

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



MONDAY, DECEMBER 17, 2018

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, December 17, 2018 at 6:00 P.M., 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.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Kenny Rodgers, Anointed Faith Family Church

3.0 Pledges to U.S. and Texas Flags

4.0 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.]*

5.0 Presentations:

- **Resale with a Purpose** – Donation to City of Tomball Fire and Police Departments for their Christmas Projects

- **Tomball Lions Club** – Donation to City of Tomball Fire and Police Departments for their Christmas Projects
- Mayor's **2018 Citizen of the Year Award**

6.0 Reports and Announcements

- December 24-25, 2018 – **Christmas Holidays** – City offices closed
- January 1, 2019 – **New Year's Day Holidays** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Denise Fiore – report on the success of the **“Christmas on Commerce”** Event
 - Doris Speer – Tracylynn Garcia received designation of **Certified Public Manager** from The University of Houston and The William P. Hobby Center for Public Service of Texas State University
 - Rob Hauck – City Secretary's Office has received the **“5 Star Exemplary Award”** from Texas Department of Vital Statistics, 8th Year
 - Billy Tidwell – report on the success of **Police Explorers Post #5451** at the Annual Conference in Grand Prairie

7.0 Approve the Minutes of the December 3, 2018 Special Tomball City Council Meeting and the December 3, 2018 Regular Tomball City Council Meeting

8.0 Old Business:

- 8.1 Approve, on Second Reading, Resolution No. 2018-32-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Industrial Reserve, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a office/warehouse building to be located on approximately 1.9890 acres of land in the Jesse Pruitt Survey, Abstract 608, Harris County, Texas, and generally located at the northwest corner of Cherry Street and Theis Lane, Tomball, TX 77375. The estimated amount of expenditures for such Project \$44,650.00.
- 8.2 Approve, on Second Reading, Resolution No. 2018-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Shri Vinayak LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs for the promotion of new or expanded business enterprise related to the construction of a Days Inn & Suites hotel to be located at 15525 FM 2920 Road, Tomball, Texas, 77377. The estimated amount of expenditures for such Project is \$149,750.00.
- 8.3 Adopt, on Second Reading, Ordinance No. 2018-40, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity No Longer Require the Continued Existence of a Drainage Right-of-Way situated within The Tomball 2920 Subdivision, Harris County, Texas, and as Recorded in the Map Records of Harris County, Texas; Vacating, Abandoning, and Closing

Said Drainage Right-of-Way; Providing for Severability; and Containing Other Provisions Relating to the Subject

- 8.4 Adopt, on Second Reading, Ordinance No. 2018-41, an Ordinance of the City Council of the City of Tomball, Texas, Approving the 2018 Updated Service and Assessment Plan for the City of Tomball Public Improvement District Number Three (PID No. 3), for The Reserve at Spring Lake Subdivision

9.0 New Business:

- 9.1 Consideration to Approve **Zoning Case P18-176**: Request by Lance Langenhoven for a Conditional Use Permit to operate an office showroom/warehouse facility at 419 East Hufsmith Road. The property is approximately 5.86 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith at Hospital Road, and is zoned General Retail District.

- Conduct Public Hearing on **Zoning Case P18-176**
- Adopt, on First Reading, Ordinance No. 2018-42, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to Lance Langenhoven to operate an “Office Showroom/Warehouse” at 419 East Hufsmith Road; said property being approximately 5.86 acres, and being legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith Road at Hospital Road and zoned General Retail District; providing requirements and conditions for this CUP; containing findings and other provisions relating to the subject; providing a penalty in an amount not to exceed \$2,000 for violations hereof; and providing for severability.

- 9.2 Consideration to Approve **Zoning Case P18-168**: Request by Ahmad Adnan Aslam to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, generally located at the southwest corner of Barbara Street and Holderrieth Boulevard, from the Single-Family 6 District to the Old Town & Mixed Use District.

- Conduct Public Hearing on **Zoning Case P18-168**
- Adopt, on First Reading, Ordinance No. 2018-43, 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 0.32 acres of land, legally described Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town & Mixed Use District; said property being generally located at the southwest corner of Barbara Street and Holderrieth Boulevard; 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.

- 9.3 Consideration to Approve **Zoning Case P18-162**: Request by W D Hill to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.568 acres of land legally described as Lots 19 thru 24 Block 94

Tomball, within the City of Tomball, Harris County, Texas, generally located at the northeast corner of Kane Street and Baker Drive, from the Single-Family 6 District to the Old Town & Mixed Use District.

- Conduct Public Hearing on **Zoning Case P18-162**
- Adopt, on First Reading, Ordinance No. 2018-44, 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 0.568 acres of land, legally described Lots 19 thru 24 Block 94 Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town and Mixed Use District; said property being generally located at the northeast corner of Kane Street and Baker Drive; 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.

- 9.4 Approve Agreement between City of Tomball and Pelican Reserve Pipeline/Tortuga Operating Company for Pipeline Relocation along the M121W Drainage Channel
- 9.5 Approve the Consent to Assignment between Zion Road Properties, LLC and Continental Land Acquisitions, LLC, of the Development Agreement dated May 3, 2010 between the City of Tomball and Zion Road Properties, LLC to Finance Public Improvement District Number Three (Reserve at Spring Lake)
- 9.6 Approve an Amended Development Agreement with Bob Allen (Developer of Reserve at Spring Lake Subdivision) for Public Improvement District No. 3 (Reserve at Spring Lake), Containing the Same Terms Provided in Subsequent City of Tomball PIDs

10.0 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 13th day of December 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

Doris Speer

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.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 17, 2018

Topic:

- Led by Pastor Kenny Rodgers, Anointed Faith Family Church

Background:

Origination:

Recommendation:

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

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 17, 2018

Topic:

- **Resale with a Purpose** – Donation to City of Tomball Fire and Police Departments for their Christmas Projects
- **Tomball Lions Club** – Donation to City of Tomball Fire and Police Departments for their Christmas Projects
- Mayor's **2018 Citizen of the Year Award**

Background:

Origination:

Recommendation:

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

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

- December 24-25, 2018 – **Christmas Holidays** – City offices closed
- January 1, 2019 – **New Year's Day Holidays** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Denise Fiore – report on the success of the “**Christmas on Commerce**” Event
 - Doris Speer – Tracylynn Garcia received designation of **Certified Public Manager** from The University of Houston and The William P. Hobby Center for Public Service of Texas State University
 - Rob Hauck – City Secretary’s Office has received the “**5 Star Exemplary Award**” from Texas Department of Vital Statistics, 8th Year
 - Billy Tidwell – report on the success of **Police Explorers Post #5451** at the Annual Conference in Grand Prairie

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Tracylynn Garcia - Certified Public Manager
2018 5 Star Exemplary Award
Explorers Post 5451

THE STATE OF TEXAS

By the Authority of the State of Texas
and

The University of Houston

The William P. Hobby Center for Public Service of Texas State University

Hereby confer upon

Tracy Lynn Garcia

the designation of

CERTIFIED PUBLIC MANAGER®

together with all the rights, privileges, and honors
appertaining thereto on this Tenth day of December
Two Thousand and Eighteen at Austin, Texas

Cheryl Robertson

Chair, National Certified Public Manager Consortium®

Paul Cross

CPM Director, University of Houston



Howard R. Baranoff

Director, The Texas Certified Public Manager Program

Accredited by the National Certified Public Manager Consortium

TXEVER

A Star is Born
64th Annual Texas Vital Statistics Conference
HYATT REGENCY AUSTIN | DECEMBER 10 - 12, 2018

2018 EXEMPLARY FIVE STAR AWARD

CITY OF TOMBALL



Thank you for your excellence in vital registration!



Texas Department of State
Health Services



State Registrar, VSS







Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Approve the Minutes of the December 3, 2018 Special Tomball City Council Meeting and the December 3, 2018 Regular Tomball City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

Approve Minutes

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

City Secretary

ACTION TAKEN

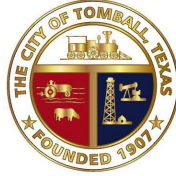
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Draft Minutes of the December 3, 2018 Special Tomball City Council Meeting

Draft Minutes of the December 3, 2018 Regular Tomball City Council Meeting

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



**MONDAY, DECEMBER 3, 2018
5:00 P.M.**

1.0 Meeting was called to order at 5:09 p.m. by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Finance Director – Glenn Windsor
Director of Public Works – Beth Jones
Director of Community Development – Craig Meyers
Fire Chief – Randy Parr
Assistant City Secretary – Tracy Garcia

2.0 No public comments were received.

3.0 Workshop Session:

3.1 The Tomball City Council entered into a Workshop Session regarding the City of Tomball 2018 Water Wastewater and Gas Rate Study and Financial Forecast, Presented by Dan Jackson, Vice President, Willdan Financial Services.

4.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adjourn.

Motion carried unanimously.

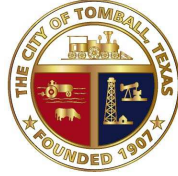
Meeting adjourned.

PASSED AND APPROVED this the 17th day of December 2018.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

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



**MONDAY, DECEMBER 3, 2018
6:00 P.M.**

1.0 Meeting was called to order by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Police Chief – Billy Tidwell
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
IT Manager – Doug Tippet
Director of Community Development – Craig Meyers
Planner – Amelia Lindley
Assistant City Secretary – Tracy Garcia
Fire Marshal – Joe Sykora
Community Center Manager – Rosalie Dillon
Senior Accountant – Christine Brookshire
Police Captain – Ricky Doerre
Executive Director-TEDC – Kelly Violette
PID Administrator – Scott Bean

2.0 The invocation was led by Pastor James Roberson, Hufsmith Church of Christ, Tomball

3.0 Pledges to U. S. and Texas Flags were led by Randy Parr.

4.0 The following Public Comments were received:

- | | | |
|--------------------------------------|---|--|
| Bruce Hillegeist
President, GTACC | - | Expressed the Chamber's appreciation for the City's support for another successful annual Holiday parade and introduced 2019 Miss Tomball, Presley Babb. |
| Presley Babb
2019 Miss Tomball | - | Expressed her desire to serve the citizens of Tomball as 2019 Miss Tomball. |

5.0 Reports and Announcements:

- December 7-9, 2018 – **Tomball German Christmas Market**
- December 24-25, 2018 – **Christmas Holidays** – City Offices closed
- January 1, 2019 – **New Year's Day Holiday** – City Offices closed
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Glenn Windsor presented the Quarterly Investment Report for Period Ending September 30, 2018. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On September 30, 2018, the City had total cash and cash equivalents in the amount of \$69,325,792.

6.0 Motion was made by Councilman Ford, second by Councilman Klein Quinn, to approve the Minutes of the November 19, 2018 Special Tomball City Council Meeting and the November 19 2018 Regular Tomball City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

- 7.1 Motion was made by Councilman Stoll, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-37, 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 3 Acres of Land, Legally Described Tract 253a Tomball Outlots, Within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; Said Property Being Generally Located on the West Side of Pitchford Road at 902 Pitchford Road; Providing for the Amendment of the official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as

follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 7.2 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2018-38, 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 10 Acres of Land, Legally Described Lot 1 Block 1 Welling Owens Quadruplexes, within the City of Tomball, Harris County, Texas, from the Planned Development District to the Office District; Said Property Being Generally Located on the East Side of Lovett Street, South of Carrell Street; 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. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 7.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-39, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Great Oak School to Operate a "School, Other Than Public or Denominational"; Said Property Being Approximately 10 Acres, and Being Legally Described as Lot 1 Block 1 Welling Owens Quadruplexes, within the City of Tomball, Harris County, Texas, Generally Located on the East Side of Lovett Street, South of Carrell Street and Zoned Office District; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>

Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

8.0 New Business:

- 8.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve, on First Reading, Resolution No. 2018-32-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Industrial Reserve, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a Office/warehouse building to be located on approximately 1.9890 acres of land in the Jesse Pruitt Survey, Abstract 608, Harris County, Texas, and generally located at the northwest corner of Cherry Street and Theis Lane, Tomball, TX 77375. The estimated amount of expenditures for such Project \$44,650.00.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve, on First Reading, Resolution No. 2018-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Clarus Tomball Investments Ltd., to make direct incentives to, or expenditures for, assistance with infrastructure costs for the promotion of new or expanded business enterprise related to the construction of a Days Inn Hotel & Suite to be located at 15525 FM 2920 Road, Tomball, Texas. The estimated amount of expenditures for such Project is \$149,750.00.

Motion carried unanimously.

- 8.3 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve, as a Project of the TEDC Corporation, an Agreement with Houston Poly Bag I, LTD to make direct incentives to or expenditures for equipment expansion for the creation and retention of primary jobs for Houston Poly Bag I, LTD. The estimated amount of expenditures for such Project is an amount not to exceed \$110,369.00.

Motion carried unanimously.

- 8.4 Motion was made by Councilman Townsend, second by Councilman Degges, to approve the First Amendment to Economic Development Agreement between the Tomball Economic Development Corporation and Houston Poly Bag, Ltd. for Additional Funding of \$12,752.00.

Motion carried unanimously.

- 8.5 Consideration of Appointment/Reappointment of Members to Positions 2, 5, and 8 of the Tourism Advisory Committee Board, for Terms expiring December 5, 2018 was withdrawn by Mayor Fagan.

No action taken.

- 8.6 Presentation was made by Hines Real Estate regarding Funding Options for Their Proposed Residential Subdivision in Tomball, Located at the Northeast Corner of Agg Road and Persimmon Street.

No action taken.

- 8.7 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Abandonment of a Drainage Right-of-Way and to read Ordinance No. 2018-40 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2018-40, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity No Longer Require the Continued Existence of a Drainage Right-of-Way situated within The Tomball 2920 Subdivision, Harris County, Texas, and as Recorded in the Map Records of Harris County, Texas; Vacating, Abandoning, and Closing Said Drainage Right-of-Way; Providing for Severability; and Containing Other Provisions Relating to the Subject. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 8.8 Motion was made by Councilman Stoll, second by Councilman Klein Quinn, to read Ordinance No. 2018-41 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on First Reading, Ordinance No. 2018-41, an Ordinance of the City Council of the City of Tomball, Texas, Approving the 2018 Updated Service and Assessment Plan for the City of Tomball Public Improvement District Number Three (PID No. 3), for The Reserve at Spring Lake Subdivision. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Nay</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried, 4 votes Aye, 1 vote Nay.

- 8.9 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the Software License and Service Agreement with Zuercher Technologies for Replacement of Computer Aided Dispatch System (CAD) for the Tomball Police Department, in the Amount of \$247,811.00.

Motion carried unanimously.

- 8.10 Motion was made by Councilman Townsend, second by Councilman Degges, to approve the Execution of an Agreement for Professional Services with Freese & Nichols for the Completion of a Water and Wastewater Impact Fee Study in the Amount of \$59,100.00.

Motion carried unanimously.

- 8.11 Motion was made by Councilman Ford, second by Councilman Townsend, to award Contract for Project No. 2018-20 – E&P Project 2018-10026, Pine Street Ground Storage Tank Rehabilitation, to NG Painting, L.P., in the Amount of \$139,000.00.

Motion carried unanimously.

- 8.12 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve Fixed Pricing for Natural Gas Acquisitions for the City's North Gate Natural Gas Purchases from EDF Trading, for a Fixed Price of \$4.09/MMBtu from December 2018 through November 2019.

Motion carried unanimously.

8.13 Executive Session: The City Council recessed at 7:51 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

Upon reconvening into regular session at 8:27 p.m., no action was taken regarding Executive Session.

9.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 17th day of December 2018.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Approve, on Second Reading, Resolution No. 2018-32-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Industrial Reserve, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a office/warehouse building to be located on approximately 1.9890 acres of land in the Jesse Pruitt Survey, Abstract 608, Harris County, Texas, and generally located at the northwest corner of Cherry Street and Theis Lane, Tomball, TX 77375. The estimated amount of expenditures for such Project \$44,650.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project" of the Corporation. At its regular meeting on November 13, 2018, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Industrial Reserve LLC for the promotion of new or expanded business development related to the construction of an 25,200 square foot office/warehouse building on a 1.989-acre tract of land generally located at the northwest corner of Cherry Street and Theis Lane. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination:

John Clint Riley, Partner, Industrial Reserve, LLC

Recommendation:

Approval of Resolution No. 2018-32-TEDC on second reading.

Funding:

Yes

Account Number:Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Resolution No. 2018-32-TEDC

Cover Memo

Request Letter
TEDC Performance Agreement
Economic Impact Analysis

RESOLUTION NO. 2018-32-TEDC

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

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Forty-Four Thousand Six Hundred and Fifty Dollars (\$44,650), found by the Board to be required or suitable to promote a new business development by Industrial Reserve LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Forty-Four Thousand Six Hundred and Fifty Dollars (\$44,650), to Industrial Reserve LLC in accordance with an economic development agreement by and between the TEDC and Industrial Reserve LLC, to promote and develop a new or expanded business enterprise, to be located in the Jesse Pruitt survey, Abstract 608, Harris County, Texas, and generally located at the northwest corner of Cherry Street and Theis Lane, Commercial Park Road, Tomball, TX 77375.

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

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

PASSED AND APPROVED on first reading this ____ day of _____, 2018.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of _____, 2018.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 3, 2018

SUBJECT: Industrial Reserve, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from John Clint Riley, Partner of Industrial Reserve, LLC, for assistance with infrastructure costs related to the development of a proposed office/warehouse building.

Industrial Reserve, LLC, proposes to develop approximately 1.989 acres located at the northwest corner of Cherry Street and Theis Lane in Tomball. The development will consist of an approximately 25,200 square-foot office/warehouse building, comprised of 22,782 square feet of warehouse space and 2,418 square feet of showroom, office, and ancillary space. The estimated capital investment for the project is over \$2.8 million.

Industrial Reserve has negotiated a 10-year lease agreement with Goodman Distribution Inc. for use as a showroom and regional distribution center for the company.

The eligible infrastructure improvements include water, sanitary, gas, storm sewer, telecommunications, electric utilities and related site improvements totaling approximately \$446,500.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$163,944.

If the agreement between the TEDC and Industrial Reserve, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$44,650, based on the actual expenditures for the eligible infrastructure improvements.

October 30th, 2018

Dear TEDC Board of Directors:

On behalf of Industrial Reserve, LLC, we appreciate the opportunity to request grant funding from TEDC for the completion of Goodman Distribution Center project in Tomball, TX.

It is our goal to help develop Goodman Distribution Center into serving the needs of both new and established businesses, while meeting the requirements for flexible office and warehouse space. The center will open the door for more revenue and employment opportunities in Tomball as well.

Goodman Distribution Center will consist of one 25,200 square foot building and will be located at Thies Street and Cherry Street.

Construction would set to begin in January 2019 and scheduled for completion in August 2019.

We are seeking grant funding for approved installations at our project, including infrastructure, landscaping and signage improvements. Our estimated budget is as follows:

Tenant	Goodman Shreveport Tomball	NNN Lease	Guaranteed by Goodman Global
Size	25,200 Office/Showroom Regional Distribution center		
	25,200 SF	Budget	
Land		\$475,000.00	Based on contracted land cost E Mcneese
Geo/Phase I/Topo		\$10,000.00	
A&E		\$25,000.00	
Civil		\$40,000.00	
Legal		\$10,000.00	
City Fees	tap/Impact	\$25,000.00	
Construction		\$1,817,000.00	
Development Fee		\$100,000.00	
Financing Cost		\$22,000.00	
Carry Costs		\$90,000.00	
Commissions		\$110,000.00	

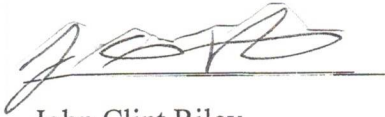
Contingency	\$150,000.00
Total Cost	\$2,874,000.00

Having completed research on the market, our project should complement Tomball and be a valuable business to the existing developments in the area.

Furthering assistance in your consideration, we have enclosed the requested Project Data sheet and Certified survey.

Any questions you may have about the Goodman Distribution Center, feel free to ask. Please contact me by phone at 214-226-4626, for a prompt response. We are grateful for the opportunity for your trust in our development and your assistance. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Clint Riley', written over a horizontal line.

John Clint Riley

Partner

Industrial Reserve, LLC

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Industrial Reserve, LLC** (the “Company”), 738 Armstrong Blvd., Coppell, TX, 75019.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 1.989-acre tract of land within the City, located in the Jesse Pruitt Survey, Abstract 608, Harris County, Texas and generally located at the northwest corner of Cherry Street and Theis Lane, Tomball, TX 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, such development shall include the construction of a 25,200 square-foot office/warehouse building; and

WHEREAS, the TEDC agrees to provide to the Company the sum of up to Forty-Four Thousand Six Hundred and Fifty Dollars (\$44,650), or an amount equal to ten (10) percent of actual costs if less than the sum stated above, to assist in the construction of infrastructure

improvements (the “Infrastructure Improvements”), identified and described in Exhibit “B,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 25,200 square-foot office/warehouse building (the “Improvements”) identified and described on Exhibit “C,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary occupancy permits from the City shall be obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further represents and agrees that the Improvements described in Paragraph 1 hereof will be occupied and maintained for a term of at least five (5) years.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Forty-Four Thousand Six Hundred and Fifty Dollars (\$44,650), or an amount equal to ten (10) percent of actual costs if less than the sum stated above upon completion of construction and occupancy of the office/warehouse building. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the

construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the

agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

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

If to City:

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

If to Company:

Industrial Reserve, LLC
738 Armstrong Blvd.
Coppell, TX, 75019
Attn: John Clint Riley, Partner

9.

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

10.

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

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2018 (the “Effective Date”).

INDUSTRIAL RESERVE, LLC

By: _____
Name: John Clint Riley
Title: Partner

ATTEST:

By: _____
Name: _____
Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Name: Gretchen Fagan
Title: President, Board of Directors

ATTEST:

By: _____
Name: William E. Sumner Jr.
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by John Clint Riley, Partner, Industrial Reserve, LLC for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

Being a tract or parcel of land containing 1.9890 acres of land or 86,644 square feet, located in the Jesse Pruitt Survey, Abstract 608, Harris County, Texas; Said 1.9890 acre tract being of record in the name of Hightower Investments, Ltd. in Harris County Clerk's File (H.C.C.F.) Number 20150587574, being all of a 1.852 acre tract (Tract 4) described therein and the east twenty feet of a 2.684 acre tract (Tract 3) described therein; Said 1.9890 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System, South Central Zone (NAD83)):

COMMENCING at a 1/2 inch iron rod found for the northwest corner of a 2.691 acre tract of record in the name of Helen L. Jahn in H.C.C.F. Number S551075, being the southwest corner of a called 8.1984 acre tract of record in the name of Craig Swinghammer in H.C.C.F. Number S016666 and being on the east line of an unimproved thirty (30) foot wide road of record in Volume 2, Page 65 in the Map Records of Harris County (H.C.M.R.), Texas;

THENCE, coincident the north line of aforesaid 2.691 acre tract and the south line of aforesaid 8.1984 acre tract, North 87 degrees 30 minutes 57 seconds East, at a distance of 420.88 feet pass the northeast corner of said 2.691 acre tract and being the northwest corner of a 3.072 acre tract of record in the name of Tracy Lawrence in H.C.C.F. Number S551078, at a distance of 868.83 feet pass the northeast corner of said 3.072 acre tract and being the northwest corner of a 2.684 acre tract of record in the name of Richard Henry Lucas in H.C.C.F. Number S551077, and continue for an overall distance of 1,240.07 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, coincident the north line of the herein described tract and the south line of aforesaid 8.1984 acre tract, North 87 degrees 30 minutes 57 seconds East, at a distance of 20.00 feet pass the northeast corner of aforesaid 2.684 acre tract (Tract 3) and the northwest corner of aforesaid 2.691 acre tract (Tract 4), and continue for an overall a distance of 290.05 feet to a 5/8 inch iron rod with "Gruller" cap found for the northeast corner of the herein described tract, being the southeast corner of said 8.1984 acre tract and being on the west Right-of-Way (R.O.W.) line of Cherry Street;

THENCE, coincident the east line of the herein described tract and the west R.O.W. line of aforesaid Cherry Street, South 02 degrees 29 minutes 22 seconds East, a distance of 298.71 feet to a 5/8 inch iron rod with "Gruller" cap found for the southeast corner of the herein described tract and being at the intersection of the west R.O.W. line of said Cherry Street and the north R.O.W. line of Theis Lane (width varies);

THENCE, coincident the south line of the herein described tract and the north R.O.W. line of aforesaid Theis Lane, South 87 degrees 30 minutes 06 seconds West, a distance of 290.00 feet to a 5/8 inch iron rod with "Gruller" cap set for the southwest corner of the herein described tract and being on the south line aforesaid 2.684 acre tract;

THENCE, through and across aforesaid 2.684 acre tract, North 02 degrees 29 minutes 54 seconds West, a distance of 298.78 feet to the POINT OF BEGINNING and containing 1.9890 acres of land.

Exhibit B
Description of Infrastructure Improvements

Sanitary Sewer	\$ 7,500
Storm Drainage	\$ 35,000
Water	\$ 25,000
Gas	\$ 5,000
Site Preparation	\$ 300,000
Telecommunications/Internet	\$ 4,000
Electric	\$ 25,000
Total	\$ 446,500

Exhibit C
Description of Improvements

One 25,200 square foot office/warehouse building on approximately 1.9890 acres of land generally located at the north west corner of Cherry Street and Theis Lane.

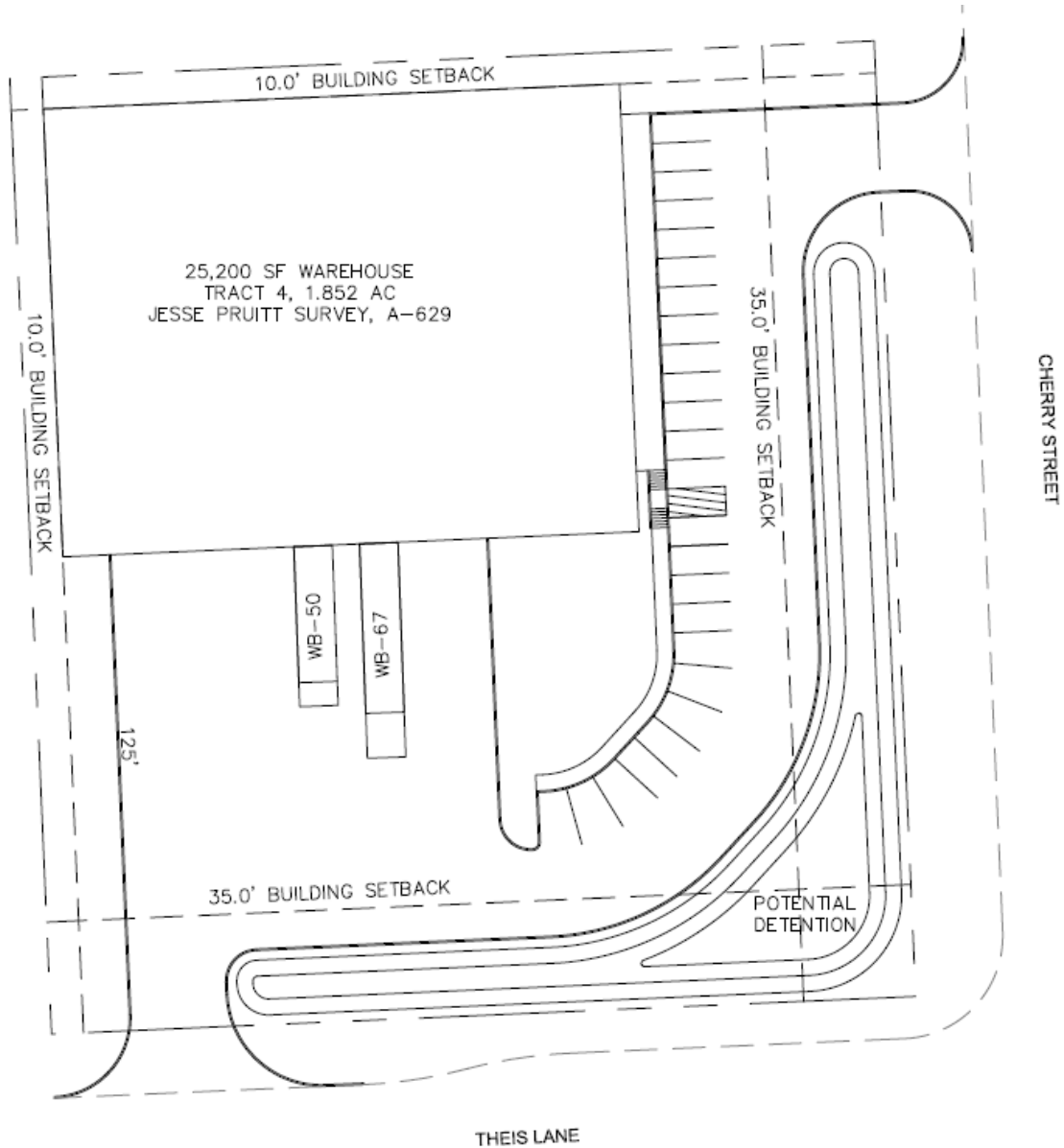
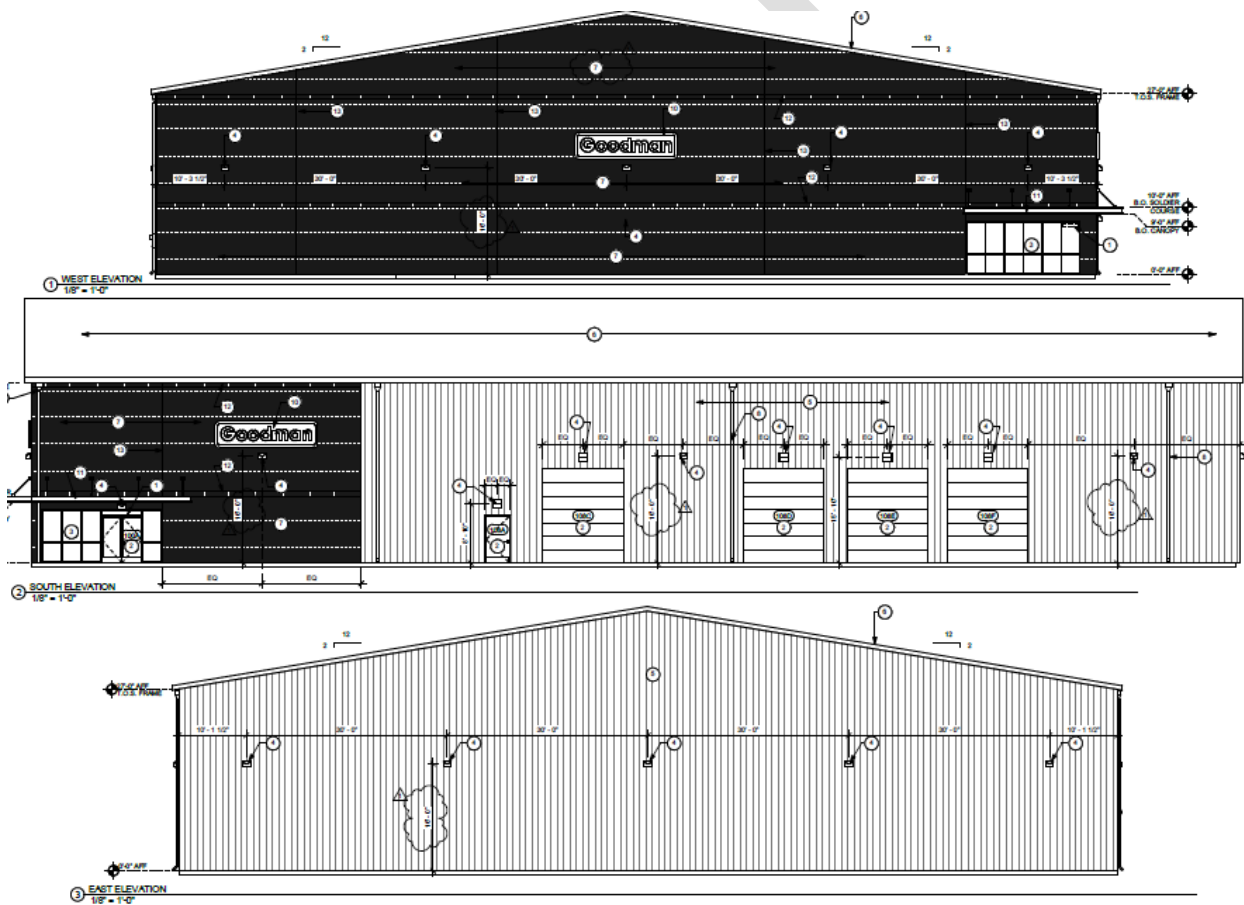


Exhibit C Continued
Description of Improvements



EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF INDUSTRIAL RESERVE LLC IN TOMBALL, TX

November 9, 2018

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the City of Tomball will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Construction of a 25,200 s.f. office/warehouse facility to be utilized as a Goodman Distribution Center. The warehouse will be approximately 22,782 s.f. and the showroom, offices, and ancillary spaces will be approximately 2,418 s.f.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 8.0 workers directly employed by the Project will earn approximately \$60,000 per year on average over the next 10 years. This direct activity will support 6.6 indirect and induced workers in the community earning \$49,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$7.8 million over the next 10 years.

