North 87°35'04" East, along the north line of said Reserve "G", a distance of 1,131.29 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the northeast corner of said reserve "G" and the herein described tract;

**THENCE**, South 02°32'22" East, along the east line of said reserve "G" and the east line of said 5.072 acre tract, a distance of 1,510.41 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the southeast corner of said 5.072 acre tract and the herein described tract;

**THENCE**, South 87°44'47" West, along the south line of said 5.072 acre tract, a distance of 585.84 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the southwest corner of said 5.072 acre tract;

**THENCE**, North 02°18'20" West, along the west line of said 5.072 acre tract, a distance of 349.16 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and an interior corner of the herein described tract;

**THENCE**, along the south line of said Reserve "G", the following six (6) bearings and distances;

- 1) South 77°45'11" West a distance of 149.58 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and the herein described tract;
- 2) North 12°14'49" West a distance of 98.61 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the beginning of a curve to the right;
- 3) In a northerly direction, along the arc of said curve to the right having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet, and a chord bearing of North 08°06'10" West, for a distance of 68.65 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Reserve "G" and the herein described tract;
- 4) South 83°07'24" West a distance of 50.06 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Reserve "G" and the herein described tract, and the beginning of a non-tangent curve to the left;
- 5) In a southerly direction, along the arc of said non-tangent curve to the left having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet, and a chord bearing of South 04°54'22" East, for a distance of 12.26 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and the herein described tract;
- 6) South 87°33'20" West a distance of 328.46 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of said Reserve "G" and the herein described tract;

**THENCE**, North 02°26'40" West, along the west line of said Reserve "G", a distance of 1,035.97 feet to the **POINT OF BEGINNING** and containing 33.7724 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPEpLS No. 10092300**



Kevin M. Reidy, R.P.L. — Texas  
Registration No. 6450 10011  
Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



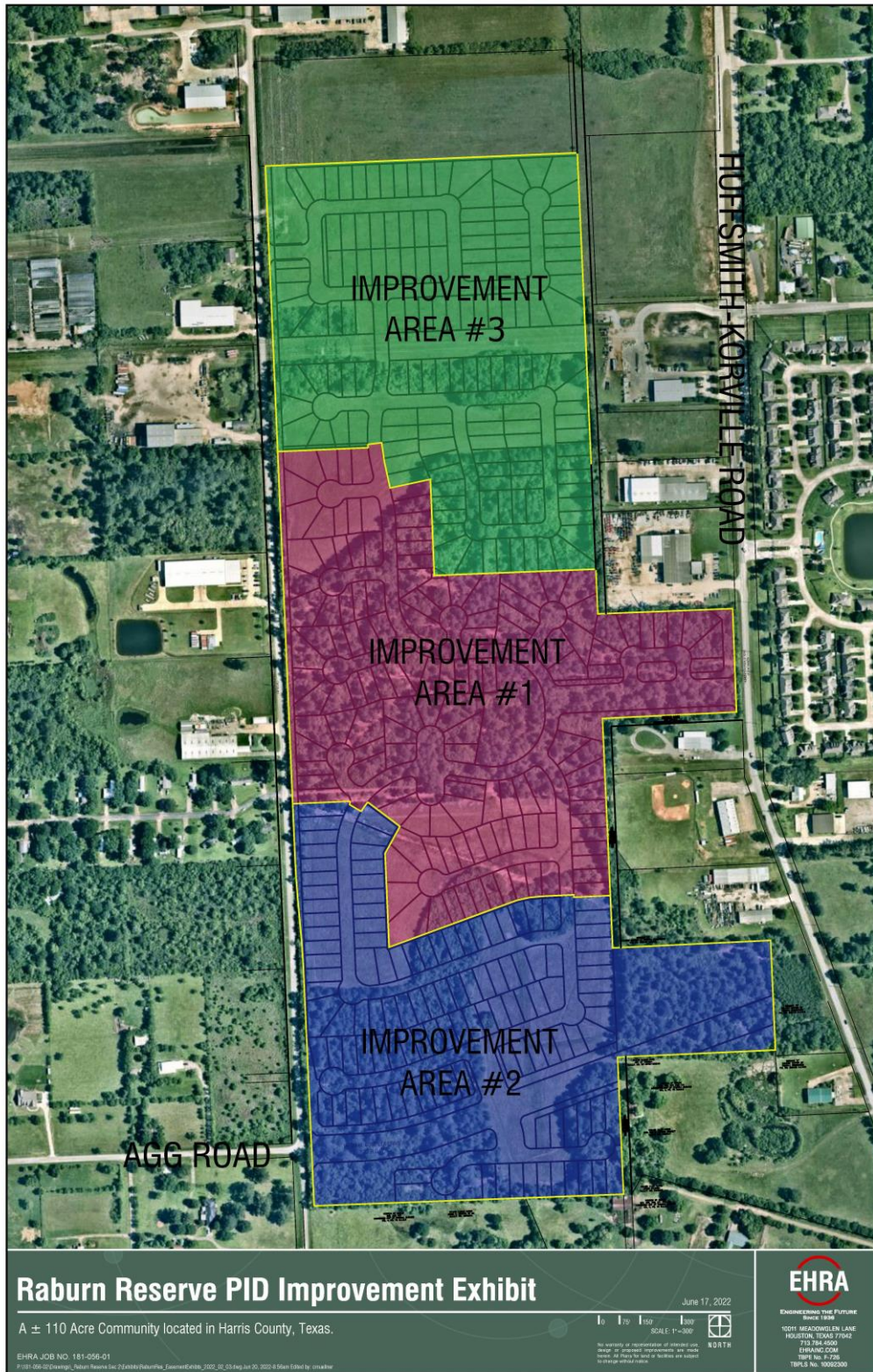
Date: November 03, 2022

Job No: 181-056-03

File No: R:\2018\181-056-03\Docs\Description\Boundary\Raburn\_Sec-3\_MB.doc



**EXHIBIT B – DISTRICT BOUNDARY MAP**



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]		Improvement Area #1		Improvement Area #2		Improvement Area #3	
			%	Cost	%	Cost	%	Cost
<i>Improvement Area #1 Improvements</i>								
Streets	\$	1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -	0.00%	\$ -
Water		212,679	100.00%	212,679	0.00%	-	0.00%	-
Wastewater		499,294	100.00%	499,294	0.00%	-	0.00%	-
Detention, Clearing and Grubbing		1,362,175	100.00%	1,362,175	0.00%	-	0.00%	-
Natural Gas		150,840	100.00%	150,840	0.00%	-	0.00%	-
Soft Costs [d]		910,656	100.00%	910,656	0.00%	-	0.00%	-
	\$	<u>5,017,795</u>		<u>\$ 5,017,795</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>								
Streets[b]	\$	1,961,714	0.00%	\$ -	100.00%	\$ 1,961,714	0.00%	\$ -
Water		435,468	0.00%	-	100.00%	435,468	0.00%	-
Wastewater		374,869	0.00%	-	100.00%	374,869	0.00%	-
Detention, Clearing and Grubbing		364,958	0.00%	-	100.00%	364,958	0.00%	-
Natural Gas		235,000	0.00%	-	100.00%	235,000	0.00%	-
Soft Costs [d]		769,942	0.00%	-	100.00%	769,942	0.00%	-
	\$	<u>4,141,950</u>		<u>\$ -</u>		<u>\$ 4,141,950</u>		<u>\$ -</u>
<i>Improvement Area #3 Improvements</i>								
Excavation and Paving	\$	2,048,306	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,048,306
Water Distribution		422,687	0.00%	-	0.00%	-	100.00%	422,687
Wastewater Collection		565,724	0.00%	-	0.00%	-	100.00%	565,724
Storm Water Collection		743,651	0.00%	-	0.00%	-	100.00%	743,651
Clearing, Grubbing and Site Preparation		205,150	0.00%	-	0.00%	-	100.00%	205,150
Natural Gas		250,000	0.00%	-	0.00%	-	100.00%	250,000
Soft Costs [d]		1,366,145	0.00%	-	0.00%	-	100.00%	1,366,145
	\$	<u>5,601,663</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 5,601,663</u>
<i>Other Costs</i>								
Deposit to Administrative Fund	\$	121,600		\$ 60,000		\$ 31,600		\$ 30,000
	\$	<u>121,600</u>		<u>\$ 60,000</u>		<u>\$ 31,600</u>		<u>\$ 30,000</u>
<i>Bond Issuance Costs</i>								
Debt Service Reserve Fund	\$	878,886		\$ 225,530		\$ 397,543		\$ 255,813
Capitalized Interest		449,040		87,237		132,758		229,045
Deposit to Delinquency and Prepayment Reserve		63,460		20,890		25,870		16,700
Underwriter's Discount		424,782		150,640		173,942		100,200
Cost of Issuance		865,131		281,328		351,463		232,340
	\$	<u>2,681,299</u>		<u>\$ 765,625</u>		<u>\$ 1,081,577</u>		<u>\$ 834,098</u>
<b>Total</b>	<b>\$</b>	<b>17,564,308</b>		<b>\$ 5,843,420</b>		<b>\$ 5,255,127</b>		<b>\$ 6,465,761</b>

**Footnotes:**

[a] Costs were determined by the Engineering's Report attached hereto as **Exhibit U**.



## EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 73,922.50	\$ 72,923.55	\$ 77,918.31	\$ 82,913.07	\$ 86,908.88
Interest		\$ 191,858.43	\$ 188,910.66	\$ 186,016.22	\$ 182,952.48	\$ 179,626.24
	(1)	\$ 265,780.93	\$ 261,834.21	\$ 263,934.53	\$ 265,865.55	\$ 266,535.12
Annual Collection Costs	(2)	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87
Additional Interest	(3)	\$ 12,000.00	\$ 11,750.00	\$ 11,500.00	\$ 11,225.00	\$ 10,950.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 334,788.80</b>	<b>\$ 330,592.08</b>	<b>\$ 332,442.40</b>	<b>\$ 334,098.42</b>	<b>\$ 334,492.99</b>

Improvement Area #2						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 68,000.00	\$ 70,000.00	\$ 74,000.00	\$ 79,000.00	\$ 83,000.00
Interest		\$ 305,881.11	\$ 304,237.50	\$ 300,292.50	\$ 296,122.50	\$ 291,670.00
	(1)	\$ 373,881.11	\$ 374,237.50	\$ 374,292.50	\$ 375,122.50	\$ 374,670.00
Annual Collection Costs	(2)	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19
Additional Interest	(3)	\$ 25,870.00	\$ 37,680.00	\$ 37,330.00	\$ 36,960.00	\$ 36,565.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 441,256.30</b>	<b>\$ 453,422.69</b>	<b>\$ 453,127.69</b>	<b>\$ 453,587.69</b>	<b>\$ 452,740.19</b>

Improvement Area #3						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ -	\$ 79,000.00	\$ 84,000.00	\$ 89,000.00	\$ 93,000.00
Interest		\$ 229,045.14	\$ 343,537.20	\$ 338,730.90	\$ 333,620.30	\$ 328,205.40
	(1)	\$ 229,045.14	\$ 422,537.20	\$ 422,730.90	\$ 422,620.30	\$ 421,205.40
Annual Collection Costs	(2)	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
Additional Interest	(3)	\$ 27,090.00	\$ 27,090.00	\$ 27,090.00	\$ 26,855.00	\$ 26,605.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 286,135.14</b>	<b>\$ 480,227.20</b>	<b>\$ 481,032.90</b>	<b>\$ 481,311.54</b>	<b>\$ 480,283.36</b>

## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Total
<b>Sources of Funds</b>				
Improvement Area #1 Bonds <sup>[a]</sup>	\$ 4,178,000	\$ -	\$ -	\$ 4,178,000
Owner Contribution <sup>[b]</sup>	1,665,420	81,127	817,761	2,564,308
Improvement Area #2 Bonds	-	5,174,000	-	5,174,000
Improvement Area #3 Bonds	-	-	3,340,000	3,340,000
Improvement Area #3 Reimbursement Obligation	-	-	2,308,000	2,308,000
<b>Total Sources</b>	<b>\$ 5,843,420</b>	<b>\$ 5,255,127</b>	<b>\$ 6,465,761</b>	<b>\$ 17,564,308</b>
<b>Uses of Funds</b>				
Improvement Area #1 Improvements	\$ 5,017,795	\$ -	\$ -	\$ 5,017,795
Improvement Area #2 Improvements	-	4,141,950	-	4,141,950
Improvement Area #3 Improvements <sup>[c]</sup>	-	-	5,601,663	5,601,663
	<b>\$ 5,017,795</b>	<b>\$ 4,141,950</b>	<b>\$ 5,601,663</b>	<b>\$ 14,761,409</b>
<i>Bond Issuance Costs <sup>[d]</sup></i>				
Debt Service Reserve Fund	\$ 225,530	\$ 397,543	\$ 255,813	\$ 878,886
Capitalized Interest	87,237	132,758	229,045	449,040
Deposit to Delinquency and Prepayment Reserve	20,890	25,870	16,700	63,460
Underwriter's Discount	150,640	173,942	100,200	424,782
Cost of Issuance	281,328	351,463	232,340	865,131
	<b>\$ 765,625</b>	<b>\$ 1,081,577</b>	<b>\$ 834,098</b>	<b>\$ 2,681,299</b>
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 60,000	\$ 31,600	\$ 30,000	\$ 121,600
	<b>\$ 60,000</b>	<b>\$ 31,600</b>	<b>\$ 30,000</b>	<b>\$ 121,600</b>
<b>Total Uses</b>	<b>\$ 5,843,420</b>	<b>\$ 5,255,127</b>	<b>\$ 6,465,761</b>	<b>\$ 17,564,308</b>

**Footnotes:**

[a] Net of \$30,000 payment made to Developer under IA#2 Reimbursement Obligation in October 2022.

[b] The Owner Contribution is non-reimbursable to the Owner/Developer through PID Bonds or Assessments.

[c] Updated cost provided by Developer as of 4/4/2023.

[d] Bond Issuance Costs for Improvement Area #1 include Series 2020 and 2022 Bonds. Bond Issuance Costs for Improvement Area #2 include Series 2022 and 2023 Bonds. Bond Issuance Costs for Improvement Area #3 includes Series 2023 only.

## EXHIBIT F – IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-001-0001	Block 1, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0002	Block 1, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0003	Block 1, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0004	Block 1, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0005	Block 1, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0006	Block 1, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0007	Block 1, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0008	Block 1, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0009	Block 1, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0010	Block 1, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0011	Block 1, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0012	Block 1, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0013	Block 1, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0014	Block 1, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0015	Block 1, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0016	Block 1, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0017	Block 1, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0018	Block 1, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0019	Block 1, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0020	Block 1, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0021	Block 1, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0022	Block 1, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0023	Block 1, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0024	Block 1, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0025	Block 1, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0026	Block 1, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0027	Block 1, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0028	Block 1, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0029	Block 1, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0030	Block 1, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0031	Block 1, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0032	Block 1, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0033	Block 1, Lot 33	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0034	Block 1, Lot 34	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0035	Block 1, Lot 35	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0036	Block 1, Lot 36	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0037	Block 1, Lot 37	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0038	Block 1, Lot 38	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0039	Block 1, Lot 39	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0040	Block 1, Lot 40	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Interest		
141-629-001-0041	Block 1, Lot 41	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0042	Block 1, Lot 42	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0043	Block 1, Lot 43	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0044	Block 1, Lot 44	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0045	Block 1, Lot 45	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0046	Block 1, Lot 46	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0047	Block 1, Lot 47	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0048	Block 1, Lot 48	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0049	Block 1, Lot 49	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0050	Block 1, Lot 50	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0051	Block 1, Lot 51	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0052	Block 1, Lot 52	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0053	Block 1, Lot 53	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0054	Block 1, Lot 54	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0055	Block 1, Lot 55	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-001-0056	Block 1, Lot 56	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
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	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0002	Block 2, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0003	Block 2, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0004	Block 2, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0005	Block 2, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0006	Block 2, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0007	Block 2, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0008	Block 2, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0009	Block 2, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0010	Block 2, Lot 10	1 - Partial Prepayment - 1416290020010 <sup>[e]</sup>	\$ 26,261.27	\$ 478.89	\$ 1,442.54	\$ 90.23	\$ 369.31	\$ 2,380.97	
141-629-002-0011	Block 2, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0012	Block 2, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0013	Block 2, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0014	Block 2, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0015	Block 2, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0016	Block 2, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0017	Block 2, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0018	Block 2, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0019	Block 2, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0020	Block 2, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0021	Block 2, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-002-0022	Block 2, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-002-0023	Block 2, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0024	Block 2, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0025	Block 2, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0026	Block 2, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0027	Block 2, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0028	Block 2, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0029	Block 2, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0030	Block 2, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0031	Block 2, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0032	Block 2, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-003-0001	Block 3, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0002	Block 3, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0003	Block 3, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0004	Block 3, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0005	Block 3, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0006	Block 3, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0007	Block 3, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0008	Block 3, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0009	Block 3, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0010	Block 3, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0011	Block 3, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0001	Block 4, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0002	Block 4, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0003	Block 4, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0004	Block 4, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0005	Block 4, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0006	Block 4, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0007	Block 4, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0008	Block 4, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0009	Block 4, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0010	Block 4, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0011	Block 4, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0012	Block 4, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0013	Block 4, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0014	Block 4, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0015	Block 4, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0016	Block 4, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0017	Block 4, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>		
141-629-004-0018	Block 4, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0019	Block 4, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0020	Block 4, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0021	Block 4, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0022	Block 4, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0023	Block 4, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0024	Block 4, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0025	Block 4, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0026	Block 4, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0027	Block 4, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0028	Block 4, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0029	Block 4, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0030	Block 4, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0031	Block 4, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0032	Block 4, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0033	Block 4, Lot 33	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0034	Block 4, Lot 34	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
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	Block 5, Reserve G, 28.7007 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-006-0001	Block 6, Reserve H, 24.7532 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-007-0001	Block 7, Reserve I, 6.3087 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0001	Block 8, Reserve K, .3195 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>			<b>\$ 4,053,750.23</b>	<b>\$ 73,922.50</b>	<b>\$ 191,858.43</b>	<b>\$ 12,000.00</b>	<b>\$ 57,007.87</b>	<b>\$ 334,788.65</b>	

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.



## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 49,947.63	\$ 93,593.43	\$ 23,974.86	\$ 98,265.00	\$ 12,000.00	\$ 57,007.87	\$ 334,788.80
2025	\$ 49,947.63	\$ 91,905.66	\$ 22,975.91	\$ 97,005.00	\$ 11,750.00	\$ 57,007.87	\$ 330,592.08
2026	\$ 54,942.40	\$ 90,218.72	\$ 22,975.91	\$ 95,797.50	\$ 11,500.00	\$ 57,007.87	\$ 332,442.40
2027	\$ 54,942.40	\$ 88,362.48	\$ 27,970.68	\$ 94,590.00	\$ 11,225.00	\$ 57,007.87	\$ 334,098.42
2028	\$ 54,942.40	\$ 86,506.24	\$ 31,966.49	\$ 93,120.00	\$ 10,950.00	\$ 57,007.87	\$ 334,492.99
2029	\$ 59,937.16	\$ 84,650.00	\$ 31,966.49	\$ 91,440.00	\$ 10,675.00	\$ 57,007.87	\$ 335,676.52
2030	\$ 59,937.16	\$ 82,625.00	\$ 36,961.25	\$ 89,760.00	\$ 10,375.00	\$ 57,007.87	\$ 336,666.28
2031	\$ 64,931.92	\$ 80,600.00	\$ 31,966.49	\$ 87,540.00	\$ 10,075.00	\$ 57,007.87	\$ 332,121.28
2032	\$ 64,931.92	\$ 78,000.00	\$ 41,956.01	\$ 85,620.00	\$ 9,750.00	\$ 57,007.87	\$ 337,265.81
2033	\$ 69,926.69	\$ 75,400.00	\$ 41,956.01	\$ 83,100.00	\$ 9,425.00	\$ 57,007.87	\$ 336,815.57
2034	\$ 74,921.45	\$ 72,600.00	\$ 41,956.01	\$ 80,580.00	\$ 9,075.00	\$ 57,007.87	\$ 336,140.33
2035	\$ 74,921.45	\$ 69,600.00	\$ 46,950.78	\$ 78,060.00	\$ 8,700.00	\$ 57,007.87	\$ 335,240.10
2036	\$ 79,916.21	\$ 66,600.00	\$ 46,950.78	\$ 75,240.00	\$ 8,325.00	\$ 57,007.87	\$ 334,039.86
2037	\$ 84,910.98	\$ 63,400.00	\$ 52,944.49	\$ 72,420.00	\$ 7,925.00	\$ 57,007.87	\$ 338,608.34
2038	\$ 84,910.98	\$ 60,000.00	\$ 57,939.26	\$ 69,240.00	\$ 7,500.00	\$ 57,007.87	\$ 336,598.10
2039	\$ 89,905.74	\$ 56,600.00	\$ 62,934.02	\$ 65,760.00	\$ 7,075.00	\$ 57,007.87	\$ 339,282.63
2040	\$ 94,900.50	\$ 53,000.00	\$ 63,932.97	\$ 61,980.00	\$ 6,625.00	\$ 57,007.87	\$ 337,446.35
2041	\$ 99,895.27	\$ 49,200.00	\$ 68,927.74	\$ 58,140.00	\$ 6,150.00	\$ 57,007.87	\$ 339,320.87
2042	\$ 104,890.03	\$ 45,200.00	\$ 74,921.45	\$ 54,000.00	\$ 5,650.00	\$ 57,007.87	\$ 341,669.35
2043	\$ 109,884.80	\$ 41,000.00	\$ 80,915.17	\$ 49,500.00	\$ 5,125.00	\$ 57,007.87	\$ 343,432.83
2044	\$ 114,879.56	\$ 36,600.00	\$ 81,914.12	\$ 44,640.00	\$ 4,575.00	\$ 57,007.87	\$ 339,616.55
2045	\$ 119,874.32	\$ 32,000.00	\$ 92,902.60	\$ 39,720.00	\$ 4,000.00	\$ 57,007.87	\$ 345,504.79
2046	\$ 124,869.09	\$ 27,200.00	\$ 98,896.32	\$ 34,140.00	\$ 3,400.00	\$ 57,007.87	\$ 345,513.27
2047	\$ 129,863.85	\$ 22,200.00	\$ 105,888.98	\$ 28,200.00	\$ 2,775.00	\$ 57,007.87	\$ 345,935.70
2048	\$ 134,858.61	\$ 17,000.00	\$ 112,881.65	\$ 21,840.00	\$ 2,125.00	\$ 57,007.87	\$ 345,713.14
2049	\$ 139,853.38	\$ 11,600.00	\$ 123,870.13	\$ 15,060.00	\$ 1,450.00	\$ 57,007.87	\$ 348,841.38
2050	\$ 149,842.90	\$ 6,000.00	\$ 126,866.99	\$ 7,620.00	\$ 750.00	\$ 57,007.87	\$ 348,087.76
<b>Total</b>	<b>\$ 2,397,486.44</b>	<b>\$ 1,581,661.53</b>	<b>\$ 1,656,263.55</b>	<b>\$ 1,772,377.50</b>	<b>\$ 198,950.00</b>	<b>\$ 1,539,212.49</b>	<b>\$ 9,145,951.51</b>

**Footnotes:**

[a] Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.

[b] Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

[c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] 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.

## EXHIBIT H – IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>		
145-555-001-0001	Block 1, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0002	Block 1, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0003	Block 1, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0004	Block 1, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0005	Block 1, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0006	Block 1, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0007	Block 1, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0008	Block 1, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0009	Block 1, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0010	Block 1, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0011	Block 1, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0012	Block 1, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0013	Block 1, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0014	Block 1, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0015	Block 1, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0016	Block 1, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0017	Block 1, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0018	Block 1, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0019	Block 1, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0020	Block 1, Lot 20	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0021	Block 1, Lot 21	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0022	Block 1, Lot 22	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-001-0023	Block 1, Lot 23	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0001	Block 2, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0002	Block 2, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0003	Block 2, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0004	Block 2, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0005	Block 2, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0006	Block 2, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0007	Block 2, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0008	Block 2, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0009	Block 2, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0010	Block 2, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0011	Block 2, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0012	Block 2, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0013	Block 2, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0014	Block 2, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0015	Block 2, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0016	Block 2, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-002-0017	Block 2, Lot A	Non-Benefited <sup>[a]</sup>							
145-555-002-0018	RES F Block 2 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

**Footnotes:**

[a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.

[b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.

[c] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[d] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

[e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Interest		
145-555-003-0001	Block 3, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0002	Block 3, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0003	Block 3, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0004	Block 3, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0005	Block 3, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0006	Block 3, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0007	Block 3, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0008	Block 3, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0009	Block 3, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0010	Block 3, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0011	Block 3, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0012	Block 3, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0013	Block 3, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0014	Block 3, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0015	Block 3, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0016	Block 3, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0017	Block 3, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0018	Block 3, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0019	Block 3, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0020	Block 3, Lot 20	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0021	Block 3, Lot 21	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0022	Block 3, Lot 22	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0023	Block 3, Lot 23	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0024	Block 3, Lot 24	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0025	Block 3, Lot 25	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0026	Block 3, Lot 26	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0027	Block 3, Lot 27	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0028	Block 3, Lot 28	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0029	Block 3, Lot 29	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0030	Block 3, Lot 30	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0031	Block 3, Lot 31	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0032	Block 3, Lot 32	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0033	Block 3, Lot 33	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0034	Block 3, Lot 34	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0035	Block 3, Lot 35	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0036	Block 3, Lot 36	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0037	Block 3, Lot 37	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0038	Block 3, Lot 38	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0039	Block 3, Lot 39	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0040	Block 3, Lot 40	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	

**Footnotes:**

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.
- [b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Interest		
145-555-003-0041	Block 3, Lot 41	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0042	Block 3, Lot 42	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0043	Block 3, Lot 43	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0044	Block 3, Lot 44	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0045	Block 3, Lot 45	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0046	Block 3, Lot 46	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0047	Block 3, Lot 47	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0048	Block 3, Lot 48	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0049	Block 3, Lot 49	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0050	Block 3, Lot 50	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0051	Block 3, Lot 51	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0052	Block 3, Lot 52	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0053	Block 3, Lot 53	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0054	Block 3, Lot 54	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0055	Block 3, Lot 55	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0056	Block 3, Lot 56	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0057	Block 3, Lot 57	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0058	Block 3, Lot 58	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0059	Block 3, Lot 59	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0060	Block 3, Lot 60	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-003-0061	RES E Block 3 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-004-0001	Block 4, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0002	Block 4, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0003	Block 4, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0004	Block 4, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0005	Block 4, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0006	Block 4, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0007	Block 4, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0008	Block 4, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0009	Block 4, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0010	Block 4, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0011	Block 4, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0012	Block 4, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0013	Block 4, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0014	Block 4, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0015	Block 4, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0016	Block 4, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0017	Block 4, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0018	Block 4, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	
145-555-004-0019	Block 4, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46	

**Footnotes:**

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.
- [b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>		
145-555-004-0020	RES C Block 4 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-004-0021	RES D Block 4 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-005-0001	RES B Block 5 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-005-0002	ROW - All Streets	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>			<b>\$5,174,000.28</b>	<b>\$68,000.00</b>	<b>\$ 305,881.11</b>	<b>\$25,870.00</b>	<b>\$ 41,505.19</b>	<b>\$ 441,256.28</b>	

**Footnotes:**

[a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.

[b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.

[c] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[d] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

[e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #2 Series 2022 Bonds		Improvement Area #2 Series 2023 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 30,000.00	\$ 150,292.50	\$ 38,000.00	\$ 155,588.61	\$ 25,870.000	\$ 41,505.19	\$ 441,256.30
2025	\$ 32,000.00	\$ 148,642.50	\$ 38,000.00	\$ 155,595.00	\$ 37,680.000	\$ 41,505.19	\$ 453,422.69
2026	\$ 34,000.00	\$ 146,882.50	\$ 40,000.00	\$ 153,410.00	\$ 37,330.000	\$ 41,505.19	\$ 453,127.69
2027	\$ 36,000.00	\$ 145,012.50	\$ 43,000.00	\$ 151,110.00	\$ 36,960.000	\$ 41,505.19	\$ 453,587.69
2028	\$ 38,000.00	\$ 143,032.50	\$ 45,000.00	\$ 148,637.50	\$ 36,565.000	\$ 41,505.19	\$ 452,740.19
2029	\$ 41,000.00	\$ 140,942.50	\$ 48,000.00	\$ 146,050.00	\$ 36,150.000	\$ 41,505.19	\$ 453,647.69
2030	\$ 43,000.00	\$ 138,687.50	\$ 51,000.00	\$ 143,290.00	\$ 35,705.000	\$ 41,505.19	\$ 453,187.69
2031	\$ 46,000.00	\$ 136,000.00	\$ 55,000.00	\$ 140,357.50	\$ 35,235.000	\$ 41,505.19	\$ 454,097.69
2032	\$ 49,000.00	\$ 133,125.00	\$ 58,000.00	\$ 137,195.00	\$ 34,730.000	\$ 41,505.19	\$ 453,555.19
2033	\$ 52,000.00	\$ 130,062.50	\$ 62,000.00	\$ 133,860.00	\$ 34,195.000	\$ 41,505.19	\$ 453,622.69
2034	\$ 56,000.00	\$ 126,812.50	\$ 65,000.00	\$ 130,295.00	\$ 33,625.000	\$ 41,505.19	\$ 453,237.69
2035	\$ 60,000.00	\$ 123,312.50	\$ 70,000.00	\$ 126,557.50	\$ 58,890.000	\$ 41,505.19	\$ 480,265.19
2036	\$ 64,000.00	\$ 119,562.50	\$ 74,000.00	\$ 122,532.50	\$ 58,240.000	\$ 41,505.19	\$ 479,840.19
2037	\$ 68,000.00	\$ 115,562.50	\$ 79,000.00	\$ 118,277.50	\$ 57,550.000	\$ 41,505.19	\$ 479,895.19
2038	\$ 72,000.00	\$ 111,312.50	\$ 83,000.00	\$ 113,735.00	\$ 56,815.000	\$ 41,505.19	\$ 478,367.69
2039	\$ 77,000.00	\$ 106,812.50	\$ 89,000.00	\$ 108,962.50	\$ 56,040.000	\$ 41,505.19	\$ 479,320.19
2040	\$ 83,000.00	\$ 102,000.00	\$ 94,000.00	\$ 103,845.00	\$ 55,210.000	\$ 41,505.19	\$ 479,560.19
2041	\$ 88,000.00	\$ 96,812.50	\$ 100,000.00	\$ 98,440.00	\$ 54,325.000	\$ 41,505.19	\$ 479,082.69
2042	\$ 94,000.00	\$ 91,312.50	\$ 106,000.00	\$ 92,690.00	\$ 53,385.000	\$ 41,505.19	\$ 478,892.69
2043	\$ 100,000.00	\$ 85,437.50	\$ 113,000.00	\$ 86,595.00	\$ 52,385.000	\$ 41,505.19	\$ 478,922.69
2044	\$ 107,000.00	\$ 79,187.50	\$ 120,000.00	\$ 80,097.50	\$ 51,320.000	\$ 41,505.19	\$ 479,110.19
2045	\$ 114,000.00	\$ 72,500.00	\$ 128,000.00	\$ 73,197.50	\$ 50,185.000	\$ 41,505.19	\$ 479,387.69
2046	\$ 122,000.00	\$ 65,375.00	\$ 135,000.00	\$ 65,837.50	\$ 48,975.000	\$ 41,505.19	\$ 478,692.69
2047	\$ 130,000.00	\$ 57,750.00	\$ 144,000.00	\$ 58,075.00	\$ 47,690.000	\$ 41,505.19	\$ 479,020.19
2048	\$ 139,000.00	\$ 49,625.00	\$ 153,000.00	\$ 49,795.00	\$ 46,320.000	\$ 41,505.19	\$ 479,245.19
2049	\$ 148,000.00	\$ 40,937.50	\$ 163,000.00	\$ 40,997.50	\$ 44,860.000	\$ 41,505.19	\$ 479,300.19
2050	\$ 159,000.00	\$ 31,687.50	\$ 173,000.00	\$ 31,625.00	\$ 43,305.000	\$ 41,505.19	\$ 480,122.69
2051	\$ 169,000.00	\$ 21,750.00	\$ 183,000.00	\$ 21,677.50	\$ 41,645.000	\$ 41,505.19	\$ 478,577.69
2052	\$ 179,000.00	\$ 11,187.50	\$ 194,000.00	\$ 11,155.00	\$ 39,885.000	\$ 41,505.19	\$ 476,732.69
<b>Total</b>	<b>\$ 2,430,000.00</b>	<b>\$ 3,054,375.88</b>	<b>\$ 2,744,000.00</b>	<b>\$ 2,999,481.11</b>	<b>\$ 1,301,070.00</b>	<b>\$ 1,203,650.51</b>	<b>\$ 13,599,819.12</b>

**Footnotes:**

- [a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.
- [b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.
- [c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [d] 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.



## EXHIBIT J – IMPROVEMENT AREA #3 TOTAL ASSESSMENT ROLL

Property ID	Legal Description	Improvement Area #3 <sup>[a]</sup>						
		Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest <sup>[f]</sup>	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d],[e]</sup>	
141-629-005-0001	Improvement Area #3 Initial Parcel	\$ 4,799,781.46	\$ -	\$ 194,647.06	\$ 23,021.61	\$ 25,494.59	\$ 243,163.27	
035-292-000-0347	Improvement Area #3 Initial Parcel	\$ 848,218.54	\$ -	\$ 34,398.08	\$ 4,068.39	\$ 4,505.41	\$ 42,971.87	
<b>Total</b>		<b>\$ 5,648,000.00</b>	<b>\$ -</b>	<b>\$ 229,045.14</b>	<b>\$ 27,090.00</b>	<b>\$ 30,000.00</b>	<b>\$ 286,135.14</b>	

**Footnotes:**

[a] Total may not match the Outstanding Assessment and Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] Includes \$60 per lot City PID Fee.

[d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

[e] For billing purposes only, until a plat has been recorded with the Improvement Area #3 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #3 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

[f] Additional Interest will not be collected on the Reimbursement Obligation.

## EXHIBIT K – IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Additional Interest	Annual Collection Costs [c]	Total Annual Installment [d]
	Principal	Interest [a]	Principal	Interest [b]			
2024	\$ -	\$ 229,045.14	\$ -	\$ -	\$ 27,090.00	\$ 30,000.00	\$ 286,135.14
2025	\$ 47,000.00	\$ 208,750.00	\$ 32,000.00	\$ 134,787.20	\$ 27,090.00	\$ 30,600.00	\$ 480,227.20
2026	\$ 50,000.00	\$ 205,812.50	\$ 34,000.00	\$ 132,918.40	\$ 27,090.00	\$ 31,212.00	\$ 481,032.90
2027	\$ 53,000.00	\$ 202,687.50	\$ 36,000.00	\$ 130,932.80	\$ 26,855.00	\$ 31,836.24	\$ 481,311.54
2028	\$ 55,000.00	\$ 199,375.00	\$ 38,000.00	\$ 128,830.40	\$ 26,605.00	\$ 32,472.96	\$ 480,283.36
2029	\$ 58,000.00	\$ 195,937.50	\$ 40,000.00	\$ 126,611.20	\$ 26,340.00	\$ 33,122.42	\$ 480,011.12
2030	\$ 62,000.00	\$ 192,312.50	\$ 43,000.00	\$ 124,275.20	\$ 26,065.00	\$ 33,784.87	\$ 481,437.57
2031	\$ 65,000.00	\$ 188,437.50	\$ 45,000.00	\$ 121,764.00	\$ 25,775.00	\$ 34,460.57	\$ 480,437.07
2032	\$ 69,000.00	\$ 184,375.00	\$ 48,000.00	\$ 119,136.00	\$ 25,465.00	\$ 35,149.78	\$ 481,125.78
2033	\$ 73,000.00	\$ 180,062.50	\$ 51,000.00	\$ 116,332.80	\$ 25,140.00	\$ 35,852.78	\$ 481,388.08
2034	\$ 77,000.00	\$ 175,500.00	\$ 54,000.00	\$ 113,354.40	\$ 24,795.00	\$ 36,569.83	\$ 481,219.23
2035	\$ 81,000.00	\$ 170,687.50	\$ 57,000.00	\$ 110,200.80	\$ 24,430.00	\$ 37,301.23	\$ 480,619.53
2036	\$ 86,000.00	\$ 165,625.00	\$ 60,000.00	\$ 106,872.00	\$ 24,045.00	\$ 38,047.25	\$ 480,589.25
2037	\$ 91,000.00	\$ 160,250.00	\$ 64,000.00	\$ 103,368.00	\$ 23,640.00	\$ 38,808.20	\$ 481,066.20
2038	\$ 96,000.00	\$ 154,562.50	\$ 67,000.00	\$ 99,630.40	\$ 23,210.00	\$ 39,584.36	\$ 479,987.26
2039	\$ 102,000.00	\$ 148,562.50	\$ 71,000.00	\$ 95,717.60	\$ 22,755.00	\$ 40,376.05	\$ 480,411.15
2040	\$ 108,000.00	\$ 142,187.50	\$ 75,000.00	\$ 91,571.20	\$ 22,275.00	\$ 41,183.57	\$ 480,217.27
2041	\$ 114,000.00	\$ 135,437.50	\$ 80,000.00	\$ 87,191.20	\$ 21,765.00	\$ 42,007.24	\$ 480,400.94
2042	\$ 121,000.00	\$ 128,312.50	\$ 85,000.00	\$ 82,519.20	\$ 21,225.00	\$ 42,847.39	\$ 480,904.09
2043	\$ 128,000.00	\$ 120,750.00	\$ 89,000.00	\$ 77,555.20	\$ 20,655.00	\$ 43,704.34	\$ 479,664.54
2044	\$ 136,000.00	\$ 112,750.00	\$ 95,000.00	\$ 72,357.60	\$ 20,050.00	\$ 44,578.42	\$ 480,736.02
2045	\$ 144,000.00	\$ 104,250.00	\$ 100,000.00	\$ 66,809.60	\$ 19,410.00	\$ 45,469.99	\$ 479,939.59
2046	\$ 153,000.00	\$ 95,250.00	\$ 106,000.00	\$ 60,969.60	\$ 18,730.00	\$ 46,379.39	\$ 480,328.99
2047	\$ 163,000.00	\$ 85,687.50	\$ 112,000.00	\$ 54,779.20	\$ 18,010.00	\$ 47,306.98	\$ 480,783.68
2048	\$ 173,000.00	\$ 75,500.00	\$ 119,000.00	\$ 48,238.40	\$ 17,245.00	\$ 48,253.12	\$ 481,236.52
2049	\$ 183,000.00	\$ 64,687.50	\$ 126,000.00	\$ 41,288.80	\$ 16,430.00	\$ 49,218.18	\$ 480,624.48
2050	\$ 195,000.00	\$ 53,250.00	\$ 133,000.00	\$ 33,930.40	\$ 15,565.00	\$ 50,202.54	\$ 480,947.94
2051	\$ 207,000.00	\$ 41,062.50	\$ 141,000.00	\$ 26,163.20	\$ 14,650.00	\$ 51,206.59	\$ 481,082.29
2052	\$ 220,000.00	\$ 28,125.00	\$ 149,000.00	\$ 17,928.80	\$ 13,675.00	\$ 52,230.73	\$ 480,959.53
2053	\$ 230,000.00	\$ 14,375.00	\$ 158,000.00	\$ 9,227.20	\$ 12,640.00	\$ 53,275.34	\$ 477,517.54
<b>Total</b>	<b>\$ 3,340,000.00</b>	<b>\$ 4,163,607.64</b>	<b>\$ 2,308,000.00</b>	<b>\$ 2,535,260.80</b>	<b>\$ 658,715.00</b>	<b>\$ 1,217,042.38</b>	<b>\$ 14,222,625.82</b>

**Footnotes:**

[a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual of the Series 2023 Bonds.

[b] Interest on the Improvement Area #3 Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.96% as of May 23, 2023.

[c] Includes \$60 per lot (\$7,140 for Improvement Area #3) is budgeted for costs incurred by City staff for administering the PID.

[d] 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.

## EXHIBIT L – MAXIMUM ASSESSMENT AND SPECIAL BENEFIT PER LOT TYPE

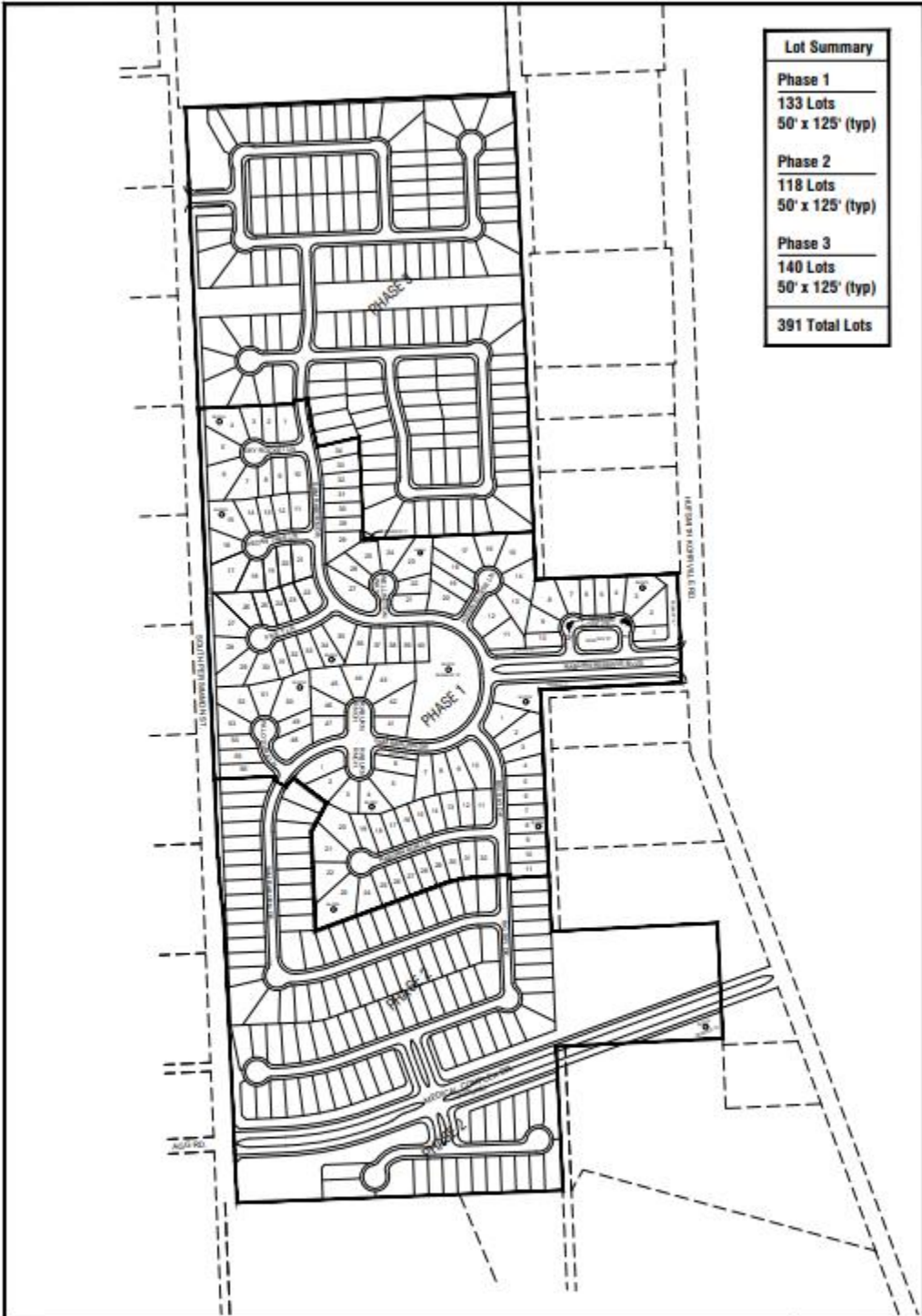
Lot Type	Units	Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Improvement Area #3 Assessment		Total Maximum Assessment <sup>[b]</sup>		Average Annual Installment		Gross PID TRE	Total Tax Stack
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total		
<i>Improvement Area #1</i>															
One	133	\$442,000	\$ 58,786,000	\$ 30,511	\$ 4,058,000	\$ -	\$ -	\$ -	\$ -	\$ 30,511	\$ 4,058,000	\$ 2,527	\$ 336,038	\$ 0.5716	\$ 2.943
<b>Subtotal</b>	<b>133</b>		<b>\$ 58,786,000</b>		<b>\$ 4,058,000</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 4,058,000</b>		<b>\$ 336,038</b>		
<i>Improvement Area #2</i>															
Two	118	\$442,000	\$ 52,156,000	\$ -	\$ -	\$ 43,847	\$ 5,174,000	\$ -	\$ -	\$ 43,847	\$ 5,174,000	\$ 3,691	\$ 435,530	\$ 0.8351	\$ 3.2068
<b>Subtotal</b>	<b>118</b>		<b>\$ 52,156,000</b>		<b>\$ -</b>		<b>\$ 5,174,000</b>		<b>\$ -</b>		<b>\$ 5,174,000</b>		<b>\$ 435,530</b>		
<i>Improvement Area #3</i>															
Three	140	\$450,000	\$ 63,000,000	\$ -	\$ -	\$ -	\$ -	\$ 23,857	\$ 3,340,000	\$ 23,857	\$ 3,340,000	\$ 3,433	\$ 480,569	\$ 0.7628	\$ 3.0169
<b>Subtotal</b>	<b>140</b>		<b>\$ 63,000,000</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 3,340,000</b>		<b>\$ 3,340,000</b>		<b>\$ 480,569</b>		
<b>Total/Weighted Average</b>	<b>391</b>		<b>\$173,942,000</b>		<b>\$ 4,058,000</b>		<b>\$ 5,174,000</b>		<b>\$ 3,340,000</b>		<b>\$ 12,572,000</b>				

**Footnotes:**

[a] Based on Retail Value per the Appraisal dated May 8, 2023.

[b] The Total Maximum Assessment for Lot Type 1 has been reduced from the amount shown in the 2020 Service and Assessment Plan by the amount of principal paid to date.

**EXHIBIT M – CONCEPT PLAN**



Lot Summary	
<b>Phase 1</b>	
133 Lots	
50' x 125' (typ)	
<b>Phase 2</b>	
118 Lots	
50' x 125' (typ)	
<b>Phase 3</b>	
140 Lots	
50' x 125' (typ)	
<b>391 Total Lots</b>	

**Raburn Reserve Master Plan**

A ± 110.12 Acre Community located in Tomball, Harris County, Texas.