On average, the Project will generate \$3.2 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$1.3 million in economic output per year as a result of the Project. In total, the Project will support \$4.5 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$7.4 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	8.0	6.6	14.6
Salaries to be paid to direct, indirect, and induced workers	\$4,652,878	\$3,115,567	\$7,768,445
Economic output generated by direct, indirect, and induced activity	\$32,188,041	\$13,042,594	\$45,230,635
Taxable sales and purchases expected in the City	\$7,350,565	\$84,120	\$7,434,685

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.5	0.3	0.8
Number of new residents in the City	1.3	0.8	2.1
Number of new residential properties to be built in the City	0.1	0.0	0.1
Number of new students expected to attend local school district	0.3	0.2	0.5

The Project is estimated to support an average of approximately \$4.8 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property				Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories		
1	\$16,867	\$475,000	\$1,825,000	\$200,000	\$2,000,000	\$4,500,000	\$4,516,867
2	\$17,205	\$484,500	\$1,861,500	\$180,000	\$2,040,000	\$4,566,000	\$4,583,205
3	\$17,549	\$494,190	\$1,898,730	\$160,000	\$2,080,800	\$4,633,720	\$4,651,269
4	\$17,900	\$504,074	\$1,936,705	\$140,000	\$2,122,416	\$4,703,194	\$4,721,094
5	\$18,258	\$514,155	\$1,975,439	\$120,000	\$2,164,864	\$4,774,458	\$4,792,716
6	\$18,623	\$524,438	\$2,014,947	\$100,000	\$2,208,162	\$4,847,547	\$4,866,170
7	\$18,995	\$534,927	\$2,055,246	\$80,000	\$2,252,325	\$4,922,498	\$4,941,494
8	\$19,375	\$545,626	\$2,096,351	\$60,000	\$2,297,371	\$4,999,348	\$5,018,724
9	\$19,763	\$556,538	\$2,138,278	\$40,000	\$2,343,319	\$5,078,135	\$5,097,898
10	\$20,158	\$567,669	\$2,181,044	\$40,000	\$2,390,185	\$5,178,898	\$5,199,056

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction where \$1.8 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 4. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

	Amount
Total construction expenditure	\$1,825,000
Materials	\$912,500
Labor	\$912,500
Temporary Construction Workers Supported (Average Earnings = \$51,300)	17.8

The following table presents the temporary economic impacts resulting from the construction.

Table 5. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	17.8	12.4	30.2
Salaries to be paid to direct, indirect, and induced workers	\$912,500	\$462,273	\$1,374,773
Revenues or sales for businesses related to construction	\$1,825,000	\$1,572,785	\$3,397,785

* A job year is defined as full employment for one person for 2080 hours in a 12-month span.

Sales tax calculations related to construction activity are presented in the following table. The sales tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts in Year 1 of this analysis.

Table 6. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$912,500
Percent of Materials subject to local tax	50.0%
<u>Subtotal Taxable Materials</u>	<u>\$456,250</u>
Expenditure for Labor / Paid to construction workers	\$912,500
Percent of gross earnings spent on taxable goods and services	24.0%
Percent of taxable spending done locally	10.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$21,900</u>
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$200,000
Percent of FF&E subject to local tax	10.0%
<u>Subtotal Taxable FF&E Purchases</u>	<u>\$20,000</u>
<u>Total Construction-Related Taxable Spending</u>	<u>\$498,150</u>

The above construction analysis focuses on the impact resulting from the Project's construction investments identified in Year 1. If construction will be phased in over several years or an expansion is planned in a later year, parallel calculations will be performed for those years.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$326,000 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

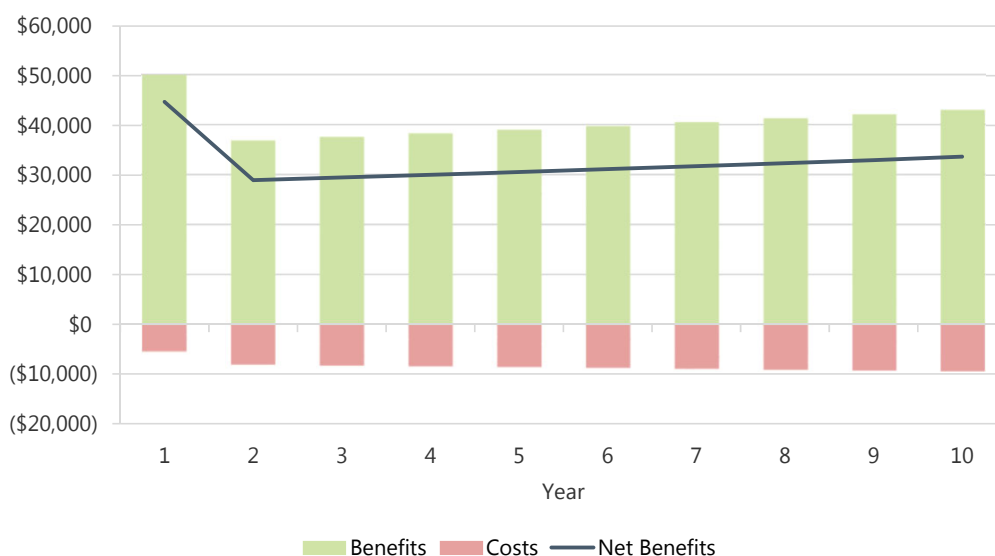
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$148,694
Property Taxes - Project	\$164,594
Property Taxes - New Residential	\$631
Utility Revenue	\$58,828
Utility Franchise Fees	\$5,668
Building Permits and Fees	\$6,465
Hotel Occupancy Taxes	\$4,851
Miscellaneous Taxes & User Fees	\$18,891
<u>Subtotal Benefits</u>	<u>\$408,622</u>
Cost of Providing Municipal Services	(\$20,828)
Cost of Providing Utility Services	(\$61,769)
<u>Subtotal Costs</u>	<u>(\$82,597)</u>
Net Benefits	\$326,024
<i>Present Value (5% discount rate)</i>	<i>\$252,896</i>

Table 8. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$50,071	(\$5,326)	\$44,745	\$44,745
2	\$36,915	(\$7,921)	\$28,993	\$73,738
3	\$37,601	(\$8,080)	\$29,521	\$103,259
4	\$38,305	(\$8,241)	\$30,064	\$133,323
5	\$39,027	(\$8,406)	\$30,621	\$163,944
6	\$39,767	(\$8,574)	\$31,193	\$195,137
7	\$40,527	(\$8,746)	\$31,781	\$226,918
8	\$41,306	(\$8,921)	\$32,386	\$259,303
9	\$42,106	(\$9,099)	\$33,007	\$292,310
10	\$42,995	(\$9,281)	\$33,714	\$326,024
Total	\$408,622	(\$82,597)	\$326,024	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 9: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$144,499	\$4,195	\$148,694
Real Property Taxes	\$85,993	\$0	\$85,993
FF&E Property Taxes	\$3,824	\$0	\$3,824
Inventory Property Taxes	\$74,777	\$0	\$74,777
New Residential Property Taxes	\$0	\$631	\$631
Utility Revenue	\$46,307	\$12,520	\$58,828
Utility Franchise Fees	\$4,848	\$821	\$5,668
Building Permits and Fees	\$6,465	\$0	\$6,465
Hotel Occupancy Taxes	\$4,851	\$0	\$4,851
Miscellaneous Taxes & User Fees	\$14,974	\$3,917	\$18,891
Subtotal Benefits	\$386,538	\$22,084	\$408,622
Cost of Providing Municipal Services	(\$16,497)	(\$4,331)	(\$20,828)
Cost of Providing Utility Services	(\$48,623)	(\$13,146)	(\$61,769)
Subtotal Costs	(\$65,119)	(\$17,478)	(\$82,597)
Net Benefits	\$321,419	\$4,606	\$326,024
<i>Percent of Total Net Benefits</i>	<i>98.6%</i>	<i>1.4%</i>	

Non-Tax Incentives

At the request of the firm, The City of Tomball may consider abating taxes on the firm's property. The table below identifies the type of firm property for which the city may consider abating taxes.

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	\$44,650
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$44,650

These financial incentives may be considered an investment in the Project made by the EDC and/or City. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

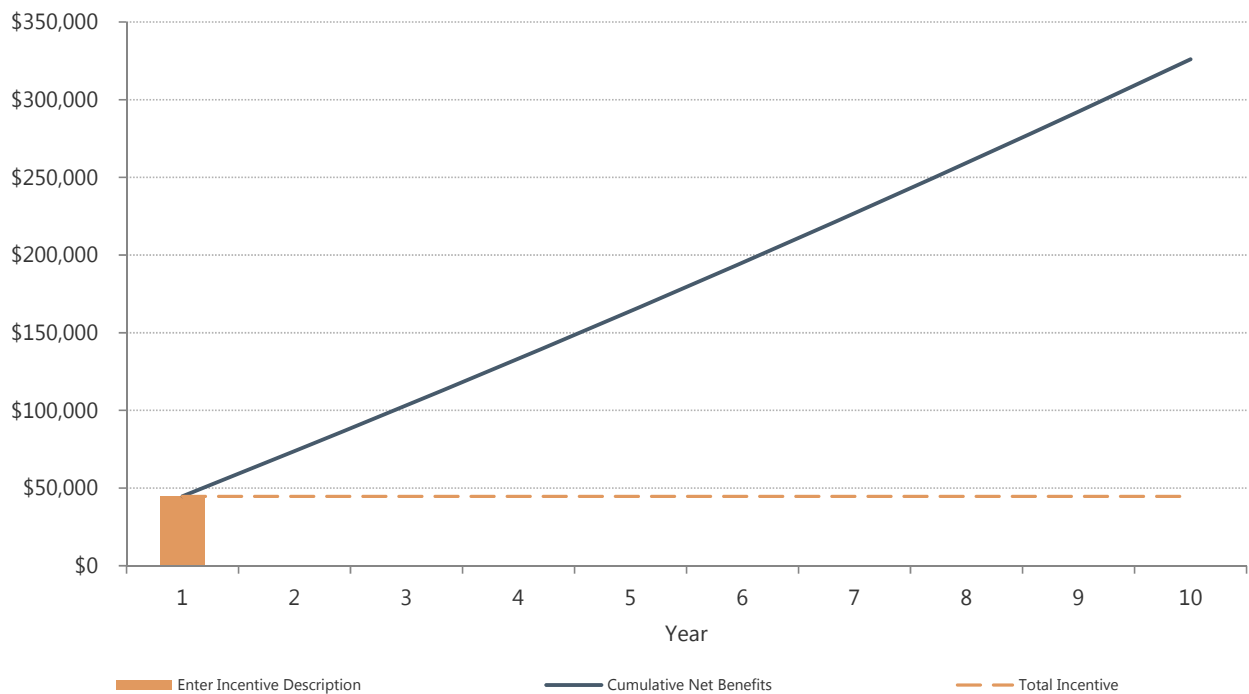
Table 15. Analysis of Incentives

Total Non-Tax Incentive	\$44,650
Rate of Return - 5 Years	73.4%
Rate of Return - 10 Years	73.0%
Payback period (years)	1.0

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

333415 Air conditioning, refrigeration, and warm air heating equipment manufa		City	County
Employment Multiplier	(Type II Direct Effect)	1.8222	2.6345
Earnings Multiplier	(Type II Direct Effect)	1.6696	2.3313

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Approve, on Second Reading, Resolution No. 2018-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Shri Vinayak LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs for the promotion of new or expanded business enterprise related to the construction of a Days Inn & Suites hotel to be located at 15525 FM 2920 Road, Tomball, Texas, 77377. The estimated amount of expenditures for such Project is \$149,750.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project" of the Corporation. At its regular meeting on November 13, 2018, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Shri Vinayak LLC, for assistance with infrastructure costs related to the development of a proposed two-story, 45 room Days Inn & Suites hotel to be located at 15525 FM 2920 Road. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination:

Minesh Bhakta, President, Shri Vinayak LLC

Recommendation:

Approval of Resolution No. 2018-33-TEDC on second reading

Funding:

Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Resolution 2018-33-TEDC

Cover Memo

Request Letter

Days Inn Rendering

TEDC Performance Agreement

RESOLUTION NO. 2015-33-TEDC

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

* * * * *

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

WHEREAS, the Board of Directors of the TEDC has adopted, as a specific project, the expenditure of the estimated amount of One Hundred Forty-Nine Thousand Seven Hundred and Fifty Dollars (\$149,750), found by the Board to be required or suitable to promote a new business development by Shri Vinayak LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Hundred Forty-Nine Thousand Seven Hundred and Fifty Dollars (\$149,750.00), in accordance with an economic development agreement by and between the TEDC and Shri Vinayak LLC, to promote and develop a new or expanded business enterprise, namely the construction of a Days Inn & Suites hotel to be located at 15525 FM 2920 Road, Tomball, Texas 77377;

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

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

PASSED AND APPROVED on first reading this ____ day of _____, 2018.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of _____, 2018.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 3, 2018

SUBJECT: Shri Vinayak, LLC
Days Inn Hotel & Suites

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Minesh Bhakta, President of Shri Vinayak LLC, for assistance with infrastructure costs related to the development of a proposed 45-room Days Inn & Suites hotel to be located at 15525 FM 2920 Rd, Tomball, TX 77377. The proposed 28,000 square foot facility will be constructed on approximately 2.1879 acres of land and will include an indoor pool, workout room, and outdoor gazebo with BBQ grill and putting green.

The project will bring 6-8 full time jobs and 3-5 part time positions to the community. The estimated value of the property and improvements is \$4,300,000.

Mr. Bhakta is requesting grant funding assistance with infrastructure costs that are necessary to develop this project. The eligible infrastructure improvements include water, sewer, and gas utilities, storm drainage, electrical service, and related site improvements totaling approximately \$599,000.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the projected 5-year net benefit of this project on the City of Tomball is \$3,476,925.

If the agreement between the TEDC and Shri Vinayak LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$149,750, based upon the actual expenditures for the eligible infrastructure improvements.

Shri Vinayak LLC

1421 N Broadway St, Wichita KS 67214
316-377-6075
Minesh2811@gmail.com

Date : Nov 2nd, 2018

Dear Tomball, Economic Development Board,

Shri Vinayak LLC has the intention of building a 45 room Indoor Days Inn & Suite inn Tomball. We feel Tomball is a terrific growing community and in the need of a world class lodging destination for both the corporate and leisure traveler. The facility will have features that some hotel has in Tomball like Kitchenet, a large indoor heated swimming pool, large workout room and outside Gazebo with BBQ Grill & putting green. Days INN & Suite is midscale Daily and Extended Motel that specially for traveler staying five night or more and families that need more than just a hotel room. It is perfect addition to Tomball corporate and upcoming packers project as well as all the wedding and sports tournaments the area hosts.

We would like to start the project in Early Jan/Feb 2019 with 9-12-month construction schedule.

President: Minesh Bhakta, 1421 N Broadway St, Wichita Ks 67214

Cell: 316-377-6075 Email: Minesh2811@gmail.com

Location: 15525 FM2920 Rd, Tomball, TX 77377

Property: 45 Rooms, Approximate 28000 Square feet

Valuation: Approx. \$ 4,300,000.00

Job creation: 6-8 full time and 3-5 part time

Average wage after opening: Salaried - \$ 45,000 (1-3) and Hourly \$ 9.50 to \$ 11.50 per hour (6-8)

Thank you for the opportunity to work with the city of Tomball. We look forward to a long and prosperous partnership. We have the desire to develop more project in Tomball as the city grows. if you have question please do not hesitate to reach out to me at (316-377-6075) or Minesh2811@gmail.com.

Warm regards,

Minesh Bhakta



AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to the Development Corporation Act, now Chapter 501 et seq. of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **Shri Vinayak LLC** (the “Company”), 1421 N Broadway Street, Wichita, Kansas 67214.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 2.1879-acre tract of land within the City, located at 15525 FM 2920 Rd, Tomball, TX 77377 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, such development shall be an internationally known franchise hotel, required and suitable for use for tourist purposes and events; and

WHEREAS, the TEDC agrees to provide to the Company funding in an amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred and Fifty Dollars (\$149,750), as assistance in the construction of approved infrastructure and site preparation necessary to promote and develop a new business enterprise on the Property; and

WHEREAS, the approved infrastructure, which is found by the Board of Directors of TEDC to be required or suitable to develop the Property, is water, sewer, gas, drainage, and site preparation (the “Improvements”), identified and described in Exhibit “B,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a two-story, Forty-Five (45) room Days Inn & Suites hotel (the “Hotel”). In conjunction with development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the final estimated costs of the construction of such Improvements to the TEDC prior to construction.

2.

Development of the Property, including construction of the Improvements, and the obtaining of all necessary occupancy permits from the City must occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines, due to extenuating circumstances or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further represents and agrees that the development described in Paragraph 1 hereof will be operated and maintained for a term of at least five (5) years.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Improvements in an amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred and Fifty Dollars (\$149,750) or an amount equal to Twenty-Five Percent (25%) of actual Improvement costs if Improvement costs are less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the actual cost of constructing the Improvements; (b) a copy of the City's occupancy permit for the Hotel constructed on the Property; (c) verification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released; and, (e) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the

Infrastructure Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

6.

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

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default. It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

7.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of

Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

8.

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

9.

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

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
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If to Company:	Shri Vinayak LLC 1421 N Broadway Street Wichita, Kansas 67214 Attn: Minesh Bhakta, President
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10.

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

11.

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

12.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

13.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

14.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 201____ (the “Effective Date”).

Shri Vinayak LLC

By: _____

Name: Minesh Bhakta

Title: President

ATTEST:

By: _____

Name: Tiffani Wooten

Title: Assistant Director

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: William E. Sumner

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
201__, by Minesh Bhakta, President of Shri Vinayak, on behalf of said Company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

EXHIBIT A

Legal Description of Property

Property address: 15525 F.M. 2920 Tomball, TX 77375

2.1879 ACRE TRACT OF LAND, SITUATED IN THE CHAUNCEY GOODRICH SURVEY ABSTRACT NO. 311 BEING ALL OF LOT 1, BLOK 1 OF THE FINAL PLAT OF DIXIE PROPERTIES AS RECORDED IN FILM CODE NO. 606208 H.C.M.R. IN HARRIS COUNTY, TEXAS.

EXHIBIT B

The Improvements

Sanitary Sewer	\$160,000.00
Storm Drainage	\$65,000.00
Water	\$140,000.00
Gas	\$35,000
Site Preparation	\$117,000.00
Telecommunications/Internet	\$22,000.00
Electric	\$60,000.00
Total	\$599,000.00

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF DAYS INN & SUITES IN TOMBALL, TX

November 9, 2018

Prepared by:

Tomball Economic Development Corporation

29201 Quinn Rd., Suite B

Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the City of Tomball will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Construction of a two-story 45-room Days Inn & Suites on approximately 2.1879 acres of land located at 15525 FM2920 Rd, Tomball, TX 77377.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 10.0 workers directly employed by the Project will earn approximately \$49,000 per year on average over the next 10 years. This direct activity will support 2.7 indirect and induced workers in the community earning \$62,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$6.6 million over the next 10 years.

On average, the Project will generate \$1.4 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$0.5 million in economic output per year as a result of the Project. In total, the Project will support \$1.9 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$42.4 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	10.0	2.7	12.7
Salaries to be paid to direct, indirect, and induced workers	\$4,927,375	\$1,661,017	\$6,588,392
Economic output generated by direct, indirect, and induced activity	\$13,765,889	\$4,899,280	\$18,665,168
Taxable sales and purchases expected in the City	\$42,379,367	\$44,847	\$42,424,214

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.5	0.1	0.6
Number of new residents in the City	1.3	0.3	1.6
Number of new residential properties to be built in the City	0.1	0.0	0.1
Number of new students expected to attend local school district	0.3	0.0	0.3

The Project is estimated to support an average of approximately \$5.0 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property					Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Subtotal Nonresidential Property	
1	\$16,867	\$535,000	\$3,100,000	\$600,000	\$600,000	\$4,835,000	\$4,851,867
2	\$17,205	\$545,700	\$3,162,000	\$540,000	\$612,000	\$4,859,700	\$4,876,905
3	\$17,549	\$556,614	\$3,225,240	\$480,000	\$624,240	\$4,886,094	\$4,903,643
4	\$17,900	\$567,746	\$3,289,745	\$420,000	\$636,725	\$4,914,216	\$4,932,116
5	\$18,258	\$579,101	\$3,355,540	\$360,000	\$649,459	\$4,944,100	\$4,962,358
6	\$18,623	\$590,683	\$3,422,650	\$300,000	\$662,448	\$4,975,782	\$4,994,405
7	\$18,995	\$602,497	\$3,491,103	\$240,000	\$675,697	\$5,009,298	\$5,028,293
8	\$19,375	\$614,547	\$3,560,926	\$180,000	\$689,211	\$5,044,684	\$5,064,059
9	\$19,763	\$626,838	\$3,632,144	\$120,000	\$702,996	\$5,081,977	\$5,101,740
10	\$20,158	\$639,375	\$3,704,787	\$120,000	\$717,056	\$5,181,217	\$5,201,375

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction where \$3.1 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 4. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

	Amount
Total construction expenditure	\$3,100,000
Materials	\$1,550,000
Labor	\$1,550,000
Temporary Construction Workers Supported (Average Earnings = \$51,300)	30.2

The following table presents the temporary economic impacts resulting from the construction.

Table 5. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	30.2	21.0	51.2
Salaries to be paid to direct, indirect, and induced workers	\$1,550,000	\$785,230	\$2,335,230
Revenues or sales for businesses related to construction	\$3,100,000	\$2,671,580	\$5,771,580

* A job year is defined as full employment for one person for 2080 hours in a 12-month span.

Sales tax calculations related to construction activity are presented in the following table. The sales tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts in Year 1 of this analysis.

Table 6. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$1,550,000
Percent of Materials subject to local tax	50.0%
<u>Subtotal Taxable Materials</u>	<u>\$775,000</u>
Expenditure for Labor / Paid to construction workers	\$1,550,000
Percent of gross earnings spent on taxable goods and services	24.0%
Percent of taxable spending done locally	10.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$37,200</u>
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$600,000
Percent of FF&E subject to local tax	10.0%
<u>Subtotal Taxable FF&E Purchases</u>	<u>\$60,000</u>
<u>Total Construction-Related Taxable Spending</u>	<u>\$872,200</u>

The above construction analysis focuses on the impact resulting from the Project's construction investments identified in Year 1. If construction will be phased in over several years or an expansion is planned in a later year, parallel calculations will be performed for those years.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$8,060,700 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

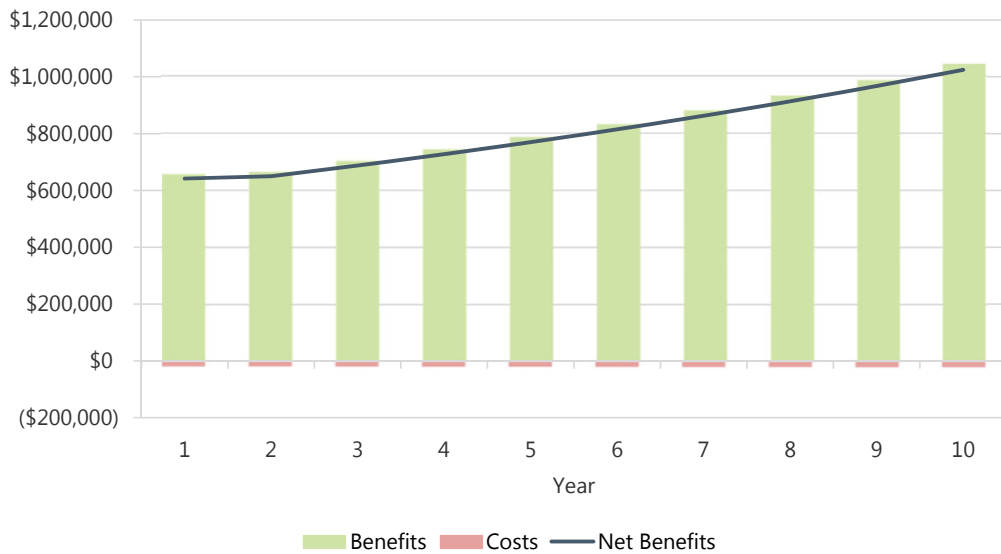
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$848,484
Property Taxes - Project	\$169,813
Property Taxes - New Residential	\$631
Utility Revenue	\$145,500
Utility Franchise Fees	\$11,651
Building Permits and Fees	\$10,290
Hotel Occupancy Taxes	\$7,029,368
Miscellaneous Taxes & User Fees	\$22,423
<u>Subtotal Benefits</u>	<u>\$8,238,159</u>
Cost of Providing Municipal Services	(\$24,716)
Cost of Providing Utility Services	(\$152,775)
<u>Subtotal Costs</u>	<u>(\$177,491)</u>
Net Benefits	\$8,060,669
<i>Present Value (5% discount rate)</i>	<i>\$6,089,181</i>

Table 8. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$658,080	(\$16,210)	\$641,870	\$641,870
2	\$666,301	(\$16,534)	\$649,768	\$1,291,638
3	\$704,417	(\$16,864)	\$687,552	\$1,979,190
4	\$744,823	(\$17,202)	\$727,621	\$2,706,812
5	\$787,659	(\$17,546)	\$770,113	\$3,476,925
6	\$833,071	(\$17,897)	\$815,175	\$4,292,100
7	\$881,216	(\$18,255)	\$862,961	\$5,155,061
8	\$932,259	(\$18,620)	\$913,639	\$6,068,700
9	\$986,376	(\$18,992)	\$967,383	\$7,036,084
10	\$1,043,957	(\$19,372)	\$1,024,585	\$8,060,669
Total	\$8,238,159	(\$177,491)	\$8,060,669	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 9: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$844,927	\$3,558	\$848,484
Real Property Taxes	\$135,907	\$0	\$135,907
FF&E Property Taxes	\$11,473	\$0	\$11,473
Inventory Property Taxes	\$22,433	\$0	\$22,433
New Residential Property Taxes	\$0	\$631	\$631
Utility Revenue	\$135,777	\$9,723	\$145,500
Utility Franchise Fees	\$11,014	\$637	\$11,651
Building Permits and Fees	\$10,290	\$0	\$10,290
Hotel Occupancy Taxes	\$7,029,368	\$0	\$7,029,368
Miscellaneous Taxes & User Fees	\$19,381	\$3,042	\$22,423
Subtotal Benefits	\$8,220,569	\$17,591	\$8,238,159
Cost of Providing Municipal Services	(\$21,352)	(\$3,364)	(\$24,716)
Cost of Providing Utility Services	(\$142,565)	(\$10,210)	(\$152,775)
Subtotal Costs	(\$163,917)	(\$13,573)	(\$177,491)
Net Benefits	\$8,056,651	\$4,018	\$8,060,669
<i>Percent of Total Net Benefits</i>	<i>100.0%</i>	<i>0.0%</i>	

Non-Tax Incentives

At the request of the firm, The City of Tomball may consider abating taxes on the firm's property. The table below identifies the type of firm property for which the city may consider abating taxes.

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	\$149,750
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$149,750

These financial incentives may be considered an investment in the Project made by the EDC and/or City. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

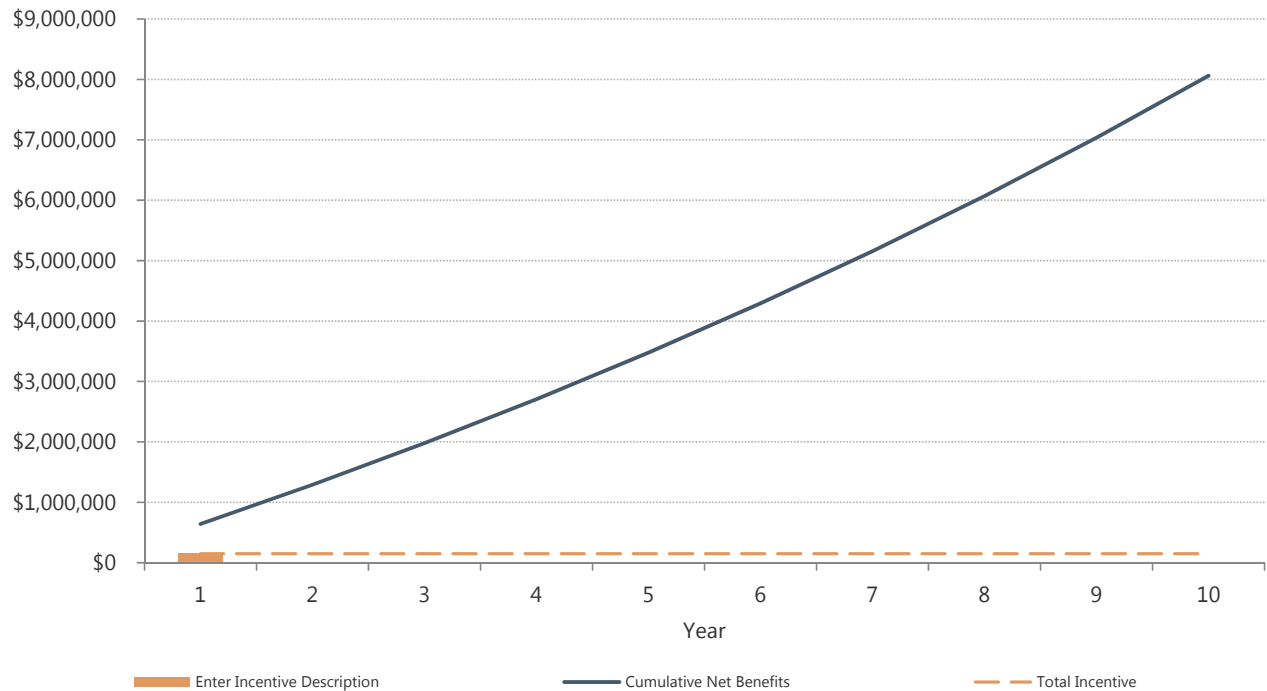
Table 15. Analysis of Incentives

Total Non-Tax Incentive	\$149,750
Incentive Per Job	\$14,975
Rate of Return - 5 Years	464.4%
Rate of Return - 10 Years	538.3%
Payback period (years)	0.2

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

721000 Accommodation		City	County
Employment Multiplier	(Type II Direct Effect)	1.2698	1.5364
Earnings Multiplier	(Type II Direct Effect)	1.3371	1.6702

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Adopt, on Second Reading, Ordinance No. 2018-40, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity No Longer Require the Continued Existence of a Drainage Right-of-Way situated within The Tomball 2920 Subdivision, Harris County, Texas, and as Recorded in the Map Records of Harris County, Texas; Vacating, Abandoning, and Closing Said Drainage Right-of-Way; Providing for Severability; and Containing Other Provisions Relating to the Subject

Background:

This right-of-way was acquired years ago during the platting process, and at the time it was believed to be necessary for a future City of Tomball drainage channel. Subsequent to being acquired, the drainage project was taken over by Harris County Flood Control and they are using a different alignment, so this right-of-way is no longer needed.

Origination:

Craig T. Meyers, Community Development Director

Recommendation:

Adopt on Second Reading

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2018-40

ORDINANCE NO. 2018-40

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF A DRAINAGE RIGHT-OF-WAY SITUATED WITHIN THE TOMBALL 2920 SUBDIVISION, HARRIS COUNTY, TEXAS, AND AS RECORDED IN THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID DRAINAGE RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas finds that public convenience and necessity no longer require the continued existence of the drainage right-of-way described below and that it should be vacated, abandoned, and closed for the reason that the same is no longer needed; now, therefore;

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

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

Section 2. The City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of a drainage right-of-way described in Section 3 hereof.

Section 3. The drainage right-of-way, more particularly described as M124-00-00 (West) and M124-00-00 (East) as shown on in Exhibit “A” attached hereto and made a part hereof for all purposes, located within the City of Tomball, Harris County, Texas, is hereby vacated, abandoned, and closed.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF DECEMBER, 2018.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF DECEMBER, 2018.

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

Gretchen Fagan, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary

Exhibit A

STATE OF TEXAS
COUNTY OF HARRIS

We, PAR REAL ESTATE HOLDINGS, LLC, owners, hereinafter referred to as owners of the 59.790 acre tract described in the above and foregoing plat of TOMBALL 2920, do hereby make and establish said subdivision of said property according to all laws, dedications, restrictions, and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

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

FURTHER, owners do hereby covenant and agree that all of the property with the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters square feet (1.75 sq. ft.) and the owners shall be responsible for the cost of any bridges to be provided for all private driveways or walkways crossing such drainage facilities.

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

This Dedication is made and accepted subject to the following exceptions:

- all presently recorded and validly existing oil and/or gas pipeline easements; and
- all rights of parties granted pursuant to documents presently recorded in the Real Property Records of Harris County.

IN TESTIMONY WHEREOF, the PAR REAL ESTATE HOLDINGS, LLC has caused these presents to be signed by
Michael H. Richmond, thereunto authorized, attested by
and its common seal hereunto affixed this 23 day of January, 2012.

PAR REAL ESTATE HOLDINGS, LLC

BY: Michael H. Richmond
NAME: Michael H. Richmond
TITLE: President

ATTEST:
BY: Charles A. Vernon
NAME: Charles A. Vernon
TITLE: Executive Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Michael H. Richmond and Charles A. Vernon 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 and in the capacity therein and herein stated, and as the act and deed of said PAR REAL ESTATE HOLDINGS, LLC.