August 2022

Scale: 1" = 40'

EHRA

Engineering & Planning

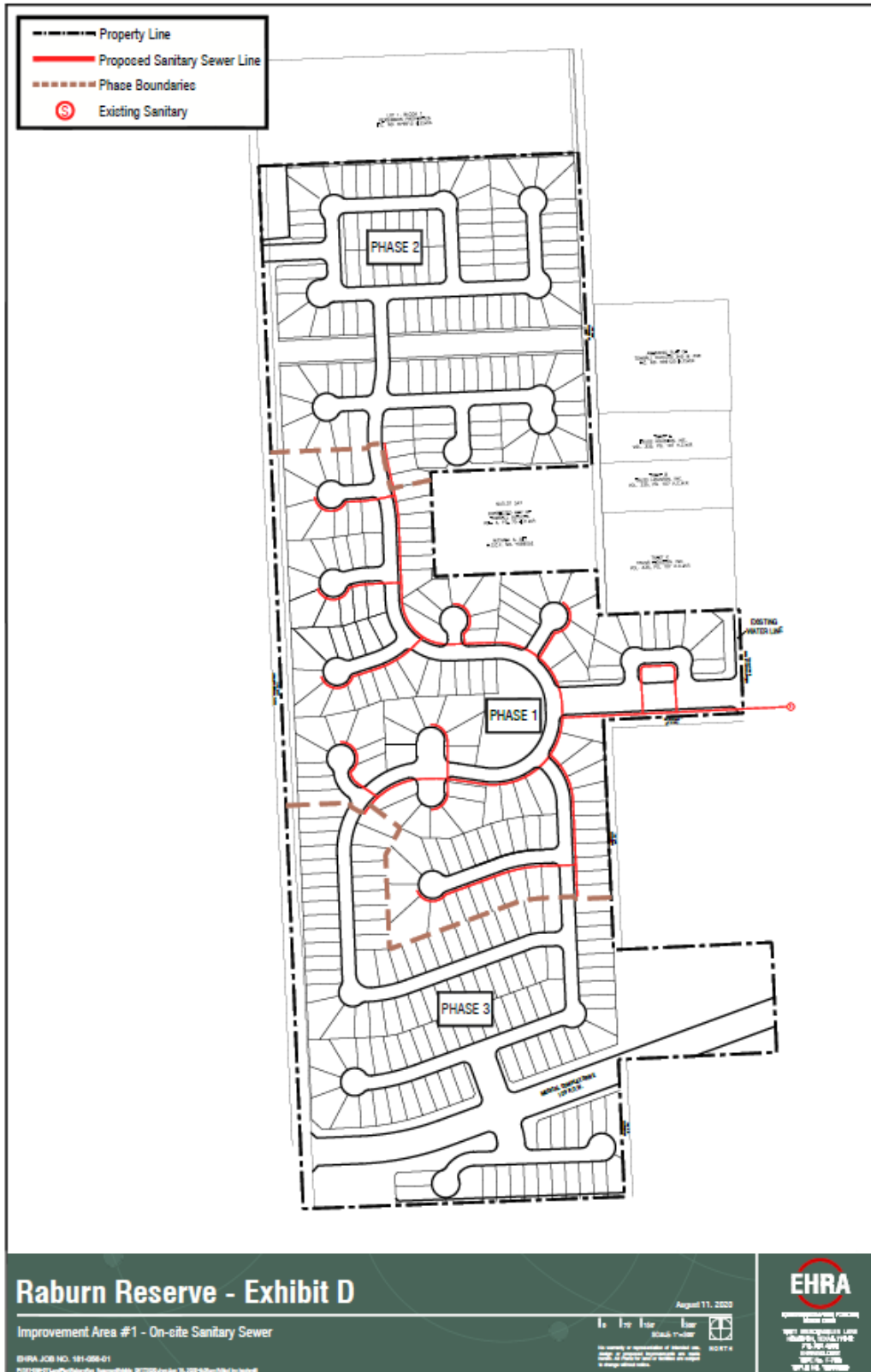
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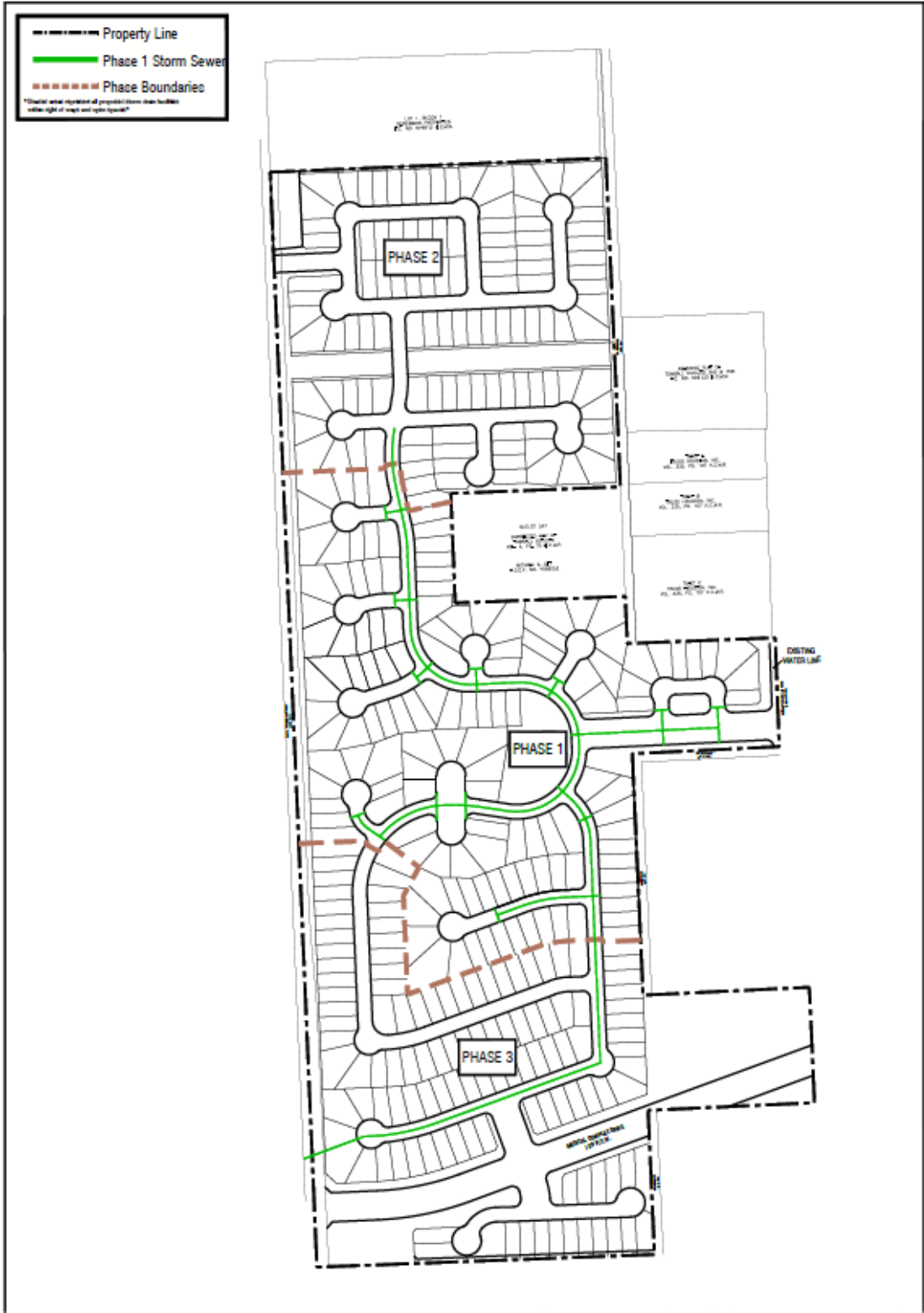
PHASE 1

PHASE 2

PHASE 3

# EXHIBIT N – IMPROVEMENT AREA #1 IMPROVEMENTS MAPS





# Raburn Reserve - Exhibit E

Improvement Area #1 - Onsite Storm Sewer

EHRA JOB NO. 181-088-01  
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August 11, 2023

1/8" = 1'-0" (Horizontal)  
 1/8" = 1'-0" (Vertical)

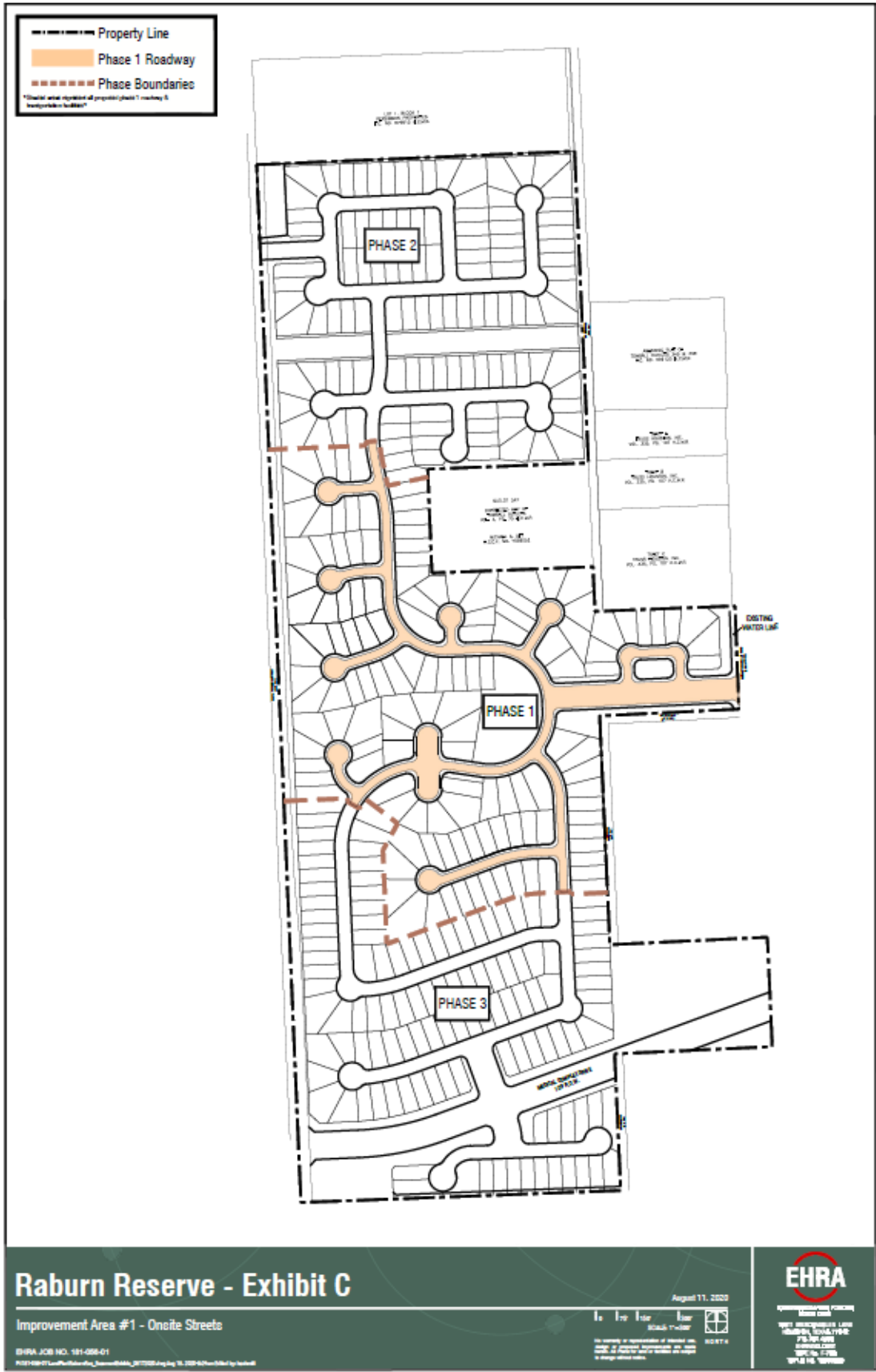
NO DATE

NO DATE

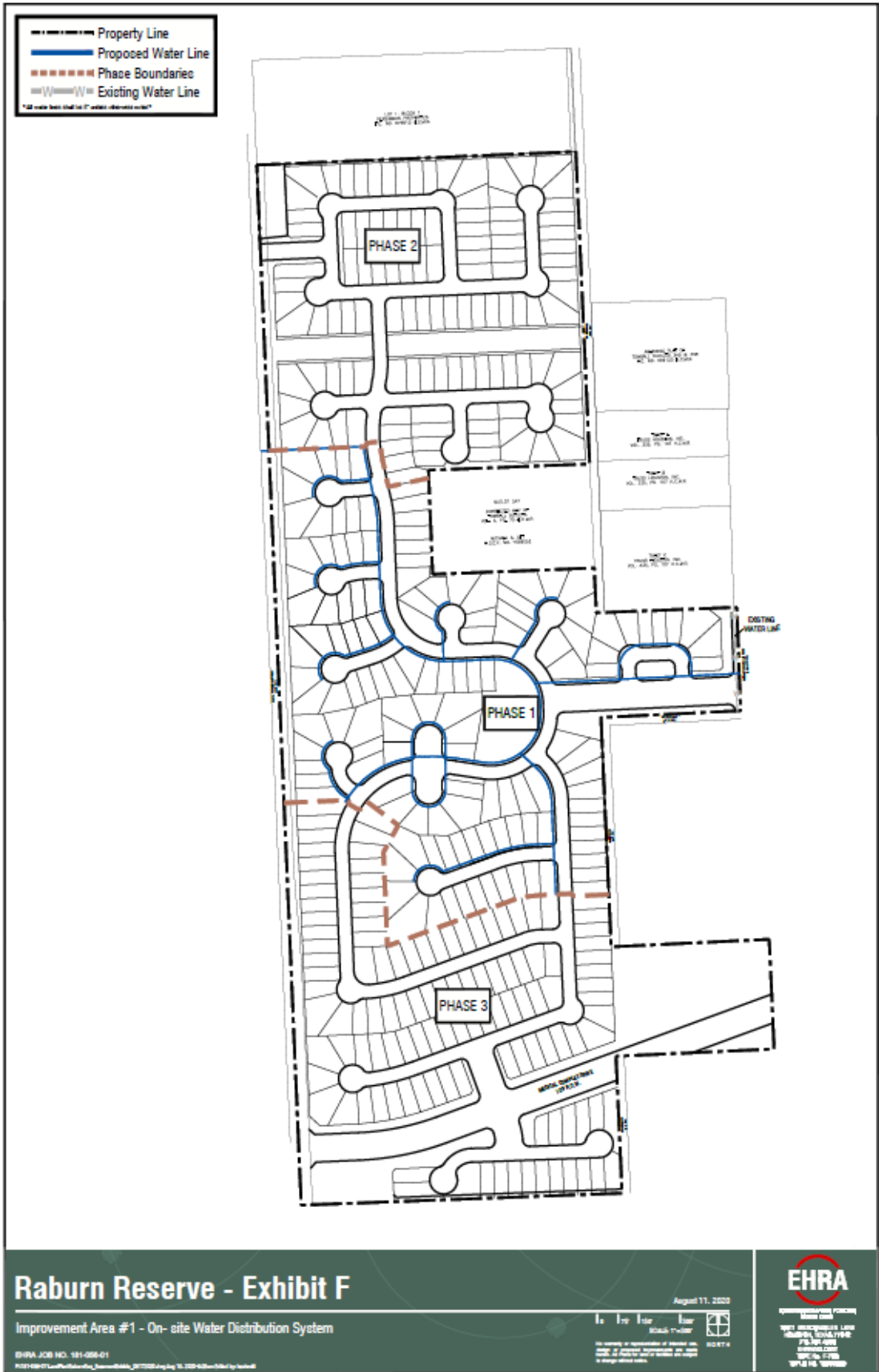


ENGINEERING PROFESSIONAL SERVICE  
 10000 WOODBRIDGE LANE  
 SUITE 100  
 WOODBRIDGE, VA 22191  
 TEL: 703-499-1000  
 FAX: 703-499-1001  
 WWW.EHRA.COM

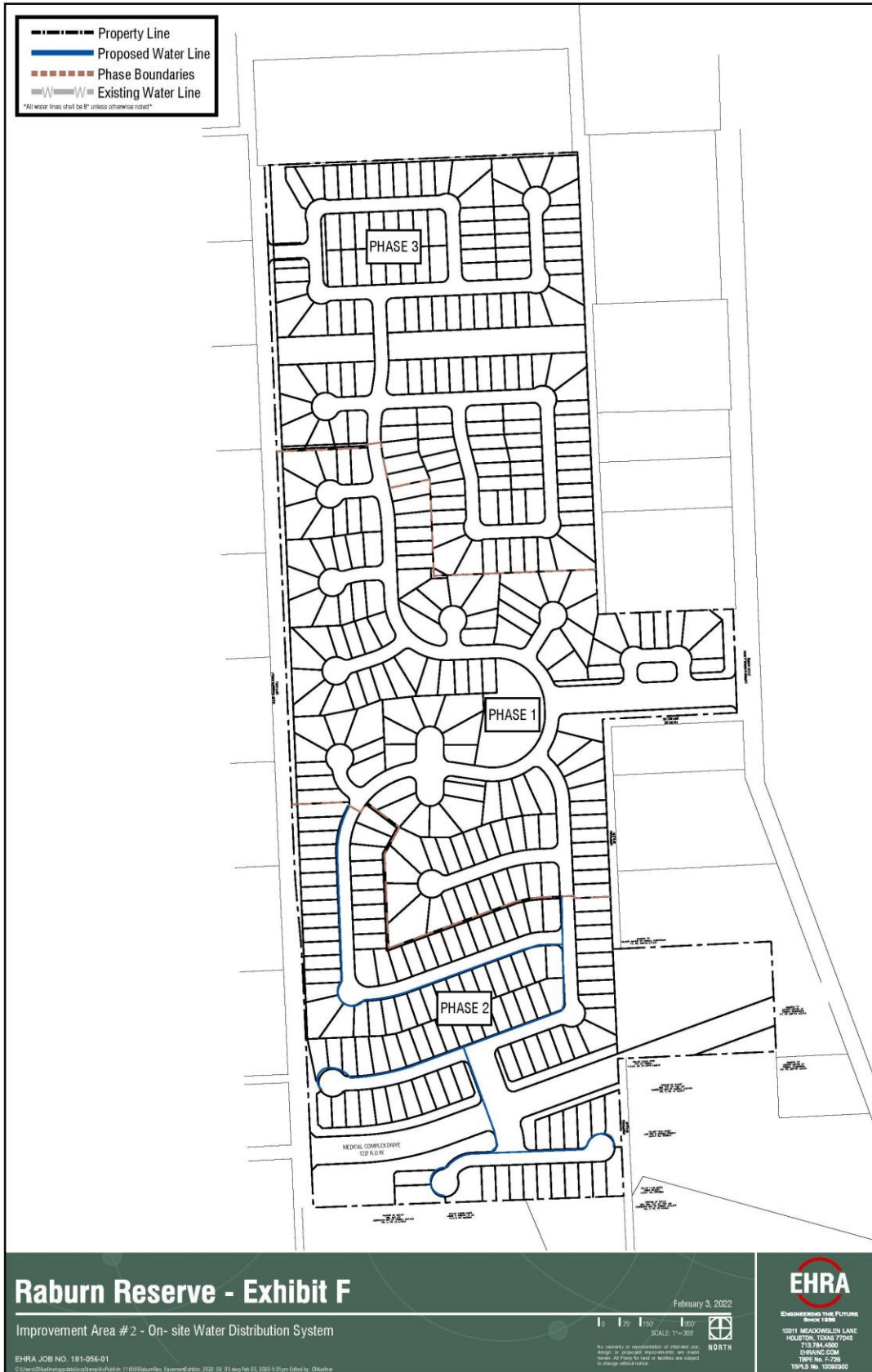
















# Raburn Reserve - Exhibit D

Improvement Area #2 - On-site Sanitary Sewer

EHRA JOB NO. 181-056-01

C:\Users\jbarber\appdata\local\temp\1181056\Drawn\_Courtesy\181-056-01\_2022\_02\_03.dwg (Feb 03, 2022 8:07pm) (Drawn by: JBarber)

February 3, 2022

0 75 150 SCALE: 1"=300'



No warranty or representation of project cost, design or material improvements are made herein. All Plans for land or facilities are subject to ground actual conditions.



**ENGINEERING THE FUTURE**  
 10311 MICHIGAN LANE  
 HOUSTON, TEXAS 77042  
 713.704.0000  
 SHAWN@EHRA.COM  
 TRAFFIC No. 1-728  
 TRAFFIC No. 1000540







# Raburn Reserve - Exhibit G

Improvement Area #2 - On-site Erosion Control

EHRA JOB NO. 181-056-01

C:\Users\jbarber\appdata\local\temp\1181056\Drawn\_Courtesy\181-056-01\_2022\_02\_03.dwg (Feb 03, 2022 8:07pm) (Drawn by: JBarber)

February 3, 2022

0 75 150 SCALE: 1"=300'

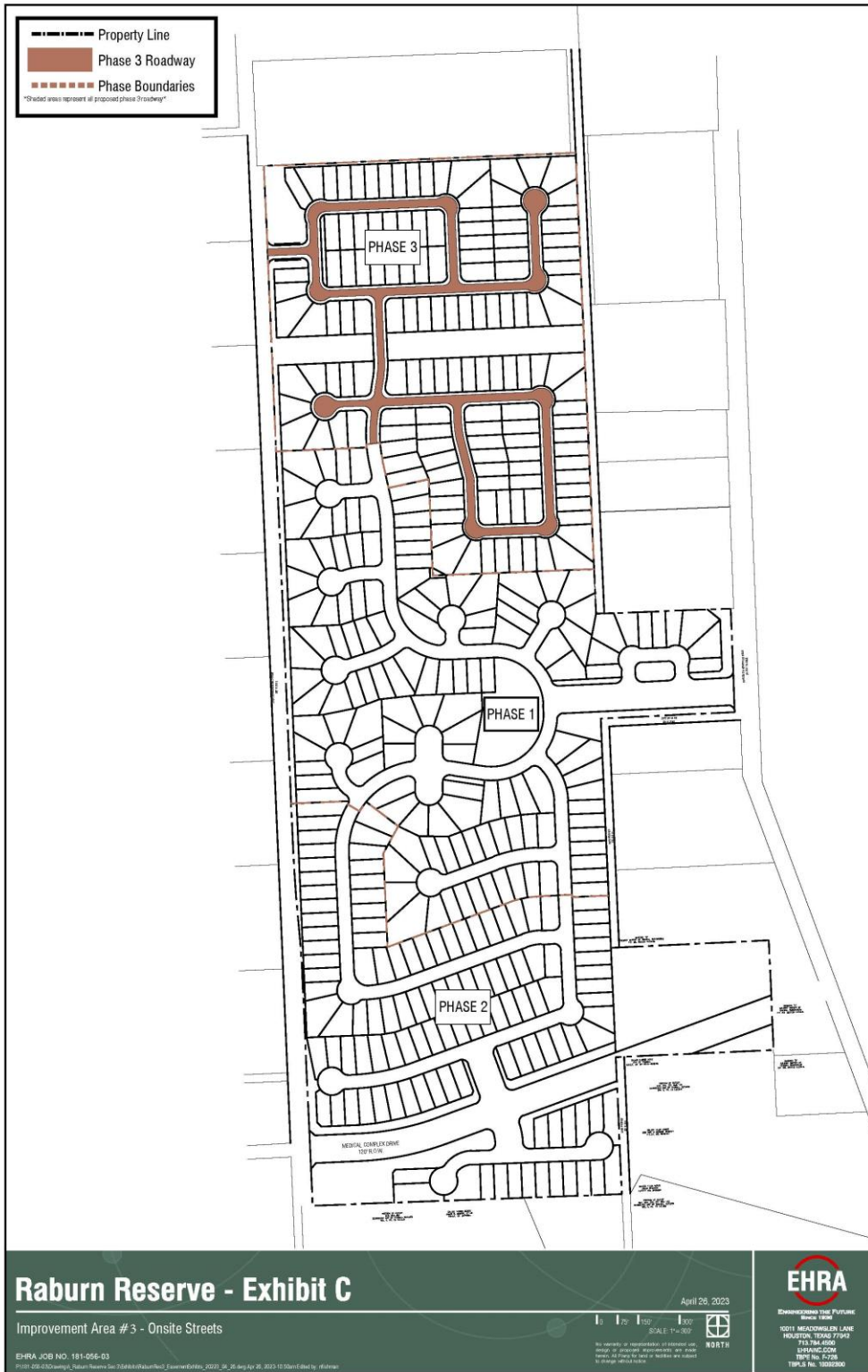


No warranty or representation of project cost, design or material improvements are made herein. All Plans for land or facilities are subject to Federal, State and local laws.



**EHRA**  
 ENGINEERING THE FUTURE  
 10011 MICHOWILLEN LANE  
 HOUSTON, TEXAS 77042  
 713.704.0000  
 SHAWN@EHRA.COM  
 TRF# No. E-728  
 TRF# No. 1000540

# EXHIBIT P – IMPROVEMENT AREA #3 IMPROVEMENTS MAPS









# Raburn Reserve - Exhibit D

Improvement Area #3 - On-site Sanitary Sewer

EHRA JOB NO. 191-056-03  
 PHASE 3: Raburn Reserve Sanitary Sewer System (Raburn Reserve) 2023, PHASE 3, April 26, 2023. 10:48 AM Edited by: r4dhray

April 26, 2023

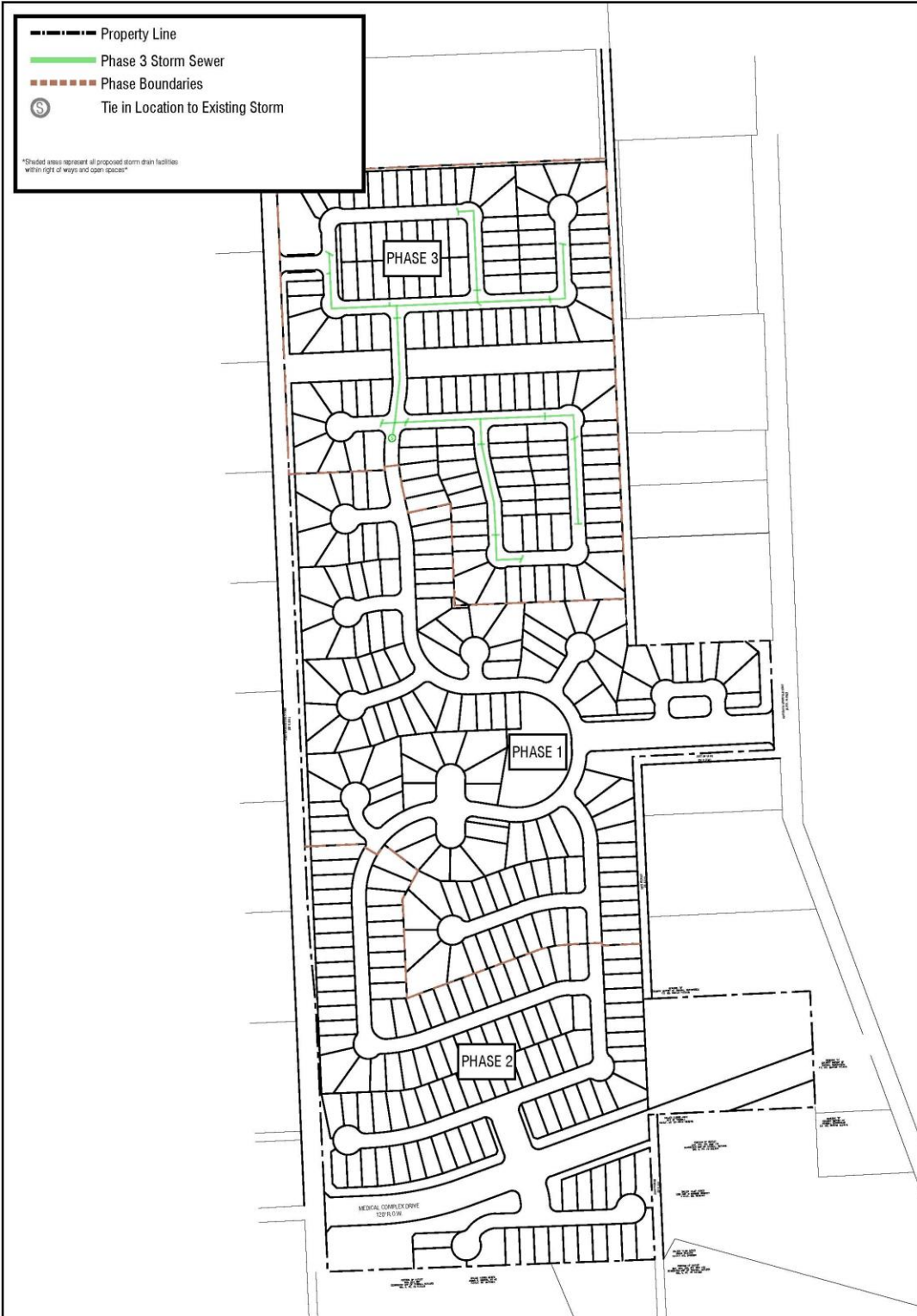
0 75 150 SCALE: 1"=300'

No warranty or representation of proposed construction or proposed improvements are made herein. All Plans for land or facilities are subject to proposed utility facilities.

**NORTH**



EMPOWERING THE FUTURE  
 SINCE 1986  
 10311 MIDCOWHILL LANE  
 HOUSTON, TEXAS 77042  
 713.744.4500  
 EHQ@EHRA.COM  
 TRF# No. E-728  
 TRF# No. 10222900



# Raburn Reserve - Exhibit E

Improvement Area #3 - Onsite Storm Sewer

EHRA JOB NO. 191-056-03  
 PH311 000 00000001 Raburn Reserve Site 20230401000101 2023\_04\_26 09:49:26 2023 10:47:01 Edited by: r461898

April 26, 2023

0 75 150 300  
 SCALE: 1"=300'



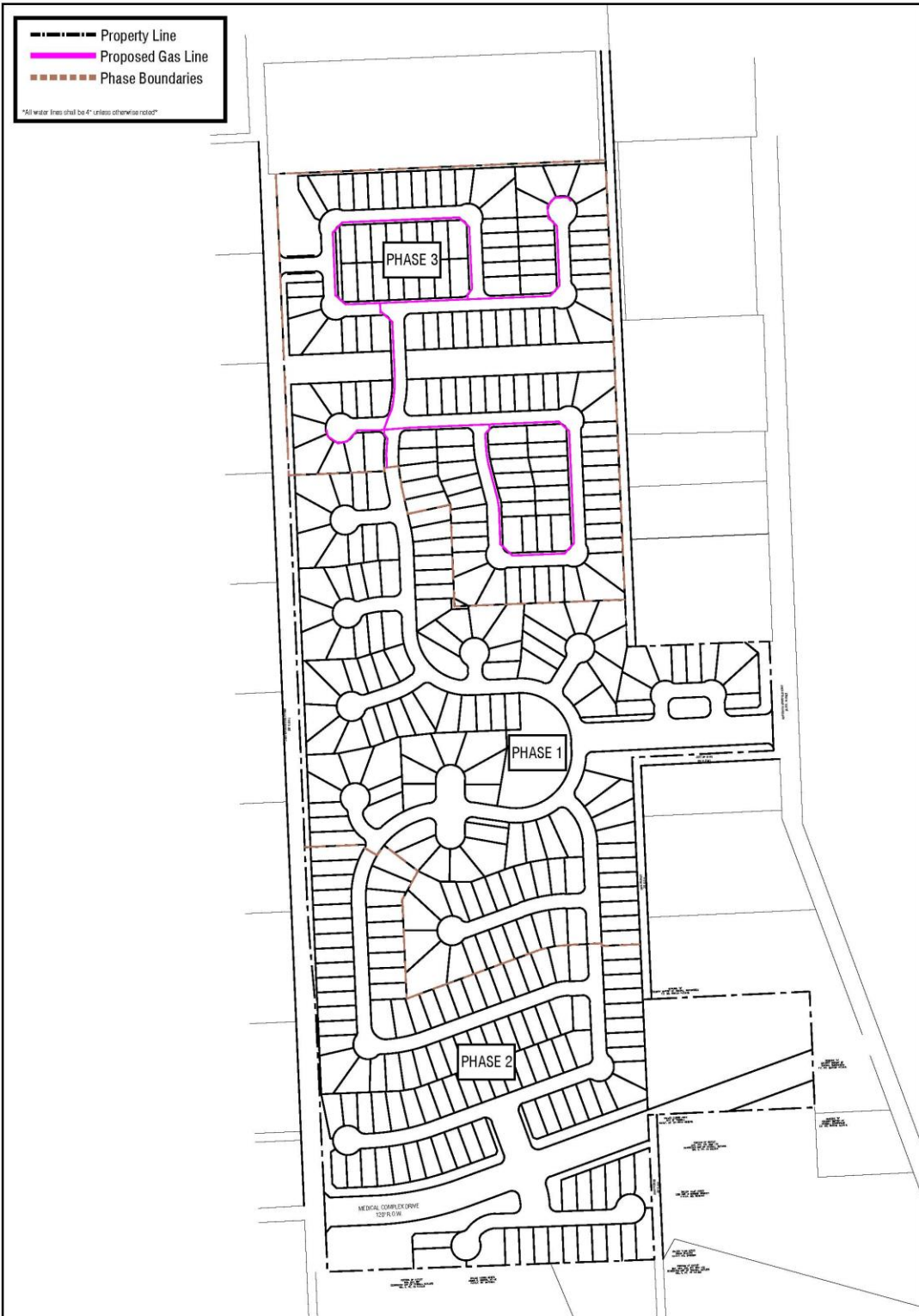
No warranty or representation of proposed use, design, or proposed improvements are made herein. All Plans for land or facilities are subject to proposed utility facilities.



EMPOWERING THE FUTURE  
 SINCE 1986  
 10311 MIDCOWHILL LANE  
 HOUSTON, TEXAS 77042  
 713.744.4500  
 EHQ@EHRA.COM  
 TRF# No. E-728  
 TRF# No. 10222900







# Raburn Reserve - Exhibit H

Improvement Area #3 - On-site Gas Distribution System

EHRA JOB NO. 191-056-03  
 PH311 000 03/20/2023 Raburn Reserve Site 21044104000001\_01.dwg (Raburn 2023)\_04\_26.dwg May 10, 2023 4:42 pm Edited by: d4dhan

April 26, 2023

**EHRA**  
 EMPOWERING THE FUTURE  
 SINCE 1986  
 10311 MIDCOWHILL LANE  
 HOUSTON, TEXAS 77042  
 713.744.4500  
 EHQ@EHRA.COM  
 TRF# No. E-728  
 TRF# No. 10222900

**EXHIBIT Q – 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

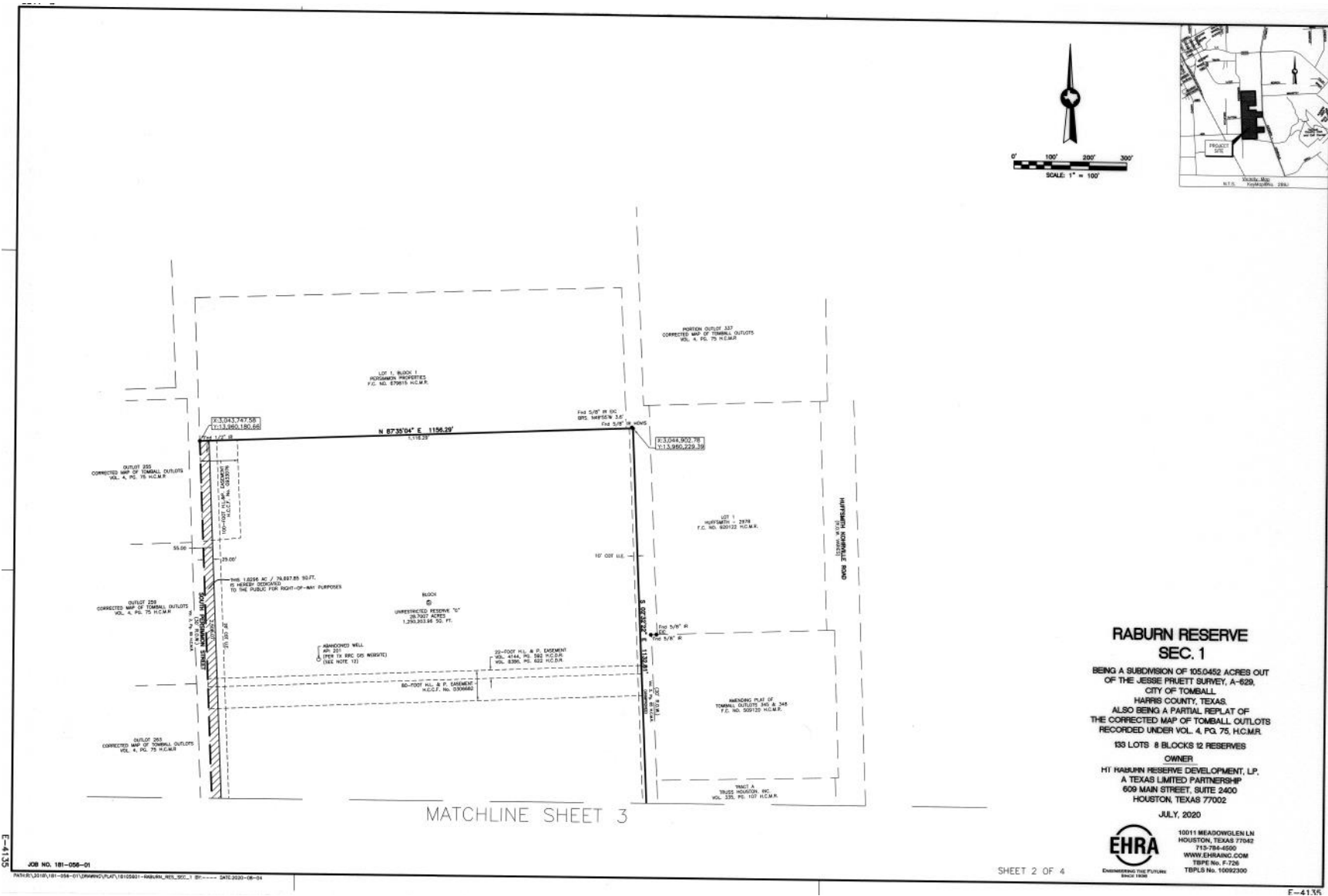


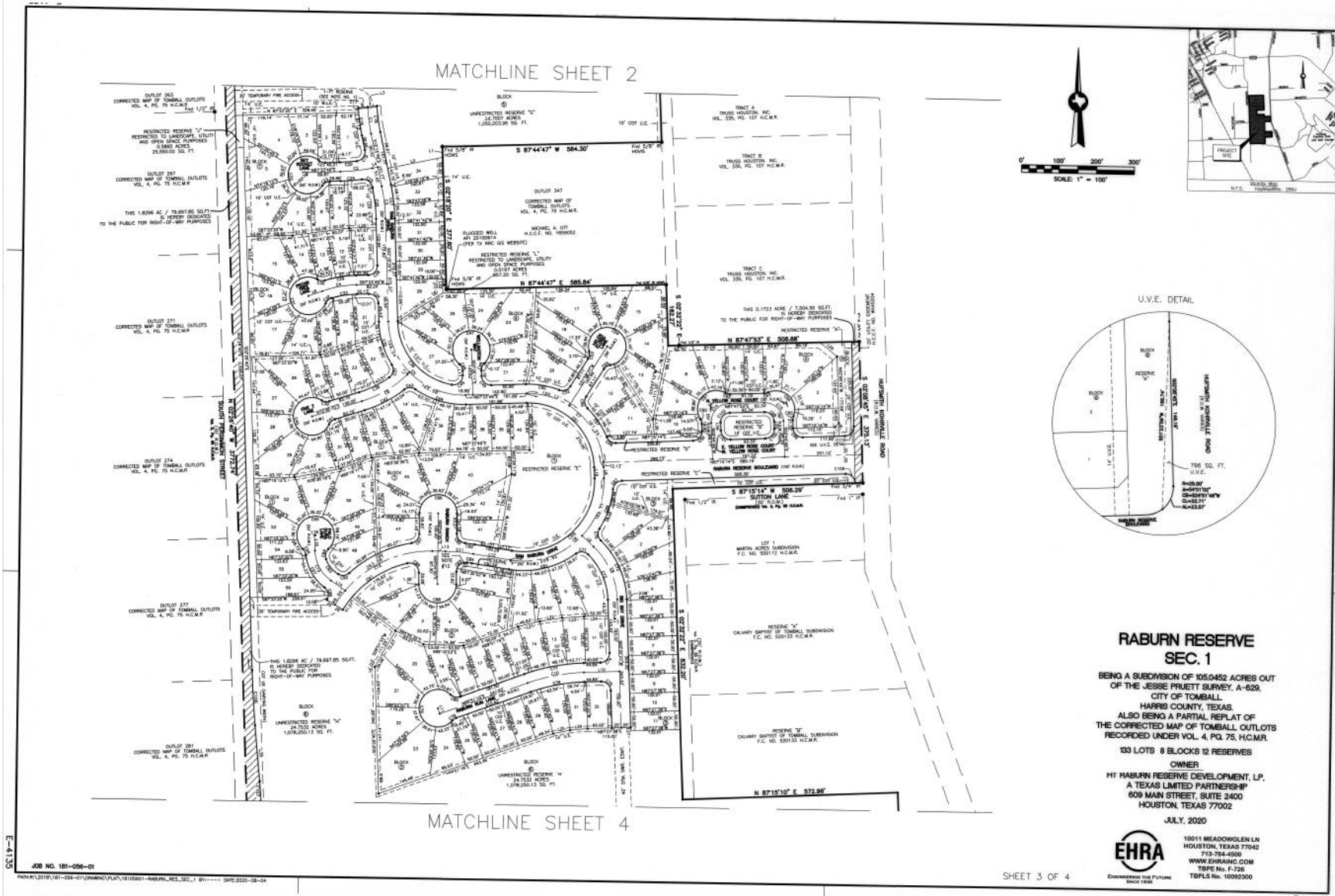












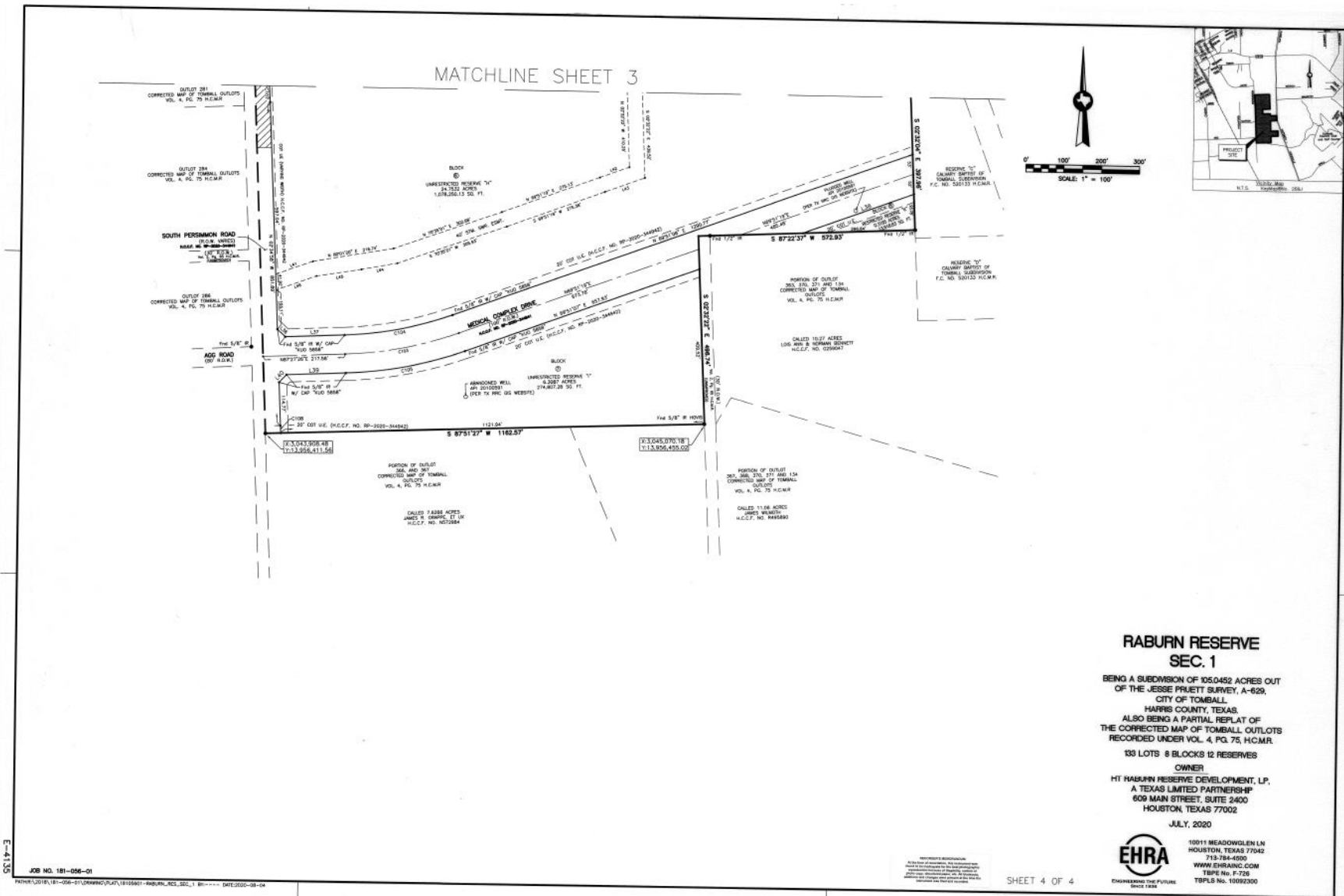
**RABURN RESERVE  
SEC. 1**

BEING A SUBDIVISION OF 105.0452 ACRES OUT  
OF THE JESSE PRUETT SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS,  
ALSO BEING A PARTIAL REPLAT OF  
THE CORRECTED MAP OF TOMBALL OUTLOTS  
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.,  
133 LOTS 8 BLOCKS 12 RESERVES  
OWNER  
HT RABURN RESERVE DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
808 MAIN STREET, SUITE 2400  
HOUSTON, TEXAS 77002  
JULY, 2020

**EHRA**  
10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-6500  
WWW.EHRAINCD.COM  
TBPLS No. F-738  
TBPLS No. 10992300

SHEET 3 OF 4

JOB NO. 181-056-01  
PLAN#12019181-056-01(UNAPPROVED) PLAN#18105601-REV01\_RCL\_02\_181-056-01-010-000-000-00-04



**RABURN RESERVE  
SEC. 1**

BEING A SUBDIVISION OF 135,0452 ACRES OUT  
OF THE JESSE PRAEITZ SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS,  
ALSO BEING A PARTIAL REPLAT OF  
THE CORRECTED MAP OF TOMBALL OUTLOTS  
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.  
135 LOTS & BLOCKS 12 RESERVES  
OWNER  
HT RABURN RESERVE DEVELOPMENT, LP,  
A TEXAS LIMITED PARTNERSHIP  
609 MAIN STREET, SUITE 2400  
HOUSTON, TEXAS 77002  
JULY, 2020

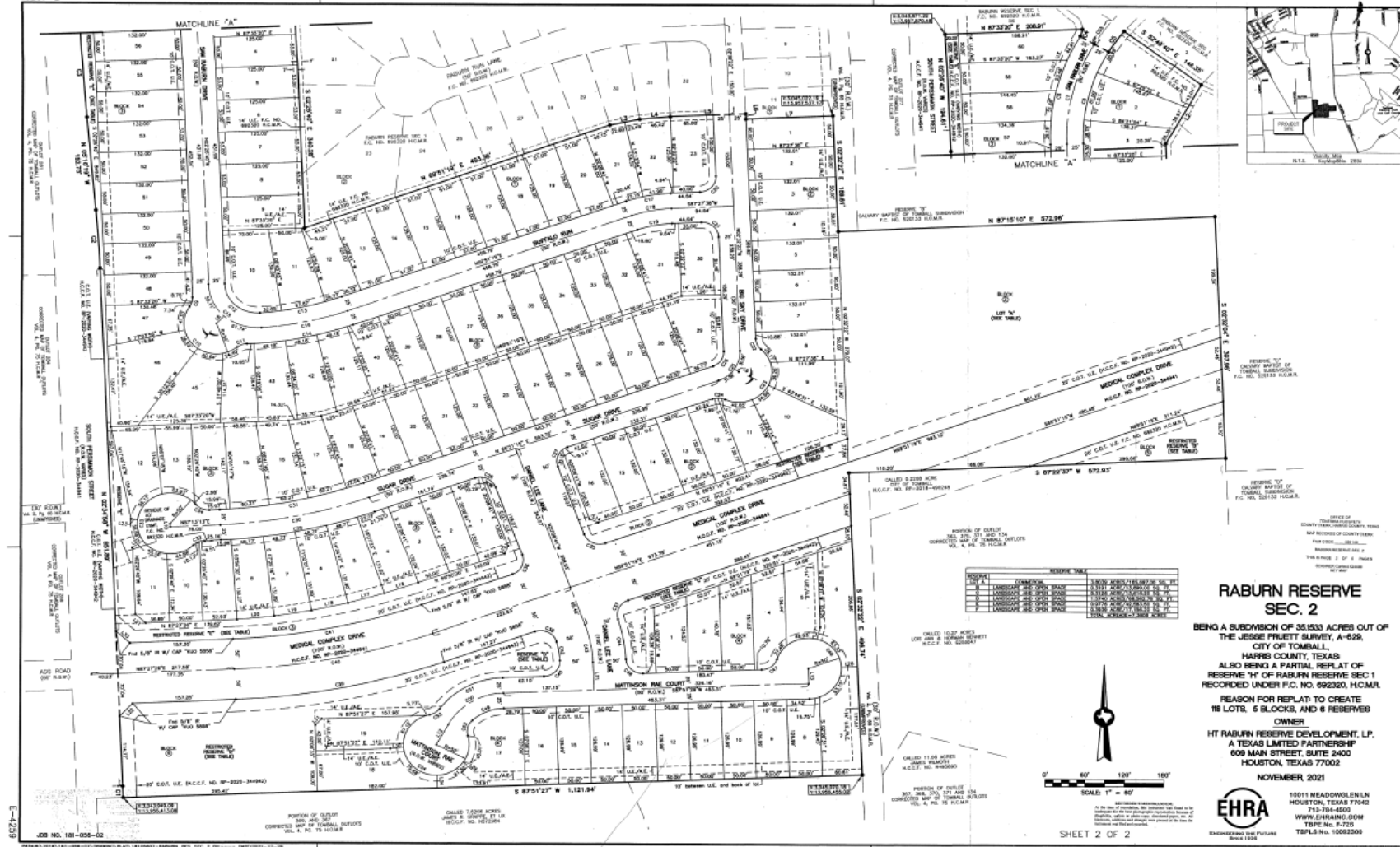
**EHRA**  
ENGINEERING THE FUTURE  
SINCE 1938