Notary Public in and for the State of Texas
My commission expires March 24, 2015

This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas has approved this plat and subdivision of TOMBALL 2920 in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorize the recording of this plat this 13th day of February, 2012.

By: Lon Wallace By: Evelyn Chervanek
Lon Wallace, Chairman Evelyn Chervanek, Vice Chairman

We, the City Manager and City Engineer for the City of Tomball, Texas, do hereby certify that the plat of TOMBALL 2920 is in conformance with the City of Tomball ordinances.

George Shackelford Lon Wallace
City Manager Acting City Engineer

This is to certify that the City accepts the Planning and Zoning Commission's authorized approval and acceptance of all the dedicated public easements and conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this 13th day of February, 2012.

Gretchen Fagan Doris Speer
Mayor City Secretary

Motes and Bounds Description

Being a Tract of land containing 59.790 acres (2,604,435 square feet), situated in the Joseph House Survey, Abstract No. 34, Harris County, Texas, and consisting of 4 tracts of land as described in that certain Special Warranty Deed from Woodforest National Bank to Par Real Estate Holdings, LLC as recorded under Harris County Clerk File Number (H.C.C.F. No.) 20090504626 in the Official Public Records of Real Property of Harris County, (O.P.R.R.P.H.C.), Texas as follows: a called 13.97 acre tract of land being the same tract of land described under Harris County Clerk File (H.C.C.F. No.) Y284790, a called 37.024 acre tract of land being the same tract of land described under H.C.C.F. No. Y199045, a called 8.383 acre tract of land being the same tract of land described under H.C.C.F. No. X939568, and a called 0.528 acre tract of land being the same tract of land described under H.C.C.F. No. Y731248 all as recorded in the O.P.R.R.P.H.C., Texas. Said 59.790 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod in the north right-of-way line of FM 2920 also known as Waller-Tomball Road, based on 120 foot wide right-of-way, having coordinates X=3,029,587.39, Y=13,956,658.28, Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983 (N.A.D. 83), and being the southwest corner of said 13.97 acre tract, said corner point also being the northwest corner of said 13.97 acre tract of land and the southwest corner of Reserve "A" of Spring Creek Estates Subdivision Replat, as recorded under Harris County Film Code No. 520108 of the Map Records of Harris County (M.R.H.C.), Texas;

THENCE North 02° 11' 24" West, a distance of 1941.48 feet with west line of the said 13.97 acre tract of land common with the west line of the herein described tract and the east line of the said 40.0 acre tract of land to a point for the most westerly northwest corner of the herein described tract of land from which bears North 02° 11' 24" West a distance of 0.36 feet a found 5/8-inch iron rod, said corner point also being the northwest corner of said 13.97 acre tract of land and the southwest corner of Reserve "A" of Spring Creek Estates Subdivision Replat, as recorded under Harris County Film Code No. 520108 of the Map Records of Harris County (M.R.H.C.), Texas;

THENCE North 87° 02' 41" East, a distance of 337.29 feet (called 337.82 feet) with the north line of said 13.97 acre tract of land and the south line of said Reserve "A" to a point for corner in the herein described tract also being the southeast corner of said Reserve "A" and being in the west line of a called 2.9051 acre tract of land described under H.C.C.F. No. X939568 of the O.P.R.R.P.H.C., Texas, and being in the east line of the said 13.97 acre tract of land and continuing another 500.94 feet for a total distance of 724.36 feet to a found 5/8-inch iron rod marking the northwest corner of said 2.9051 acre tract of land and the southeast corner of a called 1.790 acre tract of land described under H.C.C.F. No. Y811765 of the O.P.R.R.P.H.C., Texas;

THENCE South 02° 04' 18" East, a distance of 223.42 feet pass a found 5/8-inch iron rod marking the southwest corner of the said 2.9051 acre tract of land and the northwest corner of a certain called 3.8630 acre tract of land described under H.C.C.F. No. X939568 of the O.P.R.R.P.H.C., Texas, and being in the east line of the said 13.97 acre tract of land and continuing another 500.94 feet for a total distance of 724.36 feet to a found 5/8-inch iron rod marking a re-entrant corner in the herein described tract, same being common with the southwest corner of the said 3.8630 acre tract of land, and the northwest corner of said 3.8630 acre tract of land;

THENCE North 87° 32' 18" East, a distance of 335.79 feet (called 335.86 feet) with the north line of the said 3.8630 acre tract of land and the south line of the said 3.8630 acre tract of land to a found 5/8-inch iron rod in the west line of the said 37.024 acre tract of land marking a re-entrant corner in the herein described tract of land, also being the southeast corner of the said 3.8630 acre tract of land and the northeast corner of the said 0.528 acre tract of land;

THENCE North 02° 02' 24" West, a distance of 1109.78 feet (called 1109.63 feet) with the east line of the said 3.8630 acre tract of land, the east line of the said 2.9051 acre tract of land, and the east line of said 1.790 acre tract of land, and the west line of the said 37.024 acre tract of land to a found 5/8-inch iron rod with a plastic cap marking an angle point in the west line of the said 37.024 acre tract of land, same marking the common corner in the said Replat of Spring Creek Estates Subdivision and said 1.790 acre tract of land;

THENCE North 02° 14' 28" West, a distance of 2710.81 feet (called 2711.14 feet) with the east line of the said Spring Creek Estates Subdivision and the west line of the said 37.024 acre tract of land to a found 5/8-inch iron rod in a curve to the right, in the south right-of-way line of Brown Road, based on 80' width as recorded under Volume 3196 Page 441, and Volume 3486, Page 443 in the Deed Record of Harris County, Texas, for a corner in the herein described tract, also marking the northeast corner of the said Replat of Spring Creek Estates Subdivision and the northwest corner of the said 37.024 acre tract of land;

THENCE along the south right-of-way line of Brown Road, a distance of 341.46 feet along the arc of a curve to the right and having a radius of 1115.92 feet, an central angle of 17° 31' 55", a chord bearing of North 77° 29' 29" East, a chord distance of 340.13 feet to a found 5/8-inch iron rod with cap for the northeast corner of the herein described tract, also marking the northeast corner of the said 37.024 acre tract of land and the northwest corner of a called 4.858 acre tract of land described under H.C.C.F. No. 20090584081 of the O.P.R.R.P.H.C., Texas;

THENCE South 02° 04' 57" East, a distance of 790.41 feet with the east line of the said 37.024 acre tract of land and the west line of the said 4.858 acre tract of land to a found 1/2-inch iron rod marking an angle point in the east line of the said 37.024 acre tract of land, and the southwest corner of the said 4.858 acre tract of land and the northwest corner of a called 24.615 acre tract described under H.C.C.F. No. 20090584079 of the O.P.R.R.P.H.C., Texas same being the Unrestricted Reserve "B" of Tomball Center III subdivision as recorded under Film Code Number 551080 H.C.M.R.;

THENCE South 02° 08' 21" East, a distance of 4212.26 feet along the west line of said 24.615 acre Unrestricted Reserve "B" and the east line of said 37.024 acre tract of land and continuing along west lines of Tomball Center 111-B2 Replat No. 2 recorded under Film Code 635089 H.C.M.R. and Reserve "A-1" of Tomball Center 111-A recorded under Film Code No. 589253 H.C.M.R., to the southwest corner of said Reserve "A-1" of Tomball Center 111-A, and the southeast corner of said 37.024 acre tract of land, to a point in a power pole in the north right-of-way line of said F.M. 2920 to the southeast corner of the herein described tract;

THENCE South 87° 41' 32" West, a distance of 214.55 feet (called 214.75 feet) with the north right-of-way line of said F.M. 2920 to found 5/8-inch iron rod for a corner in the herein described tract and the southeast corner of a called 0.8556 acre tract of land described under H.C.C.F. No. 2417949 of the O.P.R.R.P.H.C., Texas;

THENCE North 02° 04' 43" West, a distance of 363.67 feet with the east line of the said 0.8556 acre tract of land to a found 5/8-inch iron rod with cap for a re-entrant corner in the herein described tract and the northeast corner of the said 0.8556 acre tract of land;

THENCE South 87° 41' 32" West, a distance of 102.50 feet pass the northwest corner of said 0.8556 acre tract and continuing another 7.50 feet along a 7.50 foot wide remainder of a called 37.942 acre tract described in the deed to Ken D. Parr, as recorded under H.C.C.F. No. U499904 of the Deed Records of Harris County, Texas for a total distance of 110.00 feet to a point for a re-entrant corner in the herein described tract of land;

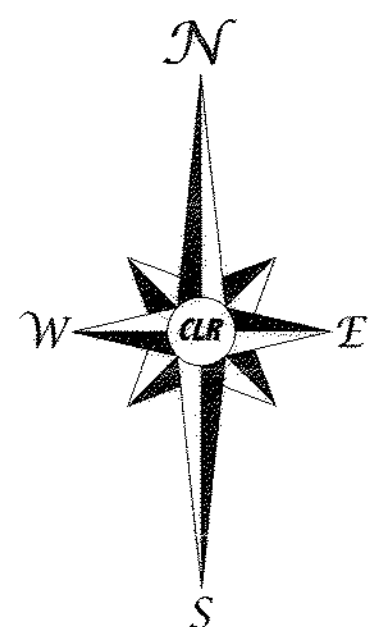
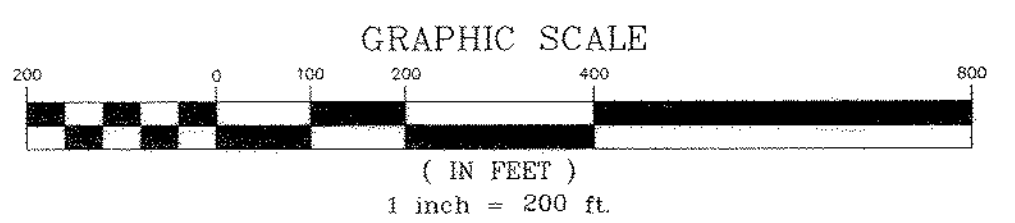
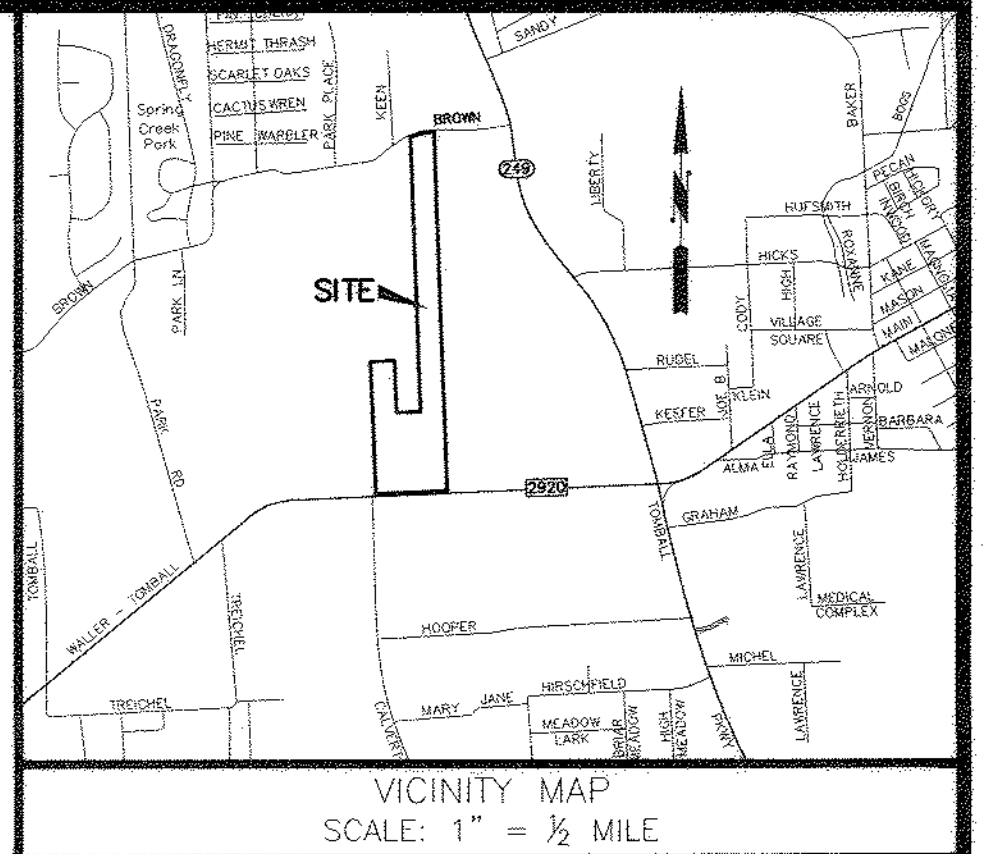
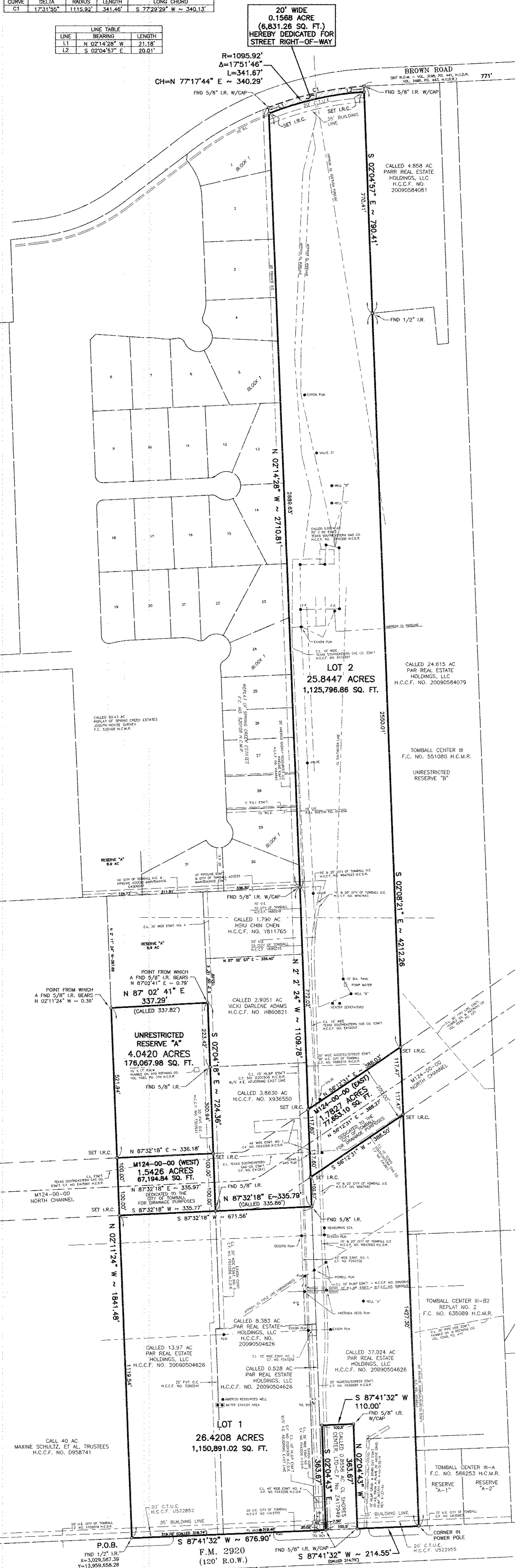
THENCE South 02° 04' 43" West, a distance of 363.67 feet with the west line of the said 7.50 foot wide remainder to a point for corner in herein described tract in the north right-of-way line of FM 2920 from which bears North 87° 41' 32" East a distance of 7.50 feet a found 5/8-inch iron rod with cap in the north right-of-way line of said F.M. 2920 marking the southwest corner of said 0.8556 acre tract;

THENCE South 87° 41' 32" West, along the north right-of-way line of said F.M. 2920 at 7.62 feet pass a found 5/8-inch iron rod with cap marking the southeast corner of said 0.528 acre tract of land, at 30.02 feet pass a found 5/8-inch iron rod marking the southwest corner of the said 0.528 acre tract of land and continuing another 319.48 feet pass a found 5/8-inch iron rod marking the common southwest corner of said 8.383 acre tract of land and the southeast corner of said 13.97 acre tract of land and continuing another 319.78 feet (called 319.74 feet) for a total of 676.90 feet to the southwest corner of the said 13.97 acre tract of land, same being the southeast corner of said 40.00 acre tract of land for the southwest corner and the **POINT OF BEGINNING** of the herein described tract and containing 59.790 acres (2,604,435 square feet) of land.

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	LONG CHORD
01	1731.50°	1115.82	341.46'	S 77°29'29" W ~ 340.13'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 02°14'28" W	21.18
L2	S 02°04'57" E	20.01

R=1095.92'
Δ=17°31'55"
L=341.46'
CH=N 77°17'44" E ~ 340.29'
FND 5/8" I.R. W/CAP



NOTES:

Flood Information:
According to FEMA Firm Panel No. 48201C0210L (effective date June 18, 2007), this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.

Public Easements:

Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Subject to the Exceptions in the Dedication, any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat; and neither the City of Tomball nor any public utility shall be responsible for the replacing or reimbursing the property owner due to removal or relocation of any obstruction on the public easements.

- The building lines shown on this plat shall be in addition to, and shall not limit or replace, any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.
- Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83. The surface coordinates and distances shown may be converted to grid by multiplying by a factor of 0.999947.
- All property corners found are as noted "SET I.R.C." and set corners for drainage easement are 3/4-inch iron rod with plastic cap marked "JAG ENG 5945".
- There is hereby dedicated an unobstructed aerial easement 30 feet wide from a plane 16 feet above the ground level upward, centered on all 14-foot wide utility easements (14' U.E.) and an unobstructed aerial easement 20 feet wide from a plane 16 feet above the ground level on all 14-foot wide perimeter utility easements, shown hereon.
- The City of Tomball shall permit up to two vehicular crossings over the M124 Channel right-of-way being dedicated on this plat. Crossing location(s) shall be coordinated and mutually agreed between the City and the Property Owner(s). Crossings shall be designed and constructed in accordance with applicable City of Tomball design criteria and specifications.

I, John A. Guajardo, am authorized by the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron rods having an outside diameter of not less than three-fourths (3/4) inch and a length of not less than three (3) feet, and that the plat boundary corners have been tied to the nearest survey corner.

John A. Guajardo 1-20-2012
John A. Guajardo, RPLS
Registered Professional Land Surveyor No. 5945
JAG Engineering, Inc.



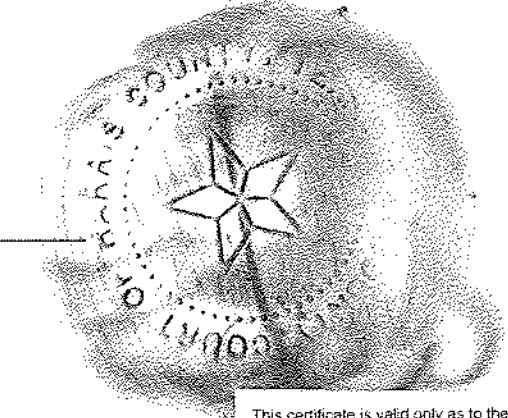
STATE OF TEXAS
COUNTY OF HARRIS

I, Stan Stanart, County Clerk of Harris County, Texas, do hereby certify that the written instrument with its certificate of authentication was filed for registration in my office on Feb. 14 2012, at 2:49 o'clock P. M. and at Film Code 644185 of the Map Records of Harris County for said county and duly recorded on Feb. 15 2012, at 10:30 o'clock A. M.

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

STAN STANART
Stan Stanart
County Clerk
Harris County, Texas

By: Edwina V. Mack
Deputy



FINAL PLAT TOMBALL 2920

A 59.790 ACRE (2,604,435 SQ. FT) TRACT OF LAND BEING ALL OF A
CALLED 13.97 ACRE TRACT, A CALLED 37.024 ACRE TRACT, A
CALLED 8.383 ACRE TRACT, AND A CALLED 0.528 ACRE TRACT
RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 20090504626 OF
THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY
IN THE JOSEPH HOUSE SURVEY, ABSTRACT NO. 34, CITY OF
TOMBALL, HARRIS COUNTY, TEXAS

OWNER:

SURVEYOR/ENGINEER:

PAR Real Estate Holdings, LLC
1330 Lake Robbins Dr., Suite 100
The Woodlands, TX 77380
832-375-2520

CLR, Inc.
Engineers • Surveyors • GIS
19530 FM-362, Waller, Texas 77484
Phone: (713) 462-0993 Fax: (713) 462-2732

2 LOTS 1 RESERVE

SCALE: 1"=200' JANUARY, 2012

AREA SUMMARY			
DESCRIPTION	SQ. FT.	ACRES	
LOT 1	1,150,891.02	26.4208	
LOT 2	1,125,796.86	25.8447	
UNRESTRICTED RESERVE A	176,067.98	4.0420	
ROW-EAST	77,653.10	1.7827	
ROW-WEST	67,194.84	1.5426	
BROWN ROAD DEDICATION	6,831.26	0.1568	
TOTAL	2,604,435.06	59.7896	

LEGEND
U.E. - UTILITY EASEMENT
C.T.U.E. - CITY OF TOMBALL UTILITY EASEMENT
B.L. - BUILDING LINE
H.C.C.F. - HARRIS COUNTY CLERK'S FILE
H.C.M.R. - HARRIS COUNTY MAP RECORD
H.C.D.R. - HARRIS COUNTY DEED RECORD

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Adopt, on Second Reading, Ordinance No. 2018-41, an Ordinance of the City Council of the City of Tomball, Texas, Approving the 2018 Updated Service and Assessment Plan for the City of Tomball Public Improvement District Number Three (PID No. 3), for The Reserve at Spring Lake Subdivision

Background:

It is requested that City Council Adopt Ordinance No.. 2018-41, approving the proposed 2018 updated service and assessment plan for TPID 3 and approve an amended development agreement with Zion Road Properties, LLC (the developer of The Reserve at Spring Lake Subdivision). Both amended documents remove the 50% of eligible cost limitation that is not contained in more recent PID development agreements.

This action will not increase the assessments that have already been levied in Sections 1 and 2, which are well below the 90 cent equivalent tax rate cap contained in the development agreement. It was originally estimated that the standard \$4,500 annual Lot Category 1 assessment would apply to the average home in the subdivision, estimated in 2012 to have a taxable value of \$500,000. This equates to a 90 cent tax rate. More up-to-date information shows that the average home value in the subdivision is closer to \$750,000 meaning the true equivalent tax rate is closer to 60 cents.

Background

The original service and assessment plan was approved in 2012 and the original development agreement for PID 3 was executed in 2010. At that time, it was estimated that the developer would only be able to recover 50% of the eligible costs plus interest under the 90 cent equivalent tax rate cap. Due to lower development costs on certain items, the latest estimates show that the developer will be able to recover more than 50% of eligible costs through the assessment rate that has already been levied on Sections 1 and 2.

Both documents have been updated to remove the 50% limitation on eligible costs which is in line with more recent PIDs. The 90 cent equivalent tax rate cap remains in both documents.

Origination:

Bob Allen, Owner, Zion Road Properties, LLC

Recommendation:

Adopt Ordinance No. 2018-41 on Second Reading

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2018-41
Proposed Amended Development Agreement

ORDINANCE NO. 2018-41

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, APPROVING THE 2018 UPDATED SERVICE AND
ASSESSMENT PLAN FOR THE CITY OF TOMBALL PUBLIC
IMPROVEMENT DISTRICT NUMBER THREE (PID NO. 3), FOR THE
RESERVE AT SPRING LAKE SUBDIVISION**

* * * * *

WHEREAS, the City of Tomball (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein; and

WHEREAS, the City received a petition (the “Petition”) requesting the creation of the City of Tomball Public Improvement District Number Three (the “PID”), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City passed and adopted Resolution No. 2009-28 on October 19, 2009, establishing the City of Tomball Public Improvement District Number Three, and Ordinance No. 2012-15 on July 2, 2012, Approving the Service and Assessment Plan; and

WHEREAS, the City Council wishes to adopt the 2018 Updated Service and Assessment Plan with respect to the PID; **NOW THEREFORE**,

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The 2018 Updated Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID, and the Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD DAY OF DECEMBER 2018.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17TH DAY OF DECEMBER 2018.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

EXHIBIT A

2018 Updated Service and Assessment Plan Public Improvement District Number Three City of Tomball, Harris County, Texas

1. Introduction

This Service and Assessment Plan (the "Plan") is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the "Act"), and pursuant to Resolution No. 2009-28 creating the Public Improvement District Number Three (the "PID" or the "District"), City of Tomball (the "City"), Harris County, Texas. The creation of the PID was initiated by a petition (the "Creation Petition") submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Exhibit A and Exhibit B.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as day-to-day operations and administration of the District.

4. Public Improvements

The Public Improvements to be financed and constructed hereby (the "Public Improvements") serve to promote the construction of single-family units ("SFU"). The Public Improvements included in the Plan will confer a special benefit to properties within the Public Improvement District and will consist of the construction of detention, water lines, sanitary sewer lines, storm sewers, gas lines, open space and amenities, paving, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developer of the residential subdivision within the PID (the "Developer") under an approved development agreement. Under the Development Agreement executed between the Developer and the City, the Developer will be entitled to receive reimbursement of the Public Improvement costs subject to the limitations contained in the Agreement.

A. Reserve at Spring Lake

The Reserve at Spring Lake Subdivision is being developed by Zion Road Properties, LLC and will ultimately contain approximately 95 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this Plan for The Reserve at Spring Lake, and the estimated costs thereof, are described below:

Reserve at Spring Lake
PID COSTS

PUBLIC IMPROVEMENT	ESTIMATED COST	Updated Est. Costs
Water Distribution Facilities	\$673,400	\$633,292
Sanitary Sewer Facilities	\$796,050	\$1,092,517
Storm Sewer Facilities	\$49,500	\$306,498
Gas Distribution Facilities	\$339,930	\$255,376
Roadway Paving	\$1,399,960	\$2,319,444
Land Reserved for Green Space/Amenities	\$1,759,560	\$2,221,596
Clearing	\$340,000	\$125,850
Detention Pond and Facilities	\$1,640,408	\$548,865
Pipeline Conflicts	\$150,000	\$100,000
Contingency (10%)	\$714,880	\$0
Engineering, Surveying (15%)	\$1,179,553	\$300,000
Subtotal	\$9,043,241	\$7,903,438
Financing Cost		\$4,015,737
PID Administration Expenses		\$358,850
TOTAL		\$12,278,025

The estimated total costs above will be used to set the assessments for residential properties in the PID as detailed later in this document.

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments based upon the costs for Public Improvements and the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City or homeowner's association as applicable, subject to the Developer's rights of reimbursement described in the Development Agreement executed between the Developer and the City.

7. Authorized Improvements

The area within the PID that is covered by this Service and Assessment Plan will be developed as single family residential. This Plan designates the Public Improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public

Improvements, while allowing for sufficient flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the Public Improvements authorized herein began in calendar year 2012. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to the Development Agreement executed between the City and the Developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is five and ¼ percent (5.25%) per annum.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The cost of the Public Improvements will consist of the costs to construct detention, storm sewers, water lines, sanitary sewers, gas, open space and amenities, erosion control, and paving for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developer pursuant to the Development Agreement. The assessment necessary to finance 100% of the PID Improvement Costs is in excess of the 90 cent equivalent tax rate cap contained in the Development Agreement, therefore, the assessments will be capped at a rate and amount necessary to comply with the equivalent tax rate cap.

A. Reserve at Spring Lake

The Plan estimates the following assessments for residential properties in the PID according to the cost of the Public Improvements and the equivalent tax rate cap established under the Development Agreement. The total assessment can be paid upfront at the time the residential property is purchased or at any time thereafter. The assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

<u>Reserve at Spring Lake Lot Categories (By Size)</u>	<u>Total Assessment (Principal)</u>	<u>Financed Assessment (Annual Payment)</u>
1.) Up to 1.5 Acres	\$45,929.08	\$4,500.00
2.) 1.5 Acres to 2.0 Acres	\$68,893.62	\$6,750.00
3.) 2.0 Acres to 3.0 Acres	\$91,858.15	\$9,000.00
4.) 3.0 Acres and Larger	\$114,822.69	\$11,250.00

B. Levy and collection.

The assessment will be levied by the City upon commencement of the construction of the improvements (or a portion of the improvements) and the platting and subdividing of property into residential lots. The first installment of an assessment against a particular lot shall be due with respect to the calendar year following the earlier of: (i) the date such residential lot has been improved with a habitable structure and conveyed to a home purchaser as evidenced by Harris County Appraisal District records, or (ii) the second anniversary of the date the residential lot was conveyed from the Developer to a home purchaser regardless of any improvements on the property. Lots improved with homes used for marketing purposes (e.g. "model homes") will be exempt from the assessment until the calendar year following the date the home is conveyed to home purchaser. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Financed assessments shall bear interest at five and ¼ percent (5.25%) per annum. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT A



1" = 1/4 MILE

EXHIBIT B

**METES AND BOUNDS DESCRIPTION
232.8801 ACRE (10,144,254 SQUARE FEET)
ALL OF A CALLED 164.7078 ACRES TRACT
AND ALL OF A CALLED 68.1723 ACRES TRACT
IN THE JOSEPH MILLER LEAGUE, A-50
AND THE W H CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS**

Being 232.8801 acre (10,144,254 square feet) of land, being all of a called 164.7078 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under County Clerk's File Number (CCF) 2007-0138375 of the Official Public Records of Real Property of Harris County, Texas (OPRRP HCT), and all of a called 68.1723 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under CCF Z236940 OPRRP HCT. Said 232.8801 acres tract lying in the Joseph Miller League, Abstract 50 and W H Clemens Survey, A-1641 and being more particularly described by metes and bounds, with bearings based on the North line of said 164.7078 acres tract, called "East", as follows:

BEGINNING at a found 1 inch iron pipe, next to a three inch iron pipe in the Southwest corner of a called 10 acres tract referenced in deed to Tomball ISD recorded under CCF X890598 OPRRP HCT, being the same as the remainder of a called 10 acres tract conveyed to Vilma Masterson et al by deed recorded under CCF 371361 DR HCT, said iron pipe also marking the Southeast corner of a called 13 acre tract conveyed to Neigdick Lester, record information not found;

THENCE East, basis of bearings, along the common South line of said 10 acre tract, a distance of 912.36 feet to a found 3 inch iron pipe in the South line of a called 10 acre tract conveyed to Vilma Masterson et al, by deed recorded under CCF 371361 DR HCT, being the same further conveyed under Tax Suite Sale to Tomball Independent School District, by deed recorded under CCF X890598 OPRRP HCT;

THENCE North 89°55'38" East, in part along the South line of said called 10-acre tract, a distance of 600.70 feet to a set 5/8 inch iron rod. Said iron rod set in a point from which a 5/8 inch iron rod with;

THENCE North 00°43'17" West, a distance of 87.16 feet, to a point in the centerline of Spring Creek (the dividing line between the Counties of Harris and Montgomery);

THENCE along said centerline of said Spring Creek, the following courses:

North 67°07'18" East, a distance of 154.67 feet;

North 80°22'28" East, a distance of 113.12 feet;

North 87°09'19" East, a distance of: 110.50 feet;

North 87°53'00" East, a distance of: 210.89 feet;

South 83°18'22" East, a distance of 202.76 feet;

South 42°35'23" East, a distance of 169.62 feet;

And South 56°06'19" East a distance of 15.97 feet, to a point in said centerline for the Northeast corner of the herein described tract, also being the Northwest corner of a called 26.5 acre tract conveyed to Tomball Gun Club by deed recorded under CCF B717054 OPRRP HCT;

THENCE South 00°26'02" East, along the West line of said 26.5 acre tract, pass at a distance of 91.93 feet a found 5/8 inch iron rod with cap, in said West line, on the High bank of said Spring creek and continuing to a total distance of 1271.15 feet, to a found 5/8 inch iron rod with cap in the North right-of-way line (ROW) of the G N R R Company (now Missouri Pacific RR Co.) 100 feet wide ROW;

City of Tomball Public Improvement District Number THREE

6

THENCE North 56°52'59" West, along said North ROW, a distance of 896.47 feet, to a set 5/8 inch iron rod in the West line of said 21.118-acre tract, also being the East line of said 90.63 acre tract, for an internal corner of the herein described tract;

THENCE South 00°43'15" East, across said ROW, a distance of 120.38 feet to a set 5/8 inch iron rod with cap in the South ROW of said G N RR Company (now Missouri Pacific RR Co.) and an internal corner of the herein described tract;

THENCE South 56°52'15" East, along said South ROW, a distance of 852.06 feet, to a found 5/8 inch iron rod with cap, in the North line of said 68.1723 acres tract;

THENCE South 56°54'33" East, along said cutback and the Southwest line of said I. & G.N. Railroad, a distance of 44.05 feet to a found 5/8 inch iron with cap, marking the Northwest corner of a called 15.6463 acre tract conveyed to Tomball Gun Club, Inc. by deed recorded under CCF No. L547016 OPRRP HCT;

THENCE South 00°03'08" West, along the West line of said 15.6463 acres tract and a called 4.0000 acres tract to Pricila Brown Estate as shown in Harris County Appraisal District, Account No. 041-006-002-0022, a distance of 1759.27 feet to a found 1/2 inch iron rod in the Northeast corner of a called 2.7859 acre easement tract to Houston Lighting and Power Company recorded under CCF No. G985469 OPRRP HCT;

THENCE South 00°04'29" West, along the West line of said 4.0000 acres tract and the East line of said 2.7859 acre easement tract, a distance of 90.20 feet to a set 5/8 inch iron rod, marking the Southwest corner of said 4.0000 acre tract, and the Northwest corner of a called 155.696 acre tract conveyed to Hobby H. McCall Living Trust, recorded under CCF No. P916725 OPRRP HCT;

THENCE South 00°47'42" East, along the West line of said 155.696 acre tract, a distance of 84.46 feet to a found 5/8 inch iron rod in the Southeast corner of said 2.7859 acre easement tract;

THENCE South 00°44'33" East, continuing along said 155.696 acre tract, a distance of 748.41 feet to a found 1/2 inch iron rod with cap, marking the Northeast corner of a called 22.8365 acre tract conveyed to Jack Frey Properties by deed recorded under CCF No. J585122 OPRRP HCT and the most Easterly Southeast corner of the herein described tract;

THENCE North 85°40'01" West, along the North line of said 22.8365 acre tract, a distance of 363.82 feet, to a set 5/8 inch iron rod for the Northwest corner of said 22.8365 acre tract and the internal corner of the herein described tract;

THENCE South 00°38'14" East, along the West line of said 22.8365 acre tract, a distance of 2775.27 feet to a found 1/2 inch iron rod, marking the Southwest corner of said 22.8365 acre tract and the most Southerly Southeast corner of the herein described tract, being in the North ROW line of said Zion Road;

THENCE South 89°29'18" West, along the North ROW line of said Zion Road, a distance of 351.35 feet to a found 1/2 inch pipe, marking the Southeast corner of said 164.7078 acres tract, said pipe being in the North right-of-way (ROW) line of Zion Road, 60' wide ROW);

THENCE South 87°13'11" West, along said ROW, a distance of 39.59 feet to a found 1 inch iron pipe for corner;

THENCE North 00°48'47" West a distance of 1402.26 to a set 5/8 inch iron rod, said point being the Southeast corner of a called 1.334 acre tract conveyed to Raymond L Ulrich by CCF C648757 OPRRP HCT, and now being part of said 19.496 acre tract;

THENCE North 00°53'58" West, along the East line of said 1.334 acre tract, a distance of 99.79 feet, to a found 3 inch iron pipe for corner;

THENCE South 89°12'11" West, along the North line of said 1.334 acre tract, a distance of 565.59 feet, to a found 1 1/2 inch iron pipe for corner;

THENCE South 01°15'42" East, along the West line of said 1.334 acre tract, a distance of 100.16 feet, to a found 1 1/2 inch iron pipe for corner marking the Northeast corner of McKinney PL Subdivision an unrecorded Subdivision;

THENCE South 89°45'36" West, along the North line of said McKinney PL Subdivision, a distance of 134.11 feet to a found 5/8 inch iron rod marking the Southeast corner of a called 19.98 acre tract conveyed to Richard Kinsey by deed recorded under CCF No. S913430 OPRRP HCT;

THENCE North 00°51'43" West, along the East line of said 19.98 acre tract, a distance of 962.95 feet to a found 5/8 inch iron rod marking the Northeast corner of said 19.98 acre tract and an internal corner of the herein described tract;

THENCE South 88°35'00" West, along the North line of said 19.98 acre tract, a distance of 20.10 feet to a found 1 1/2 inch iron rod marking the Southeast corner of the remainder of a called 15.000 acre tract conveyed to Jimmy Adams by deed recorded under CCF No. S832826 OPRRP HCT;

THENCE North 01°29'11" West, along the East line of said 15.000 acre tract, pass at a distance of 2.81 feet a found 5/8 inch iron rod with cap, pass at a distance of 9.77 feet a found 5/8 inch iron rod with cap, and continuing to a total distance of 191.51 feet to a found 5/8 inch iron rod with cap for angle point;

THENCE North 01°01'18" West, along the East line of said 15.000 acre tract, a called 7.500 acre tract conveyed to Samuel Olivo by deed recorded under CCF No. V586304 OPRRP HCT, a called 5.47 acre tract conveyed to Rock Graham by deed recorded under CCF No(s). S971746 and S832827 OPRRP HCT, a called 9.470 acre tract conveyed to Mathew Klein by deed recorded under CCF No. S960728 OPRRP HCT, pass at a distance of 182.21 feet a found 5/8 inch iron with cap in the Southeast corner of said 7.500 acre tract, a distance of 1334.94 feet to a found 2 inch iron pipe marking the Southeast corner of a remainder of a called 10.452 acre tract conveyed to James Kirkman by deed recorded under CCF No. P763144 OPRRP HCT;

THENCE North 00°17'31" West, along the East line of said remainder of a called 10.452 acre tract and Red Oak Terrace an unrecorded subdivision, pass at a distance of 525.61 feet a found 2 inch pipe next to a 5/8 inch iron rod marking the Southeast corner of said Red Oak Terrace Subdivision, pass at a distance of 924.40 feet the Southwest corner of said 2.4546 acre tract, pass at a distance of 1061.61 feet the Northwest corner of said 2.4546 acre tract, and continuing along the West line of said 51.706 acre tract, to a total distance of 1549.51 feet to a found 2 inch iron pipe for the Northeast corner of said unrecorded subdivision, also being the Southeast corner of said 28.7386 acre tract;

THENCE North 89°35'33" West, along the North line of said Red Oak Terrace Subdivision and the South line of said 28.7386 acre tract, pass at a distance of 141.02 a found 1/2 inch iron rod marking the common North corner of tract 34 of said Red Oak Terrace conveyed to Mick Corporation by deed

recorded under CCF J788626 OPRRP HCT and tract 35 conveyed to John W and Connie Page by deed recorded under CCF U436525 OPRRP HCT, pass at a distance of 439.22 a found 3/4 inch iron rod marking the Northwest corner of said tract 35 and a Centerpoint Energy tract, pass at a distance of 521.30 feet the Southeast corner of said 0.9722 acre tract, pass at a distance of 669.38 feet the Southwest corner of said 0.9722 acre tract, pass at a distance of 751.46 feet a found 5/8 inch iron rod marking the common North corner of said Centerpoint Energy tract and tract 40 conveyed to Howard Ellery Gene by deed recorded under CCF H821490 OPRRP HCT, pass at a distance of 870.00 feet a set 5/8 inch iron rod in the East right of way line of Ulrich Road, a 30.00 feet easement recorded in Volume 2379, Page 677 and Volume 2379, Page 657 of the Deed Records of Harris County, Texas, and continuing a total distance of 900.00 feet to a point in the centerline of said Ulrich Road for corner;

THENCE North 01°00'56" West, along the center line of said Ulrich Road a distance of 740.73 feet to a found 2 inch iron pipe for the Southeast corner of said 24.56 acre tract;

THENCE South 89°43'54" West, along the South line of said 24.56 acre tract, along the North line of a called 12 acres tract, conveyed to Lenoir M. Josey Inc., by deed recorded in Volume 5059, Page 234 DR HCT, and a called 12 acres recording information not found a distance of 1404.44 feet to a point from which a found 3 inch pipe bears South 89°43'54" West, 20.00 feet, being in the centerline of Spring Creek;

THENCE the following calls along the centerline of Spring Creek;

North 49°11'52" East, a distance of 64.65 feet to an angle point;

North 21°16'10" East, a distance of 220.98 feet to an angle point;

North 05°08'59" West, a distance of 119.99 feet to an angle point;

North 35°37'40" East, a distance of 75.85 feet to an angle point;

North 21°46'34" West, a distance of 157.84 feet to an angle point;

North 33°54'38" East, a distance of 63.77 feet to a point for corner, being in the South line of said 13 acre tract;

THENCE North 89°51'55" East, along the South line of said 13 acre tract, a distance of 1254.53 feet to the POINT OF BEGINNING and containing a computed 232.8801 acres (10,144,254 square feet) of land.

Prepared by:
Town and Country Surveyors
25307 North Freeway, IH 45 N
The Woodlands TX, 77380
Phone (281) 465-8730
Fax (281) 465-8731

David J. Strauss, RPLS 4833
Job No. 0451-0001
September 21, 2007

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement (this “*Agreement*”) is made as of _____, 2018, by and between the **CITY OF TOMBALL**, a municipal corporation and a home-rule city in the State of Texas (the “*City*”), and **ZION ROAD PROPERTIES, LLC**, a Texas limited liability company (the “*Developer*”).

RECITALS

WHEREAS, in accordance with the provisions of Chapter 372, TEX. LOCAL GOV’T CODE, and Resolution 2009-28, the City Council of the City of Tomball created the Public Improvement District Number Three (the “*PID*”) pursuant to the petition for creation from the owner thereof; and

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 REPRESENTATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 3 THE PLAN AND PID IMPROVEMENTS

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

3.02 PID Improvements description. The PID Improvements consist of acquisition, construction and development of the public improvements within the portion of the PID comprising the Project, as more fully described in Exhibit C, and as described in the Plan. The PID Improvements will be developed pursuant to a schedule consistent with the pace of development of the Project that is mutually agreeable to the Parties. The PID Improvements shall include all engineering, legal and other consultant fees and expenses related to such PID Improvements. The Developer shall be entitled to reimbursement of eligible project costs described in Exhibit C subject to the limitations contained in Section 3.03 of this agreement.

3.03 General terms of the Plan. The Plan has not yet been adopted by the City. The Parties anticipate that the Plan, at a minimum, will include the PID Improvements described above to serve the land within the PID, and such other facilities as may be agreed upon by the Parties, and that the Assessments shall be assessed in phases to affect only the portions of the PID directly benefited by the PID improvements to be financed by each Assessment. The Assessments shall be based upon the agreed-upon percentage of estimated costs of the Public Improvements as reflected in Exhibit C, plus those related costs as deemed reimbursable by the City; however, the Assessments in the Plan shall be formulated in a manner that generally conforms to the equivalent of a \$0.90 tax rate for properties covered by the Plan on a project-wide basis, and a maximum fifteen (15) year payment term for each property covered by the Plan.

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

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

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

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

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

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

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

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

ARTICLE 5
PROJECT FINANCING AND FUNDING

5.01. The Developer Advances.

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

b. Interest on each Developer Advance shall accrue at a six and three-quarter percent (6.75%) annual rate, compounded annually, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).

5.02. Repayment of Developer Advances.

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

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

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

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

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

ARTICLE 6 DEFAULT

6.01. Default.

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

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

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

ARTICLE 7 GENERAL

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

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

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

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

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

PID Contract Administrator
Hawes Hill Calderon, LLP
P.O. Box 22167
Houston, Texas 77092
Attn: Scott Bean

Mr. Robert M. Allen
Zion Road Properties, LLC
9977 W. Sam Houston Parkway N.,#150
Tomball, Texas 77064

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

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

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

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

Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

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

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

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

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

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

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

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

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

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

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of _____, 2018.

CITY OF TOMBALL, TEXAS

By: _____
Name: _____
Title: _____

ZION ROAD PROPERTIES, LLC

Robert M. Allen
Title: Manager

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
232.8801 ACRE (10,144,254 SQUARE FEET)
ALL OF A CALLED 164.7078 ACRES TRACT
AND ALL OF A CALLED 68.1723 ACRES TRACT
IN THE JOSEPH MILLER LEAGUE, A-50
AND THE W H CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS**

Being 232.8801 acre (10,144,254 square feet) of land, being all of a called 164.7078 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under County Clerk's File Number (CCF) 2007-0138375 of the Official Public Records of Real Property of Harris County, Texas (OPRRP HCT), and all of a called 68.1723 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under CCF Z236940 OPRRP HCT. Said 232.8801 acres tract lying in the Joseph Miller League, Abstract 50 and W H Clemens Survey, A-1641 and being more particularly described by metes and bounds, with bearings based on the North line of said 164.7078 acres tract, called "East", as follows:

BEGINNING at a found 1 inch iron pipe, next to a three inch iron pipe in the Southwest corner of a called 10 acres tract referenced in deed to Tomball ISD recorded under CCF X890598 OPRRP HCT, being the same as the remainder of a called 10 acres tract conveyed to Vilma Masterson et al by deed recorded under CCF 371361 DR HCT, said iron pipe also marking the Southeast corner of a called 13 acre tract conveyed to Neigdick Lester, record information not found;

THENCE East, basis of bearings, along the common South line of said 10 acre tract, a distance of 912.36 feet to a found 3 inch iron pipe in the South line of a called 10 acre tract conveyed to Vilma Masterson et al, by deed recorded under CCF 371361 DR HCT, being the same further conveyed under Tax Suite Sale to Tomball Independent School District, by deed recorded under CCF X890598 OPRRP HCT;

THENCE North 89°55'38" East, in part along the South line of said called 10-acre tract, a distance of 600.70 feet to a set 5/8 inch iron rod. Said iron rod set in a point from which a 5/8 inch iron rod with;

THENCE North 00°43'17" West, a distance of 87.16 feet, to a point in the centerline of Spring Creek (the dividing line between the Counties of Harris and Montgomery);

THENCE along said centerline of said Spring Creek, the following courses:

North 67°07'18" East, a distance of 154.67 feet;
North 80°22'28" East, a distance of 113.12 feet;
North 87°09'19" East, a distance of: 110.50 feet;
North 87°53'00" East, a distance of: 210.89 feet;
South 83°18'22" East, a distance of 202.76 feet;
South 42°35'23" East, a distance of 169.62 feet;

And South 56°06'19" East a distance of 15.97 feet, to a point in said centerline for the Northeast corner of the herein described tract, also being the Northwest corner of a called 26.5 acre tract conveyed to Tomball Gun Club by deed recorded under CCF B717054 OPRRP HCT;

THENCE South 00°26'02" East, along the West line of said 26.5 acre tract, pass at a distance of 91.93 feet a found 5/8 inch iron rod with cap, in said West line, on the High bank of said Spring creek and continuing to a total distance of 1271.15 feet, to a found 5/8 inch iron rod with cap in the North right-of-way line (ROW) of the G N R R Company (now Missouri Pacific RR Co.) 100 feet wide ROW;

THENCE North 56°52'59" West, along said North ROW, a distance of 896.47 feet, to a set 5/8 inch iron rod in the West line of said 21.118-acre tract, also being the East line of said 90.63 acre tract, for an internal corner of the herein described tract;

THENCE South 00°43'15" East, across said ROW, a distance of 120.38 feet to a set 5/8 inch iron rod with cap in the South ROW of said G N RR Company (now Missouri Pacific RR Co.) and an internal corner of the herein described tract;

THENCE South 56°52'15" East, along said South ROW, a distance of 852.06 feet, to a found 5/8 inch iron rod with cap, in the North line of said 68.1723 acres tract;

THENCE South 56°54'33" East, along said cutback and the Southwest line of said I. & G.N. Railroad, a distance of 44.05 feet to a found 5/8 inch iron with cap, marking the Northwest corner of a called 15.6463 acre tract conveyed to Tomball Gun Club, Inc. by deed recorded under CCF No. L547016 OPRRP HCT;

THENCE South 00°03'08" West, along the West line of said 15.6463 acres tract and a called 4.0000 acres tract to Pricila Brown Estate as shown in Harris County Appraisal District, Account No. 041-006-002-0022, a distance of 1759.27 feet to a found 1/2 inch iron rod in the Northeast corner of a called 2.7859 acre easement tract to Houston Lighting and Power Company recorded under CCF No. G985469 OPRRP HCT;

THENCE South 00°04'29" West, along the West line of said 4.0000 acres tract and the East line of said 2.7859 acre easement tract, a distance of 90.20 feet to a set 5/8 inch iron rod, marking the Southwest corner of said 4.0000 acre tract, and the Northwest corner of a called 155.696 acre tract conveyed to Hobby H. Mccall Living Trust, recorded under CCF No. P916725 OPRRP HCT;

THENCE South 00°47'42" East, along the West line of said 155.696 acre tract, a distance of 84.46 feet to a found 5/8 inch iron rod in the Southeast corner of said 2.7859 acre easement tract;

THENCE South 00°44'33" East, continuing along said 155.696 acre tract, a distance of 748.41 feet to a found 1/2 inch iron rod with cap, marking the Northeast corner of a called 22.8365 acre tract conveyed to Jack Frey Properties by deed recorded under CCF No. J585122 OPRRP HCT and the most Easterly Southeast corner of the herein described tract;

THENCE North 85°40'01" West, along the North line of said 22.8365 acre tract, a distance of 363.82 feet, to a set 5/8 inch iron rod for the Northwest corner of said 22.8365 acre tract and the internal corner of the herein described tract;

THENCE South 00°38'14" East, along the West line of said 22.8365 acre tract, a distance of 2775.27 feet to a found 1/2 inch iron rod, marking the Southwest corner of said 22.8365 acre tract and the most Southerly Southeast corner of the herein described tract, being in the North ROW line of said Zion Road;

THENCE South 89°29'18" West, along the North ROW line of said Zion Road, a distance of 351.35 feet to a found 1/2 inch pipe, marking the Southeast corner of said 164.7078 acres tract, said pipe being in the North right-of-way (ROW) line of Zion Road, 60' wide ROW);

THENCE South 87°13'11" West, along said ROW, a distance of 39.59 feet to a found 1 inch iron pipe for corner;

THENCE North 00°48'47" West a distance of 1402.26 to a set 5/8 inch iron rod, said point being the Southeast corner of a called 1.334 acre tract conveyed to Raymond L Ulrich by CCF C648757 OPRRP HCT, and now being part of said 19.496 acre tract;

THENCE North 00°53'58" West, along the East line of said 1.334 acre tract, a distance of 99.79 feet, to a found 3 inch iron pipe for corner;

THENCE South 89°12'11" West, along the North line of said 1.334 acre tract, a distance of 565.59 feet, to a found 1 1/2 inch iron pipe for corner;

THENCE South 01°15'42" East, along the West line of said 1.334 acre tract, a distance of 100.16 feet, to a found 1 1/2 inch iron pipe for corner marking the Northeast corner of McKinney PL Subdivision an

unrecorded Subdivision;

THENCE South 89°45'36" West, along the North line of said McKinney PL Subdivision, a distance of 134.11 feet to a found 5/8 inch iron rod marking the Southeast corner of a called 19.98 acre tract conveyed to Richard Kinsey by deed recorded under CCF No. S913430 OPRRP HCT;

THENCE North 00°51'43" West, along the East line of said 19.98 acre tract, a distance of 962.95 feet to a found 5/8 inch iron rod marking the Northeast corner of said 19.98 acre tract and an internal corner of the herein described tract;

THENCE South 88°35'00" West, along the North line of said 19.98 acre tract, a distance of 20.10 feet to a found 1 1/2 inch iron rod marking the Southeast corner of the remainder of a called 15.000 acre tract conveyed to Jimmy Adams by deed recorded under CCF No. S832826 OPRRP HCT;

THENCE North 01°29'11" West, along the East line of said 15.000 acre tract, pass at a distance of 2.81 feet a found 5/8 inch iron rod with cap, pass at a distance of 9.77 feet a found 5/8 inch iron rod with cap, and continuing to a total distance of 191.51 feet to a found 5/8 inch iron rod with cap for angle point;

THENCE North 01°01'18" West, along the East line of said 15.000 acre tract, a called 7.500 acre tract conveyed to Samuel Olivo by deed recorded under CCF No. V586304 OPRRP HCT, a called 5.47 acre tract conveyed to Rock Graham by deed recorded under CCF No(s). S971746 and S832827 OPRRP HCT, a called 9.470 acre tract conveyed to Mathew Klein by deed recorded under CCF No. S960728 OPRRP HCT, pass at a distance of 182.21 feet a found 5/8 inch iron with cap in the Southeast corner of said 7.500 acre tract, a distance of 1334.94 feet to a found 2 inch iron pipe marking the Southeast corner of a remainder of a called 10.452 acre tract conveyed to James Kirkman by deed recorded under CCF No. P763144 OPRRP HCT;

THENCE North 00°17'31" West, along the East line of said remainder of a called 10.452 acre tract and Red Oak Terrace an unrecorded subdivision, pass at a distance of 525.61 feet a found 2 inch pipe next to a 5/8 inch iron rod marking the Southeast corner of said Red Oak Terrace Subdivision, pass at a distance of 924.40 feet the Southwest corner of said 2.4546 acre tract, pass at a distance of 1061.61 feet the Northwest corner of said 2.4546 acre tract, and continuing along the West line of said 51.706 acre tract, to a total distance of 1549.51 feet to a found 2 inch iron pipe for the Northeast corner of said unrecorded subdivision, also being the Southeast corner of said 28.7386 acre tract;

THENCE North 89°35'33" West, along the North line of said Red Oak Terrace Subdivision and the South line of said 28.7386 acre tract, pass at a distance of 141.02 a found 1/2 inch iron rod marking the common North corner of tract 34 of said Red Oak Terrace conveyed to Mick Corporation by deed recorded under CCF J788626 OPRRP HCT and tract 35 conveyed to John W and Connie Page by deed recorded under CCF U436525 OPRRP HCT, pass at a distance of 439.22 a found 3/4 inch iron rod marking the Northwest corner of said tract 35 and a Centerpoint Energy tract, pass at a distance of 521.30 feet the Southeast corner of said 0.9722 acre tract, pass at a distance of 669.38 feet the Southwest corner of said 0.9722 acre tract, pass at a distance of 751.46 feet a found 5/8 inch iron rod marking the common North corner of said Centerpoint Energy tract and tract 40 conveyed to Howard Ellery Gene by deed recorded under CCF H821490 OPRRP HCT, pass at a distance of 870.00 feet a set 5/8 inch iron rod in the East right of way line of Ulrich Road, a 30.00 feet easement recorded in Volume 2379, Page 677 and Volume 2379, Page 657 of the Deed Records of Harris County, Texas, and continuing a total distance of 900.00 feet to a point in the centerline of said Ulrich Road for corner;

THENCE North 01°00'56" West, along the center line of said Ulrich Road a distance of 740.73 feet to a found 2 inch iron pipe for the Southeast corner of said 24.56 acre tract;

THENCE South 89°43'54" West, along the South line of said 24.56 acre tract, along the North line of a called 12 acres tract, conveyed to Lenoir M. Josey Inc., by deed recorded in Volume 5059, Page 234 DR HCT, and a called 12 acres recording information not found a distance of 1404.44 feet to a point from which a found 3 inch pipe bears South 89°43'54" West, 20.00 feet, being in the centerline of Spring Creek;

THENCE the following calls along the centerline of Spring Creek;

North 49°11'52" East, a distance of 64.65 feet to an angle point;

North 21°16'10" East, a distance of 220.98 feet to an angle point;

North 05°08'59" West, a distance of 119.99 feet to an angle point;

North 35°37'40" East, a distance of 75.85 feet to an angle point;

North 21°46'34" West, a distance of 157.84 feet to an angle point;

North 33°54'38" East, a distance of 63.77 feet to a point for corner, being in the South line of said 13 acre tract;

THENCE North 89°51'55" East, along the South line of said 13 acre tract, a distance of 1254.53 feet to the **POINT OF BEGINNING** and containing a computed 232.8801 acres (10,144,254 square feet) of land.

Prepared by:

Town and Country Surveyors

25307 North Freeway, IH 45 N

The Woodlands TX, 77380

Phone (281) 465-8730

Fax (281) 465-8731

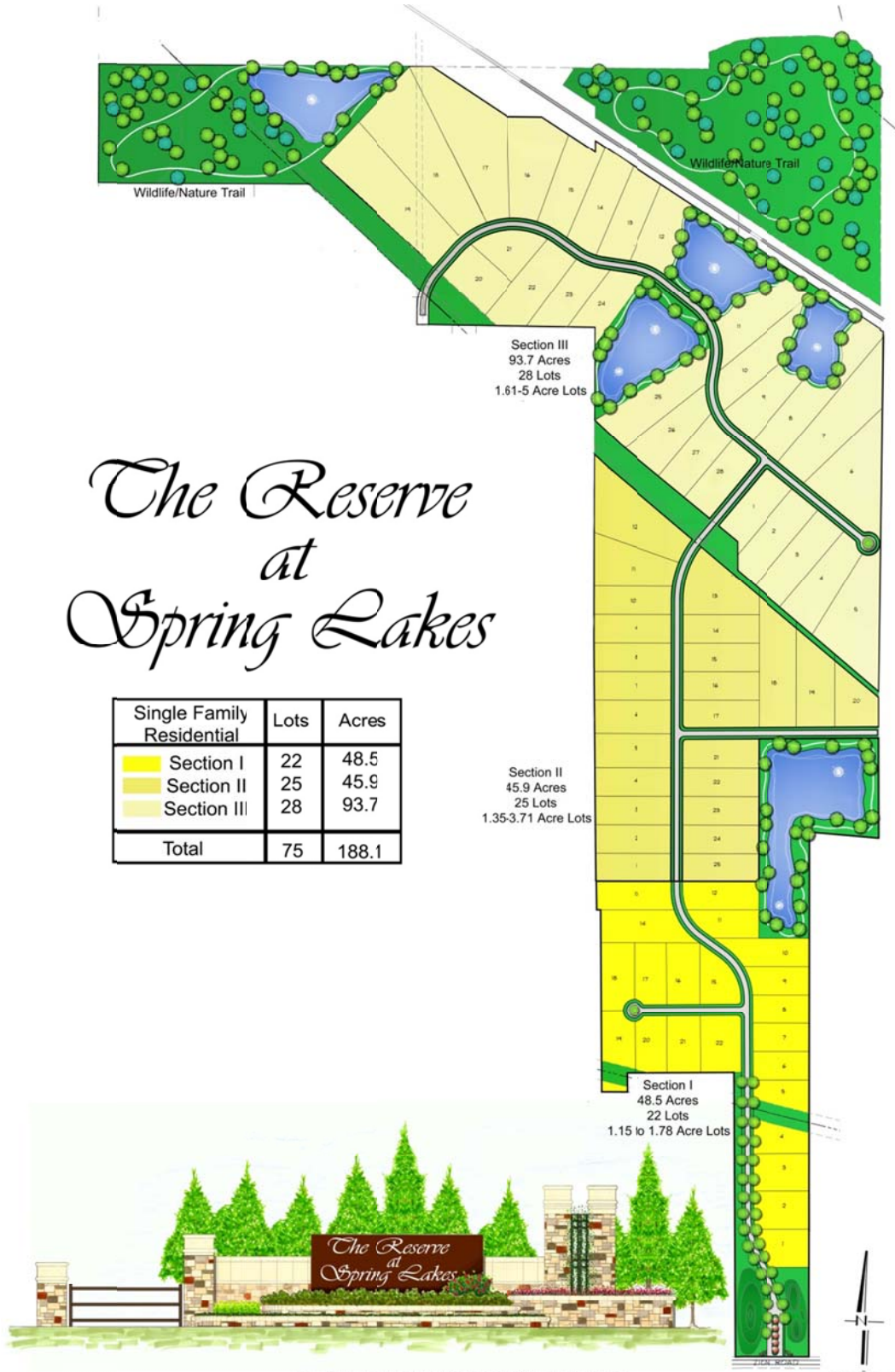
David J. Strauss, RPLS 4833

Job No. 0451-0001

September 21, 2007

EXHIBIT B

Description of Residential Development



This information represents artist's rendering of some of the proposed elements of The Reserve at Spring Lakes community. It is an effort to improve the Reserve at Spring Lakes community. The Developer is in sole discretion and without notice may change the rendering and construct these elements in a manner that is different than depicted. This rendering is not intended to show all elements and some of the elements on this rendering may not be constructed as shown. Nothing contained herein shall be construed as either an express or implied representation or warranty by the developer.

EXHIBIT C

The PID Improvements

Tomball Acreage Development Preliminary Construction Estimate Section One

Roadway and Utilities 3312 LF

Total Lots 22

ACRES 48.5

Storm Quantities

	Unit	Quantity	Unit Price	Total Amount
18"	LF	-	\$40.00	\$0.00
24"	LF	-	\$50.00	\$0.00
30"	LF	-	\$75.00	\$0.00
36"	LF	250	\$90.00	\$22,500.00
Inlets	EA	-	\$2,000.00	\$0.00
MH	EA	-	\$3,000.00	\$0.00
Approximate Total for Storm Drainage System				\$22,500.00

Water Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
6" WL	LF	-	\$30.00	\$0.00
8" WL	LF	3,312	\$40.00	\$132,480.00
10" WL	LF	-	\$50.00	\$0.00
Service Connections	EA	16	\$1,500.00	\$24,000.00
Water Valves	EA	4	\$2,500.00	\$10,000.00
Fire Hydrants	EA	12	\$3,000.00	\$36,000.00
Approximate Total for Water Distribution				\$202,480.00

Sanitary Sewer Quantities

	Unit	Quantity	Unit Price	Total Amount
8" San Swr	LF	3,312	\$50.00	\$165,600.00
10" San Swr extension	LF	1,500	\$75.00	\$112,500.00
6" Leads	EA	16	\$2,000.00	\$32,000.00
San Swr MH	EA	12	\$3,000.00	\$36,000.00
4" Force Main	LF	-	\$30.00	\$0.00
WW Lift Station	EA	-	\$150,000.00	\$0.00
Approximate Total for San Swr				\$346,100.00

Gas Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
2" Gas Line	LF	3,312	\$30.00	\$99,360.00
Approximate Total for Gas Distribution				\$99,360.00

Roadway Quantities

	Unit	Quantity	Unit Price	Total Amount
5' Concrete Roadway	SY	12,238	\$40.00	\$489,520.00
Stop Signs with Street Names	EA	2	\$1,000.00	\$2,000.00
Approximate Total for Roadway				\$491,520.00

Detention and Parkland

	Unit	Quantity	Unit Price	Total Amount
Land Reserved for greenspace and amenity areas	AC	15.33	\$30,000.00	\$459,900.00
Clearing	AC	25.00	\$5,000.00	\$125,000.00
Detention Excavation	CY	58685	\$4.50	\$264,082.50
Pond Lining	SY	20000	\$4.50	\$90,000.00
Storm Water Pump	LS	0	\$100,000.00	\$0.00
Rip Rap	SY	500	\$50.00	\$25,000.00
Emergency Overflow	LS	1	\$50,000.00	\$50,000.00
36" RCP	LF	200	\$90.00	\$18,000.00
Approximate total cost for Detention Pond Area				\$1,032,042.50

Misc Costs

	Unit	Quantity	Unit Price	Total Amount
Pipeline Conflicts	EA	1	\$50,000.00	\$50,000.00
Approximate total cost for Misc Items				\$50,000.00

Construction Totals				\$2,244,002.50
Contingency	10%			\$224,400.25
Overall Construction Costs				\$2,468,402.75

Engineering, Surveying, Platting and Construction Phase Services 15% **\$370,260.41**

Total Development Costs \$ 2,838,663.16

OVERALL LOT COST \$129,030.14

Tomball Acreage Development **Preliminary Construction Estimate Section TWO**

Roadway and Utilities 2896 LF
Total Lots 25
ACRES 45.9

Storm Quantities

	Unit	Quantity	Unit Price	Total Amount
18"	LF	-	\$40.00	\$0.00
24"	LF	-	\$50.00	\$0.00
30"	LF	-	\$75.00	\$0.00
36"	LF	100	\$90.00	\$9,000.00
Inlets	EA	-	\$2,000.00	\$0.00
MH	EA	-	\$3,000.00	\$0.00
Approximate Total for Storm Drainage System				\$9,000.00

Water Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
6" WL	LF	-	\$30.00	\$0.00
8" WL	LF	2,896	\$40.00	\$115,840.00
10" WL	LF	-	\$50.00	\$0.00
Service Connections	EA	16	\$1,500.00	\$24,000.00
Water Valves	EA	3	\$2,500.00	\$7,500.00
Fire Hydrants	EA	12	\$3,000.00	\$36,000.00
Approximate Total for Water Distribution				\$183,340.00

Sanitary Sewer Quantities

	Unit	Quantity	Unit Price	Total Amount
8" San Swr	LF	2,896	\$50.00	\$144,800.00
10" San Swr extension	LF	-	\$75.00	\$0.00
6" Leads	EA	16	\$2,000.00	\$32,000.00
San Swr MH	EA	10	\$3,000.00	\$30,000.00
4" Force Main	LF	-	\$30.00	\$0.00
WW Lift Station	EA	-	\$150,000.00	\$0.00
Approximate Total for San Swr				\$206,800.00

Gas Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
2" Gas Line	LF	2,896	\$30.00	\$86,880.00
Approximate Total for Gas Distribution				\$86,880.00

Roadway Quantities

	Unit	Quantity	Unit Price	Total Amount
6" Concrete Roadway	SY	9,009	\$40.00	\$360,360.00
Stop Signs with Street Names	EA	1	\$1,000.00	\$1,000.00
Approximate Total for Roadway				\$361,360.00

Detention and Parkland

	Unit	Quantity	Unit Price	Total Amount
Land Reserved for greenspace and amenity areas	AC	-	\$30,000.00	\$0.00
Clearing	AC	13.00	\$5,000.00	\$65,000.00
Detention Excavation	CY	55539	\$4.50	\$249,925.50
Pond Lining	SY	20000	\$4.50	\$90,000.00
Storm Water Pump	LS	0	\$100,000.00	\$0.00
Rip Rap	SY	200	\$50.00	\$10,000.00
Emergency Overflow	LS	0	\$50,000.00	\$0.00
36" RCP	LF	-	\$90.00	\$0.00
Approximate total cost for Detention Pond Area				\$414,925.50

Misc Costs

	Unit	Quantity	Unit Price	Total Amount
Pipeline Conflicts	EA	0	\$50,000.00	\$0.00
Approximate total cost for Misc Items				\$0.00

Construction Totals				\$1,262,305.50
Contingency	10%			\$126,230.55
Overall Construction Costs				\$1,388,536.05

Engineering, Surveying, Platting and Construction Phase Services 15% \$208,280.41

Total Development Costs \$ 1,596,816.46

OVERALL LOT COST \$63,872.66

Tomball Acreage Development

Preliminary Construction Estimate Section Three

Roadway and Utilities 4123 LF
 Total Lots 28
 ACRES 93.7

Storm Quantities

	Unit	Quantity	Unit Price	Total Amount
18"	LF	-	\$40.00	\$0.00
24"	LF	-	\$50.00	\$0.00
30"	LF	-	\$75.00	\$0.00
36"	LF	200	\$90.00	\$18,000.00
Inlets	EA	-	\$2,000.00	\$0.00
MH	EA	-	\$3,000.00	\$0.00
Approximate Total for Storm Drainage System				\$18,000.00

Water Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
6" WL	LF	-	\$30.00	\$0.00
8" WL	LF	4,752	\$40.00	\$190,080.00
10" WL	LF	-	\$50.00	\$0.00
Service Connections	EA	25	\$1,500.00	\$37,500.00
Water Valves	EA	6	\$2,500.00	\$15,000.00
Fire Hydrants	EA	15	\$3,000.00	\$45,000.00
Approximate Total for Water Distribution				\$287,580.00

Sanitary Sewer Quantities

	Unit	Quantity	Unit Price	Total Amount
8" San Swr	LF	3,623	\$50.00	\$181,150.00
10" San Swr extension	LF	-	\$75.00	\$0.00
6" Leads	EA	16	\$2,000.00	\$32,000.00
San Swr MH	EA	10	\$3,000.00	\$30,000.00
4" Force Main	LF	-	\$30.00	\$0.00
VW Lift Station	EA	-	\$150,000.00	\$0.00
Approximate Total for San Swr				\$243,150.00

Gas Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
2" Gas Line	LF	5,123	\$30.00	\$153,690.00
Approximate Total for Gas Distribution				\$153,690.00

Roadway Quantities

	Unit	Quantity	Unit Price	Total Amount
6" Concrete Roadway	SY	13,627	\$40.00	\$545,080.00
Stop Signs with Street Names	EA	2	\$1,000.00	\$2,000.00
Approximate Total for Roadway				\$547,080.00

Detention and Parkland

	Unit	Quantity	Unit Price	Total Amount
Land Reserved for greenspace and amenity areas	AC	43.32	\$30,000.00	\$1,299,600.00
Clearing	AC	30.00	\$5,000.00	\$150,000.00
Detention Excavation	CY	113400	\$4.50	\$510,300.00
Pond Lining	SY	30000	\$4.50	\$135,000.00
Storm Water Pump	LS	0	\$100,000.00	\$0.00
Rip Rap	SY	600	\$50.00	\$30,000.00
Emergency Overflow	LS	3	\$50,000.00	\$150,000.00
36" RCP	LF	200	\$90.00	\$18,000.00
Approximate total cost for Detention Pond Area				\$2,292,900.00

Misc Costs

	Unit	Quantity	Unit Price	Total Amount
Pipeline Conflicts	EA	2	\$50,000.00	\$100,000.00
Approximate total cost for Misc Items				\$100,000.00

Overall Construction Costs \$4,006,640.00

Engineering, Surveying, Platting and Construction Phase Services 15% **\$600,996.00**

Total Development Costs \$ 4,607,636.00

OVERALL LOT COST \$164,558.43

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Consideration to Approve **Zoning Case P18-176**: Request by Lance Langenhoven for a Conditional Use Permit to operate an office showroom/warehouse facility at 419 East Hufsmith Road. The property is approximately 5.86 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith at Hospital Road, and is zoned General Retail District.