10011 HEADROWDEN LN  
HOUSTON, TEXAS 77052  
713-784-4000  
WWW.EHRAC.COM  
TEPE No. F-728  
TBPUS No. 10092300

E-41-75  
JOB NO. 181-056-01  
PRINTED FILE: \\E-05-01\DRAWING\PLAT\18105601-RABURN\_RES\_SEC\_1.dwg DATE: 2020-08-04







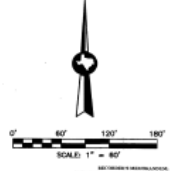
MEDICAL TRAIL	
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4	0.10
5	0.10
6	0.10
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8	0.10
9	0.10
10	0.10
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97	0.10
98	0.10
99	0.10
100	0.10

**RABURN RESERVE  
SEC. 2**

BEING A SUBDIVISION OF 35.1533 ACRES OUT OF THE JESSE PRUETT SURVEY, A-629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS. ALSO BEING A PARTIAL REPLAT OF RESERVE 117 OF RABURN RESERVE SEC 1 RECORDED UNDER F.C. NO. 692330, H.C.M.R. REASON FOR REPLAT: TO CREATE 118 LOTS, 5 BLOCKS, AND 6 RESERVE OWNERS. HT RABURN RESERVE DEVELOPMENT, L.P., A TEXAS LIMITED PARTNERSHIP 609 MAIN STREET, SUITE 3400 HOUSTON, TEXAS 77002

NOVEMBER 2021

**EHRA**  
10111 MEADOWSLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRAINC.COM  
TBRP No. 8-725  
TBRPL No. 10063300



SHEET 2 OF 2

**EXHIBIT T – IMPROVEMENT AREA #3 PLAT**



# EXHIBIT U – DISTRICT ENGINEER’S REPORT



2023.05.22 13:22:37-05'00'

## RABURN RESERVE SECTION 3

### UNIT PRICES

### PRELIMINARY CONSTRUCTION COST ESTIMATE

#### COST SUMMARY

	<u>WSD</u>	<u>ROAD</u>	<u>TOTAL</u>
1. Clearing, Grubbing, and Site Preparation	\$205,150.00	\$0.00	\$205,150.00
2. Water Distribution System	\$422,687.00	\$0.00	\$422,687.00
3. Wastewater Collection System	\$565,724.00	\$0.00	\$565,724.00
4. Storm Water Collection System	\$743,651.00	\$0.00	\$743,651.00
5. Natural Gas System	\$0.00	\$250,000.00	\$250,000.00
6. Excavation and Paving	\$0.00	\$2,048,305.84	\$2,048,305.84
7. Construction Staking Services (2.5%)	<u>\$48,430.30</u>	<u>\$57,457.65</u>	<u>\$105,887.95</u>
8. City of Tomball Construction Permit Fee (2%)	<u>\$38,744.24</u>	<u>\$45,966.12</u>	<u>\$84,710.36</u>
9. Certificate of Insurance, Performance, Payment and Maintenance Bonds	\$47,500.00	\$47,500.00	\$95,000.00
Contingency (5%)	\$103,594.33	\$122,461.48	\$226,055.81
<b>Sub-Total Construction Costs</b>	<b>\$2,175,480.87</b>	<b>\$2,571,691.08</b>	<b>\$4,747,171.95</b>
Drainage Impact Fees (\$5,750/Acre)	\$194,350.00	\$0.00	\$194,350.00
Engineering Fees (14%)	\$304,567.32	\$360,036.75	\$664,604.07
Storm Water Pollution Prevention Plan (2%)	\$43,509.62	\$51,433.82	\$94,943.44
Geotechnical Eng. & Construction Materials Testing (2%)	<u>\$43,509.62</u>	<u>\$51,433.82</u>	<u>\$94,943.44</u>
Sub-Total Eng., SWPPP, Geotech. Eng. & Const. Materials Testing Fees	<b>\$585,936.56</b>	<b>\$462,904.39</b>	<b>\$1,048,840.95</b>
<b>TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE</b>	<b>\$2,761,417.00</b>	<b>\$3,034,595.00</b>	<b>\$5,796,013.00</b>
<b>COST PER LOT</b>	<b>140</b>	<b>\$19,724.41</b>	<b>\$21,675.68</b>
<b>COST PER ACRE</b>	<b>33.8</b>	<b>\$81,698.73</b>	<b>\$89,780.92</b>

Notes:

1. Estimate does not include any additional costs that may be required for development outside the scope outlined above. These fees may include construction materials testing, geotechnical services, adjustments of existing private utilities (pipeline or "dry" utilities), etc.
2. The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

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**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**CLEARING, GRUBBING, AND SITE PREPARATION**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	Heavy Timber Clearing	11	AC	\$7,800.00	\$81,900.00
2.	Medium Timber or Brush Clearing	21.5	AC	\$5,500.00	\$118,250.00
3.	Storm Water Pollution Prevention Plan	1	LS	\$5,000.00	<u>\$5,000.00</u>
<b>TOTAL CLEARING, GRUBBING, AND SITE PREPARATION</b>					<b>\$205,150.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WATER DISTRIBUTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
4.	12-Inch C-900, PVC Water Line	20	LF	\$70.00	\$1,400.00
5.	8-Inch C-900, PVC Water Line	4,247	LF	\$42.00	\$178,374.00
6.	6-Inch C-900, PVC Water Line	423	LF	\$30.00	\$12,690.00
7.	6-Inch Plug and Clamp	2	EA	\$120.00	\$240.00
8.	8-Inch Gate Valve with Box	9	EA	\$2,000.00	\$18,000.00
9.	6-Inch Gate Valve with Box	11	EA	\$1,500.00	\$16,500.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WATER DISTRIBUTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
10.	Fire Hydrant	11	EA	\$5,000.00	\$55,000.00
11.	6-Inch C-900, PVC Fire Hydrant Lead	110	LF	\$30.00	\$3,300.00
12.	Remove Existing Plug and Clamp	1	EA	\$100.00	\$100.00
13.	12-Inch Wet Connection	1	EA	\$1,400.00	\$1,400.00
14.	Ductile Iron Fittings	1.4	TON	\$17,000.00	\$23,103.00
15.	Service Leads - Short Side	25	EA	\$1,000.00	\$25,000.00
16.	Service Leads - Long Side	46	EA	\$1,800.00	\$82,800.00
17.	Trench Safety	4,780	LF	\$1.00	\$4,780.00
<b>TOTAL WATER DISTRIBUTION SYSTEM</b>					<b>\$422,687.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WASTEWATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
18.	8-Inch SDR-26, PVC Sanitary Sewer (All Depths)	4,754	LF	\$48.00	\$228,192.00
19.	Standard 4-Foot Diameter Manhole	32	EA	\$3,500.00	\$112,000.00
20.	Extra Depth on Standard 4' Diameter Manhole	96	VF	\$350.00	\$33,600.00
21.	Long Side Sanitary Sewer Service Lead	14	EA	\$2,500.00	\$35,000.00
22.	Long Side Sanitary Sewer Service Lead w/ Stack	14	EA	\$2,800.00	\$39,200.00
23.	Short Side Sanitary Sewer Service Lead	27	EA	\$1,300.00	\$35,100.00
24.	Short Side Sanitary Sewer Service Lead w/ Stack	26	EA	\$1,500.00	\$39,000.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WASTEWATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
25.	8-Inch x 6-Inch Tapping Sleeve and Valve	1	EA	\$5,500.00	\$5,500.00
26.	Remove Existing Plug and Clamp	1	EA	\$100.00	\$100.00
27.	Trench Dewatering	951	LF	\$25.00	\$23,770.00
28.	Special Bedding for Wet Sand Construction	951	LF	\$10.00	\$9,508.00
29.	Trench Safety System	4,754	LF	\$1.00	\$4,754.00
<b>TOTAL WASTEWATER COLLECTION SYSTEM</b>					<b>\$565,724.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.



**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**STORM WATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
30.	Roadside Swales	1,500	LF	\$3.20	\$4,800.00
31.	2'x6', CLIII R/G, RCB Storm Sewer	38	LF	\$800.00	\$30,400.00
32.	2x3', CLIII R/G, RCB Storm Sewer	673	LF	\$270.00	\$181,710.00
33.	24-Inch, CLIII R/G, RCP Storm Sewer	2,878	LF	\$90.00	\$259,020.00
34.	24-Inch, CLIII, R/G RCP Inlet Lead	417	LF	\$95.00	\$39,615.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**STORM WATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
35.	Standard Junction Box Manhole (double wide)	1	EA	\$8,800.00	\$8,800.00
36.	Standard Type "C" Manhole (24"-42")	24	EA	\$5,000.00	\$120,000.00
37.	Standard Type "BB" Inlet	24	EA	\$3,700.00	\$88,800.00
38.	Remove Type "E" Inlet Cover and Replace with Standard Manhole Cover	1	EA	\$2,500.00	\$2,500.00
39.	Break Out and Connect to Existing Manhole	1	EA	\$2,000.00	\$2,000.00
40.	Trench Safety System	4,006	LF	\$1.00	\$4,006.00
41.	Storm Water Pollution Prevention Plan	1	LS	\$2,000.00	\$2,000.00
<b>TOTAL STORM WATER COLLECTION SYSTEM</b>					<b>\$743,651.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

RABURN RESERVE SECTION 3

UNIT PRICES

PRELIMINARY CONSTRUCTION COST ESTIMATE

GAS DISTRIBUTION SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
42.	Natural Gas Distribution System	1	LS	\$250,000.00	\$250,000.00
<b>TOTAL GAS DISTRIBUTION SYSTEM</b>					<b>\$250,000.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

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RABURN RESERVE SECTION 3

UNIT PRICES

PRELIMINARY CONSTRUCTION COST ESTIMATE

EXCAVATION AND PAVING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
43.	Roadway Excavation - on-site disposal	13,929	CY	\$4.50	\$62,679.00
44.	Proof-Roll	1	LS	\$6,500.00	\$6,500.00
45.	Fly Ash (50#/SY)	490	TONS	\$120.00	\$58,851.00
46.	Lime (36#/SY)	353	TONS	\$290.00	\$102,400.74
47.	8-Inch Stabilized Subgrade Preparation	19,617	SY	\$4.50	\$88,276.50
48.	6-Inch Reinforced Concrete Pavement	17,426	SY	\$60.00	\$1,045,560.00
49.	4-Inch X 12-Inch Reinforced Concrete Curb	7,195	LF	\$4.00	\$28,780.00
50.	6-Inch Reinforced Concrete Curb	2,667	LF	\$4.00	\$10,668.00
51.	Tie to Existing Reinforced Concrete Pavement w/ No header. ( W/ Header use \$2,500)	2	EA	\$10,000.00	\$20,000.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**EXCAVATION AND PAVING**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
52.	4-Inch Reinforced Concrete Sidewalk	5,357	SY	\$27.00	\$144,639.00
53.	Remove Existing Barricade	1	EA	\$150.00	\$150.00
54.	Lot Grading	140	EA	\$350.00	\$49,000.00
55.	Grading of Reserves	8	EA	\$800.00	\$6,400.00
56.	Wheelchair Ramps	14	EA	\$1,800.00	\$25,200.00
57.	Import Fill	23,400	CY	\$16.00	\$374,401.60
58.	6-Inch Irrigation Sleeves	200	LF	\$35.00	\$7,000.00
59.	Striping, Buttons and Signs	1	LS	\$5,000.00	\$5,000.00
60.	Pavement Block Around Existing Manhole	24	EA	\$200.00	\$4,800.00
61.	Stop Sign with Dual Street Name	10	EA	\$800.00	\$8,000.00
<b>TOTAL EXCAVATION AND PAVING</b>					<b>\$2,048,305.84</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**EXHIBIT V-1 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1  
BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,511.28**

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 *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 the City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due January 31,	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 375.94	\$ 703.71	\$ 180.45	\$ 738.83	\$ 90.23	\$ 429.08	\$ 2,518.24
2025	\$ 375.94	\$ 691.02	\$ 172.93	\$ 729.36	\$ 88.35	\$ 429.08	\$ 2,486.68
2026	\$ 413.53	\$ 678.34	\$ 172.93	\$ 720.28	\$ 86.47	\$ 429.08	\$ 2,500.63
2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 711.20	\$ 84.40	\$ 429.08	\$ 2,513.12
2028	\$ 413.53	\$ 650.42	\$ 240.60	\$ 700.15	\$ 82.33	\$ 429.08	\$ 2,516.12
2029	\$ 451.13	\$ 636.47	\$ 240.60	\$ 687.52	\$ 80.26	\$ 429.08	\$ 2,525.06
2030	\$ 451.13	\$ 621.24	\$ 278.20	\$ 674.89	\$ 78.01	\$ 429.08	\$ 2,532.54
2031	\$ 488.72	\$ 606.02	\$ 240.60	\$ 658.20	\$ 75.75	\$ 429.08	\$ 2,498.37
2032	\$ 488.72	\$ 586.47	\$ 315.79	\$ 643.76	\$ 73.31	\$ 429.08	\$ 2,537.13
2033	\$ 526.32	\$ 566.92	\$ 315.79	\$ 624.81	\$ 70.86	\$ 429.08	\$ 2,533.78
2034	\$ 563.91	\$ 545.86	\$ 315.79	\$ 605.86	\$ 68.23	\$ 429.08	\$ 2,528.74
2035	\$ 563.91	\$ 523.31	\$ 353.38	\$ 586.92	\$ 65.41	\$ 429.08	\$ 2,522.01
2036	\$ 601.50	\$ 500.75	\$ 353.38	\$ 565.71	\$ 62.59	\$ 429.08	\$ 2,513.03
2037	\$ 639.10	\$ 476.69	\$ 398.50	\$ 544.51	\$ 59.59	\$ 429.08	\$ 2,547.46
2038	\$ 639.10	\$ 451.13	\$ 436.09	\$ 520.60	\$ 56.39	\$ 429.08	\$ 2,532.39
2039	\$ 676.69	\$ 425.56	\$ 473.68	\$ 494.44	\$ 53.20	\$ 429.08	\$ 2,552.65
2040	\$ 714.29	\$ 398.50	\$ 481.20	\$ 466.02	\$ 49.81	\$ 429.08	\$ 2,538.89
2041	\$ 751.88	\$ 369.92	\$ 518.80	\$ 437.14	\$ 46.24	\$ 429.08	\$ 2,553.06
2042	\$ 789.47	\$ 339.85	\$ 563.91	\$ 406.02	\$ 42.48	\$ 429.08	\$ 2,570.81
2043	\$ 827.07	\$ 308.27	\$ 609.02	\$ 372.18	\$ 38.53	\$ 429.08	\$ 2,584.16
2044	\$ 864.66	\$ 275.19	\$ 616.54	\$ 335.64	\$ 34.40	\$ 429.08	\$ 2,555.51
2045	\$ 902.26	\$ 240.60	\$ 699.25	\$ 298.65	\$ 30.08	\$ 429.08	\$ 2,599.91
2046	\$ 939.85	\$ 204.51	\$ 744.36	\$ 256.69	\$ 25.56	\$ 429.08	\$ 2,600.06
2047	\$ 977.44	\$ 166.92	\$ 796.99	\$ 212.03	\$ 20.86	\$ 429.08	\$ 2,603.33
2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 164.21	\$ 15.98	\$ 429.08	\$ 2,601.75
2049	\$ 1,052.63	\$ 87.22	\$ 932.33	\$ 113.23	\$ 10.90	\$ 429.08	\$ 2,625.40
2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 57.29	\$ 5.64	\$ 429.08	\$ 2,619.83
<b>Total</b>	<b>\$ 18,045.11</b>	<b>\$ 11,892.19</b>	<b>\$ 12,466.17</b>	<b>\$ 13,326.15</b>	<b>\$ 1,495.86</b>	<b>\$ 11,585.16</b>	<b>\$ 68,810.64</b>

**Footnotes:**

- [a] Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.
- [b] Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.
- [c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.
- [d] 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.

**EXHIBIT V-2 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE  
141-629-002-010 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 141-629-002-0010 PRINCIPAL ASSESSMENT: \$26,261.27**

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 *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 the City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 141-629-002-0010

Annual Installment Due	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
1/31/2024	\$ 323.57	\$ 703.71	\$ 155.32	\$ 738.83	\$ 90.23	\$ 369.31	\$ 2,380.97
1/31/2025	\$ 323.57	\$ 691.02	\$ 148.84	\$ 729.36	\$ 88.35	\$ 369.31	\$ 2,350.46
1/31/2026	\$ 355.93	\$ 678.34	\$ 148.84	\$ 720.28	\$ 86.47	\$ 369.31	\$ 2,359.17
1/31/2027	\$ 355.93	\$ 664.38	\$ 181.20	\$ 711.20	\$ 84.40	\$ 369.31	\$ 2,366.43
1/31/2028	\$ 355.93	\$ 650.42	\$ 207.09	\$ 700.15	\$ 82.33	\$ 369.31	\$ 2,365.24
1/31/2029	\$ 388.29	\$ 636.47	\$ 207.09	\$ 687.52	\$ 80.26	\$ 369.31	\$ 2,368.94
1/31/2030	\$ 388.29	\$ 621.24	\$ 239.44	\$ 674.89	\$ 78.01	\$ 369.31	\$ 2,371.18
1/31/2031	\$ 420.65	\$ 606.02	\$ 207.09	\$ 658.20	\$ 75.75	\$ 369.31	\$ 2,337.01
1/31/2032	\$ 420.65	\$ 586.47	\$ 271.80	\$ 643.76	\$ 73.31	\$ 369.31	\$ 2,365.29
1/31/2033	\$ 453.00	\$ 566.92	\$ 271.80	\$ 624.81	\$ 70.86	\$ 369.31	\$ 2,356.71
1/31/2034	\$ 485.36	\$ 545.86	\$ 271.80	\$ 605.86	\$ 68.23	\$ 369.31	\$ 2,346.44
1/31/2035	\$ 485.36	\$ 523.31	\$ 304.16	\$ 586.92	\$ 65.41	\$ 369.31	\$ 2,334.47
1/31/2036	\$ 517.72	\$ 500.75	\$ 304.16	\$ 565.71	\$ 62.59	\$ 369.31	\$ 2,320.25
1/31/2037	\$ 550.08	\$ 476.69	\$ 342.99	\$ 544.51	\$ 59.59	\$ 369.31	\$ 2,343.17
1/31/2038	\$ 550.08	\$ 451.13	\$ 375.35	\$ 520.60	\$ 56.39	\$ 369.31	\$ 2,322.85
1/31/2039	\$ 582.43	\$ 425.56	\$ 407.70	\$ 494.44	\$ 53.20	\$ 369.31	\$ 2,332.64
1/31/2040	\$ 614.79	\$ 398.50	\$ 414.17	\$ 466.02	\$ 49.81	\$ 369.31	\$ 2,312.60
1/31/2041	\$ 647.15	\$ 369.92	\$ 446.53	\$ 437.14	\$ 46.24	\$ 369.31	\$ 2,316.30
1/31/2042	\$ 679.51	\$ 339.85	\$ 485.36	\$ 406.02	\$ 42.48	\$ 369.31	\$ 2,322.52
1/31/2043	\$ 711.86	\$ 308.27	\$ 524.19	\$ 372.18	\$ 38.53	\$ 369.31	\$ 2,324.35
1/31/2044	\$ 744.22	\$ 275.19	\$ 530.66	\$ 335.64	\$ 34.40	\$ 369.31	\$ 2,289.42
1/31/2045	\$ 776.58	\$ 240.60	\$ 601.85	\$ 298.65	\$ 30.08	\$ 369.31	\$ 2,317.06
1/31/2046	\$ 808.94	\$ 204.51	\$ 640.68	\$ 256.69	\$ 25.56	\$ 369.31	\$ 2,305.69
1/31/2047	\$ 841.29	\$ 166.92	\$ 685.98	\$ 212.03	\$ 20.86	\$ 369.31	\$ 2,296.39
1/31/2048	\$ 873.65	\$ 127.82	\$ 731.28	\$ 164.21	\$ 15.98	\$ 369.31	\$ 2,282.25
1/31/2049	\$ 906.01	\$ 87.22	\$ 802.46	\$ 113.23	\$ 10.90	\$ 369.31	\$ 2,289.14
1/31/2050	\$ 970.72	\$ 45.11	\$ 821.88	\$ 57.29	\$ 5.64	\$ 369.31	\$ 2,269.96
<b>Total</b>	<b>\$15,531.55</b>	<b>\$ 11,892.19</b>	<b>\$ 10,729.72</b>	<b>\$13,326.15</b>	<b>\$1,495.86</b>	<b>\$ 9,971.43</b>	<b>\$ 62,946.90</b>

**Footnotes:**

- [a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.
- [b] Interest on the Improvement Area #1 Additional Bonds is calculated at the actual rate of the PID Bonds.
- [c] Includes a \$60 per lot (\$7,980 for Improvement Area #1) for costs incurred by City staff for administering the PID.
- [d] 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.

**EXHIBIT V-3 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2  
BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,847.46**

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 *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 the City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due January 31,	Improvement Area #2 2022 Bonds		Improvement Area #2 2023 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 254.24	\$ 1,273.67	\$ 322.03	\$ 1,318.55	\$ 219.24	\$ 351.74	\$ 3,739.46
2025	\$ 271.19	\$ 1,259.68	\$ 322.03	\$ 1,318.60	\$ 319.32	\$ 351.74	\$ 3,842.57
2026	\$ 288.14	\$ 1,244.77	\$ 338.98	\$ 1,300.08	\$ 316.36	\$ 351.74	\$ 3,840.07
2027	\$ 305.08	\$ 1,228.92	\$ 364.41	\$ 1,280.59	\$ 313.22	\$ 351.74	\$ 3,843.96
2028	\$ 322.03	\$ 1,212.14	\$ 381.36	\$ 1,259.64	\$ 309.87	\$ 351.74	\$ 3,836.78
2029	\$ 347.46	\$ 1,194.43	\$ 406.78	\$ 1,237.71	\$ 306.36	\$ 351.74	\$ 3,844.47
2030	\$ 364.41	\$ 1,175.32	\$ 432.20	\$ 1,214.32	\$ 302.58	\$ 351.74	\$ 3,840.57
2031	\$ 389.83	\$ 1,152.54	\$ 466.10	\$ 1,189.47	\$ 298.60	\$ 351.74	\$ 3,848.29
2032	\$ 415.25	\$ 1,128.18	\$ 491.53	\$ 1,162.67	\$ 294.32	\$ 351.74	\$ 3,843.69
2033	\$ 440.68	\$ 1,102.22	\$ 525.42	\$ 1,134.41	\$ 289.79	\$ 351.74	\$ 3,844.26
2034	\$ 474.58	\$ 1,074.68	\$ 550.85	\$ 1,104.19	\$ 284.96	\$ 351.74	\$ 3,841.00
2035	\$ 508.47	\$ 1,045.02	\$ 593.22	\$ 1,072.52	\$ 499.07	\$ 351.74	\$ 4,070.04
2036	\$ 542.37	\$ 1,013.24	\$ 627.12	\$ 1,038.41	\$ 493.56	\$ 351.74	\$ 4,066.44
2037	\$ 576.27	\$ 979.34	\$ 669.49	\$ 1,002.35	\$ 487.71	\$ 351.74	\$ 4,066.91
2038	\$ 610.17	\$ 943.33	\$ 703.39	\$ 963.86	\$ 481.48	\$ 351.74	\$ 4,053.96
2039	\$ 652.54	\$ 905.19	\$ 754.24	\$ 923.41	\$ 474.92	\$ 351.74	\$ 4,062.04
2040	\$ 703.39	\$ 864.41	\$ 796.61	\$ 880.04	\$ 467.88	\$ 351.74	\$ 4,064.07
2041	\$ 745.76	\$ 820.44	\$ 847.46	\$ 834.24	\$ 460.38	\$ 351.74	\$ 4,060.02
2042	\$ 796.61	\$ 773.83	\$ 898.31	\$ 785.51	\$ 452.42	\$ 351.74	\$ 4,058.41
2043	\$ 847.46	\$ 724.05	\$ 957.63	\$ 733.86	\$ 443.94	\$ 351.74	\$ 4,058.67
2044	\$ 906.78	\$ 671.08	\$ 1,016.95	\$ 678.79	\$ 434.92	\$ 351.74	\$ 4,060.26
2045	\$ 966.10	\$ 614.41	\$ 1,084.75	\$ 620.32	\$ 425.30	\$ 351.74	\$ 4,062.61
2046	\$ 1,033.90	\$ 554.03	\$ 1,144.07	\$ 557.94	\$ 415.04	\$ 351.74	\$ 4,056.72
2047	\$ 1,101.69	\$ 489.41	\$ 1,220.34	\$ 492.16	\$ 404.15	\$ 351.74	\$ 4,059.49
2048	\$ 1,177.97	\$ 420.55	\$ 1,296.61	\$ 421.99	\$ 392.54	\$ 351.74	\$ 4,061.40
2049	\$ 1,254.24	\$ 346.93	\$ 1,381.36	\$ 347.44	\$ 380.17	\$ 351.74	\$ 4,061.87
2050	\$ 1,347.46	\$ 268.54	\$ 1,466.10	\$ 268.01	\$ 366.99	\$ 351.74	\$ 4,068.84
2051	\$ 1,432.20	\$ 184.32	\$ 1,550.85	\$ 183.71	\$ 352.92	\$ 351.74	\$ 4,055.74
2052	\$ 1,516.95	\$ 94.81	\$ 1,644.07	\$ 94.53	\$ 338.01	\$ 351.74	\$ 4,040.11
<b>Total</b>	<b>\$ 20,593.22</b>	<b>\$ 25,884.54</b>	<b>\$ 23,254.24</b>	<b>\$ 25,419.33</b>	<b>\$ 11,026.02</b>	<b>\$ 10,200.43</b>	<b>\$ 115,252.70</b>

**Footnotes:**

[a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

[b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.

[c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

[d] 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.

**EXHIBIT V-4 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3  
INITIAL PARCEL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$5,648,000.00**

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 *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 the City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF HARRIS

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF HARRIS

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 3 INITIAL PARCEL

Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ -	\$ 229,045.14	\$ -	\$ -	\$ 27,090.00	\$ 30,000.00	\$ 286,135.14
2025	\$ 47,000.00	\$ 208,750.00	\$ 32,000.00	\$ 134,787.20	\$ 27,090.00	\$ 30,600.00	\$ 480,227.20
2026	\$ 50,000.00	\$ 205,812.50	\$ 34,000.00	\$ 132,918.40	\$ 27,090.00	\$ 31,212.00	\$ 481,032.90
2027	\$ 53,000.00	\$ 202,687.50	\$ 36,000.00	\$ 130,932.80	\$ 26,855.00	\$ 31,836.24	\$ 481,311.54
2028	\$ 55,000.00	\$ 199,375.00	\$ 38,000.00	\$ 128,830.40	\$ 26,605.00	\$ 32,472.96	\$ 480,283.36
2029	\$ 58,000.00	\$ 195,937.50	\$ 40,000.00	\$ 126,611.20	\$ 26,340.00	\$ 33,122.42	\$ 480,011.12
2030	\$ 62,000.00	\$ 192,312.50	\$ 43,000.00	\$ 124,275.20	\$ 26,065.00	\$ 33,784.87	\$ 481,437.57
2031	\$ 65,000.00	\$ 188,437.50	\$ 45,000.00	\$ 121,764.00	\$ 25,775.00	\$ 34,460.57	\$ 480,437.07
2032	\$ 69,000.00	\$ 184,375.00	\$ 48,000.00	\$ 119,136.00	\$ 25,465.00	\$ 35,149.78	\$ 481,125.78
2033	\$ 73,000.00	\$ 180,062.50	\$ 51,000.00	\$ 116,332.80	\$ 25,140.00	\$ 35,852.78	\$ 481,388.08
2034	\$ 77,000.00	\$ 175,500.00	\$ 54,000.00	\$ 113,354.40	\$ 24,795.00	\$ 36,569.83	\$ 481,219.23
2035	\$ 81,000.00	\$ 170,687.50	\$ 57,000.00	\$ 110,200.80	\$ 24,430.00	\$ 37,301.23	\$ 480,619.53
2036	\$ 86,000.00	\$ 165,625.00	\$ 60,000.00	\$ 106,872.00	\$ 24,045.00	\$ 38,047.25	\$ 480,589.25
2037	\$ 91,000.00	\$ 160,250.00	\$ 64,000.00	\$ 103,368.00	\$ 23,640.00	\$ 38,808.20	\$ 481,066.20
2038	\$ 96,000.00	\$ 154,562.50	\$ 67,000.00	\$ 99,630.40	\$ 23,210.00	\$ 39,584.36	\$ 479,987.26
2039	\$ 102,000.00	\$ 148,562.50	\$ 71,000.00	\$ 95,717.60	\$ 22,755.00	\$ 40,376.05	\$ 480,411.15
2040	\$ 108,000.00	\$ 142,187.50	\$ 75,000.00	\$ 91,571.20	\$ 22,275.00	\$ 41,183.57	\$ 480,217.27
2041	\$ 114,000.00	\$ 135,437.50	\$ 80,000.00	\$ 87,191.20	\$ 21,765.00	\$ 42,007.24	\$ 480,400.94
2042	\$ 121,000.00	\$ 128,312.50	\$ 85,000.00	\$ 82,519.20	\$ 21,225.00	\$ 42,847.39	\$ 480,904.09
2043	\$ 128,000.00	\$ 120,750.00	\$ 89,000.00	\$ 77,555.20	\$ 20,655.00	\$ 43,704.34	\$ 479,664.54
2044	\$ 136,000.00	\$ 112,750.00	\$ 95,000.00	\$ 72,357.60	\$ 20,050.00	\$ 44,578.42	\$ 480,736.02
2045	\$ 144,000.00	\$ 104,250.00	\$ 100,000.00	\$ 66,809.60	\$ 19,410.00	\$ 45,469.99	\$ 479,939.59
2046	\$ 153,000.00	\$ 95,250.00	\$ 106,000.00	\$ 60,969.60	\$ 18,730.00	\$ 46,379.39	\$ 480,328.99
2047	\$ 163,000.00	\$ 85,687.50	\$ 112,000.00	\$ 54,779.20	\$ 18,010.00	\$ 47,306.98	\$ 480,783.68
2048	\$ 173,000.00	\$ 75,500.00	\$ 119,000.00	\$ 48,238.40	\$ 17,245.00	\$ 48,253.12	\$ 481,236.52
2049	\$ 183,000.00	\$ 64,687.50	\$ 126,000.00	\$ 41,288.80	\$ 16,430.00	\$ 49,218.18	\$ 480,624.48
2050	\$ 195,000.00	\$ 53,250.00	\$ 133,000.00	\$ 33,930.40	\$ 15,565.00	\$ 50,202.54	\$ 480,947.94
2051	\$ 207,000.00	\$ 41,062.50	\$ 141,000.00	\$ 26,163.20	\$ 14,650.00	\$ 51,206.59	\$ 481,082.29
2052	\$ 220,000.00	\$ 28,125.00	\$ 149,000.00	\$ 17,928.80	\$ 13,675.00	\$ 52,230.73	\$ 480,959.53
2053	\$ 230,000.00	\$ 14,375.00	\$ 158,000.00	\$ 9,227.20	\$ 12,640.00	\$ 53,275.34	\$ 477,517.54
<b>Total</b>	<b>\$ 3,340,000.00</b>	<b>\$ 4,163,607.64</b>	<b>\$ 2,308,000.00</b>	<b>\$ 2,535,260.80</b>	<b>\$ 658,715.00</b>	<b>\$ 1,217,042.38</b>	<b>\$ 14,222,625.82</b>

**Footnotes:**

[a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual of the Series 2023 Bonds.

[b] Interest on the Improvement Area #3 Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.96% as of May 23, 2023.

[c] Includes \$60 per lot (\$7,140 for Improvement Area #3) is budgeted for costs incurred by City staff for administering the PID.

[d] 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.

**EXHIBIT V-5 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3  
BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$40,342.86**

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 *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 the City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

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

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

Seller Signature Page to Final Notice with Current Information  
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF HARRIS

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due January 31,	Improvement Area # 3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ -	\$ 1,636.04	\$ -	\$ -	\$ 193.50	\$ 214.29	\$ 2,043.82
2025	\$ 335.71	\$ 1,491.07	\$ 228.57	\$ 962.77	\$ 193.50	\$ 218.57	\$ 3,430.19
2026	\$ 357.14	\$ 1,470.09	\$ 242.86	\$ 949.42	\$ 193.50	\$ 222.94	\$ 3,435.95
2027	\$ 378.57	\$ 1,447.77	\$ 257.14	\$ 935.23	\$ 191.82	\$ 227.40	\$ 3,437.94
2028	\$ 392.86	\$ 1,424.11	\$ 271.43	\$ 920.22	\$ 190.04	\$ 231.95	\$ 3,430.60
2029	\$ 414.29	\$ 1,399.55	\$ 285.71	\$ 904.37	\$ 188.14	\$ 236.59	\$ 3,428.65
2030	\$ 442.86	\$ 1,373.66	\$ 307.14	\$ 887.68	\$ 186.18	\$ 241.32	\$ 3,438.84
2031	\$ 464.29	\$ 1,345.98	\$ 321.43	\$ 869.74	\$ 184.11	\$ 246.15	\$ 3,431.69
2032	\$ 492.86	\$ 1,316.96	\$ 342.86	\$ 850.97	\$ 181.89	\$ 251.07	\$ 3,436.61
2033	\$ 521.43	\$ 1,286.16	\$ 364.29	\$ 830.95	\$ 179.57	\$ 256.09	\$ 3,438.49
2034	\$ 550.00	\$ 1,253.57	\$ 385.71	\$ 809.67	\$ 177.11	\$ 261.21	\$ 3,437.28
2035	\$ 578.57	\$ 1,219.20	\$ 407.14	\$ 787.15	\$ 174.50	\$ 266.44	\$ 3,433.00
2036	\$ 614.29	\$ 1,183.04	\$ 428.57	\$ 763.37	\$ 171.75	\$ 271.77	\$ 3,432.78
2037	\$ 650.00	\$ 1,144.64	\$ 457.14	\$ 738.34	\$ 168.86	\$ 277.20	\$ 3,436.19
2038	\$ 685.71	\$ 1,104.02	\$ 478.57	\$ 711.65	\$ 165.79	\$ 282.75	\$ 3,428.48
2039	\$ 728.57	\$ 1,061.16	\$ 507.14	\$ 683.70	\$ 162.54	\$ 288.40	\$ 3,431.51
2040	\$ 771.43	\$ 1,015.63	\$ 535.71	\$ 654.08	\$ 159.11	\$ 294.17	\$ 3,430.12
2041	\$ 814.29	\$ 967.41	\$ 571.43	\$ 622.79	\$ 155.46	\$ 300.05	\$ 3,431.44
2042	\$ 864.29	\$ 916.52	\$ 607.14	\$ 589.42	\$ 151.61	\$ 306.05	\$ 3,435.03
2043	\$ 914.29	\$ 862.50	\$ 635.71	\$ 553.97	\$ 147.54	\$ 312.17	\$ 3,426.18
2044	\$ 971.43	\$ 805.36	\$ 678.57	\$ 516.84	\$ 143.21	\$ 318.42	\$ 3,433.83
2045	\$ 1,028.57	\$ 744.64	\$ 714.29	\$ 477.21	\$ 138.64	\$ 324.79	\$ 3,428.14
2046	\$ 1,092.86	\$ 680.36	\$ 757.14	\$ 435.50	\$ 133.79	\$ 331.28	\$ 3,430.92
2047	\$ 1,164.29	\$ 612.05	\$ 800.00	\$ 391.28	\$ 128.64	\$ 337.91	\$ 3,434.17
2048	\$ 1,235.71	\$ 539.29	\$ 850.00	\$ 344.56	\$ 123.18	\$ 344.67	\$ 3,437.40
2049	\$ 1,307.14	\$ 462.05	\$ 900.00	\$ 294.92	\$ 117.36	\$ 351.56	\$ 3,433.03
2050	\$ 1,392.86	\$ 380.36	\$ 950.00	\$ 242.36	\$ 111.18	\$ 358.59	\$ 3,435.34
2051	\$ 1,478.57	\$ 293.30	\$ 1,007.14	\$ 186.88	\$ 104.64	\$ 365.76	\$ 3,436.30
2052	\$ 1,571.43	\$ 200.89	\$ 1,064.29	\$ 128.06	\$ 97.68	\$ 373.08	\$ 3,435.43
2053	\$ 1,642.86	\$ 102.68	\$ 1,128.57	\$ 65.91	\$ 90.29	\$ 380.54	\$ 3,410.84
<b>Total</b>	<b>\$ 23,857.14</b>	<b>\$ 29,740.05</b>	<b>\$ 16,485.71</b>	<b>\$ 18,109.01</b>	<b>\$ 4,705.11</b>	<b>\$ 8,693.16</b>	<b>\$ 101,590.18</b>

**Footnotes:**

- [a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual of the Series 2023 Bonds.
- [b] The Interest Rate on the Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.96% as of May 23, 2023.
- [c] \$60 per lot (\$7,140 for Improvement Area #3) is budgeted for costs incurred by City staff for administering the PID.
- [d] 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: July 3, 2023

**Topic:**

Provide staff direction for the award of a contract to Cypress Holiday Concepts for the installation of holiday lighting at City facilities for Fiscal Year 2024 (RFP 2023-11). These expenditures would need to be obligated in the Fiscal Year 2023-2024 budget.

**Background:**

Staff issued a Request for Proposal (RFP) for the installation of holiday lighting at City facilities. The RFP allowed for interested companies to submit three different proposals: the Base Proposal consisting of our current holiday lighting installation at the Depot; an Additive/Alternate Proposal that enhanced our current lighting by including additional wrapping of trees and decorating all City building; and a Recommended Proposal allowing for submitting companies to submit a proposal based on their recommendation for holiday décor that would add value to the City’s goal of increasing our holiday decorations.

Staff received five responses from qualified companies and completed a thorough review of the submissions; the selection and discussions were held in accordance with the City’s adopted Procurement Policy and Manual and state procurement law. Cypress Holiday Concepts is the highest scoring company, and staff is recommending that we move forward with this company and begin negotiations for the holiday lighting to begin October 1, 2023, with funds to be obligated in the Fiscal Year 2023-2024 budget process.

The table below shows a breakdown of the submitted pricing for each category.

Base Proposal	Additive/Alternate	Recommended Proposal
\$50,350.48	\$73,074.00	\$140,984.94

Staff is seeking direction from Council based on their vision for holiday lighting at the Depot, along Main Street in downtown, Four Corners, and City buildings that they would like to see implemented in order for us to add the expenditure in the upcoming fiscal year budget.

**Origination:** Project Management

**Recommendation:**

**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



**RFP for Holiday Lighting  
Committee Scoring Summary**

Committee	Bright Lights	Décor IQ	Christmas Company	Cypress Holiday	Certified Lights
One	83	70	68	87	72
Two	95	70	70	100	75
Three	91	88	88	95	89
Four	98	76	75	99	74
<b>Total</b>	<b>367</b>	<b>304</b>	<b>301</b>	<b>381</b>	<b>310</b>
<b>Average</b>	<b>92</b>	<b>76</b>	<b>75</b>	<b>95</b>	<b>78</b>

# City Council Meeting Agenda Item Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Consideration and possible action to appoint/reappoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.

**Background:**

Gretchen Fagan currently serves as the President of the TEDC Board of Directors. She was appointed in 2005 and has expressed interest in continuing to serve as a Member of the TEDC Board of Directors. A complete application is on file with the City Secretary's office.

Additional applications will be distributed by the City Secretary as received.

**Origination:**

**Recommendation:**

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

**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 \_\_\_\_\_  
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 may be 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 or Print Clearly:

Date: 9/23/22

Name: Chad Degges

Phone:

(Home)

Address:

Phone:

(Work)

City/State/Zip:

Cell: 713-828-333

Email:

I have lived in Tomball 15 years.

I am  am not  a U.S. Citizen

Occupation: Engineer

Professional and/or Community Activities: Former Tomball City Councilman Pct 3, Summit TEOC Board Member

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach 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.

I have enjoyed serving the Tomball Community over the years on City Council, TRDC, TLL coach, Salem Troop 113 volunteer.  
I believe the boards benefit from volunteers who bring a wide variety of life experiences. Mine include being a small business owner  
and I have some experience in land development and commercial property development along with those experiences gained on City Council

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election or Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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.

*Chad Dege*

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  
[cs@tomballtx.gov](mailto:cs@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)





### 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.

*Chad Degges*  
Board Member's Signature

5/23/22

**Chad Degges**  
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/20/22 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Chad Degges  
Signature of Applicant for Appointment

Chad Degges  
Printed Name of Applicant

9/23/22  
Date: MS/10



# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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.

*Not applicable*

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.

Chad Degges

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.

N/A

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 Chad Degges  
Signature of vendor doing business with the governmental entity

5/5/23  
Date

**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**  
Chad Degges

**2 Office Held**  
Tomball Economic Development Corp - Board Member

**3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**  
N/A

**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 \_\_\_\_\_

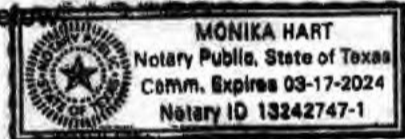
(attach additional forms as necessary)

**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.

*Chad Degges*  
Signature of Local Government Officer

Please complete either option below.

(1) Affidavit



NOTARY STAMP/SEAL

Sworn to and subscribed before me by Chad Degges this the 15<sup>th</sup> day of May

2023 I, Monika L Hart, witness my hand and seal of office.

*Monika L Hart* Printed name of officer administering oath

*Notary* Title of officer administering oath

(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)

In the name and by the authority of

**The State of Texas**

**OATH OF OFFICE**

I, Chad Degges, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Tomball Economic Development Corporation Board of Directors Member of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

*Chad Degges*  
Affiant

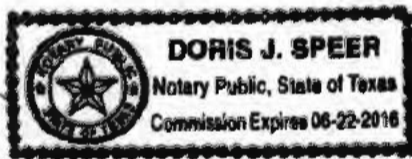
SWORN TO and subscribed before me by affiant on this 16th day of July, 2012.

*Doris J. Speer*  
Signature of Person Administering Oath

Doris J. Speer  
Printed Name

City Secretary  
Title

(Seal)



Form #2204

PLEASE TYPE OR PRINT LEGIBLY  
PROVIDE ALL REQUESTED INFORMATION

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

I, Chad Degges, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

7/16/12  
Date

Chad Degges  
Affiant's Signature

Tomball Economic Development Corporation Board of Directors  
Position to Which Elected/Appointed

Tomball, Harris County  
City and/or County

SWORN TO and subscribed before me by affiant on this 16th day of July, 2012.

Doris J. Speer  
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J. Speer  
Printed Name

City Secretary  
Title

(Seal)  
Form No. 2201







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 may be 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 or Print Clearly:

Date: 9/9/2022

Name: Colleen Rye

Phone: 281-932-2784

Address: 207 Florence St

Phone: (Home)

City/State/Zip Tomball, TX 77375

Cell: 281-932-2784 (Work)

Email: info@colleenrye.com

I have lived in Tomball 7 years.

I am  am not \_\_\_ a U.S. Citizen

Occupation: Realtor

Professional and/or Community Activities: Volunteer @ TEAM Support Local area businesses, Volunteer with Farmers Market (garden) coming up

Additional Pertinent Information/References: \_\_\_\_\_

John Ford

Lisa Daniels

Please attach 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.

I love this town. It is the friendliest place I have "EVER" lived. My husband and I support area restaurants and shoppes whenever we can. We put together a magazine for our "short term rentals" that feature area business. We also placed and paid for 4 non profits.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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

3

Meeting Information

Second Monday each month, 6 p.m.  
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation

1

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)

- Tomball Regional Health Foundation

Fourth Wednesday each month, 4 p.m.

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

2

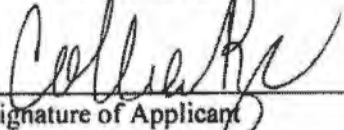
Meeting Information

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](mailto:cso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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 176.008(a).</p> <p>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 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">NA</p>	
<p><b>2</b> <input type="checkbox"/> 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.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">NA Name of Officer</p>	
<p><b>4</b> 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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> 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.</p>	
<p><b>6</b> <input type="checkbox"/> 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).</p>	
<p><b>7</b></p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity _____ Date _____</p>	

**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.

<p>1 Name of Local Government Officer _____</p> <p>2 Office Held _____</p> <p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code _____</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. _____</p>	
<p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<p>6 <b>SIGNATURE</b> 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.</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer</p> <p style="text-align: center;"><b>Please complete either option below:</b></p> <p>(1) Affidavit</p> <p style="text-align: center;">NOTARY STAMP / SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____ 20_____, to certify which, witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p> <hr style="border: 2px solid black;"/> <p>(2) Unsworn Declaration</p> <p>My name is _____ and my date of birth is _____</p> <p>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer (Declarant)</p>	

## 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.

Colleen Pye  
Board Member's Signature

9/9/2022  
Date

Colleen Pye  
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/9/2022 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Colleen Pye  
Signature of Applicant for Appointment

Colleen Pye  
Printed Name of Applicant

9/9/2022  
Date:

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Colleen Pye, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Tomball Board of Adjustments, Alternate Position 1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

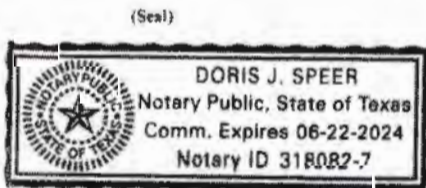
Colleen Pye  
Affiant

SWORN TO and subscribed before me by affiant on this 5th day of October, 2022.

Doris J. Speer  
Signature of Person Administering Oath

Doris J. Speer  
Printed Name

City Secretary  
Title





PLEASE TYPE OR PRINT LEGIBLY  
PROVIDE ALL REQUESTED INFORMATION

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

I, Colleen Pye, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

10/5/2022  
Date

Colleen Pye  
Affiant's Signature

Tomball Board of Adjustments,  
Alternate Position 1  
Position to Which Elected/Appointed

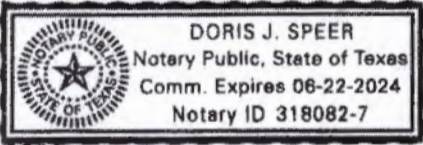
Tomball, Harris County  
City and/or County

SWORN TO and subscribed before me by affiant on this 5th day of October, 2022.