- Conduct Public Hearing on **Zoning Case P18-176**
- Adopt, on First Reading, Ordinance No. 2018-42, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to Lance Langenhoven to operate an “Office Showroom/Warehouse” at 419 East Hufsmith Road; said property being approximately 5.86 acres, and being legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith Road at Hospital Road and zoned General Retail District; providing requirements and conditions for this CUP; containing findings and other provisions relating to the subject; providing a penalty in an amount not to exceed \$2,000 for violations hereof; and providing for severability.

Background:

On Monday, December 10, 2018, after conducting a public hearing, the Planning & Zoning Commission recommended approval of the rezoning request with a 4-0 vote.

Origination:

Lance Langenhoven

Recommendation:

Approval

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2018-42

Staff Report

Notice of Public Hearing

Property Owner Notification

ORDINANCE NO. 2018-42

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO LANCE LANGENHOVEN TO OPERATE AN "OFFICE SHOWROOM/WAREHOUSE" AT 419 EAST HUFSMITH ROAD; SAID PROPERTY BEING APPROXIMATELY 5.86 ACRES, AND BEING LEGALLY DESCRIBED AS LOT 61 BLOCK 1 ABANDONED ANIMAL RESCUE REPLAT, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON THE NORTH SIDE OF EAST HUFSMITH ROAD AT HOSPITAL ROAD AND ZONED GENERAL RETAIL DISTRICT; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, Lance Langenhoven, has requested a CUP to operate an "office showroom/warehouse" on approximately 5.86 acres of land, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, generally located on the north side of East Hufsmith Road at Hospital Road, in the City of Tomball, Harris County, Texas, (the "Property"), and

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

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

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

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

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

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

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

Section 2. A CUP to operate an “office showroom/warehouse” at the Property and subject to the terms and conditions set forth below is hereby granted to Lance Langenhoven.

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

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

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

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

- 1) The site shall be developed and operated in substantial compliance with the concept plan (Exhibit “A”).

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

Section 8. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF DECEMBER 2018.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF JANUARY 2019.

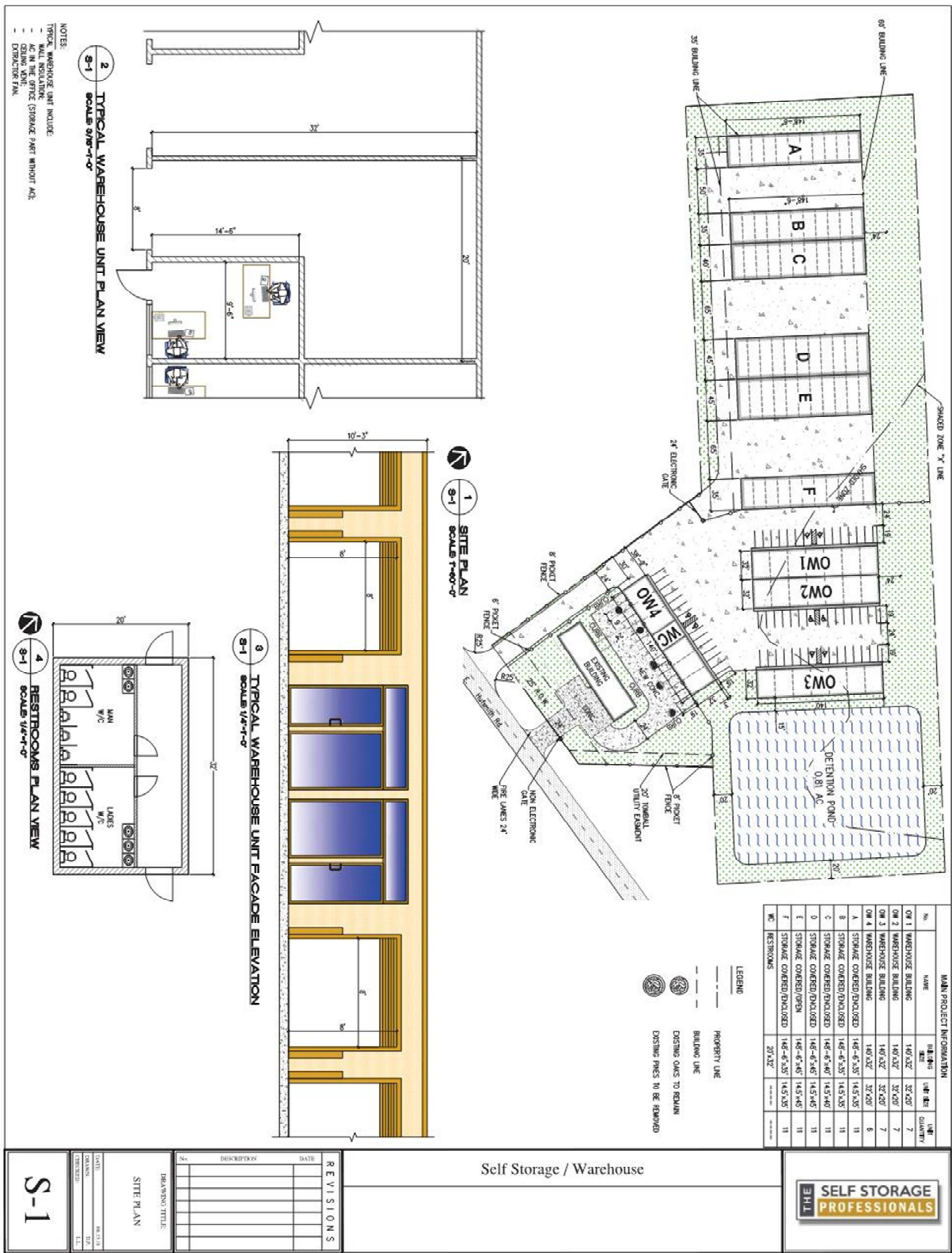
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

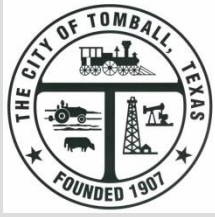
Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"





Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: December 10, 2018
City Council Public Hearing Date: December 17, 2018

Rezoning Case: P18-176
Property Owner(s): SATX ASSETS LLC SERIES 6 419 E HUFSMITH
Applicant(s): Lance Langenhoven
Legal Description: Lot 61 Block 1 Abandoned Animal Rescue Replat
Location: 419 East Hufsmith Road - North side of East Hufsmith Road at Hospital Road (Exhibit "A")
Area: 5.86 acres
Comp Plan Designation: Rural Residential (Exhibit "B")
Present Zoning and Use: General Retail District (Exhibit "C") / Office/general retail (Exhibit "D")
Proposed Use(s): Office/warehouse
Request: Conditional Use Permit (CUP) to allow the operation of an *office showroom/warehouse* facility

Adjacent Zoning & Land Uses:

North: Single-Family 20 Estate / Undeveloped land
South: Agricultural and Single-Family 9 / Undeveloped land and single-family residence
West: Agricultural and Single-Family 20 Estate / Single-family residence
East: Agricultural and Single-Family 20 Estate / Single-family residence

BACKGROUND

In January 2018, City Council approved a Conditional Use Permit to allow the operation of a *mini warehouse/self-storage* facility at the subject site. City Staff met with the applicant in September 2018 to further discuss the development of the site. The applicant expressed interest in office/warehouse space, as well as the already approved boat and recreational vehicle storage. The *office showroom/warehouse* land use is separate from the *mini warehouse/self-storage* land use and also requires the approval of a CUP.

ANALYSIS

According to Section 50-81 (f) of the Chapter 50 (Zoning), when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties

and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

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

The Comprehensive Plan identifies the subject site as Rural Residential. It does not appear that the request is consistent with the goals of the Future Land Use Map of the Comprehensive Plan. The Comprehensive Plan “encourage[s] new development that is compatible with existing adjacent neighborhoods”. The location of the subject site appears to be an appropriate transition from nonresidential to large lot residential. East of the railroad tracks, on the north side of East Hufsmith, which is designated by the City’s Major Thoroughfare Plan as a major arterial, there is a photography studio, baseball complex, undeveloped property and two single-family residences. Adjacent to the subject site is the Neal Street right-of-way, currently undeveloped, which creates a buffer or transition to the large lot residences to the west. The proposed use also should not generate an excessive amount of traffic.

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

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

According to Section 50-76, the purpose of the General Retail District is “to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services. The General Retail District should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.” The proposed use would provide a service to the area. East Hufsmith is considered a major arterial by the City’s Major Thoroughfare Plan and could accommodate the traffic generated by the proposed use. The request appears to be consistent with the intent of the General Retail District.

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

Should the CUP application be approved by City Council, the applicant will be required to submit site and building plan applications and supporting documents to the City for review and approval. Specific details of site modifications will be shown at the time of plan review.

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

The proposed use appears to be compatible with the adjacent developments. There are a few single-family residences in the area. The other land uses in the area include baseball

fields, a Harris County Flood Control ditch and undeveloped land. The proposed land use should not generate substantial traffic or noise.

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

Staff does not anticipate any adverse effects on surrounding properties. The property does abut single-family residential district, and will therefore be subject to additional screening requirements to protect the adjacent residences.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on November 21, 2018. A Notice of Public Hearing was published in the paper on November 28, 2018. 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 P18-176.

EXHIBITS

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

Exhibit "A"
Aerial Photo

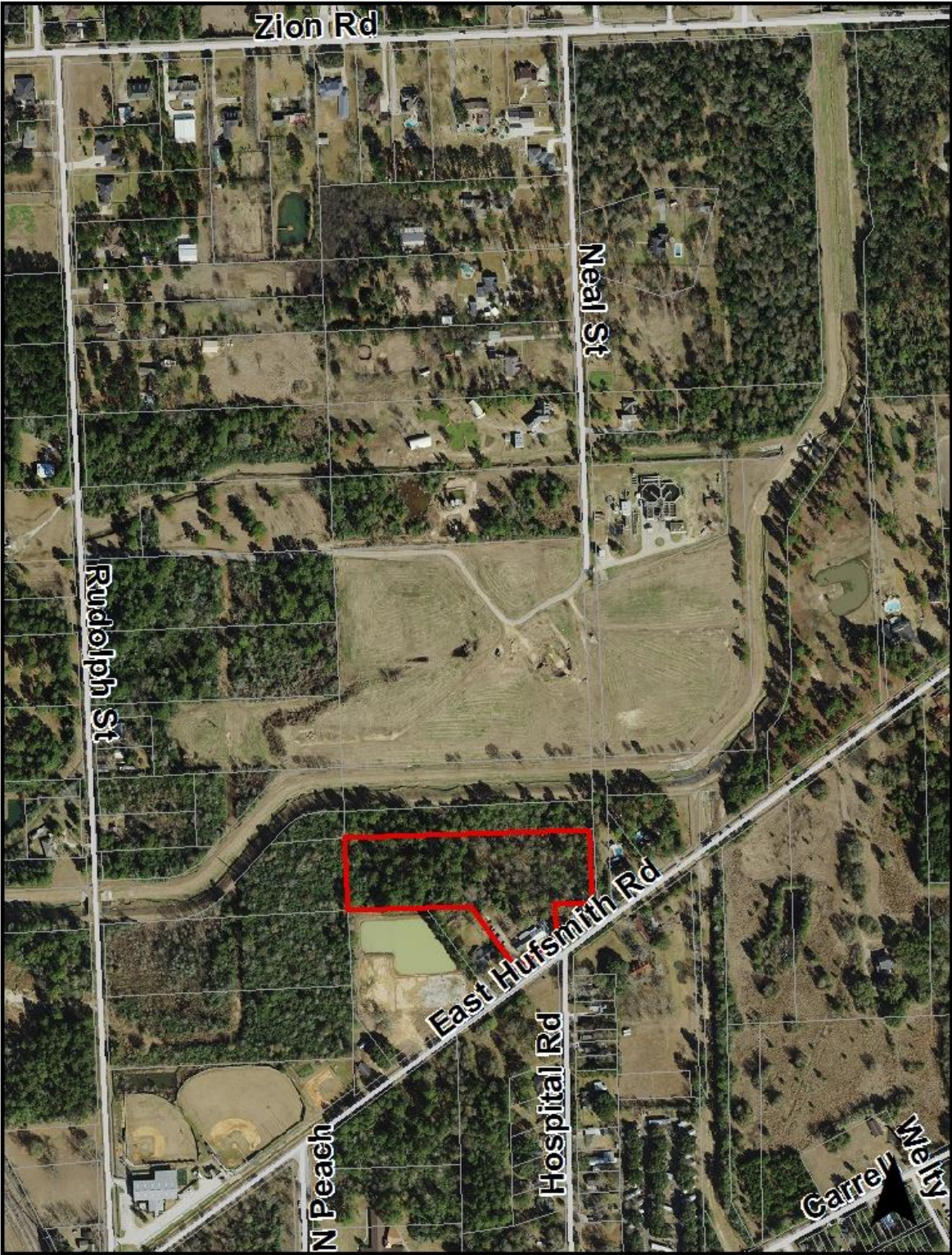


Exhibit "B"
Comprehensive Plan

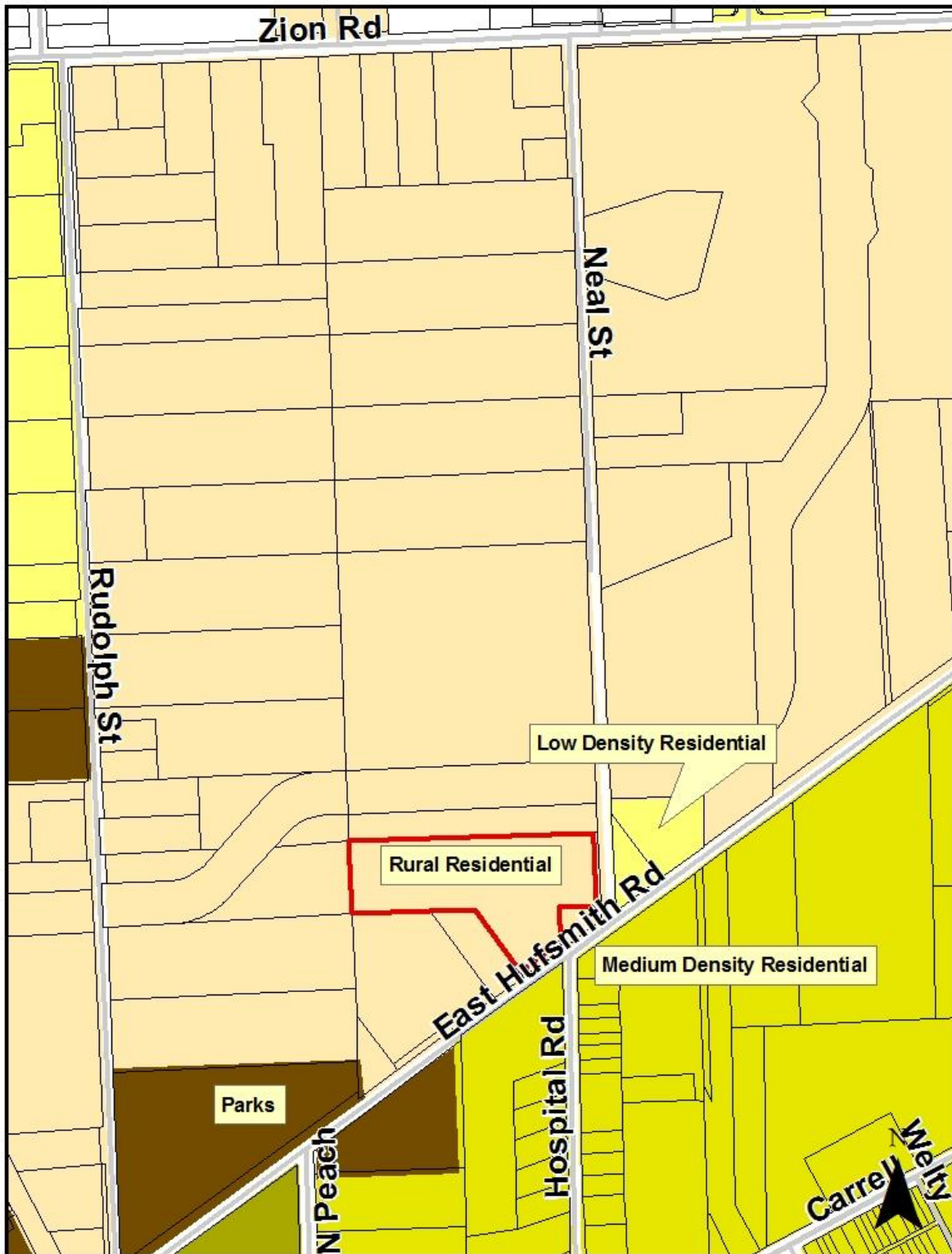
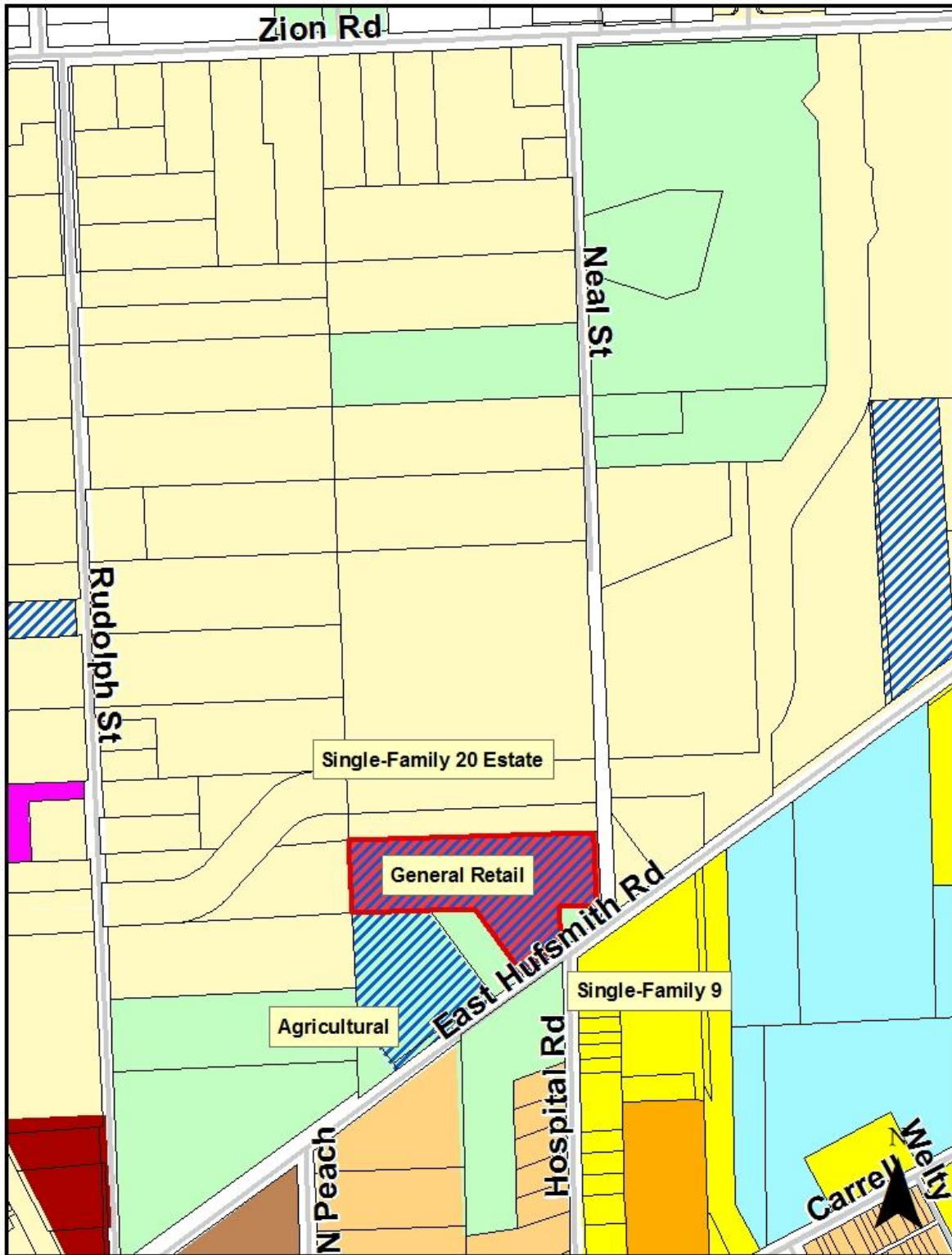


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Exhibit "E"

CUP Application

Revised 5/19/15



APPLICATION FOR CONDITIONAL USE PERMIT

Community Development Department
Planning Division

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

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

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

Applicant

Name: LANCE LANGENHOVEN Title: _____
Mailing Address: EVERGREEN CIRCLE # 200 City: THE WOODLANDS State: TX
Zip: 77380
Phone: 832 483 8655 Fax: (____) _____ Email: lance@bpg-realty.com

Owner

Name: SATX ASSETS LLC, SERIES 6 Title: _____
Mailing Address: 1095 EVERGREEN CIR, # 200 City: WOODLANDS State: TX
Zip: 77380
Phone: 832 483 8655 Fax: (____) _____ Email: lance@bpg-realty.com

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: BOAT & RV STORAGE + SMALL-OFFICE WAREHOUSE.

Physical Location of Property: 419 E. HUFSMITH, TOMBALL, TX, 77375.
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: L7 61 BLK 1 ABANDONED ANIMAL RESCUE R/P
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

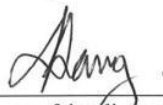
HCAD Identification Number: 1269440020001 Acreage: 5.86

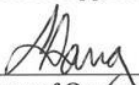
Current Use of Property: AWAITING CERTIFICATE OF OCCUPANCY + VACANT LAND.

Proposed Use of Property: RE-SALE SHOP, BOAT & RV STORAGE, SMALL-OFFICE WAREHOUSE.

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  30 OCT. 2018.
Signature of Applicant Date

X  30 OCT. 2018.
Signature of Owner Date

Letter stating reason for request

The underlying zoning for the property is General Retail. A CUP was approved for "mini-warehouse / Self-Storage".

After reviewing the site plan a number of times it was decided that the prudent course of action would be to add a small-office warehouse component to the project.

This would:

- Reduce the total boat & rv storage units somewhat & thus reduce the risk of oversupply
- Introduce a product that works very well alongside boat & rv storage

Other similar sites that offer both storage and small-office warehouse are:

- Community Storage: 4155 Louetta Rd, Spring, TX 77388 (storage + small-office warehouse)
- U-Haul: 24540 I-45, Spring, TX 77386 (storage + small-office warehouse)
- All Purpose Self Storage: 23410 Snook Ln, Tomball, TX 77375 (storage + small-office warehouse)

Key Map 288D

County of Harris, Texas

Section 1, Block 1, Volume 584, Page 265 of the Map Records of Harris County, Texas.

Plat of

ABANDONED ANIMAL RESCUE

Being a subdivision of 6.0439 acres of land situated in the Ralph Hubbard Survey, Abstract Number 383, of Harris County, Texas, and being a replat of Lot 61 of TOMBALL OUTLOTS, a subdivision according to the map or plat thereof recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, together with a replat of ABANDONED ANIMAL RESCUE, a subdivision according to the map or plat thereof recorded in Volume 584, Page 265 of the Map Records of Harris County, Texas.

APRIL 2013
Sheet 1 of 1

THE STATE OF TEXAS

COUNTY OF HARRIS

ABANDONED ANIMAL RESCUE, INC.

Surveyor

C & C SURVEYING, INC.

Magellan, Texas 77554

Office 281-586-5172

FAX 281-586-1935

Owners:

Abandoned Animal Rescue, Inc.

410 E. Hubbard Road

Tomball, Texas 77554

Phone 281-586-0121

REPLAT OF

ABANDONED ANIMAL RESCUE

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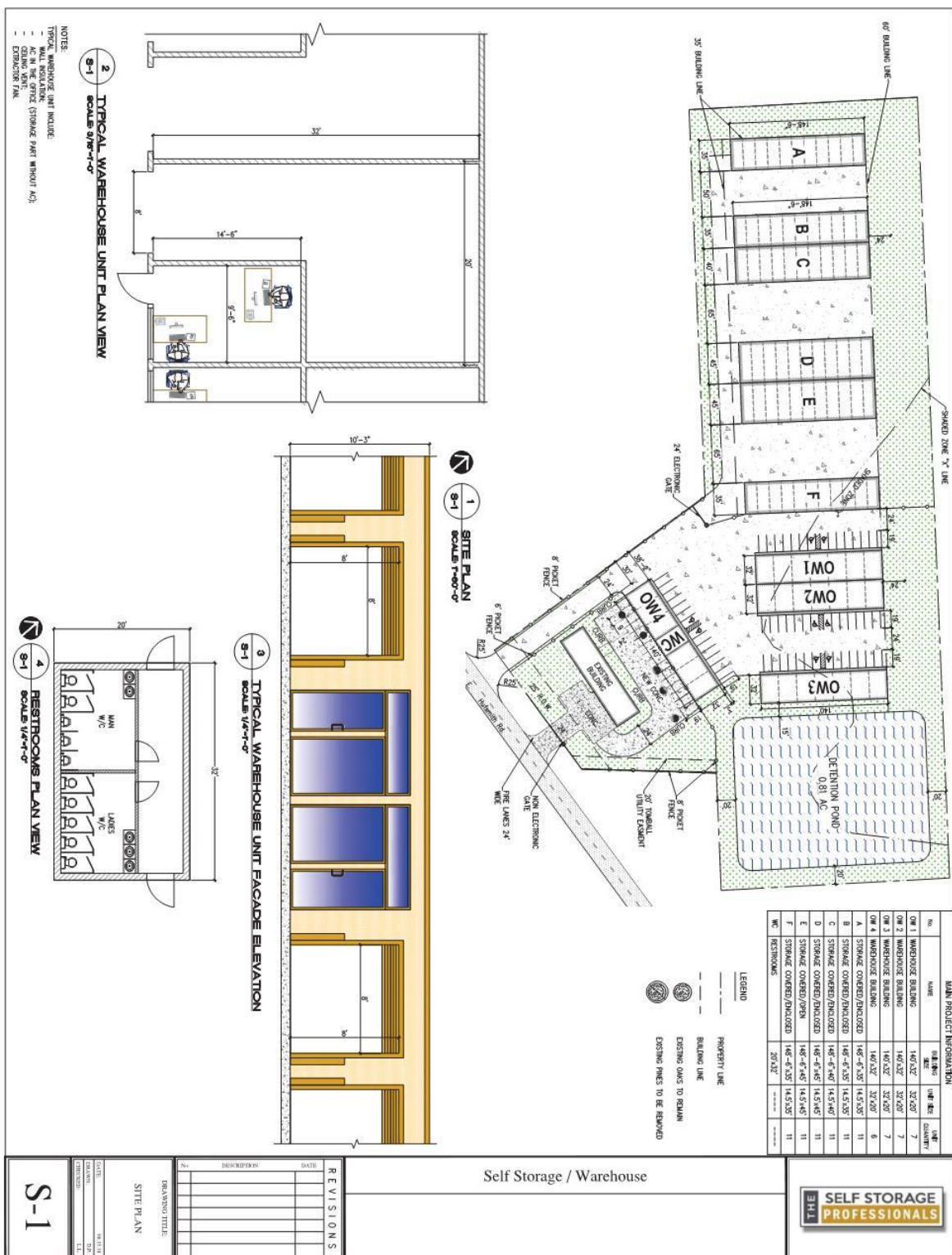
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Figure “F” Concept Plan



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
DECEMBER 10, 2018
&
CITY COUNCIL
DECEMBER 17, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, December 10, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, December 17, 2018, 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 P18-162: Request by W D Hill to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .568 acres of land legally described as Lots 19 thru 24 Block 94 Tomball, within the City of Tomball, Harris County, Texas, generally located at the northeast corner of Kane Street and Baker Drive, from the Single-Family 6 District to the Old Town & Mixed Use District.

Zoning Case P18-168: Request by Ahmad Adnan Aslam to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, generally located at the southwest corner of Barbara Street and Holderrieth Boulevard, from the Single-Family 6 District to the Old Town & Mixed Use District.

Zoning Case P18-176: Request by Lance Langenhoven for a Conditional Use Permit to operate an *office showroom/warehouse* facility at 419 East Hufsmith Road. The property is approximately 5.86 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith at Hospital Road, and is zoned General Retail District.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City

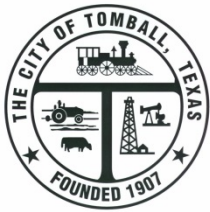
Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 6th day of **December 2018** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Elizabeth Jones

Elizabeth Jones

Administrative Assistant

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



Notice of Public Hearing

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

CASE NUMBER: P18-176

APPLICANT/OWNER: Request by Lance Langenhoven

LOCATION: Generally located on the north side of East Hufsmith at Hospital Road

PROPOSAL: A Conditional Use Permit to operate an *office showroom/warehouse* facility at 419 East Hufsmith Road. The property is approximately 5.86 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, and is zoned General Retail District.

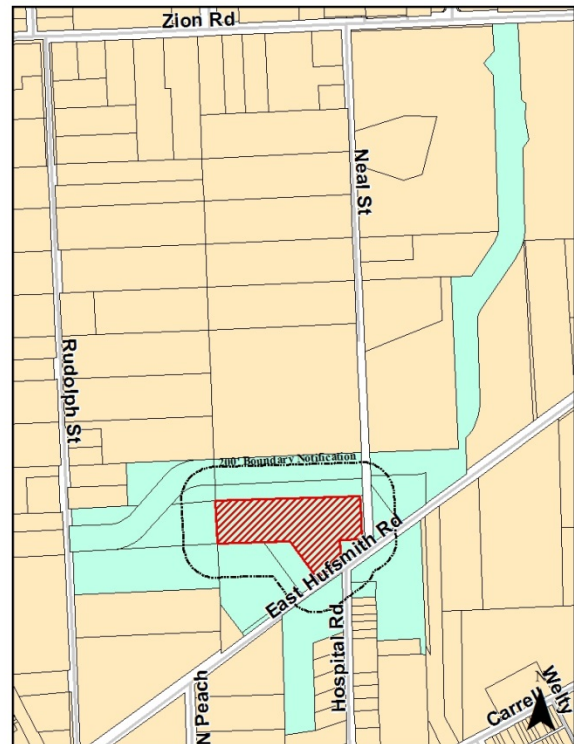
CONTACT: Amelia Lindley

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll. Interested parties may appear and speak on the project or the staff recommendation at the meeting. Written comments may also be submitted for consideration.



**Planning & Zoning Commission
Public Hearing:
Monday, December 10, 2018, 6:00 PM**

**City Council Public Hearing:
*Monday, December 17, 2018, 6:00 PM**

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Consideration to Approve **Zoning Case P18-168**: Request by Ahmad Adnan Aslam to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, generally located at the southwest corner of Barbara Street and Holderrieth Boulevard, from the Single-Family 6 District to the Old Town & Mixed Use District.

- Conduct Public Hearing on **Zoning Case P18-168**
- Adopt, on First Reading, Ordinance No. 2018-43, 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 0.32 acres of land, legally described Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town & Mixed Use District; said property being generally located at the southwest corner of Barbara Street and Holderrieth Boulevard; 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:

On Monday, December 10, 2018, after conducting a public hearing, the Planning & Zoning Commission recommended approval of the rezoning request with a 4-0 vote.

Origination:

Ahmad Adnan Aslam

Recommendation:

Approval

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
--	--	-------

ATTACHMENTS:

Ordinance No. 2018-43

Staff Report

Notice of Public Hearing

Property Owner Notification

Public Comment Forms

ORDINANCE NO. 2018-43

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 0.32 ACRES OF LAND, LEGALLY DESCRIBED LOTS 1 & 2 BLOCK 6 MAIN STREET - TOMBALL, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SINGLE-FAMILY 6 DISTRICT TO THE OLD TOWN & MIXED USE DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF BARBARA STREET AND HOLDERRIETH BOULEVARD; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Ahmad Adnan Aslam has requested that approximately 0.32 acres of land, legally described as Lots 1 & 2 Block 6 Main Street - Tomball, generally located at the southwest corner of Barbara Street and Holderrieth Boulevard, City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

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

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Single-Family 6 District to the Old Town & Mixed Use District subject to the regulations, restrictions, and conditions hereafter set forth.

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF DECEMBER 2018.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF JANUARY 2019.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: December 10, 2018
City Council Public Hearing Date: December 17, 2018

Rezoning Case: P18-168
Property Owner(s): Tomball and Magnolia Properties LLC
Applicant(s): Ahmad Adnan Aslam
Legal Description: Lots 1 & 2 Block 6 Main Street – Tomball
Location: Southwest corner of Barbara Street and Holderrieth Boulevard (Exhibit “A”)
Area: 0.32 acres
Comp Plan Designation: Mixed Use (Exhibit “B”)
Present Zoning and Use: Single-Family 6 District (Exhibit “C”) / Single-family residence (Exhibit “D”)
Request: Rezone from the Single-Family 6 District to the Old Town & Mixed Use District

Adjacent Zoning & Land Uses:

North: Old Town & Mixed Use District / Single-family residence and undeveloped land

South: Old Town & Mixed Use District / Medical office building

West: Old Town & Mixed Use District / Undeveloped

East: General Retail District / Medical office building

BACKGROUND

City Staff received a Rezoning Application from the applicant in October 2018.

ANALYSIS

The subject property is 0.32 acres (approximately 14,000 square feet) and has frontage on both Barbara Street and Holderrieth Boulevard. The site is currently zoned Single-Family 6 District and has been used as a single-family dwelling. Surrounding land uses in the area include two medical office buildings to the south and east, undeveloped property to the north and west. There are also single-family residences in the area.

Surrounding properties are zoned Old Town & Mixed Use to the north, west and south and General Retail to the east. There are also properties in the area zoned Single-Family 6 District.

The Comprehensive Plan designates the property and all surrounding properties as Mixed Use. According to the Comprehensive Plan, the purpose of the Mixed Use designation is to “include a

mix of office, retail/commercial and high density residential uses”. The requested rezoning district would allow office, retail, commercial, and residential uses.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

- A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.**

The uses permitted in the Old Town & Mixed Use District appear to be appropriate for the immediate area. According to Section 50-79 (Old Town & Mixed Use District), the Old Town & Mixed Use Zoning District is “suitable for a mixture of retail, commercial and other nonresidential uses, along with single-family homes and multifamily uses”. The proposed rezoning would add to the already well-blended mixture of single-family residences and office uses of the area.

- B. Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.**

Adequate utilities are available to serve this property and the existing streets adjacent to the property can accommodate traffic generated by a use permitted in the Old Town & Mixed Use District.

- C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.**

There is vacant land in the City zoned Old Town & Mixed Use District. It does not appear to be any special circumstances which may make a substantial part of any vacant land unavailable for development.

- D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.**

There has been steady development in the Old Town & Mixed Use District in the City.

- E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.**

City Staff does not anticipate any adverse impacts on other areas designated for similar development.

- F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.**

Generally, the proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

G. Whether the request is consistent with the Comprehensive Plan.

The Future Land Use Map designates the property as Mixed Use. The proposed rezoning would be compatible with the Mixed Use designation because the uses permitted in the Old Town & Mixed Use District include a variety of retail, commercial, office and single-family and multifamily developments.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on November 21, 2018. The Notice of Public Hearing was published in the paper on November 28, 2018. 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 P18-168 for the following reasons:

1. The request is consistent with the goals of the Comprehensive Plan;
2. The request is in conformance with the Future Land Use Map;
3. The request is generally appropriate with the immediate zoning districts in the area;
4. The uses allowed in the Old Town & Mixed Use District would be appropriate with the general area and the City as a whole.

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

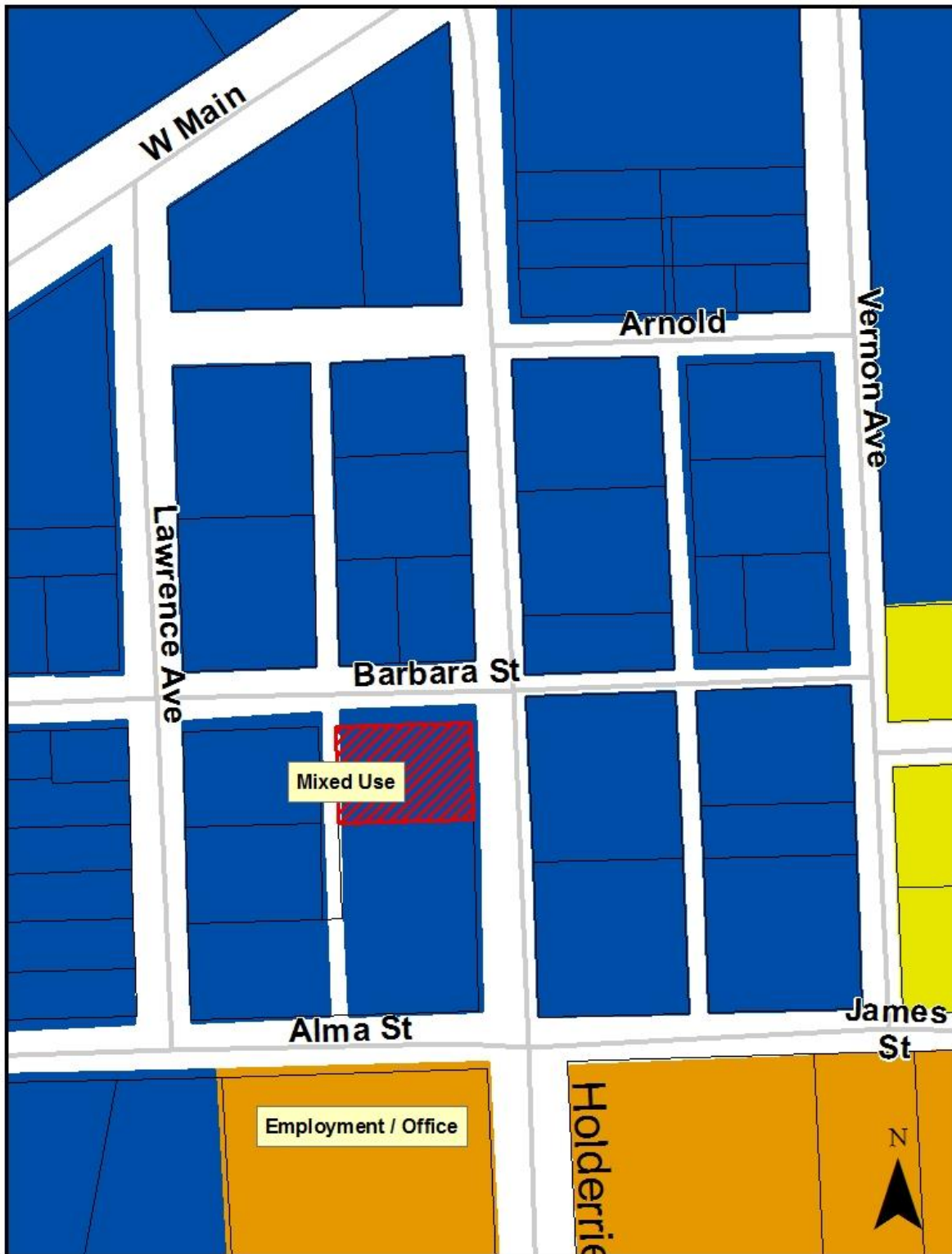
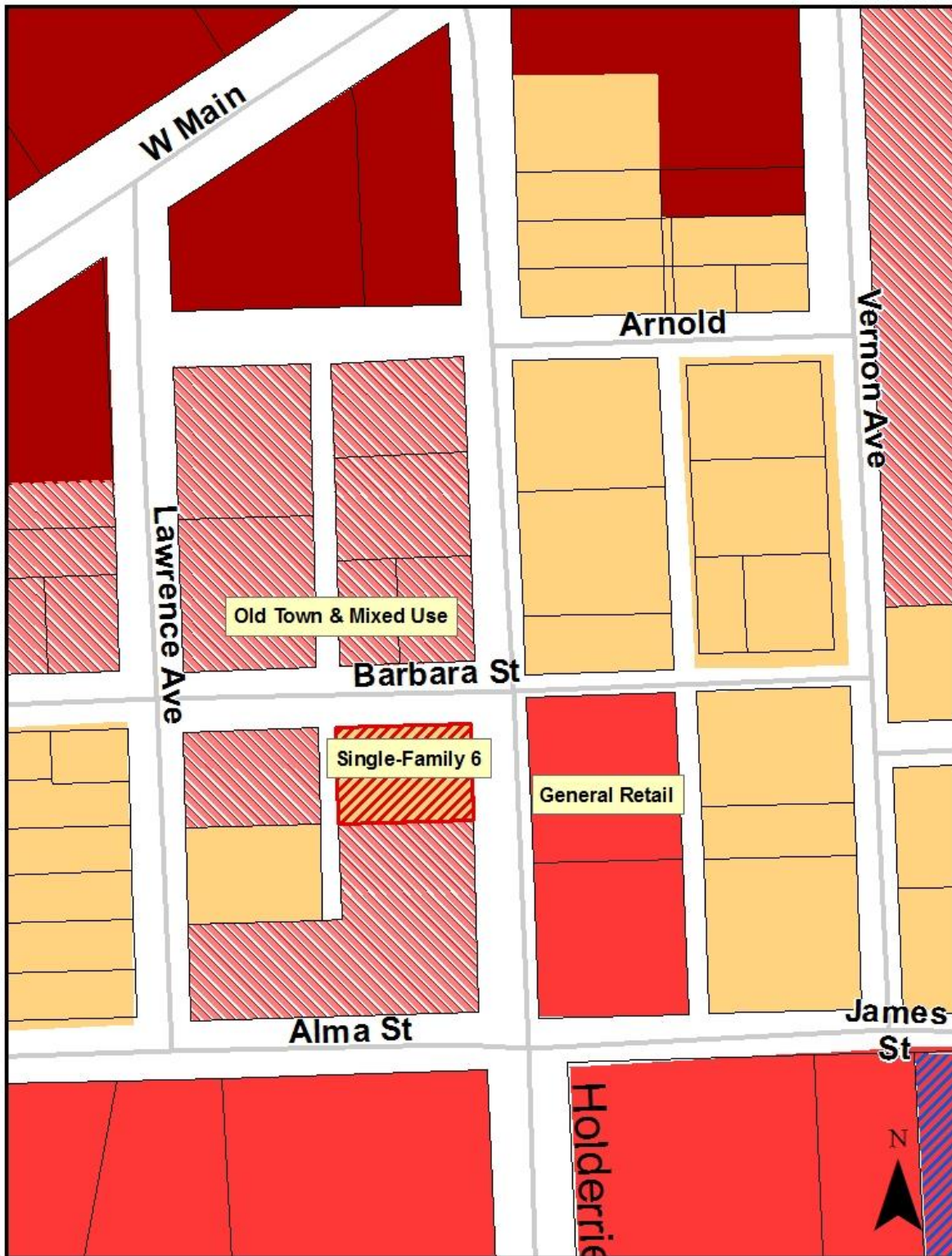


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**



View from Holderrieth Boulevard



View from Barbara Street

Exhibit "E"
Application

Revised 5/19/15



18-168

APPLICATION FOR REZONING

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: AHMAD ADNAN ASLAM Title: MD
Mailing Address: 308 HALDENRIETH BLVD City: TOMBALL State: TX
Zip: 77375
Phone: (832) 524 2504 Fax: (281) 351 4915 Email: houston

Owner

Name: Tomball and Magnolia Properties LLC Title: _____
Mailing Address: 308 Haldenrieth Blvd City: Tomball State: TX
Zip: 77375
Phone: (832) 524 2504 Fax: (281) 351 4915 Email: houstonheartcenter@yahoo.com

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: Build office for expansion

Physical Location of Property: 300 Haldenrieth Blvd Tomball TX 77375

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

Legal Description of Property: Lots 1 & 2 Block 6 Main Street Tomball 0.3 AC

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

Current Zoning District: SF-6

Current Use of Property: lot + and old home on the lot

Proposed Zoning District: OT and MU old town and mixed use district

Proposed Use of Property: office building

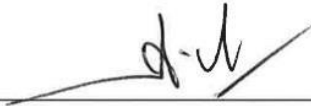
HCAD Identification Number: _____ Acreage: 0.32 AC

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		10/12/18
	Signature of Applicant	Date
X		10/12/18
	Signature of Owner	Date

Community Development Department Planning Division
for our lot located at ~~911~~ 300 HOLDERRIETH BLVD
Tomball TX 77375. LTS 142 Block 6 main
Street Tomball 0.3 AC. We respectfully
request to change zoning from SF-6 to
OT& MU so that we can build office
for expansion of our current office to
house our billing and other office staff. My
current office location is 308 Halderneth
Blvd. which is zoned as OT& MU

Sincerely 
Ahmad Adnan Aslam
on behalf of
Tomball and Magnolia properties LLC
10/12/2018

Page 11 of 11
Page 15 of 22

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
DECEMBER 10, 2018
&
CITY COUNCIL
DECEMBER 17, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, December 10, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, December 17, 2018, 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 P18-162: Request by W D Hill to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .568 acres of land legally described as Lots 19 thru 24 Block 94 Tomball, within the City of Tomball, Harris County, Texas, generally located at the northeast corner of Kane Street and Baker Drive, from the Single-Family 6 District to the Old Town & Mixed Use District.

Zoning Case P18-168: Request by Ahmad Adnan Aslam to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, generally located at the southwest corner of Barbara Street and Holderrieth Boulevard, from the Single-Family 6 District to the Old Town & Mixed Use District.

Zoning Case P18-176: Request by Lance Langenhoven for a Conditional Use Permit to operate an *office showroom/warehouse* facility at 419 East Hufsmith Road. The property is approximately 5.86 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith at Hospital Road, and is zoned General Retail District.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City

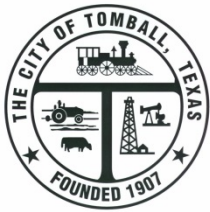
Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **6th** day of **December 2018** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Elizabeth Jones

Elizabeth Jones

Administrative Assistant

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



Notice of Public Hearing

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

CASE NUMBER: P18-168

APPLICANT/OWNER: Request by Ahmad Adnan Aslam

LOCATION: Generally located at the southwest corner of Barbara Street and Holderrieth Boulevard

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town & Mixed Use District.

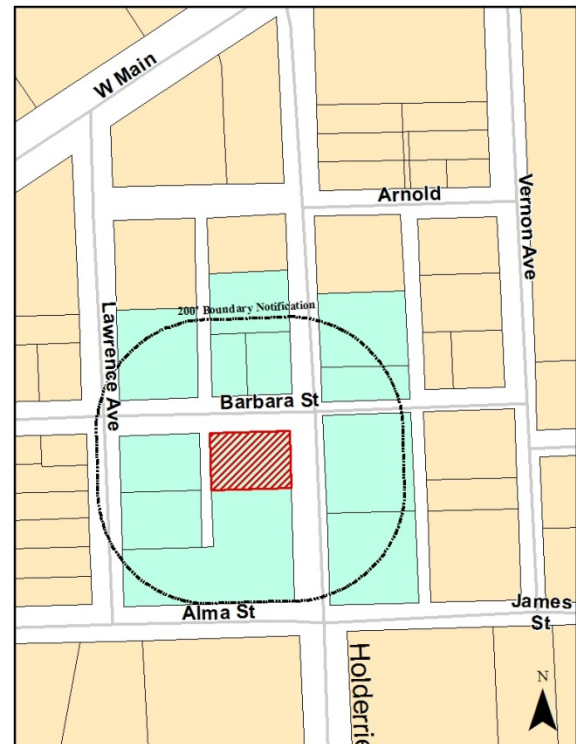
CONTACT: Amelia Lindley, Planner

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

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



**Planning & Zoning Commission
Public Hearing:
Monday, December 10, 2018, 6:00 PM**

**City Council Public Hearing:
*Monday, December 17, 2018, 6:00 PM**

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

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

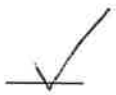
Name:

(please print)

Address:

Signature:

Date:



I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P18-168. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P18-168. (Please state reasons below)

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

FRED FABIAN

(please print)

Address:

300 HOLDERRIETH BLV.

Signature:

FABIAN

Date:

11/26/18

☒

I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P18-168. (Please state reasons below)

☐

I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P18-168. (Please state reasons below)

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

the rest of the area around this
address is already rezoned, so makes no
sense to have one property within as single family

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Tomball of Magnolia properties

Signature:

Date:

dl

11/24/18

☒

I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P18-168. (Please state reasons below)

☐

I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P18-168. (Please state reasons below)

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

E. Wheeler Boyd

P.O. Box 340

Tomball tx 77377

E. Wheeler Boyd

11/24/18

☒ I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P18-168**. (Please state reasons below)

☐ I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P18-168**. (Please state reasons below)

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

None

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Consideration to Approve **Zoning Case P18-162**: Request by W D Hill to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.568 acres of land legally described as Lots 19 thru 24 Block 94 Tomball, within the City of Tomball, Harris County, Texas, generally located at the northeast corner of Kane Street and Baker Drive, from the Single-Family 6 District to the Old Town & Mixed Use District.

- Conduct Public Hearing on **Zoning Case P18-162**
- Adopt, on First Reading, Ordinance No. 2018-44, 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 0.568 acres of land, legally described Lots 19 thru 24 Block 94 Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town and Mixed Use District; said property being generally located at the northeast corner of Kane Street and Baker Drive; 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:

On Monday, December 10, 2018, after conducting a public hearing, the Planning & Zoning Commission recommended denial of the rezoning request with a 4-0 vote.

Origination:

William Hill

Recommendation:

Approval

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
--	--	-------

ATTACHMENTS:

Ordinance No. 2018-44

Staff Report

Notice of Public Hearing

Property Owner Notification

Public Comment Forms

ORDINANCE NO. 2018-44

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 0.568 ACRES OF LAND, LEGALLY DESCRIBED LOTS 19 THRU 24 BLOCK 94 TOMBALL, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SINGLE-FAMILY 6 DISTRICT TO THE OLD TOWN AND MIXED USE DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF KANE STREET AND BAKER DRIVE; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, W D Hill has requested that approximately 0.568 acres of land, legally described as Lots 19 thru 24 Block 94 Tomball, generally located at the northeast corner of Kane Street and Baker Drive, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council deny the requested rezoning of Old Town & Mixed Use District; and

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Single-Family 6 District to the Old Town & Mixed Use District subject to the regulations, restrictions, and conditions hereafter set forth.

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF DECEMBER 2018.

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

SECOND READING:

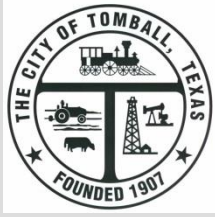
READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF JANUARY 2019.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: December 10, 2018
City Council Public Hearing Date: December 17, 2018

Rezoning Case: P18-162
Property Owner(s): W D Hill
Applicant(s): William Hill
Legal Description: Lots 19 thru 24 Block 94 Tomball
Location: Northeast corner of Kane Street and Baker Drive (Exhibit "A")
Area: 0.568 acres
Comp Plan Designation: Old Town Use (Exhibit "B")
Present Zoning and Use: Single-Family 6 District (Exhibit "C") / Single-family residence (Exhibit "D")
Request: Rezone from the Single-Family 6 District to the Old Town & Mixed District

Adjacent Zoning & Land Uses:

North: General Retail District / Office

South: Old Town & Mixed Use District / Office

West: Single-Family 6 District / Single-family residences

East: Single-Family 6 District / Single-family residences

BACKGROUND

City Staff received a Rezoning Application from the applicant in September 2018.

ANALYSIS

The property is currently zoned Single-Family 6 District and is used as a single-family residence. Properties in the immediate area are zoned General Retail to the north, Old Town & Mixed Use to the south and Single-Family 6 District to the west and east. The proposed rezoning would generally blend with the surrounding zoning districts.

The majority of the surrounding properties are single-family residences; however, there are two small offices to the north and south of the subject site.

The Comprehensive Plan designates the property as Old Town Use. Properties to the north, east and south are also designated as Old Town Use and properties to the west are Medium Density Residential. According to the Comprehensive Plan, the purpose of the Old Town Use designation is to be "the historic hub and heart of the community" and should "include mature

single family neighborhoods, dense commercial uses, a civic core, and high density residential”. The request appears to be consistent with the City’s Comprehensive Plan.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.

The uses permitted in the Old Town & Mixed Use District are not typically considered intense and appear to be appropriate for the immediate area. The nature of the Old Town & Mixed Use District is a mixture of nonresidential and residential uses integrated together throughout the district. The proposed rezoning would add to the already well-blended area.

B. Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.

Adequate utilities are available to serve this property and the existing streets adjacent to the property can accommodate traffic generated by an Old Town & Mixed Use District development.

C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.

There is vacant land in the City zoned Old Town & Mixed Use. There does not appear to be any special circumstances which may make a substantial part of any vacant land unavailable for development.

D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

There has been steady development in the Old Town & Mixed Use District in the City.

E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.

City Staff does not anticipate any adverse impacts on other areas designated for similar development.

F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.

Generally, the proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

G. Whether the request is consistent with the Comprehensive Plan.

The Future Land Use Map designates the property as Old Town Use which is intended to be the “historic hub and heart of the community”. The request appears to be consistent with the Future Land Use Map. The Comprehensive Plan also states the importance of transitioning from residential to nonresidential uses in a way that protects the character and integrity of the area. The subject site appears to be located in a transition area and the rezoning to Old Town & Mixed Use would be appropriate with the goals of the Comprehensive Plan.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on November 21, 2018. The Notice of Public Hearing was published in the paper on November 28, 2018. 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 P18-162 for the following reasons:

1. The request meets the goals of City’s Comprehensive Plan;
2. The request is in conformance with the Future Land Use Map;
3. The request is generally appropriate with the surrounding land uses in the area;
4. The request is generally appropriate with the surrounding zoning districts.

EXHIBITS

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

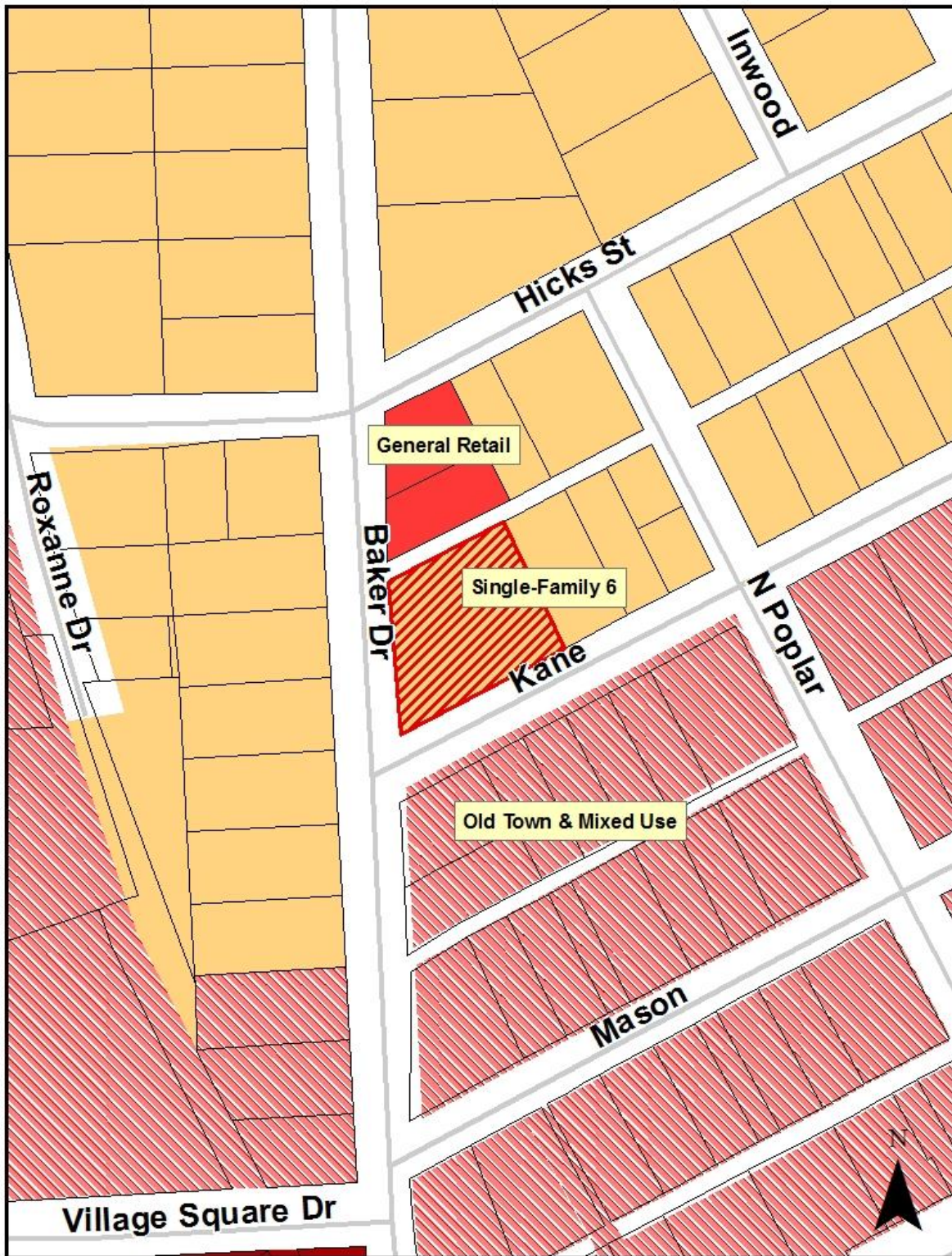
Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan



Exhibit "C"
Zoning Map

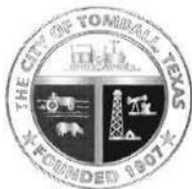


**Exhibit “D”
Site Photos**



Exhibit "E" Application

Revised 5/19/15



18-162 APPLICATION FOR REZONING 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: W D Hill Title: Individual/Owner
Mailing Address: 28623 Sharon Louise City: Magnolia State: TX
Zip: 77355-4612
Phone: (281) 789-7294 Fax: () Email: wd.hill@comcast.net
MOBILE 281-351-2500

Owner

Name: W D Hill Title: Individual/Owner
Mailing Address: 28623 Sharon Louise City: Magnolia State: TX
Zip: 77355-4612
Phone: (281) 789-7294 Fax: () Email: wd.hill@comcast.net

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: Rezone property described from SF to MU

Physical Location of Property: 710 Kane St, Tomball TX 77375 (at corner of Baker Dr)
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Lots 19 thru 24, Block 94 in the city of Tomball, TX
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-6

Current Use of Property: Single Family Dwelling

Proposed Zoning District: OT & MU

Proposed Use of Property: Office & Studio

HCAD Identification Number: 0352790940019 Acreage: .568

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

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

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

X 
Signature of Applicant

09/26/2018

Date

X 
Signature of Owner

09/26/2018

Date

CITY OF TOMBALL
281-351-5484

REC#: 01048044 10/08/2018 12:21 PM
OPER: MF TERM: 002
REF#: W ZONING FEE

TRAN: 130.0000 PLANNING AND ZONING
W D HILL
710 KANE ST
100-5446
ZONING FEES- OTHER 410.00CR

TENDERED: 410.00 CHECK
APPLIED: 410.00-

CHANGE: 0.00

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

www.tomballtx.gov

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
DECEMBER 10, 2018
&
CITY COUNCIL
DECEMBER 17, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, December 10, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, December 17, 2018, 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 P18-162: Request by W D Hill to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .568 acres of land legally described as Lots 19 thru 24 Block 94 Tomball, within the City of Tomball, Harris County, Texas, generally located at the northeast corner of Kane Street and Baker Drive, from the Single-Family 6 District to the Old Town & Mixed Use District.

Zoning Case P18-168: Request by Ahmad Adnan Aslam to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 1 & 2 Block 6 Main Street - Tomball, within the City of Tomball, Harris County, Texas, generally located at the southwest corner of Barbara Street and Holderrieth Boulevard, from the Single-Family 6 District to the Old Town & Mixed Use District.

Zoning Case P18-176: Request by Lance Langenhoven for a Conditional Use Permit to operate an *office showroom/warehouse* facility at 419 East Hufsmith Road. The property is approximately 5.86 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith at Hospital Road, and is zoned General Retail District.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City

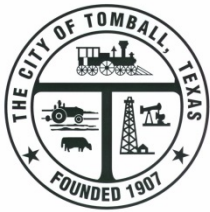
Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 6th day of **December 2018** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Elizabeth Jones

Elizabeth Jones

Administrative Assistant

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



Notice of Public Hearing

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

CASE NUMBER: P18-162

APPLICANT/OWNER: Request by W D Hill

LOCATION: Generally located at the northeast corner of Kane Street and Baker Drive

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .568 acres of land legally described as Lots 19 thru 24 Block 94 Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town & Mixed Use District.

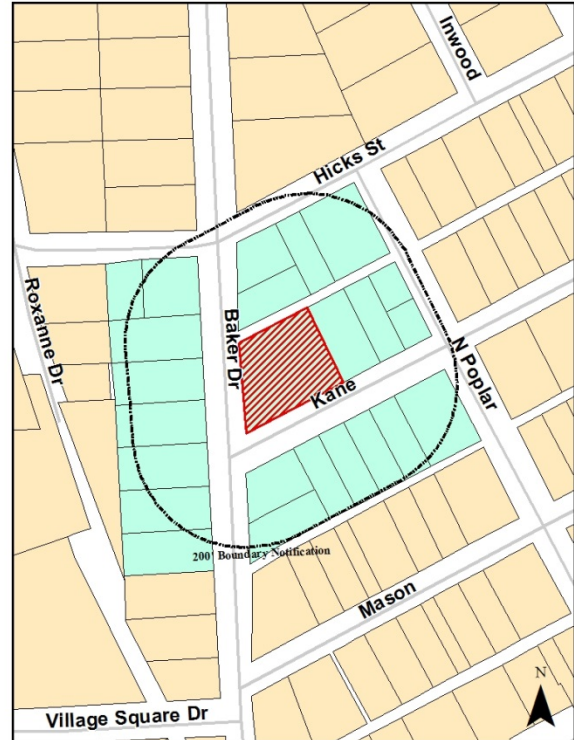
CONTACT: Amelia Lindley, Planner

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

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



**Planning & Zoning Commission
Public Hearing:
Monday, December 10, 2018, 6:00 PM**

**City Council Public Hearing:
*Monday, December 17, 2018, 6:00 PM**

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

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



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name: Harry Byrd (owner of below home)

(please print)

Address: 706 Kane

Signature:

Date: December 5, 2018

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P18-162. (Please state reasons below)**

XXX I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P18-162. (Please state reasons below)**

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

Zoning Case # P18-162

See attached document

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.