Doris J. Speer  
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J. Speer  
Printed Name

City Secretary  
Title

(Seal) 

Form No. 2201



**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 may be 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 or Print Clearly:

Date: 9/20/20

Name: Gretchen B Fagan

Phone: \_\_\_\_\_ (Home)

Address: 1314 Pine Brook

Phone: n/a

City/State/Zip Tomball, TX 77375

Cell: 281-330-7828 (Work)

Email: gretchen@gretcheninsure.com

I have lived in Tomball 21 years.

I am  am not  a U.S. Citizen

Occupation: Owner of Gretchen [REDACTED] Fagan Insurance Agency on Main Street in Tomball.  
Owennr of 403 EATS...Tomball's Food Truck Park in Tomball

Professional and/or Community Activities: Served on Tomball City Council from May 2004 until May 2007.  
Served as Mayor for the City of Tomball from May 2007 until May 2022.  
Past member of the Tomball Rotary Club, having served as President.  
Current President Tomball Economic Development Corporation.  
Founder of Walk Tomball, Shop Tomball and Future Tomball. Graduate of Leadership Texas and the local Leadership North Houston.  
Former member of the Tomball Pachyderm Club. NWEMS Board member and president.

**Additional Pertinent Information/References:** \_\_\_\_\_

Strong supporter of TEAM, Boots for Troops, Lion's Club and Families Feeding Families

Created the Tomball Kid's Club to ensure our children were receiving meals during the summer months.

**Please attach 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.**

I believe my back ground has proven to be successful. With 20 years of service to our community, I love this town and want to see it prosper. Remaining on the TEDC Board will provide continuity during these times of unprecedented growth.

We are working on some exciting projects and I will continue to move them forward.

The Tomball Business and Technology Park has attracted numerous businesses, created jobs and increased sales tax and property tax bases in our community.

Our work with Harris County has moved road and park projects forward leveraging our tax dollars.

**Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.**

**Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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
- Tomball Regional Health Foundation

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.

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](mailto:cso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;"><u>Gretchen B Fagan</u> Name of Officer</p>	
<p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>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.</p> <p style="font-size: 24pt;">N/A</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____ Date</p>	



**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/him/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

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.

**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

Gretchen B Fagan

2 Office Held

President Tomball Economic Development Corporation

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

N/A

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).

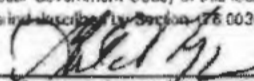
Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

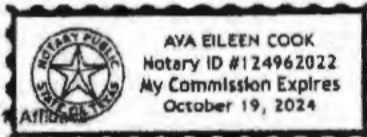
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that this 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:

NOTARY STAMP/SEAL

Sworn to and subscribed before me by Gretchen Fagan this the 20<sup>th</sup> day of September

20 22 to certify which, witness my hand and seal of office

Aya E. Cook Aya E. Cook

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**(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)



## 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

N/A 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

9/20/2022  
Date

Gretchen B Fagan  
Board Member's Printed Name

**Gretchen B Fagan**

**September 2022**

Graduated from Anderson High School in Austin and received BBA in marketing at Texas State University in San Marcos, there I was president of Pan-Hellenic and a Student Senator.

I began my professional career with Farmers Insurance in Texas as an underwriter in 1986. I held positions of regional marketing manager, Austin; Division Agency Manager, San Antonio; Division Marketing Manager, Houston; District Manager, Houston; and [REDACTED] opened [REDACTED] own Agency in Tomball, in 2002.

Professional designations include CPCU, LUTCF and GCA. I have Property and Casualty, Life and Health licenses, as well as Series 6 and 63.

Community activities include: Committee Texas Women's Hall of Fame, graduate of Leadership Texas, graduate Leadership North Houston. I've served on a MUD Board, NWEMS board officer, Tomball Centennial Committee, President of Tomball Rotary Club, Pachyderm Club and Founding officer of Tomball Business Association...Shop Tomball! Founder of Walk Tomball! and Future Tomball! Current President of the Tomball Economic Development Corporation.

Elected to the Tomball City Council in 2004 and chosen by the other council members to be Mayor Pro-tem in 2005 and 2006. Elected Mayor of Tomball in May of 2007 and served until May 2022.

[REDACTED]

**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/20/22 (date).


I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

  
\_\_\_\_\_

Signature of Applicant for Appointment

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

Printed Name of Applicant

9/20/22  
\_\_\_\_\_


Date:

In the name and by the authority of

**The State of Texas**

**OATH OF OFFICE**

I, Gretchen Cox Fagan, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors, Tomball Economic Development Corporation of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Affiant

SWORN TO and subscribed before me by affiant on this 16<sup>th</sup> day of August, 2004.



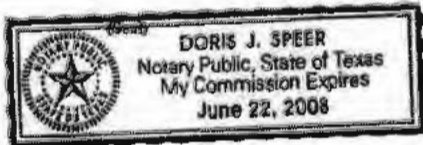
Signature of Person Administering Oath

Doris J. Speer

Printed Name

City Secretary

Title





PLEASE TYPE OR PRINT LEGIBLY

PROVIDE ALL REQUESTED INFORMATION

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

I, Gretchen Cox Fagan, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

*UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.*

8-16-2004  
Date

*Gretchen Cox Fagan*  
Affiant's Signature

Board of Directors, Tomball  
Economic Development Corporation  
Position to Which Elected/Appointed

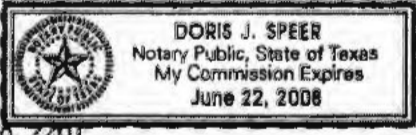
Tomball, Harris County  
City and/or County

SWORN TO and subscribed before me by affiant on this 16th day of August, 2004

*Doris J. Speer*  
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J. Speer  
Printed Name

City Secretary  
Title

(Seal) 

Form No. 2201

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Gretchen Cox Fagan, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors, Tomball Economic Development Corporation of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Affiant

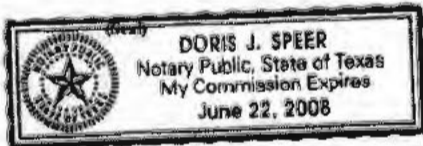
SWORN TO and subscribed before me by affiant on this 16<sup>th</sup> day of August, 2004.



Signature of Person Administering Oath

Doris J. Speer  
Printed Name

City Secretary  
Title



Form #2204

PLEASE TYPE OR PRINT LEGIBLY

PROVIDE ALL REQUESTED INFORMATION

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

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UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

8-16-2004  
Date

*Gretchen Cox Fagan*  
Affiant's Signature

Board of Directors, Tomball  
Economic Development Corporation  
Position to Which Elected/Appointed

Tomball, Harris County  
City and/or County

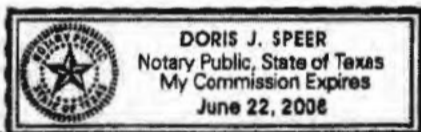
SWORN TO and subscribed before me by affiant on this 16th day of August, 2004

*Doris J. Speer*  
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J. Speer  
Printed Name

City Secretary  
Title

(Seal)



Form No. 2201



**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 may be 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 or Print Clearly:

Date: 12 September 2022

Name: James D Engelke

Phone: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED] (Home)

City/State/Zip [REDACTED]

Phone: [REDACTED] (Work)

Email: [REDACTED]

Cell: [REDACTED]

I have lived in Tomball 12 years.

I am X am not     a U.S. Citizen

Occupation: Director, Enterprise Support & Implementation Services

Professional and/or Community Activities: Past President & Member, Tomball Rotary Club  
Member, Greater Tomball Area Chamber of Commerce      President, Leadership North Houston Alumni Association Board  
Member, Leadership North Houston Advisory Council

Additional Pertinent Information/References: PCED Certified (Professional Community & Economic Developer)  
Master of Public Service & Administration in Public Policy Analysis/Graduate Certificate Public Management from Bush School  
of Government & Public Service at Texas A&M University

Please attach 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.

I am a proud citizen of Tomball and have always felt a strong desire to serve the community. Service has always been important to me from a young age. I am an Eagle Scout and have served as President of the Tomball Rotary Club where Service Above Self is our motto. From a standpoint of qualifications, I believe I am uniquely qualified to serve on the Tomball EDC Board because of my professional certification in economic development, my educational experience, and my affiliation with regional leadership development programs including Leadership North Houston.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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

- (1) Tomball Economic Development Corporation
- (2) Tomball Regional Health Foundation

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.

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  
[csa@tomballtx.gov](mailto:csa@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256**

**Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)**



**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 176.003(1)-(4) with a local governmental entity and the vendor made 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 176.006a-1b, Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.004, 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 become aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information is being disclosed.  
James D Engleke  
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.

N/A

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) including gifts described in Section 176.003(a-1).

7. [Signature]  
Signature of vendor doing business with the governmental entity

12 Sep 2022  
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

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:

- a contract between the local governmental entity and vendor has been executed; or
- 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

12 September 2022

\_\_\_\_\_  
Date

James D Engelke

\_\_\_\_\_  
Board Member's Printed Name



**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 12 Sept 2022 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

  
\_\_\_\_\_  
Signature of Applicant for Appointment

James D Engelke  
\_\_\_\_\_  
Printed Name of Applicant

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

12 Sept 2022  
\_\_\_\_\_  
Date:



## **JAMES D (JIM) ENGELKE BIOGRAPHY**

With regard to professional experience, community investment, and education, it is doubtful you will find many candidates for Tomball EDC Board as uniquely qualified as Jim Engelke.

Jim holds a certification as a Professional Community & Economic Developer (PCED), recognized across the nation as a leading educational program for economic development professionals. On the Board, Jim's advanced knowledge in this area would be most advantageous.

He also has earned a Master's Degree in Public Policy Analysis and a Graduate Certificate in Public Management from the Bush School of Government & Public Service at Texas A&M University, certifying his advanced study of government processes (including budgeting and finance) and intelligent policy design as well as analysis of the effects of particular policy or prospective policy (forecasting, scoring, cost-benefit analysis, public impact, tax efficiency, etc). This translates to Jim having a high degree of understanding of the needs of the community and how economic development opportunities may affect Tomball.

Professionally, Jim has served in executive leadership roles for over 20 years, most of which in the private sector as a C-level corporate executive as well as 5 years as a CEO of his own company which he sold in 2019. He recently returned to private industry after almost six years with Lone Star College where he worked managing workforce development initiatives including internship programs and community leadership programs, both of which are economic development initiatives in a healthy community.

In service to Tomball, Jim has been in the Tomball Rotary Club since 2015 and served as President from 2018-2019 where he led community service and partnership efforts to create the first ever Big Show at the Depot. Jim has also served the Greater Tomball Area Chamber of Commerce as Committee Chair for the Mobility & Transportation Committee and has served on the Government & Legislative Affairs Committee as well.

He is also a graduate of Leadership Tomball ISD and Leadership North Houston and currently serves as President of the LNH Alumni Association Board as well as on the LNH Advisory Council. Over the past 12 years he has been in Tomball, he has also served on various non-profit Boards of Directors and on the Texas Railroad Heritage Museum Board.



**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 may be 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 or Print Clearly:

Date: 9/19/2022

Name: Matthew W Harris

Phone: 281-731-4971

Address: [REDACTED]

Phone: 281-731-4971

(Home)

City/State/Zip [REDACTED]

Cell: 281-731-4971

(Work)

Email: mwh32777@yahoo.com

I have lived in Tomball 1.5 years.

I am  am not  a U.S. Citizen

Occupation: Senior Manager - Global Environmental, Health and Safety for Expeditors International

Professional and/or Community Activities: none currently



Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach 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.**

Growing up in the Spring area, I have always been an active member of my community. Five years ago, my company transferred to Washington State, but when an opportunity presented itself to return to Texas we were excited to do so. In Washington I was a member of our local HOA. I am looking for additional opportunity to give back to my community through public service.

**Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.**

**Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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

- (1) Planning & Zoning Commission
- (2) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.  
To Be Announced; Evenings

Separate Legal Entities

- (4) Tomball Economic Development Corporation
  
- ( ) Tomball Regional Health Foundation

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.

Ad Hoc/Advisory Committees

- (3) Downtown Tomball Advisory Committee  
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

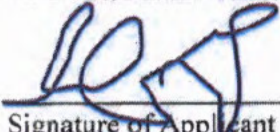
- ( ) Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,  
AND COMMITTEES.**



Matthew W Harris

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  
[csso@tomballtx.gov](mailto:csso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 29, 84th Leg., Regular Session.</p> <p>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).</p> <p>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 176.009(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> 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.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</b> 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.</p> <p style="text-align: center; font-size: 2em;"><b>N/A</b></p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> 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.</p>	
<p><b>6</b> <input type="checkbox"/> 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).</p>	
<p><b>7</b> _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>	<p style="text-align: center;"><b>6/29/2023</b></p> <p style="text-align: center;">Date</p>



**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. 33, 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.	<b>OFFICE USE ONLY</b> Date Received: _____
<b>1 Name of Local Government Officer</b>	
<b>2 Office Held</b>	
<b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</b>	
<b>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).</b>  Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
<b>6 SIGNATURE</b> 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.  <div style="text-align: right; margin-right: 100px;">                 _____                  Signature of Local Government Officer             </div>	
<b>Please complete either option below:</b>	
<b>(1) Affidavit</b>  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 _____	
<b>(2) Unsworn Declaration</b>  My name is <u>Matthew W Harris</u> and my date of birth is <u>03/27/1977</u> My address is _____, _____, _____, <u>USA</u> (street) (city) (state) (zip code) (country) Executed in <u>Harris</u> County, State of <u>TX</u> , on the <u>19</u> day of <u>September</u> , 20 <u>22</u> (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

9/19/2022

Date

Matthew W Harris

Board Member's Printed Name

**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/19/2022 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



\_\_\_\_\_  
Signature of Applicant for Appointment

Matthew w Harris

\_\_\_\_\_  
Printed Name of Applicant

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

Matthew W Harris

I was born in Denver CO in 1977 and moved to Texas when I was 11 years old. My childhood was filled with wonderful family and lots of competitive sports. I attended Klein High School and later attended Stephen F Austin university. Like many young people, I proved to not be quite ready for the responsibilities of college and returned home in 1995. From there, I entered the workforce and started in with what was to be my first career. I worked at a local Tex-Mex restaurant and found my niche as both a server/bartender and later a manager. The company allowed me to formalize my passion and I later attended school where I received a Culinary degree. I continued to work within the company, steadily climbing the ladder. After steady employment with the same firm for 10 years, I left for an opportunity to open and operate my own restaurants. As you can imagine, this is relentless work and eventually it became too much and I left the hospitality field all together.

It was here where I entered my second career, vastly different than the first. I started working for a global logistics firm in their air export department. Fortunately for me, the company quickly took notice of my insatiable desire to perform well and I again started climbing the ladder. After four years, I was offered a senior level position located in our corporate headquarters in Seattle. After three years in Seattle, the opportunity presented itself to return to Texas which is where I find myself now.

[REDACTED]





**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 may be 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 or Print Clearly:

Date: 12/6/22

Name: Matt Williams

Phone: \_\_\_\_\_  
(Home)

Address: [REDACTED]

Phone: \_\_\_\_\_  
(Work)

City/State/Zip: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 3 years.

I am  am not  a U.S. Citizen

Occupation: Business Development-Oil & Gas

Professional and/or Community Activities: AADE (Oil & Gas), Tomball Bible Church attendee (pending membership)



Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach 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.**

Become actively involved in the community through non-political means. I make every effort to spend dollars locally and want to ensure that everything possible is being done to promote and enhance the local community, both residents and businesses. Additionally, I feel a need to serve my local community in a civic capacity and ensure that steps are being taken to continually improve Tomball, its residents, businesses, and visitors.

**Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.**

**Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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

- (1) Planning & Zoning Commission
- ( ) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.  
To Be Announced; Evenings

Separate Legal Entities

- (2) Tomball Economic Development Corporation
  
- ( ) Tomball Regional Health Foundation

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.

Ad Hoc/Advisory Committees

- (3) 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.**

**Matthew D Williams** Digitally signed by Matthew D  
Williams  
Date: 2022.12.06 15:57:40 -06'00'

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  
[cs@tomballtx.gov](mailto:cs@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> 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.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</b> 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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> 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.</p>	
<p><b>6</b> <input type="checkbox"/> 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).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	



**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.)

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of Local Government Officer</b></p>	
<p><b>2 Office Held</b></p>	
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a) Local Government Code</b></p>	
<p><b>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</b></p>	
<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<p><b>6 SIGNATURE</b> I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the discipline 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.</p> <p style="text-align: right;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p style="text-align: center;"><b>Please complete either option below:</b></p> <p><b>(1) Affidavit</b></p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____</p> <p>20_____, to certify which witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p> <p style="text-align: center;">OR</p> <p><b>(2) Unsworn Declaration</b></p> <p>My name is _____ and my date of birth is _____</p> <p>My address is _____</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____ on the _____ day of _____ 20____</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right;">_____</p> <p style="text-align: center;">Signature of Local Government Officer (Declarant)</p>	



## 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.

Matthew D Williams  
Digitally signed by Matthew D Williams  
Date: 2022.12.06 15:57:56 -06'00'

Board Member's Signature

12/6/2022

Date

Matthew D Williams

Board Member's Printed Name

Appendix D

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 12/7/2022 (date).

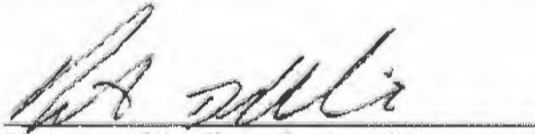
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



Signature of Applicant for Appointment

MATTHEW D. WILLIAMS  
Printed Name of Applicant

12/7/2022  
Date:

Fw: Open Meetings Act Training Confirmation and Certificate

Matthew Williams [REDACTED]


Thu 1/5/2023 12:07 PM

To: Doris Speer <dspeer@tomballtx.gov>; Tracylynn Garcia <tgarcia@tomballtx.gov>

below is my course completion for the Open Meetings act

Matt Williams

[REDACTED]

Completed  


----- Forwarded Message -----

From: Office of the Attorney General <noreply@texasattorneygeneral.gov>

To: [REDACTED]

Sent: Tuesday, January 3, 2023 at 05:42:26 PM CST


Subject: Open Meetings Act Training Confirmation and Certificate

**CERTIFICATE of COURSE COMPLETION**

**Open Meetings Act**

I, **Matthew Williams**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 3rd of January, 2023.

 Seal of OAG

*NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.*

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.



Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Matt Williams, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of City of Tomball Board of Adjustments, Alternate Position 4 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

[Handwritten Signature]  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Harris

Sworn to and subscribed before me on this 3 day of December, 2022.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)



[Handwritten Signature]

Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Sasha Darrin Luna  
Printed or Typed Name





**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 may be 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 2023 will expire in 2025.

Please Type or Print Clearly:

Date: 6/28/23

Name: Janna Hoglund

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ (Home)

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_ (Work)

Email: \_\_\_\_\_

Cell: \_\_\_\_\_

I have lived in Tomball 5 years.

I am  am not \_\_\_ a U.S. Citizen

Occupation: Director of LSC-Tomball Community library 2017-present

In this role I oversee the daily operations of the library, as well as developing and sustaining strategic partnerships within

the Tomball Community. City of Tomball, TEDC, TISD, GTACC, LSC-Tomball, Precincts 3 and 4 are some of the partners

I work with. We are very engaged with our community as this is the key in serving it better.

Multiple new services and programs for all ages have been added to benefit our Tomball Community

Professional and/or Community Activities: \_\_\_\_\_

GTACC Board of Directors - Vice Chairman of the Board (Business Resources), Executive Board Member, 2021-present

Tomball Education Foundation Board of Directors, Executive Board Member, Vice President of Communications, 2022-present

Leadership North Houston Advisory Council, 2022-present

Through the service on these Boards I am engaged in various community events and activities that benefit Tomball Community



**Additional Pertinent Information/References:**

References: Bruce Hillegeist, GTACC President, (281) 351-7222;

Dr. Lee Ann Nutt, LSC- Tomball President, (281) 351-3378

(I have been living, working, and serving in the Tomball area since 2017;

we are building a house within the city limits that will be completed soon)

**Please attach 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.**

The answer is simple - because I care and because I love Tomball. One of the Tomball leaders gave me an advice I am following:

"We should serve our community in a way that makes it a place we want to raise our children in and be with our families."

With this always in mind, I serve my Tomball Community. By serving on the TEDC Board I can contribute even more to making Tomball

the best place to be in. I would like to help and support TEDC in achieving the organization's mission and strategic goals:

strength of the overall economic development of Tomball, business retention and expansion, attraction and recruitment, development of Old Town, innovation and entrepreneurship, education and workforce development).

**Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.**

**Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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

- ( ) Tomball Regional Health Foundation

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.

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.**

*[Handwritten Signature]* 23 06/28/2023

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](mailto:cso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)



**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 176.003(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.  
n/a

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.  
n/a  
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.  
n/a

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] 6/28/2023  
Signature of vendor doing business with the governmental entity Date

**LOCAL GOVERNMENT OFFICER CONFLICTS  
DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p>1 Name of Local Government Officer <i>Janner Heglund</i></p>		
<p>2 Office Held <i>City Board</i></p>		
<p>3 Name of Vendor described by Sections 176.001(7) and 176.003(a), Local Government Code <i>n/a</i></p>		
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3. <i>n/a</i></p>		
<p>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).</p> <p>Date Gift Accepted <i>n/a</i> Description of Gift _____</p> <p>Date Gift Accepted <i>n/a</i> Description of Gift _____</p> <p>Date Gift Accepted <i>n/a</i> Description of Gift _____</p> <p>(attach additional forms as necessary)</p>		
<p>6 <b>SIGNATURE</b> 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.</p> <p style="text-align: center;"><i>Janner Heglund</i> Signature of Local Government Officer</p> <p style="text-align: center;"><b>Please complete either option below:</b></p> <p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____ 20____, to certify which, witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p> <p style="text-align: center;">OR</p> <p>(2) Unsworn Declaration</p> <p>My name is _____</p> <p>My address is _____</p> <p>Executed in <i>Harris</i> County, State of <i>Texas</i> on the <i>28</i> day of <i>June</i> 20<i>23</i> (Year)</p> <p style="text-align: center;"><i>Janner Heglund</i> Signature of Local Government Officer (Declarant)</p>		





## 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

Janna Hopland  
Board Member's Signature

6/28/2023  
Date

Janna Hopland  
Board Member's Printed Name



# Janna V. Hoglund, MLIS

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June 28, 2023

As an experienced and passionate servant leader, I strongly believe in the importance of community service. In my current role as the Director of LSC-Tomball Community Library, since 2017, I proudly and passionately serve our Tomball Community.

LSC-Tomball Community Library is a joint library in partnership between Harris County Public Library and Lone Star College-Tomball. As a library director, I am actively engaged with the Greater Tomball community the library serves. Building and sustaining strategic partnerships is one of the key aspects of the community service and of bringing a positive impact. I serve on the Board of Directors of the Greater Tomball Area Chamber of Commerce, on the Board of Directors of Tomball Education Foundation, on the Advisory Board of Leadership North Houston. My library, my team, and myself have received multiple recognitions for the community service from local and state organizations and elected officials. I hold a Bachelor's Degree in Education, a Master's Degree in Library and Information Sciences. I am a graduate of Leadership North Houston, Class XXV.