Zoning Case P-18-162

The property in question is on the corner of Baker and Kane, just across the street from the Old Town Boundary.

I disagree with approval of this zoning change due to the fact that it doesn't seem to be providing anything toward the spirit of the Old Town Revitalization goal. Additionally, this property is right next door to 706 Kane, a single family home, which I own. My daughter lives there and has two young children. The family next to us has one young child.

If the goal of mixing single-family homes and business for some quaint, nostalgic justification is to have businesses encroaching on the private home, then this change may be achieving that goal.

The stated purpose of the Old Town and Mixed Use District designation, which is not applicable to the property in question, is as follows:

“ The Old Town and Mixed Use District is intended to provide a zoning mechanism for a variety of uses in the original town site and those areas that have a diverse mixture of uses. “

The portion of the regulation that applies in this Case is as follows:

The Old Town and Mixed Use District is also intended for those areas outside the Old Town area that either currently have or are suitable for a mixture of retail, commercial and other nonresidential uses, along with single-family homes and multifamily uses and are designated for such mixed use on the adopted comprehensive plan. Proposed planned mixed-use development may also and is encouraged to utilize a Planned Development District with its flexibility.

The problem is where does this stop. Does this mean that there is a favorability of have every property on Baker Street zoned Old Town and Mixed Use.

There is nothing admirable about the mixture of business and single-family homes. That is what I thought Zoning was all about, separation of homes and businesses. There is nothing pleasing or joyful about living in a neighborhood where you have to have a sign in the yard to tell everyone that your home is private property, please don't walk across the yard, please don't block the mail box, please don't block my driveway, etc. etc.

Bottom line is that I doubt very seriously that any of the zoning commission or the City Council would buy a single family home that was located next door to a business, regardless of the type of business.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

Jarmon Wolfe

(please print)

Address:

504 Kane St.

Tomball, TX 77375

Signature:

J. Wolfe

Date:

12/10/18

I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P18-162. (Please state reasons below)

X

I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P18-162. (Please state reasons below)

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

I am vehemently against the approval of case P18-162. This property has always been used as a single family residence and should remain as such. The encroachment of businesses into residential neighborhoods reduces the availability of homes to families wishing to not live in apartments or trailer homes. The Northern boundary line that was agreed upon with the Downtown Tomball Advisory Committee was Mason Street. Since this area of Tomball has no deed restrictions we rely on the Planning & Zoning Commission to restrict commercial use in this historical residential neighborhood.

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.

Amelia Lindley

From: jeansol@juno.com
Sent: Monday, December 10, 2018 5:46 PM
To: Amelia Lindley
Subject: Zoning variance

I would like to lodge a protest against the rezoning proposed for the property at the north corner of Kane and Baker streets. This slow creeping of commercial zoning is exactly why we voted to have zoning in the first place. I live on Hicks, a mere block away, and I want to see Tomball retain the "home town" feel I have enjoyed since we moved here in 1977. Please don't ruin our neighborhoods--it is what makes Tomball a town to be proud of.

Jean Solomon
607 Hicks
281.351.0667



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

RHONDA SCHIEL

(please print)

Address:

26307 DECKER PRAIRIE RSHL RD.
MAGNOLIA TX 77355

Signature:

Rhonda Schiel

Date:

11/30/18

☒ I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P18-162. (Please state reasons below)**

☐ I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P18-162. (Please state reasons below)**

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

Not needed in this area.

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Public Comment Form

(Please type or use black ink)

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

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name: WARREN D. STRICKLAND
(please print)
Address: 707 HICK STREET
TOMBALL TX 77375
Signature: [Signature]
Date: 11-26-2018

☒

I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P18-162. (Please state reasons below)

☐

I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P18-162. (Please state reasons below)

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

Monday, December 10, 2018 6:00 PM

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

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

Monday, December 17, 2018, 6:00 PM

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

COMMENTS:

Looks Like A Logical Decision

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

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Approve Agreement between City of Tomball and Pelican Reserve Pipeline/Tortuga Operating Company for Pipeline Relocation along the M121W Drainage Channel

Background:

Based on the City's future configuration of the M121W Drainage Channel Improvements, there will be a need for the City to cut and remove portions of three pipelines owned by Pelican Reserve Pipeline/ Tortuga Operating Company.

In order to complete the necessary cut, plug, removal and/or relocation of the pipelines, the City has been provided an agreement from the pipeline owner agreeing that the City may complete the work by contractor at full cost to the City with a representative from Pelican/ Tortuga present.

The City further agrees that all work will be completed in accordance with the construction plans submitted and once work commences the City has six months to complete the identified work based on the plans or pay Pelican Reserve Pipeline/ Tortuga Operating Company \$75,000.00 in liquidated damages in order to have the work completed.

Origination:

City Manager's Office

Recommendation:

Staff recommends executed an agreement between the City of Tomball and Pelican Reserve Pipeline/ Tortuga Operating Company for the Pipeline Relocation along the identified area for improvements to M121W Drainage Channel

Funding:

Yes

Account Number:400-154-6409

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
--	--	-------

ATTACHMENTS:

Agreement

Pipeline relocation maps

September __, 2018

City of Tomball
Public Works Administration
501 James St.,
Tomball, TX 77375

Attn: Mr. David Esquivel, Assistant City Manager

**RE: M121W Channel – Pipeline Relocation Construction Plans
City of Tomball Engineering & Planning Project No. 2003-10005
Gunda Project No. 17001-01
Cut, Plug, Removal & Pipeline Relocation Agreement**

- *Pelican Reserve Pipeline Co./Tortuga Operating Company* operates an inactive 4-inch unknown material petroleum pipeline (Plan Table No. 22) crossing at approx. sta. 17+25 +/-
- *Pelican Reserve Pipeline Co./Tortuga Operating Company* operates an inactive 3.5-inch O.D. unknown material natural gas pipeline (Plan Table No. 29) crossing at approx. sta. 18+45 +/-
- *Pelican Reserve Pipeline Co./Tortuga Operating Company* operates an inactive 6.75-inch O.D. coated steel petroleum pipeline (Plan Table No. 43) crossing at approx. sta. 24+15 +/-
- *Pelican Reserve Pipeline Co./Tortuga Operating Company* operates an inactive 6-inch unknown material petroleum pipeline (Plan Table No. 24) west of the Channel at approx. sta. 16+00 to 19+50 +/-

Dear Mr. Esquivel:

Pelican Reserve Pipeline Co./Tortuga Operating Company operates three pipelines in conflict with the planned M121W Channel, requiring pipeline segments to be removed for:

- Pelican Reserve Pipeline Co./Tortuga Operating Company operates an inactive 4-inch unknown material petroleum pipeline (Plan Table No. 22) crossing at approx. sta. 17+25 +/-
- Pelican Reserve Pipeline Co./Tortuga Operating Company operates an inactive 3.5-inch O.D. unknown material natural gas pipeline (Plan Table No. 29) crossing at approx. sta. 18+45 +/-
- Pelican Reserve Pipeline Co./Tortuga Operating Company operates an inactive 6.75-inch O.D. coated steel petroleum pipeline (Plan Table No. 43) crossing at approx. sta. 24+15 +/-

Pelican Reserve Pipeline Co./Tortuga Operating Company operates one pipeline in the vicinity with the planned M121W Channel, but that is not expected to be in conflict:

- Pelican Reserve Pipeline Co./Tortuga Operating Company operates an inactive 6-inch unknown material petroleum pipeline (Plan Table No. 24) west of the Channel at approx. sta. 16+00 to 19+50 +/-

Specifically, at the locations indicated in the above noted construction plans, Pelican Reserve Pipeline Co. and/or Tortuga Operating Company owns and operates three 3.5 to 6.75-inch pipelines (Identified by the Texas Rail Road Commission as P5 No. 650961/T4 Permit 06739).

Based on the City of Tomball's future configuration of its M121 Channel improvements, there is a need for the City of Tomball to cut and remove a portion of these three pipelines.

Pelican Reserve Pipeline Co./Tortuga Operating Company has no objections and is agreeable to the cutting and removal of a portion of these three pipelines as required by the attached pages from the construction plans, conditioned upon and subject to the acceptance of and adherence to the following conditions by the City of Tomball and its contractor(s), agents and representatives:

- (1) The City of Tomball shall bear all costs associated with the cutting and removal of a portion of the three pipelines as required by the attached pages from the construction plans.
- (2) A representative of Pelican Reserve Pipeline Co./Tortuga Operating Company must have the opportunity to be present and be notified at least forty-eight (48) hours prior to any work (excavation or operation of heavy equipment) at or near the pipelines. Planning, scheduling, and performance of this work is to be coordinated with Pelican Reserve Pipeline Co./Tortuga Operating Company's Representative who is identified below:

<u>Name</u>	<u>Location</u>	<u>Telephone</u>
Peter Turbett	Houston	(713) 680-3600

- (3) Texas Utilities Code, Chapter 251, which is referred to commonly as the Texas One-Call Law, requires that excavators in Texas notify a one-call notification center 48 hours prior to digging. Pelican Reserve Pipeline Co./Tortuga Operating Company also requires that Dig TESS at 1-800-DIG-TESS be contacted before any excavation or construction activity begins.
- (4) The City of Tomball understands and acknowledges that this agreement is being entered by Pelican Reserve Pipeline Co./Tortuga Operating Company specifically predicated upon the City of Tomball's construction plan sheets 5, 9, 10, and 11 attached hereto as "Attachment A". Should these plan sheets require changes, the City of Tomball must submit one set of all revised drawings for review and approval by Pelican Reserve Pipeline Co./Tortuga Operating Company prior to commencing any work.
- (5) The City of Tomball and its contractor(s) agree to limit construction activity, at the above noted Pelican Reserve Pipeline Co./Tortuga Operating Company's pipeline crossings, to typical channel construction, as well as pipeline cutting and removal construction activities, related to the above noted pipelines.

- (6) The City of Tomball and its contractor(s) agree to alter, modify or halt any construction activity which, in the opinion of the onsite inspector for Pelican Reserve Pipeline Co./Tortuga Operating Company threatens or endangers the facilities of Pelican Reserve Pipeline Co./Tortuga Operating Company.
- (7) The City of Tomball and its contractor(s) agree that the construction, maintenance, repair or replacement of facilities shall not impair the operation, maintenance, use or presence of Pelican Reserve Pipeline Co./Tortuga Operating Company existing facilities and its easement areas and that the City of Tomball shall be responsible for any actual costs incurred by Pelican Reserve Pipeline Co./Tortuga Operating Company as a result of any impairment thereto caused by the activities of its employee(s), contractor(s), agents(s), invitee(s) or licensee(s), except to the extent any such loss or impairment is proximately caused by the gross negligence of Pelican Reserve Pipeline Co./Tortuga Operating Company, its employee(s) or designated agent(s).
- (8) Pelican Reserve Pipeline Co./Tortuga Operating Company confirms, to the best of its knowledge, that the lines are inactive.
- (9) The City of Tomball shall install the 8" and 10" steel casings at the depths and locations depicted on Sheet 10 of 22 and shall install the 12" steel casing at the depth and location depicted on Sheet 11 of 22. Should the City of Tomball not install these three steel casings within six (6) months of the City of Tomball, its agents, contractors, and representatives having removed the three pipeline segments, then the City of Tomball shall jointly pay Pelican Reserve Pipeline Co./Tortuga Operating Company \$75,000.00 in liquidated damages. Payment shall be due immediately upon the City of Tomball having failed to comply with this paragraph.

Sincerely,

Peter L. Turbett, President of both
Pelican Reserve Pipeline Co./Tortuga Operating Company

I, David Esquivel, Assistant City Manager, an authorized representative of the City of Tomball clothed with the express authority to accept the terms and conditions of this agreement, hereby accepts the terms and conditions of this agreement, specifically the terms appearing in paragraphs 1 and 9.

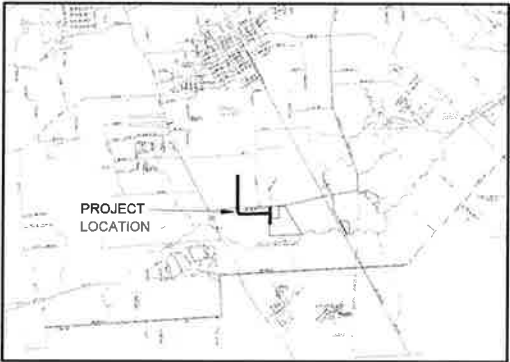
David Esquivel

Attachments

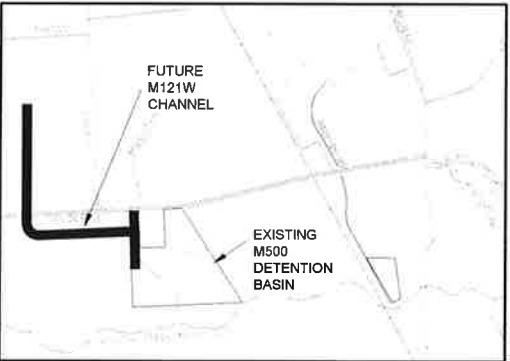
M121W CHANNEL PIPELINE RELOCATION PLANS

CONSTRUCTION DRAWINGS FOR UTILITY CONTACT/CONFLICT PLANS

CITY OF TOMBALL E&P CIP NO. 2003-10005 PROJECT BID NO. 2018-XX

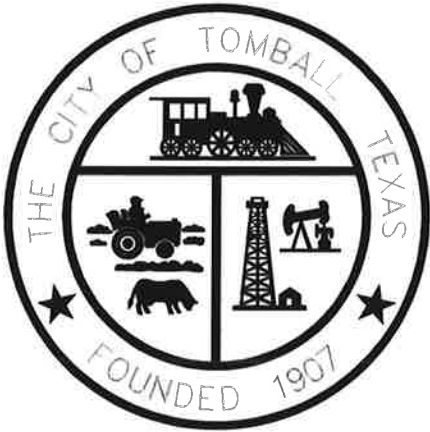


LOCATION MAP



VICINITY MAP

Key Map # 288 U, V



MAYOR
GRETCHEN FAGAN

CITY MANAGER
GEORGE SHACKELFORD

COUNCIL MEMBERS

JOHN F. FORD
POSITION 1

MARK STOLL
POSITION 2

CHAD DEGGS
POSITION 3

DEREK TOWNSEND, SR.
POSITION 4

LORI KLEIN QUINN
POSITION 5
MAYOR PRO-TEM

APPROVED
CITY OF TOMBALL



ISSUED FOR INTERIM
REVIEW ONLY
THIS PLAN IS NOT COMPLETE
AND IS INTENDED FOR
90% REVIEW
PURPOSES ONLY
ENGINEER: DAVID R. CASTELLANO
TX REG. NO. 97308
DATE ISSUED: AUGUST 2018

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	NOTE SHEET
3	OVERALL LAYOUT SHEET
4-8	UTILITY CONTACT/CONFLICT TABLE (5 SHEETS)
9	M500 DETENTION BASIN STA 12+00 TO 17+00
10	M121W CHANNEL STA 17+00 TO 21+00
11	M121W CHANNEL STA 21+00 TO 26+00
12	M121W CHANNEL STA 26+00 TO 31+00
13	M121W CHANNEL STA 31+00 TO 36+00
14	M121W CHANNEL STA 36+00 TO 41+00
15A & 15B	M121W CHANNEL STA 41+00 TO 45+00
16	M121W CHANNEL STA 45+00 TO 49+00
17	M121W CHANNEL STA 49+00 TO 54+00
18	M121W CHANNEL STA 54+00 TO 58+00
19	M121W CHANNEL STA 58+00 TO 64+00
19A	M121 00+00 DETAIL OF PIPELINES ON SHEET 19
20	M121 CHANNEL STA 22+00 TO 27+00
21	SURVEY CONTROL MAP
22A	WATER DETAILS
22B	MISCELLANEOUS DETAILS

City Engineer

DATE

GENERAL CONSTRUCTION NOTES

- CONTRACTOR SHALL CONTACT THE CITY OF TOMBALL A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
- CONTRACTOR SHALL ADEQUATELY PROTECT EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS AND OTHER PERMANENT OBJECTS.
- TREES WITHIN THE STREET RIGHT-OF-WAY SHALL NOT BE REMOVED OR DISTURBED, EXCEPT WHERE CALLED OUT TO BE REMOVED. WHERE TREE ROOTS MUST BE CUT, FOLLOW THE REPAIR METHODS DESCRIBED IN THE SPECIFICATIONS.
- THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER SUCH THAT TRUCKS AND OTHER VEHICLES DO NOT CREATE A DIRT MISTRAKE OR SAFETY HAZARD IN ANY STREETS, PUBLIC OR PRIVATE. CLEAN UP OF STREETS SHALL BE DONE DAILY.
- ANY AREA OF GRASS, WHICH IS DISTURBED OR DUG UP DURING THE CONSTRUCTION, SHALL BE REPLACED WITH ST. AUGUSTINE 300 OR GRASS THAT MATCHES THE GRASS REMOVED. SEE SPECIFICATIONS.
- NO EXCAVATIONS SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT FOR THE INSTALLATION OF MANHOLES, SANITARY SEWER LINES, AND OTHER UTILITIES SHALL BE COVERED WITH STEEL SHEETING, WHEN IN PAVED AREAS, 3/4" PLYWOOD, WOOD PLANKING OR SOME OTHER MATERIAL APPROVED BY THE CITY IN OTHER AREAS. THE EXCAVATION AREA MUST BE WELL PROTECTED WITH TRAFFIC BARRICADES EQUIPPED WITH FLASHING YELLOW LIGHTS.
- ALL EXCAVATION AREAS MUST BE COMPLETELY CORRODED OFF WITH A MINIMUM OF TWO STRANDS OF YELLOW PLASTIC CONSTRUCTION TAPE, ACCEPTABLE TO THE CITY, THE TAPE SHALL BE SUPPORTED WITH ENOUGH INTERMEDIATE SUPPORTS TO AVOID EXCESSIVE SAGGING. THE TAPE MAY BE TIED TO TRAFFIC BARRICADES WITH FLASHING YELLOW LIGHTS AND WOODEN LATH FOR SUPPORT. WHERE EXCAVATIONS EXIST BEYOND THE EXISTING BACK OF CURB OR EDGE OF PAVEMENT, ADEQUATE BARRICADES WITH FLASHING YELLOW LIGHTS SHALL BE INSTALLED TO PROTECT PEDESTRIAN TRAFFIC.
- EXISTING PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS AND LANDSCAPING DAMAGED OR REMOVED DURING CONSTRUCTION BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
- WHEN ANY STREET OR ANY SECTION OF A STREET IS CLOSED, THE CONTRACTOR SHALL FURNISH AND MAINTAIN ADEQUATE BARRICADES, WARNING AND DIRECTING SIGNS, RED FLAGS AND LIGHTS AT THE END OF EACH STREET AND AT ALL INTERSECTIONS ALONG THE STREET WITHIN THE LIMIT OF THE WORK AREA. ALL EXPENSE INCURRED FOR THE ABOVE REQUIREMENTS SHALL BE BORNE BY THE CONTRACTOR. ALL WARNING SIGNS AND BARRICADES SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR TO NOTIFY PROPER AUTHORITIES PRIOR TO ANY STREET OR PARTIAL STREET CLOSING.
- CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS.
- OFF-DUTY UNIFORMED POLICE OFFICER(S) ARE REQUIRED TO DIRECT TRAFFIC WHERE TRAFFIC LANES ARE BLOCKED.
- CONTRACTOR SHALL PROVIDE THE CITY OF TOMBALL ONE SET OF (RECORD) DRAWINGS AS PER SPECIFICATIONS.
- ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE COMPLETED OR DEFINITE, BUT WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION OF ALL EXISTING FACILITIES SHOWN ON DRAWINGS. CONTRACTOR SHALL COORDINATE ALL CONFLICTS WITH THE APPROPRIATE GOVERNING AGENCY.
- THE LOCATION OF SOUTHWESTERN BELL TELEPHONE, CITY OF TOMBALL GAS, CENTERTOWN ENERGY, AND OTHER UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL REQUEST THE EXACT LOCATION OF THESE FACILITIES BY CALLING THE UTILITY COORDINATING COMMITTEE AT PHONE NUMBER 800-686-8344 OR 800-344-8377 AT LEAST 48 HOURS BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO HIS FAILURE TO REQUEST THE LOCATION AND PRESERVATION OF THESE UNDERGROUND FACILITIES. FOR NATURAL GAS CALL CITY OF TOMBALL (281) 351-5484 OR 800-344-8377.
- CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING EXCAVATION, TRENCHING AND SHORING AS SPECIFIED.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE FINAL DRAFT OF STORMWATER MANAGEMENT HANDBOOK FOR CONSTRUCTION ACTIVITIES AS PREPARED BY HARRIS COUNTY/HOFCD, AND IN COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
- EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE ORIGINAL OR BETTER CONDITIONS.
- CONDITION OF THE FACILITIES, UPON COMPLETION OF JOB, SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK. THE CONTRACTOR SHALL RESTORE ALL GRADES AND LANDSCAPING TO PRECONSTRUCTION CONDITIONS AND RE-ESTABLISH TURF AREAS DAMAGED BY THE CONSTRUCTION ACTIVITIES.
- ALL DIMENSIONS SHOWN ARE APPROXIMATE AND NEED TO BE FIELD VERIFIED BY THE CONTRACTOR. HORIZONTAL AND VERTICAL ALIGNMENT CHANGES ARE TO BE APPROVED BY THE CITY.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES AFFECTED BY THIS CONSTRUCTION BY MEANS OF ANCHORED STEEL PLATES, BY BACKFILLING IMMEDIATELY AFTER CONSTRUCTION, AND/OR BY PLACING SHELL OR LIMESTONE SURFACES FOR TEMPORARY DRIVEWAY PURPOSES. CONTRACTOR'S ATTENTION IS DIRECTED TO HS-20 LOAD RATED ACCESS REQUIREMENTS FOR ALL SUCH AREAS.
- ALL EXCESS DIRT FROM EXCAVATION SHALL BE DISPOSED OF OFFSITE BY CONTRACTOR AT NO EXTRA FEE.
- CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS INCLUDING HARRIS COUNTY, TxDOT AND CITY OF TOMBALL.
- CONTRACTOR TO REMOVE ALL TRASH, EXCESS MATERIAL, DEBRIS, ETC. FROM THE SITE UPON COMPLETION OF THE PROJECT PRIOR TO INSPECTION AND APPROVAL BY THE APPROVING AGENCIES.
- TEXAS LAW ARTICLE 1438C, PRIORITIZES ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES, AND FEDERAL REGULATION TITLE 29, PART 1910.100(L) AND PART 1926.444(A)(15) REQUIRE A MINIMUM CLEARANCE OF 10 FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES. WITH CONTRACTORS AND OWNERS BEING LEGALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. IF YOU OR YOUR COMPANY MUST WORK NEAR OVERHEAD POWER LINES, CALL 713-207-7777 FOR THE LINES TO BE DE-ENERGIZED AND/OR MOVED AT YOUR EXPENSE.
- CONTRACTOR SHALL NOTIFY THE UTILITY COORDINATING COMMITTEE AT PHONE NUMBERS 800-686-8344 OR 800-344-8377 AND THE CITY OF TOMBALL AT 281-351-5484 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION TO DETERMINE POSSIBLE CONFLICTS AND VERIFY THAT THE BORING OPERATION AND PIPE INSTALLATION CAN BE ACCOMPLISHED WITHOUT CONFLICTING WITH EXISTING UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR HORIZONTAL AND VERTICAL CONTROL. REFERENCE POINTS AND CONSTRUCTION STAKING IS INCIDENTAL TO THE PROJECT.
- PUBLIC EASEMENTS DENOTED ON THIS PLAN ARE HEREBY DEDICATED TO THE PUBLIC FOREVER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT AT ALL TIMES, OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY OF ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THIS PLAN. NEITHER THE CITY OF TOMBALL NOR ANY PUBLIC UTILITY SHALL BE RESPONSIBLE FOR THE REPLACING OR REIMBURSING THE PROPERTY OWNER DUE TO REMOVAL OR RELOCATION OF ANY OBSTRUCTION ON THE PUBLIC EASEMENTS.
- SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH CHAPTER 70, SECTION 70-35(1), THE COMPREHENSIVE PLAN, ADOPTED DECEMBER 2009, AND THE LIVABLE CENTERS STUDY, ADOPTED SEPTEMBER 2009.

CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT	
GENERAL NOTES	
APPROVED BY COT:	
ENGINEERING & PLANNING DEPARTMENT EFFECTIVE SEPTEMBER 1, 2010	
SHEET 001 OF 001	DWG NO: COT GEN-02

PIPELINE NOTES:

- PIPELINE LOCATIONS BASED ON UTILITY REPORTS AND RECORD MAPS; CONTRACTOR TO FIELD LOCATE & VERIFY INDIVIDUAL PIPELINES WITH CITY OF TOMBALL & PIPELINE FIELD REPRESENTATIVES BEFORE CUT, PLUG, REMOVAL OR RELOCATION PROCEDURES.
- CONTRACTOR TO CONFIRM UNCLAIMED/UNKNOWN PIPELINES ARE ABANDONED PRIOR TO REMOVAL.
- AFTER ABANDONED LINES ARE REMOVED CONTRACTOR TO MAINTAIN 4' SEPARATION FROM PROPOSED AND EXISTING LINES DURING CONSTRUCTION.
- SEE UTILITY CONTACT/ CONFLICT TABLES FOR PIPELINE INFORMATION
- CONTRACTOR REMOVAL & DISPOSAL OF RESIDUAL PRODUCTS, PIPES OR OTHER MATERIALS MUST FOLLOW STATE OF TEXAS AND TOEC REQUIREMENTS FOR REMOVAL HAULING AND DISPOSAL.
- IN ACCORDANCE WITH LAW, CONSTRUCTORS MUST CONTACT THE APPROPRIATE ONE CALL SYSTEM(S) PRIOR TO WORK AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- CROSSING AGREEMENTS ARE REQUIRED TO CROSS THE PELICAN RESERVE PIPELINE COMPANY, TANDEM ENERGY CORPORATION OR EXXONMOBIL PIPELINE COMPANY (EMPCO) PIPELINE EASEMENTS/PIPELINE.
- NO WORK MAY COMMENCE IN OR AROUND PIPELINE RIGHT OF WAY UNTIL THE PIPELINE REPRESENTATIVE HAS AUTHORIZED IT TO BEGIN. NOTICE OF DESIRED WORK START DATE SHOULD BE GIVEN TO PIPELINE REPRESENTATIVE A MINIMUM OF 72 HOURS IN ADVANCE.
- THE CONSTRUCTOR SHALL ASSUME FULL LIABILITY FOR ANY DAMAGES TO PIPELINE FACILITIES DUE TO CONSTRUCTION /EXCAVATION ACTIVITIES.
- BE ADVISED THAT SOME PIPELINES ARE CATHODICALLY PROTECTED AND MAY HAVE AN EFFECT ON UTILITY LINES THAT ARE MADE OF ELECTRICALLY CONDUCTIVE MATERIAL.
- EXCAVATION TO INITIALLY EXPOSE THE PIPELINE SHALL BE PARALLEL WITH THE PIPELINE.
- NO EXCAVATIONS SHALL BE MADE ON LAND ADJACENT TO A PIPELINE THAT WILL IN ANYWAY IMPAIR OR WITHDRAW THE LATERAL SUPPORT AND CAUSE ANY SUBSIDENCE OR DAMAGE TO THE PIPELINE.
- PERMANENT ABOVEGROUND MARKERS IDENTIFYING THE CROSSING PIPELINE OR UTILITY SHALL BE INSTALLED AND MAINTAINED AT THE LIMITS OF THE RIGHT OF WAY AND/OR AT THE CROSSING.
- LICENSED ASBESTOS REMEDIATION REQUIRED FOR DEMOLITION AND REMOVAL OF ASBESTOS COATED PIPE. "

Pipeline Contacts:

Pelican Reserve Pipeline Company
Pete Turbett ext. 5
Brandy Pugh
John Hine
7412 Shadyvilla Ln
Houston, TX 77055
713-680-3600 Office

Tandem Energy Corporation
Ruben Colchado: RubenC@platenergy.com
EMAIL:RubenC@platenergy.com
Bill Baker: (713) 249-5875 (Cell), (281) 351-5840
(Business), Email: billb@platenergy.com
EMAIL:billb@platenergy.com
2700 Post Oak Blvd #1000
Houston, TX 77056
713-364-7822 Office

ExxonMobil Pipeline Company (EMPCo)
TL.Marsh
ExxonMobil Building, 800 Bell St #673h
Houston, TX 77002
832-624-7937 Office, 281-253-9207 (William Scheib, from
One Call email)
1-800-537-5200 (Field visit)

Bradley Karasek
Right of Way & Claims Agent
ExxonMobil Pipeline Company
22777 Springwoods Village Parkway
E3.5A.556
Spring, Texas 77389
Office - 832-624-1365
Main - (281) 922-2024

Texas Petroleum Investment Co.
Bruce Sallee
Victor Rahmanian
5850 San Felipe St #250
Houston, TX 77057
713-789-9225 Office

ISSUED FOR INTERIM REVIEW ONLY THIS PLAN IS NOT COMPLETE AND IS INTENDED FOR 90% REVIEW PURPOSES ONLY ENGINEER: DAVID R. CASTELLANO TX REG. NO. 97308 DATE ISSUED: JULY 2018	
QUALITY CONTROL DATE	APPROVED DATE
 10 MINUTES FROM LINES TURNED OFF BY MOBILE CALL EXPERIMENT AT 11:00-11:05 NOTICE: For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that all underground lines can be marked. This verification does not allow you to dig until 48 hours before you dig.	
VERIFICATION OF PRIVATE UTILITY LINES	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Signature: _____ Date: _____	
CITY OF TOMBALL M121W CHANNEL & M500 DETENTION BASIN UTILITY PLANS NOTE SHEET	
HORIZ: _____ VERT: _____	
SHEET No. 2 OF 22	1500B-00



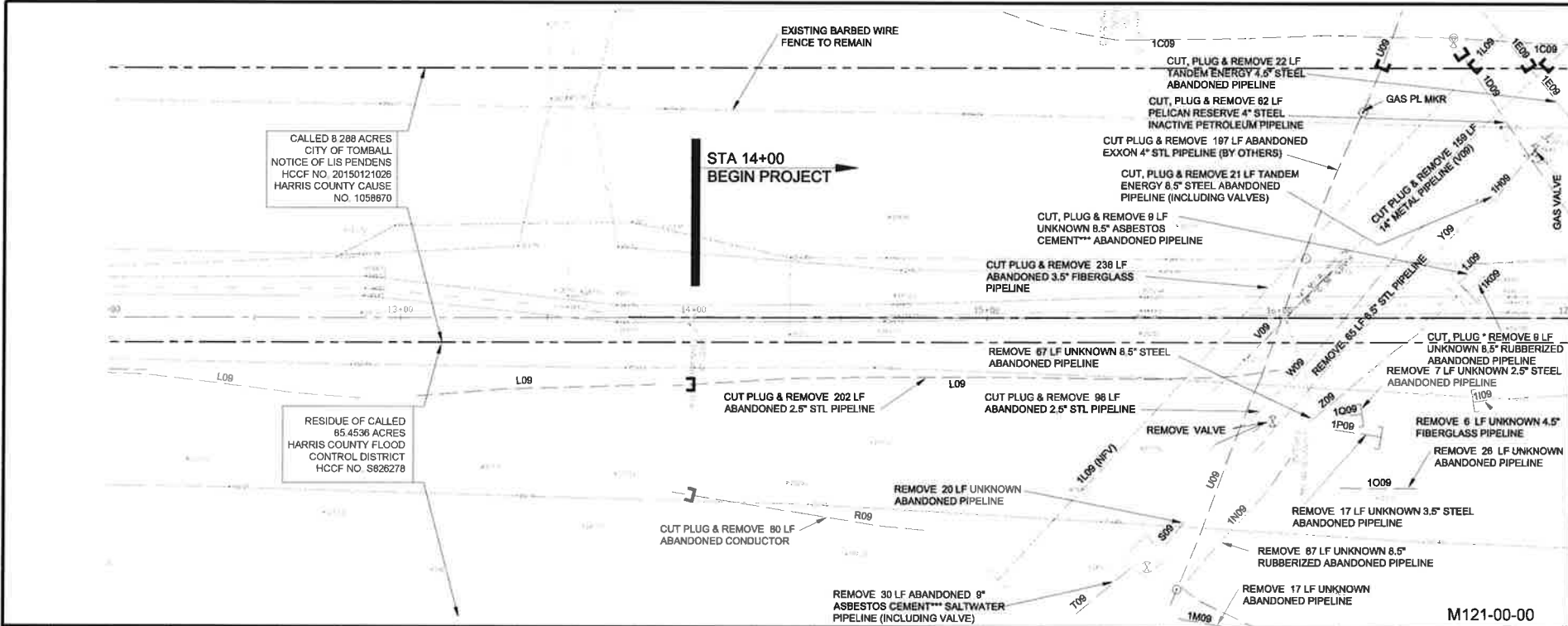
LEGEND

Pelican Reserve Pipeline (Company Tortuga)	Easton/Mobil Pipeline Company
Tandem Energy Corporation	Texas Petroleum Investments Co.
City of Tomball	Centerpoint Energy
AA29 - 2009 Utility Report	Private
AA12 - 2012 Utility Report	*** See Arbesee Removal Note
ACTIVE	Abandoned

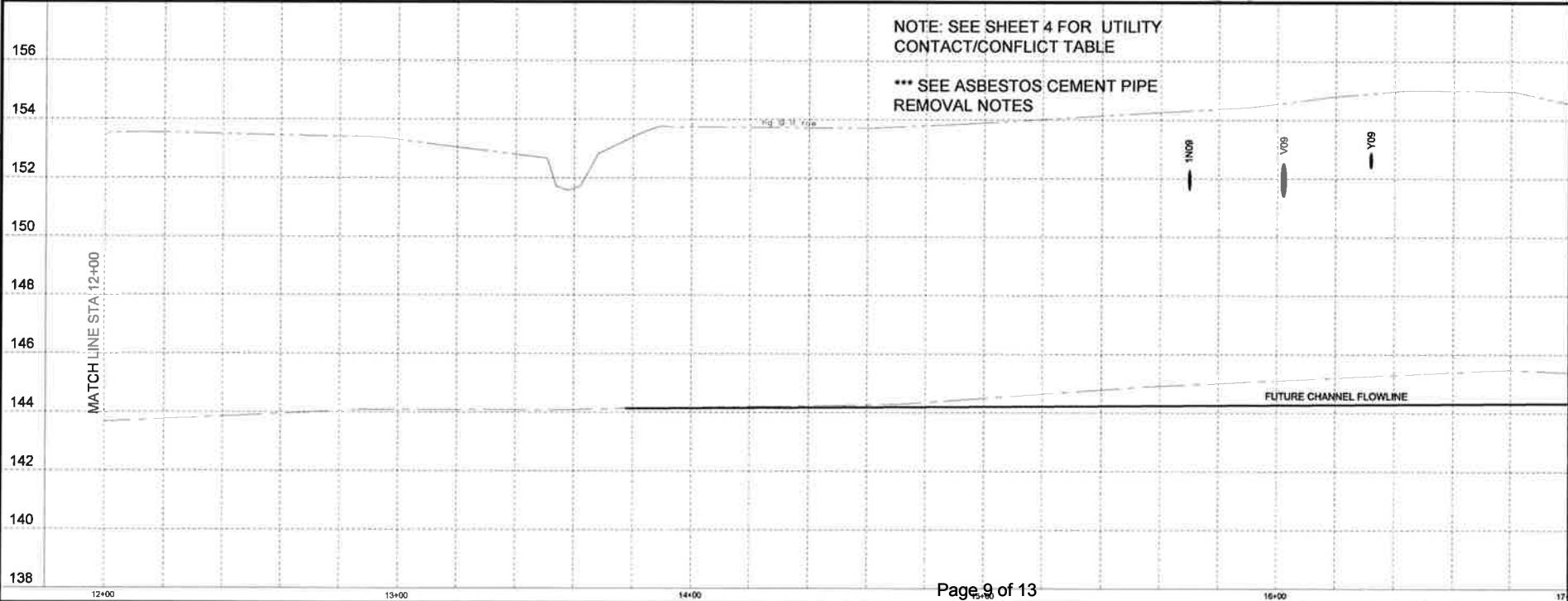
	Pipeline Refinement Schedule:	
	Start Date	Com. Date
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VERIFICATION OF PRIVATE UTILITY LINES

CITY OF TOMBALL M121W CHANNEL & M500 DETENTION BASIN UTILITY PLANS UTILITY CONTACT/ CONFLICT TABLE SHEET 2 OF 5	
HORIZ : VERT :	
SHEET No: 5 OF 22	



MATCH LINE STA 17+00
SEE SHEET 10



MATCH LINE STA 17+00

BENCHMARK
PROJECT BENCHMARK IS HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 12008, BEING A BRASS DISK EMBEDDED 12 INCHES BELOW THE SURFACE OF THE GROUND ON THE EAST SIDE OF S.W. 1/4 OF SECTION 36, T12N, R12E, S12E, APPROXIMATELY 1/4 MILE SOUTH OF ITS INTERSECTION WITH HOLDRETH ROAD. ELEVATION = 101.15 (JANUARY 2001 ADJUSTED).