Some of the major collaborative and community engagement initiatives that I was directly engaged in and coordinated:

- *GTACC Tomball Leadership Summit*, May 2023 (as the planning Committee Chair)
- *SPARK Partnership* (partnership between library, Tomball ISD and LSC-Tomball), 2021 – present. SPARK received two 2023 awards from Texas Library Association as an innovative community initiative that made a significant positive impact. SPARK was recognized with a proclamation by the City of Tomball in 2021. Recognition from Commissioner Tom Ramsey in 2023.
- *Tomball Innovation Lab* (collaboration between the library, LSC-Tomball, Precinct 4, GTACC, TEDC, HCA-Houston Healthcare Tomball, City of Tomball). 2020 – present
- *Tomball Community Art Showcase* (collaboration between the library, TISD, LSC-Tomball) 2019- present

Partnership with Tomball Economic Development Corporation:

TEDC is an important partner to many local organizations, including LSC-Tomball Community Library. TEDC has been supporting the library several key initiatives including Tomball Innovation Lab and Tomball Teens Space upgrade and reorganization. Tomball Innovation Lab provides entrepreneurs, startups, and small businesses with access to resources, tools, and equipment that generate new business activity within the community. The Lab provides a space that nurtures research and development, innovation, and new product development while encouraging learning and collaboration. The Teens Space reorganization provides our local youth with access to technology, resources, educational opportunities, job preparation and career development, technological literacy to prepare them for the future and guide them into adulthood.

During the pandemic, TEDC and the library joined together to strengthen local businesses and residents through the Grow with Google initiative, which helped our businesses and residents with developing online, digital skills at the time of migration to the online environment.



TEDC and Library successful partnership was highlighted by the Southwest Region Economic Development Association during the 2022 SWREDA Annual Conference. Kelly Violette, TEDC Executive Director, and I had a chance to present about our successful collaboration and how it impacts our local economy.

I am looking forward to having a chance to serve on the TEDC Board in order to enhance the quality of life of our Tomball residents and to enhance the general well-being of our community.

Sincerely,

*Janna Hoglund*



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 may be 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 or Print Clearly:

Date: 9/12/2022

Name: Paige Cassel

Phone: 832-468-0303  
(Home)

Address: 10214 Oak Masters Drive

Phone: 832-468-0303  
(Work)

City/State/Zip Spring, TX 77379

Cell: 832-468-0303

Email: Paige.Cassel@preeminenthotels.com

I have lived in Tomball      years.

I am  am not      a U.S. Citizen

Occupation: Hotelier

Professional and/or Community Activities: Nighttime Networking, Ladies in Action, TAC Board, Chamber of Commerce



Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach 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.

Integrity, serving people and fiscal responsibility  
are passions I possess. Serving on the TIAC  
board is a great honor to me.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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

- (1) Planning & Zoning Commission
- ( ) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.  
To Be Announced; Evenings

Separate Legal Entities

- (2) Tomball Economic Development Corporation
  
- ( ) Tomball Regional Health Foundation

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.

Ad Hoc/Advisory Committees

- (3) 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

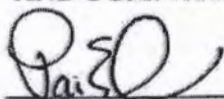
Meeting Information

As called

\*\*\*\*\*

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**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](mailto:cso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256**

**Attachments:** Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

Scanned with CamScanner



**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. 29, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 17C, 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 176.008(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.  
Holiday Inn Express & Suites Tomball

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.  
Paige Cassel  
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.

Community Ambassador / Regional Director

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 Pa. S. Q.  
Signature of vendor doing business with the governmental entity

9/12/22  
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. 21, 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.

**OFFICER USE ONLY**

Date Received

1 Name of Local Government Officer

Paige Casse

2 Office Held

TAC Board member

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 N/A 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.

Paige Casse

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

(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:

- a contract between the local governmental entity and vendor has been executed; or
- 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

9/12/22

Date

Paige Cassel

Board Member's Printed Name

Scanned with CamScanner

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on \_\_\_\_\_ (date).

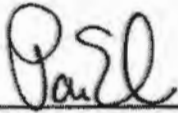
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

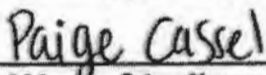
I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

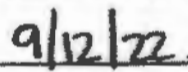
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



\_\_\_\_\_  
Signature of Applicant for Appointment

  
\_\_\_\_\_  
Printed Name of Applicant

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

## Regional Director of Sales and Marketing

I am the second of four girls. I am the wife to a hard-working amazing mechanic. I am the mother to the most precious daughter Emma Jane. Growing up my father's profession in the oil industry took us all over the world. Moving often seeing and being a part of so many communities and cultures sparked my passion for people. My career as a hotelier began in College Station at the front desk of the Days Inn. That position showed me a whole new profession I had no idea even existed. I came to the Heights in 2013 to open the Hampton Inn and Suites Houston I-10 Central as the director of sales. Since, then my role has evolved to regional director of sales and marketing. In 2015 I had the honor of working to open the Holiday Inn Express and Suites Tomball Texas. This allowed me to become a part of an amazing home town with a huge heart. I enjoy working and supporting each team in their own unique market. Since then, I have worked with teams to open four additional hotels in the Houston and Port Aransas area. I am passionate about hospitality and our role and responsibility in every community we serve. I am excited to continue my journey in the hospitality industry and can't wait for what the future holds.

**All the Best,**

*Paige Cassel*

Direct line- 832-468-0303

"Hospitality is about reaching out in service to others and using what we've been given to meet a need in their life."





**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 may be 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 or Print Clearly:

Date: 9/20/20

Name: Richard L. Anderson, Jr.

Phone: \_\_\_\_\_

Address: [REDACTED]

(Home)

City/State/Zip [REDACTED]

Phone: \_\_\_\_\_

(Work)

Email: [REDACTED]

Cell: [REDACTED]

I have lived in Tomball 14 years.

I am  am not  a U.S. Citizen

Occupation: Retired Houston Police Officer

Professional and/or Community Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach 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.**

I served on the Charter Review Commission in 2013, and was impressed by the dedication, knowledge, and foresight of the board members. As soon as I was nominated for the Planning & Zoning Board, I jumped at the opportunity. Being a part of the review board and witnessing the growth of Tomball has been very rewarding. Thank you for the chance to be a part of this dynamic city government.

**Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.**

**Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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
  
- Tomball Regional Health Foundation

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.

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

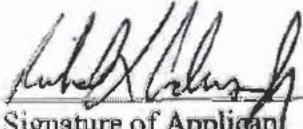
- Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

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](mailto:cso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Richard Anderson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Tomball Planning and Zoning Commission, Position 4 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

  
\_\_\_\_\_

Affiant

SWORN TO and subscribed before me by affiant on this 7th day of October, 2022.

  
\_\_\_\_\_

Signature of Person Administering Oath

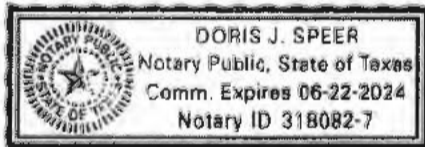
Doris J Speer  
\_\_\_\_\_

Printed Name

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

Title

(Seal)



Form #2204



PLEASE TYPE OR PRINT LEGIBLY

PROVIDE ALL REQUESTED INFORMATION

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

I, Richard Anderson, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

10-7-22  
Date

[Signature]  
Affiant's Signature

Tomball Planning and Zoning Commission, Position 4  
Position to Which Elected/Appointed

Tomball, Harris County, Texas  
City and/or County

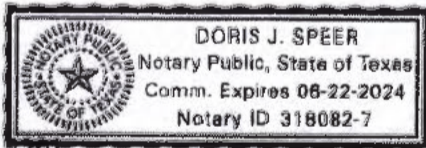
SWORN TO and subscribed before me by affiant on this 7th day of October, 2022.

[Signature]  
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J Speer  
Printed Name

City Secretary  
Title

(Seal)



Form No. 2201

**Doris Speer**

---

**From:** Office of the Attorney General <noreply@texasattorneygeneral.gov>  
**Sent:** Friday, October 7, 2022 1:00 PM  
**To:** Doris Speer  
**Subject:** Open Meetings Act Training Confirmation and Certificate

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## CERTIFICATE *of* COURSE COMPLETION

### Open Meetings Act

I, **Richard Anderson**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 7th of October, 2022.



*NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.*

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.





## 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.

Thomas L. Anderson Jr  
Board Member's Signature)

9-16-2022  
Date

Richard Johnson  
Board Member's Printed Name



**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

*Richard L. Anderson, Jr*

2 Office Held

*PLANNING & ZONING BOARD MEMBER*

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

*N/A*

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

*N/A*

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 *N/A* Description of Gift \_\_\_\_\_

Date Gift Accepted *N/A* Description of Gift \_\_\_\_\_

Date Gift Accepted *N/A* 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.

*Richard L. Anderson, Jr*

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

(2) Unsworn Declaration

My name is *Richard L. Anderson, Jr* and my date of birth is *12/03/1962*

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)

**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 176.008(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.

N/A

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



**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9-20-2022 (date).

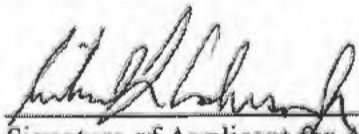
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

  
\_\_\_\_\_  
Signature of Applicant for Appointment

Richard L. Anderson Jr  
\_\_\_\_\_  
Printed Name of Applicant

9-20-2022  
\_\_\_\_\_  
Date:

**Richard L. Anderson, Jr.**



**Objective:** To serve as a board member on the Planning and Zoning Committee for the city of Tomball

**Biography**

**Personal:**



**Professional:**

I retired from the Houston Police Department in November of 2017, after 33 years of service. I worked in several divisions during my tenure, including: Robbery Division, Gang Division, and Internal Affairs Division. My wife retired from the Houston Police Department in March of 2017, after 36 years of service.

**Education:**

University of Houston  
Bachelor Business Administration – Finance 1996

Mountain State University  
Masters – Organizational Leadership 2006

**City of Tomball Committees:**

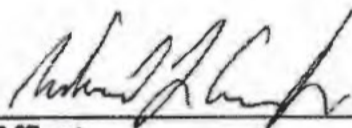
I served on the Charter Review Commission in August of 2013. This committee was informative and well run by the Commission Chairman Steven Vaughn. It was shortly after this that I was contacted and asked if I was interested in participating as a board member for the Planning and Zoning Committee. I have served on this committee with many different members all of whom have a wide variety of opinions on how best to serve the city of Tomball. I have enjoyed serving on this committee and hope that the mayor and city council will allow me to continue to serve.

In the name and by the authority of

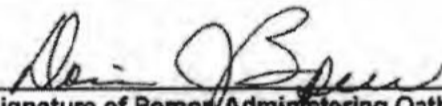
# The State of Texas

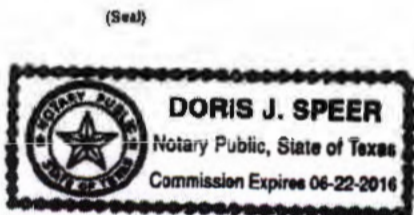
## OATH OF OFFICE

I, Richard Anderson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Planning and Zoning Commission Board Member, City of Tumball of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

  
\_\_\_\_\_  
Affiant

SWORN TO and subscribed before me by affiant on this 3rd day of January, 2014.

  
\_\_\_\_\_  
Signature of Person Administering Oath  
Doris J. Speer  
\_\_\_\_\_  
Printed Name  
City Secretary  
\_\_\_\_\_  
Title



Form #2204

See Reverse Side  
for Instructions  
Revised August 1999



PLEASE TYPE OR PRINT LEGIBLY

PROVIDE ALL REQUESTED INFORMATION

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

I, Richard Anderson, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

*UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.*

1-3-2014  
Date

*Richard Anderson*  
Affiant's Signature

Planning and Zoning Commission Board Member  
Position to Which Elected/Appointed

Tomball, Harris County  
City and/or County

SWORN TO and subscribed before me by affiant on this 3rd day of January, 2014.

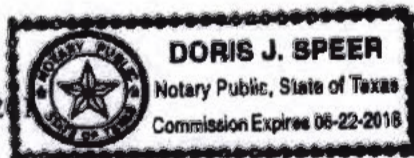
*Doris J. Speer*  
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J. Speer  
Printed Name

City Secretary  
Title

(Seal)

Form No. 22





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 may be 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 or Print Clearly:

Date: 9-22-2022

Name: Scott Moore JR

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip \_\_\_\_\_

Cell \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 2 years. (this time)

I am  am not  a U.S. Citizen

Occupation: OWNER OPERATOR of Restaurants TEJAS CHOCOLATE + BARBECUE  
TEJAS BURGER JOINT

Professional and/or Community Activities: MEMBER REAL LIFE CHURCH TOMBALL, TX  
HOUSTON BARBECUE FESTIVALS  
TEXAS MONTHLY BBQ FESTIVALS  
TOMBALL CHAMBER of Commerce



Additional Pertinent Information/References: MIKE OTT, Rodney Hutson  
Bruce Hillquist, Amanda Kelly

Please attach 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.

KLEIN HIGH SCHOOL 1982; SFA 1986; TEJAS CHOCOLATE LLC 2011;  
TEJAS CHOCOLATE + BARBECUE 2015; TEJAS BURGER JOINT 2019; RESIDENT  
OF OLDTOWN TOMBALL; [REDACTED]; actively support  
many church & school fund raising efforts. Discuss Tomball w/ locals & visitors  
by the hundreds weekly. I am very interested in planning for future challenges.  
I want every small business here to succeed. Together we are stronger.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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

- (1) Planning & Zoning Commission
- (2) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.  
To Be Announced; Evenings

Separate Legal Entities

- (4) Tomball Economic Development Corporation
  
- ( ) Tomball Regional Health Foundation

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.

Ad Hoc/Advisory Committees

- (5) 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  
[csol@tomballtx.gov](mailto:csol@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)







By 2014, Steel Line was not doing well while the little chocolate hobby business was starting to grow. We were doing well at the Tomball Farmers Market, and that's where Wholefoods discovered our chocolate. Wholefoods put us in 6 Houston area stores. We also began selling bars to Central Market, Specs, and Kroger Marketplace stores. We decided to make Tejas Chocolate our full time endeavor and started to the process of closing Steel Line.

[REDACTED]  
[REDACTED] We found the old house at 200 N Elm Street as it was advertised by the Hutson Group as a commercial property.

I was a backyard barbecue enthusiast and paying close attention to the craft barbecue scene starting to shine in Texas. We often heard from our customers at the Tomball Farmers Market that there were not enough great eateries in Tomball to support the area. People wanted more options for great food to enjoy. [REDACTED]  
[REDACTED]  
[REDACTED]

We decided to bring our version of Texas style craft barbecue to Tomball where we purchase ultra premium grades of meats for smoking, and make our all of sides in house from scratch using our family heirloom recipes. We'd feature chocolate as our dessert options naturally. In October of 2015, after spending literally every dollar we had, we opened Tejas Chocolate + Barbecue at the building on Elm Street that we like to call The Craftory.

Nike bought chocolate from us for their VIP guests at the Super Bowl in 2017; The Janet Jackson wardrobe "malfunction" year. There was a lot of conversation on the Michael Berry show about barbecue in Houston during the Super Bowl time and several of our faithful followers called in to tell him about Tejas. I got to spend some time on the radio [REDACTED]. We saw a pretty big uptick in our sales from that radio exposure.

In May of 2017 Texas Monthly Magazine published their newest list of Top 50 BBQ joints, a list they publish just every 4 years. Tejas was ranked #6 in the state and #1 in the Houston Metro area on the list. That list was posted on Texas Monthly social media accounts on a Monday when we are closed. The very next day there was line all the way to the street. Making the TMBBQ Top 50 list literally shot us out of cannon. We made their Top 50 list again in 2021.

We've been ranked in the top 15 *Best of the South* by Southern Living Magazine the last two times they published their list. All of this exposure led to a large

following of "Day Trippers" coming out for barbecue, and to take in Old Town Tomball. We created a numbering system, we call it "Golden Tickets" for Saturdays so people could save their place in line and go shop at the Farmers Market or any store in Old Town. I want our visitors from out of town to experience all my town had to offer.

Our restaurant has been featured on Food Networks Man Fire Food, and Food Paradise with episodes repeating all the time. We were also featured on Texas Country Reporter, and Texas Bucket List. These shows brought even more people to Tejas and Tomball.

In 2019 we decided to open Tejas Burger Joint at 214 W Main Street, based on a once a week burger special at our barbecue joint . This became the 4th building we are renting from the Hutson Group. Oh my.

By the grace of god we managed to survive the pandemic. The PPP loan program worked as we never had to let anyone go. [REDACTED] I opened The Craftory in 2015 with just us and 2 part time employees. Today we employ 54, and most of us live in Tomball.

Even with all the state and national recognition we've received, still to this day, my favorite moments are with our local regulars where we talk barbecue, sports, the news, or their own life events. Tomball has claimed us as one of their own and that is deeply rewarding [REDACTED] We bought a house on South Pine Street so we could be close to work and be more involved on our community. Our restaurant as matured to the point now where I can take some time for other duties and take a break here and there.

[REDACTED] I recently transferred our church to Real Life on Main St. I play golf whenever I can, and occasionally get out to go fishing & hunting. My real passion is creating food and serving our community. I can make the time, I always do what I say I will do, and I can walk to city hall from work or home. You'll often find me peddling my bicycle around to and from work. For these reasons I hope you will consider adding me to one of the decision boards. I'm all in on Tomball.

Cheers! Scott



**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 176.003(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(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 176.008(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 filling 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 \_\_\_\_\_

**(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.

In the name and by the authority of

**The State of Texas**

**OATH OF OFFICE**

I, Scott Moore, Jr., do solemnly swear  
(or affirm), that I will faithfully execute the duties of the office of  
Tomball Planning and Zoning Commission, Position 3 of the State of Texas,  
and will to the best of my ability preserve, protect, and defend the Constitution and laws of the  
United States and of this State, so help me God.

*Scott Moore, Jr.*  
Affiant

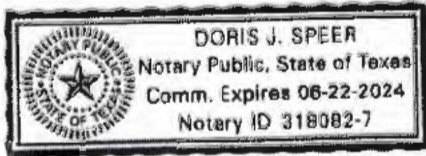
SWORN TO and subscribed before me by affiant on this 6th day of  
October, 2022.

*Doris J. Speer*  
Signature of Person Administering Oath

Doris J Speer  
Printed Name

City Secretary  
Title

(Seal)



Form #2204



PLEASE TYPE OR PRINT LEGIBLY  
PROVIDE ALL REQUESTED INFORMATION

# STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

I, Scott Moore, Jr., do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

10-6-2022  
Date

[Signature]  
Affiant's Signature

Tomball Planning and Zoning Commission, Position 3  
Position to Which Elected/Appointed

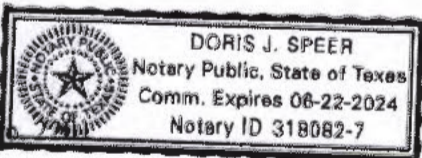
Tomball, Harris County, Texas  
City and/or County

SWORN TO and subscribed before me by affiant on this 6th day of October, 2022.

[Signature]  
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J Speer  
Printed Name

City Secretary  
Title

(Seal)   
Form N

**From:** Office of the Attorney General <[noreply@texasattorneygeneral.gov](mailto:noreply@texasattorneygeneral.gov)>  
**Subject:** Open Meetings Act Training Confirmation and Certificate  
**Date:** October 6, 2022 at 10:39:01 AM CDT  
**To:** [REDACTED]  
**Reply-To:** Office of the Attorney General <[noreply@texasattorneygeneral.gov](mailto:noreply@texasattorneygeneral.gov)>

## CERTIFICATE *of* COURSE COMPLETION

### Open Meetings Act

I, **Scott Moore**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 5th of October, 2022.



*NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.*

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.





## 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.

Scott Moore Jr  
Board Member's Signature

9-22-2022  
Date

Scott Moore Jr  
Board Member's Printed Name



**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on \_\_\_\_\_(date).

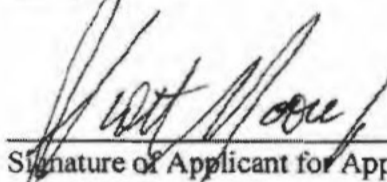
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

  
\_\_\_\_\_  
Signature of Applicant for Appointment

Scott Moore Jr  
\_\_\_\_\_  
Printed Name of Applicant

9-22-2022  
\_\_\_\_\_  
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 may be 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 2023 will expire in 2025.

Please Type or Print Clearly:

Name: Tiffany Fuller

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: hometownrealtor@tiffanyfuller.com

Date: March 31, 2023

Phone: [REDACTED]  
(Home)

Phone: \_\_\_\_\_  
(Work)

Cell: \_\_\_\_\_

I have lived in Tomball \_\_\_ years.

I am  am not \_\_\_ a U.S. Citizen

Occupation: Realtor with The Home town Realty Team

brokered by CRP, Realtors

part owner of Evangeline and Elle Mae Biddell

Professional and/or Community Activities: Parade committee, Miss Tomball  
board of directors, Tomball Production Center volunteer, TIS  
PTA co-president, TIS Hospitality chair, Tomball principal partner, TIS  
Leadership Council 2010, Leadership North Houston 2011 graduate, TIS CIT  
committee of Pres. Zeta Tau Alpha, president co-chair for TIS Zeta Day,  
TIS LES, think or think volunteer, Tomball Business and Professional  
Women board + spring fundraiser, Bayou City Fellowship Hospitality Committee  
Adopt a Senior, PTA Family events coordinator, Backpack and school supply  
drive, Zeta Tau Alpha housing advisor, YPN Advisory Board for H&R



Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach 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.

Growing up in Tomball and coming back [redacted] I have  
a vested interest in the heart beat of our community. Tomball  
is coming so I desire to protect what has made Tomball so special while  
allowing it to flourish. I know it's time for the next generation to step  
in and eagerly awaiting those doors to open. I'm highly involved and  
committed to Tomball, so what's better than someone like that to continue to  
serve.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office 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
  
- Tomball Regional Health Foundation

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.

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

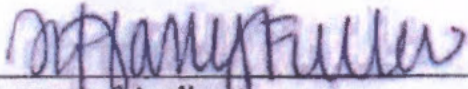
- Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

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  
[csa@tomballtx.gov](mailto:csa@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
Election on Disclosure  
Acknowledgment of Receipt and Understanding (Page 33, Handbook)



**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 Tiffany Fuller

2 Office Held CIPAC ETJ member

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code n/a

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.

Tiffany Fuller  
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

(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)





## 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.

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**(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.

Tiffany Fuller  
Board Member's Signature

March 31, 2023  
Date

Tiffany Fuller  
Board Member's Printed Name

I have been employed at HCA Healthcare Tomball for 15 years in Nursing leadership.  
I have been a nurse since 1979  
I moved to Texas in 1980 and have lived in the Houston area the whole time.  
I believe my strength is mentoring staff to develop them to their fullest potential. I am involved in a program involving Lone Star College, TISD, and HCA Tomball.

Service to our community is important to me. [REDACTED]

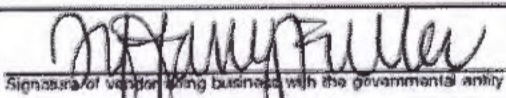
I was a member of the Board of Adjustments in Tomball, and now an active member of the Planning and Zoning Committee.  
I am on the board of the Greater Tomball Pachyderm Club.

Thank you,  
Susan



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">n/a</p>	
<p><b>2</b> <input type="checkbox"/> 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.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">n/a</p> <p style="text-align: center;">Name of officer</p>	
<p><b>4</b> 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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> 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.</p>	
<p><b>6</b> <input type="checkbox"/> 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).</p>	
<p><b>7</b></p> <p style="text-align: center;">  <span style="margin-left: 200px;">5/1/2023</span> </p> <p style="text-align: center;"> <small>Signature of vendor doing business with the governmental entity</small> <span style="margin-left: 200px;"><small>Date</small></span> </p>	

# City Council Meeting Agenda Item Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Consideration and possible action to appoint/reappoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.

**Background:**

Chad Degges currently serves a Member on the TEDC Board of Directors. He was appointed in 2012 and has expressed interest in continuing to serve as a Member of the TEDC Board of Directors. A complete application is on file with the City Secretary's office.

Additional applications will be distributed by the City Secretary as received.

**Origination:**

**Recommendation:**

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

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Consideration and possible action to appoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.

**Background:**

The Tomball Economic Development Corporation Board terms for Gretchen Fagan, Steven Vaughan, and Chad Degges are due for appointment/reappointment. Mr. Vaughan is requesting not to be reappointed at this time. The other members have indicated a desire to continue serving on the TEDC Board of Directors.

The attached applications have been submitted for consideration.

**Origination:**

**Recommendation:**

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

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



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: July 3, 2023

**Topic:**

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

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