TEMPORARY BENCHMARK "A"
TEMPORARY BENCHMARK "A" IS A SQUARE CUT ON TOP OF A DRAINAGE FLUME AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTHWEST RIVER DRIVE AND THESE LANE, APPROXIMATELY 27 FEET WEST OF THE WEST EDGE OF PAVEMENT OF SOUTHWEST RIVER DRIVE AND APPROXIMATELY 25 FEET SOUTH OF THE SOUTH EDGE OF THESE LANE. ELEVATION = 101.15.

TEMPORARY BENCHMARK "B"
TEMPORARY BENCHMARK "B" IS A SQUARE CUT ON THE EAST CONCRETE DRAINAGE STRUCTURE, APPROXIMATELY 15 FEET SOUTH OF THE SOUTH EDGE OF THESE LANE, APPROXIMATELY 15 FEET WEST OF THE EAST OF S.W. 1/4 OF SECTION 36, T12N, R12E, S12E, APPROXIMATELY 15 FEET SOUTH OF THE SOUTH EDGE OF THESE LANE. ELEVATION = 101.15.

TEMPORARY BENCHMARK "C"
TEMPORARY BENCHMARK "C" IS A SQUARE CUT ON TOP OF A 30 INCH DRAINAGE ON THE NORTH SIDE OF HOLDRETH ROAD, ON THE WEST SIDE OF THE SANITARY ENTRANCE TO THE TOWNHOMES AT TOMBALL APARTMENTS LOCATED AT 1200 SOUTH COUNTRY CLUB, TOMBALL, TX, DIRECTLY ADJACENT FROM THE CITY OF TOMBALL SOUTH WASTEWATER TREATMENT PLANT LOCATED AT 12015 HOLDRETH ROAD, APPROXIMATELY 12 FEET NORTH OF THE NORTH EDGE OF PAVEMENT OF HOLDRETH ROAD. ELEVATION = 102.31.

No.	Date	Revisions	By

ISSUED FOR INTERIM REVIEW ONLY
THIS PLAN IS NOT COMPLETE AND IS INTENDED FOR 90% REVIEW PURPOSES ONLY
ENGINEER: DAVID R. CASTELLANO
TX REG. NO. 97308
DATE ISSUED: AUGUST 2018

DATE	APPROVED

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTER/STATION AT 713.267.8889

NOTICE:
For your safety, you are required to leave the site at least 48 hours before you can start underground work or any other work. This modification does not allow your company to call 911.

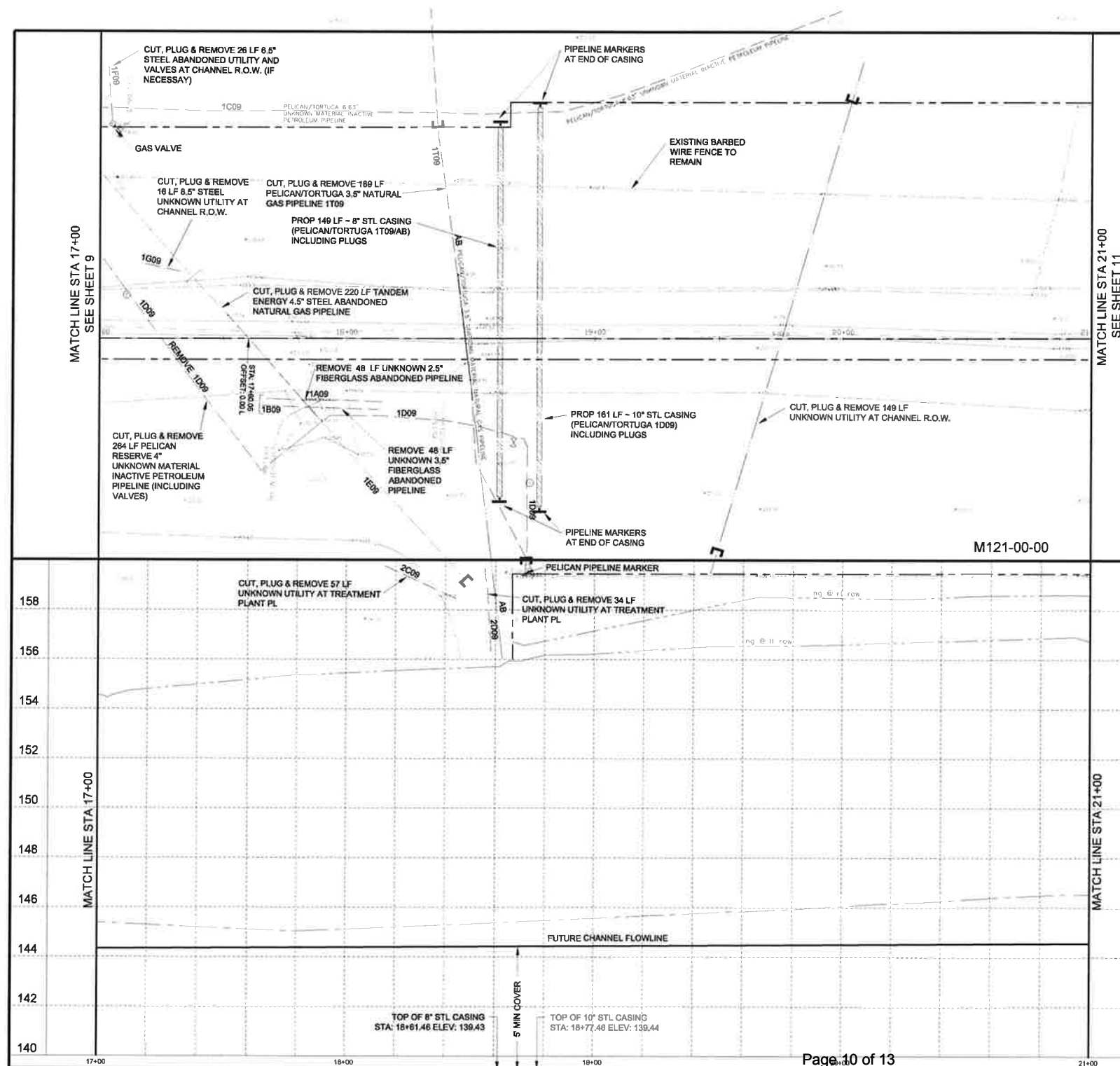
VERIFICATION OF PRIVATE UTILITY LINES

CITY OF TOMBALL
M121W CHANNEL & M500 DETENTION BASIN UTILITY PLANS
M121-00-00
STA 12+00 TO 17+00

HORIZ: 1"=20'
VERT: 1"=2'

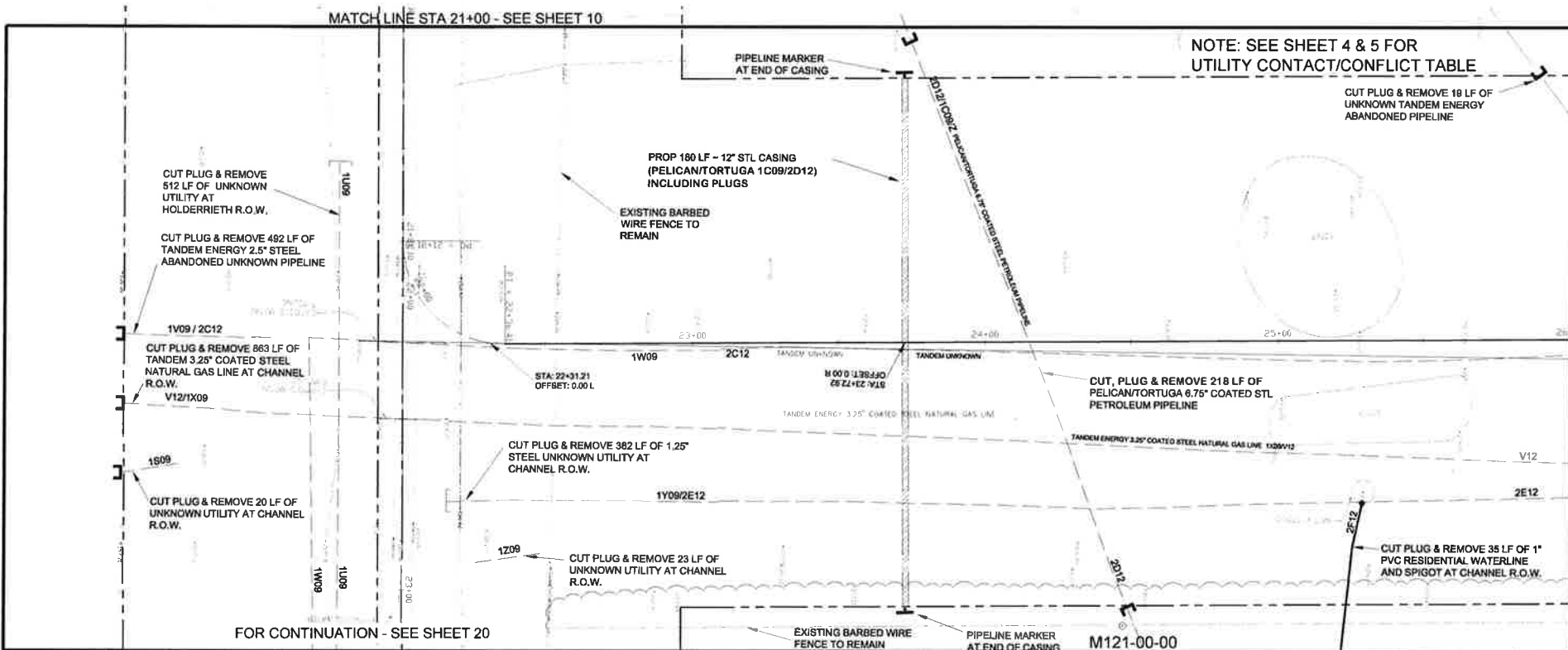
SHEET No. 9 of 22

DATE: 10/20/2018 10:00 AM



NOTE: SEE SHEET 4 FOR UTILITY
CONTACT/CONFLICT TABLE

BENCHMARK _____ PUBLISHED ELEVATION = 161.13 PROJECT BENCHMARK IS HAWKEY COUNTY FLOODPLAIN REFERENCE MARK MLL 13226. REMAIN BRASS IRON STAMPED "10306 REEST 2012" FOUND ON THE EAST SIDE OF R/L. AND BEHIND CROWN YELLOW CREEK APPROXIMATELY 300' SOUTHWEST OF ITS INTERSECTION WITH HOLDENBRETTH ROAD. ELEVATION = 161.13 (NAD83, 2011 ADJUSTED)	
TEMPORARY BENCHMARK "A" TEMPORARY BENCHMARK "A" IS A SQUARE CUT ON TOP OF A DRAINAGE FLUME AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTHWEST PINE STREET AND 17600 LANE APPROXIMATELY 70 FEET WEST OF THE WEST EDGE OF ALIGNMENT OF SOUTHWEST PINE STREET AND APPROXIMATELY 25 FEET SOUTH OF THE SOUTH EDGE OF THESS LAKE. ELEVATION = 170.33	
TEMPORARY BENCHMARK "B" TEMPORARY BENCHMARK "B" IS A SQUARE CUT IN THE EAST CONCRETE DRAINAGE STRUCTURE CENTRIES WITHIN WEST LANE, 166 FEET SOUTH OF THE NORTH EDGE OF SAG DRAINAGE STRUCTURE, AT A POINT OF VERTICAL INCLINATION. ELEVATION = 161.37	
TEMPORARY BENCHMARK "C" TEMPORARY BENCHMARK "C" IS A SQUARE CUT ON TOP OF A 30" DIAM. CULVERT ON THE NORTH EDGE OF HOLDENBRETTH ROAD, ON THE WEST SIDE OF THE EASTERSMONT ENTRANCE TO THE HOMEOWNERS ASSOCIATION APARTMENTS LOCATED AT 2627 SOUTH CIRCLE, TOMBALL, TEXAS, DIRECTLY ACROSS FROM THE CITY OF TOMBALL SOUTH WASTEWATER TREATMENT PLANT LOCATED AT 12313 HOLDENBRETTH ROAD, APPROXIMATELY 12 FEET NORTH OF THE NORTH EDGE OF PAVEMENT OF HOLDENBRETTH ROAD. ELEVATION = 120.31	
 1 inch = 20 feet GRAPHIC SCALE	
ISSUED FOR INTERIM REVIEW ONLY THIS PLAN IS NOT COMPLETE AND IS INTENDED FOR 90% REVIEW PURPOSES ONLY. ENGINEER: DAVID R. CASTELLANO TX REG. NO. 97208 DATE ISSUED: AUGUST 2018	
QUALITY CONTROL _____ DATE _____	AP PROVED _____ DATE _____
 GUNDA ENGINEERING & CONSTRUCTION 10000 N. FARM ROAD, SUITE 100, HOUSTON, TX 77036 713.462.1234	
TO ARRANGE FOR LINES TO BE TURNED OFF ON WORKED GULF OVERCROPP AT 10:30 AM	
NOTICE:	
For your safety, you are required by 16c L.A. Sec. 65811.11 to wait 48 hours before you dig so that underground utilities can be located. This notification must be filed with your application to call 811.	
VERIFICATION OF PRIVATE UTILITY LINES	
Approved by: <u>Thomas M. HARRIS</u> (Seal and Stamp Required) (City Engineer or other person authorized to verify and certify on design.) Signature must be original. _____ _____	
CITY OF TOMBALL	
M121W CHANNEL & M500 DETENTION BASIN UTILITY PLANS	
M121-00-00	
STA 17+00 TO 21+00	
HORIZ: 1"=20' VERT: 1"=2'	
SHEET No. 10 OF 22	
JOB NO. _____	1500B.00



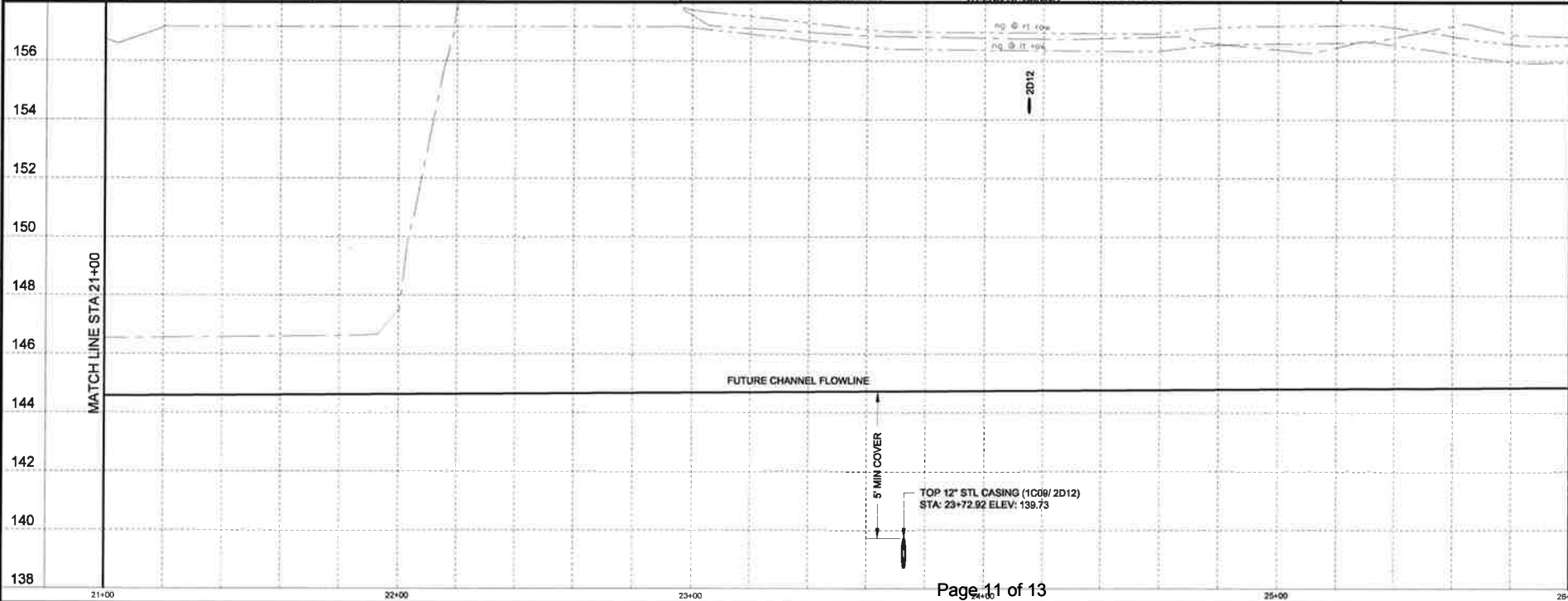
NOTE: SEE SHEET 4 & 5 FOR UTILITY CONTACT/CONFLICT TABLE

BENCHMARK
PROJECT BENCHMARK IS HAYES COUNTY FLOODPLAIN REFERENCE MARK NO. 13086, BEING A BRASS DISK STAMPED "13086" SET 20" FIRM ON THE EAST SIDE OF S.H. 148 WIDE OVER YELLOW OAKS APPROXIMATELY 14 FEET SOUTH OF ITS INTERSECTION WITH HOLDERRIETH ROAD. ELEVATION = 181.13 (NAD83, 300' ADJUSTED)

TEMPORARY BENCHMARK "A"
TEMPORARY BENCHMARK "A" IS A SQUARE CUT ON TOP OF A DRAINAGE FLUME AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SCOTCH PINE STREET AND THESE LANE APPROXIMATELY 27 FEET WEST OF THE WEST EDGE OF PAVEMENT OF SCOTCH PINE STREET AND APPROXIMATELY 25 FEET SOUTH OF THE SOUTH EDGE OF THESE LANE. ELEVATION = 170.5

TEMPORARY BENCHMARK "B"
TEMPORARY BENCHMARK "B" IS A SQUARE CUT ON THE EAST CONCRETE DRAINAGE STRUCTURE CONTAINED WITHIN WEST CHANNEL, 810+24.00, APPROXIMATELY 160 FEET SOUTH OF THE CENTERLINE OF THESE LANE, 16 FEET SOUTH OF THE NORTH EDGE OF BAD DRAINAGE STRUCTURE, 19 FEET WEST OF THE EAST OF BAD DRAINAGE STRUCTURE, AT A POINT OF VERTICAL INFLECTION. ELEVATION = 18.67

TEMPORARY BENCHMARK "C"
TEMPORARY BENCHMARK "C" IS A SQUARE CUT ON TOP OF A 30" BOX CULVERT ON THE NORTH SIDE OF HOLDERRIETH ROAD, ON THE WEST SIDE OF THE EASTERNMOST ENTRANCE TO THE HOMEWORK AT TOMBALL APARTMENTS LOCATED AT 2825 NORTH CHEROKEE ST., TOMBALL, TX, DIRECTLY ACROSS FROM THE CITY OF TOMBALL SOUTH WASTEWATER TREATMENT PLANT LOCATED AT 6203 HOLDERRIETH ROAD, APPROXIMATELY 137 FEET NORTH OF THE NORTH EDGE OF PAVEMENT OF HOLDERRIETH ROAD. ELEVATION = 187.31



ISSUED FOR INTERIM REVIEW ONLY
THIS PLAN IS NOT COMPLETE AND IS INTENDED FOR 90% REVIEW PURPOSES ONLY
ENGINEER: DAVID R. CASTELLANO
TX REG. NO. 97368
DATE ISSUED: AUGUST 2018

QUALITY CONTROL	APPROVED
DATE	DATE

GUNDA CORPORATION
Professional Engineer
10000 Katy Freeway, Suite 1000
Houston, Texas 77058
Tel: 281.466.1111
Fax: 281.466.1112
www.gundacorp.com

NOTICE:
TO AVOID ANY LINES TO BE TURNED OFF OR MOVED, CALL GUNDA AT 281.466.1111

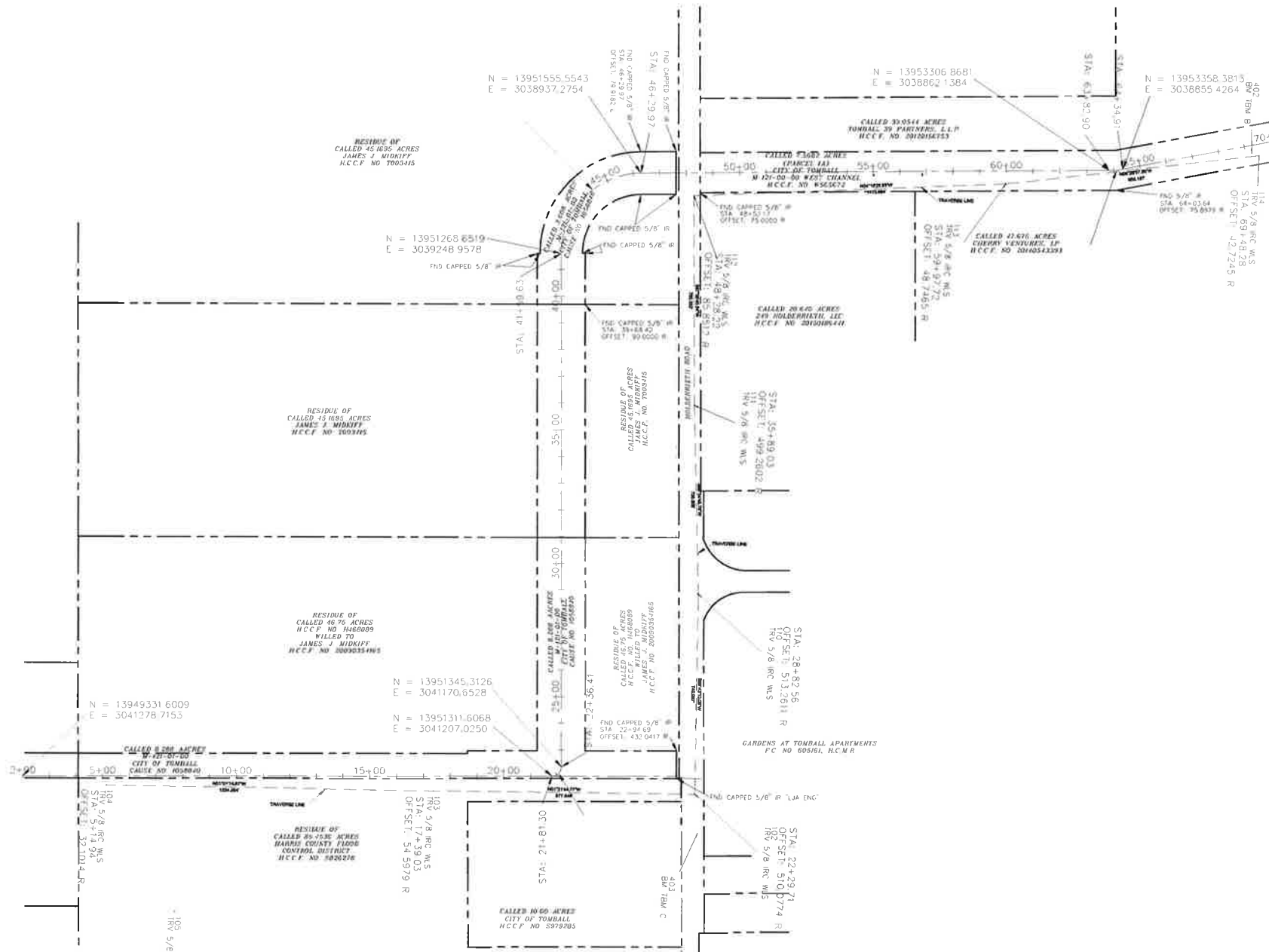
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground lines can be marked. This notification does not allow you to dig without calling 811.

VERIFICATION OF PRIVATE UTILITY LINES

City of Tomball
M121W Channel & M500 Detention Basin Utility Plans
M121-00-00
STA 21+00 TO 26+00

HORZ: 1"=20'
VERT: 1"=2'

SHEET No: 11 of 22



BENCHMARK

PUBLISHED ELEVATION: -101.15

PROJECT BENCHMARK B HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 12005, BEHOLD A BRASS DISK (STAMPED "2005" RESET ON TOP) FOUND ON THE EAST SIDE OF 5th AVE. BRIDGE OVER YELLOW CREEK APPROXIMATELY 1/4 MILE SOUTH OF ITS INTERSECTION WITH HOLLYBETH ROAD. ELEVATION = 101.13 (PAVING, 2001 ADJUSTED)

TEMPORARY BENCHMARK "A"

TEMPORARY BENCHMARK "A" IS A SQUARE CUT ON TOP OF A DRAINAGE FLUME AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH PINE STREET AND THIRDS LANE APPROXIMATELY 27 FEET WEST OF THE WEST EDGE OF PAVEMENT OF SOUTH PINE STREET AND APPROXIMATELY 25 FEET SOUTH OF THE SOUTH EDGE OF THIRDS LANE. ELEVATION = 101.03

TEMPORARY BENCHMARK "B"

TEMPORARY BENCHMARK "B" IS A SQUARE CUT ON THE EAST CONCRETE DRAINAGE STRUCTURE CENTERED WITHIN WEST CHANNEL, ON 12th AVE. APPROXIMATELY 100 FEET SOUTH OF THE CENTERLINE OF THIRDS LANE, 10 FEET SOUTH OF THE NORTH EDGE OF ROAD DRAINAGE STRUCTURE, 10 FEET WEST OF THE EAST EDGE OF ROAD DRAINAGE STRUCTURE, AT A POINT OF VERTICAL INCLINATION. ELEVATION = 101.07

TEMPORARY BENCHMARK "C"

TEMPORARY BENCHMARK "C" IS A SQUARE CUT ON TOP OF A 27 BOX CULVERT ON THE NORTH SIDE OF HOLLYBETH ROAD, ON THE WEST SIDE OF THE ELEVATION MOUNTAIN. DISTANCE TO THE HOMEWORK AT TOMBALL APARTMENTS LOCATED AT 200 SOUTH CHERRY ST., TOMBALL, TX, CURRENTLY ACROSS FROM THE CITY OF TOMBALL SOUTH WASTEWATER TREATMENT PLANT LOCATED AT 1201 HOLLYBETH ROAD, APPROXIMATELY 1/2 MILE NORTH OF THE NORTH EDGE OF PAVEMENT OF HOLLYBETH ROAD. ELEVATION = 101.21

1 inch = 200 ft

GRAPHIC SCALE

NO.	DATE	REVISION	BY
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ISSUED FOR INTERIM REVIEW ONLY

THIS PLAN IS NOT COMPLETE AND IS INTENDED FOR 90% REVIEW PURPOSES ONLY

ENGINEER: DAVID R. CASTELLANO

TX REG. NO. 97308

DATE ISSUED: AUGUST 2018

QUALITY CONTROL	APPROVED
DATE	DATE
10 WORKSHEET FOR LINES TO BE TURNED OFF OR ADJUSTED CALL NUMBERED AT 1100000000	
NOTICE:	
For your safety, use of this plan is restricted to the lines shown for use only. It is not to be used for any other purpose. This restriction may not apply to your situation. Use at your own risk.	
VERIFICATION OF PRIVATE UTILITY LINES	
NAME	
DATE	
SIGNATURE	
DATE	

CITY OF TOMBALL

M121W CHANNEL & M500 DETENTION BASIN UTILITY PLANS

SURVEY CONTROL MAP

HORZ:	VERT:
DATE	DATE
NO.	NO.
21	22

150000.00

Page 198 of 227

Page 12 of 13

1. MERRIAM COVER ON ALL CASING PIPE AND CARRIER PIPE WITHIN ALL ROAD RIGHT-OF-WAYS SHALL BE A MINIMUM OF 30" AT THE LOWEST POINT OF THE CROSSING (TYPICALLY AT CENTERLINE OF HIGHWAY DRIVE).

2. LENGTH OF THE BORES WERE FOR EACH HIGHWAY CROSSING AND SHALL BE IN ACCORDANCE WITH THE APPLICABLE PLAN SHEETS.

3. PIPELINE AND INSTALL CASING SPACERS/INSULATORS ON ALL CARRIER PIPE INSIDE CASING. THE CASING INSULATORS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS, SPECIFICATIONS, INSTALLATION, AND TESTING OF THE CASING PIPE.

4. THE REQUIREMENTS, SPECIFICATIONS, INSTALLATION, AND TESTING OF THE CASING PIPE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS, SPECIFICATIONS, INSTALLATION, AND TESTING OF THE CASING PIPE.

5. VENT PIPES SHALL BE 2" DIAMETER, SCHEDULE 40 HOT DIPPED GALVANIZED STEEL PIPE. PROVIDE AND INSTALL A 2" GOOSENECK WITH STAINLESS STEEL SCREEN ON VENT PIPES.

6. LOCATE WIRE TO BE CONNECTED TO STEEL CASING, TO CARRIER PIPE, AND CONNECTED TO THE VENT PIPE ABOVE GROUND.

NOT TO SCALE
CITY OF TOMBALL
ENGINEERING & SURVEYING
7101 E. I-10
HOUSTON, TEXAS 77061
TEL: 281-291-1111
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WWW.CITYOF-TOMBALL.COM
CITY OF TOMBALL
ENGINEERING & SURVEYING
7101 E. I-10
HOUSTON, TEXAS 77061
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FURNISH AND INSTALL CASING
CAP AS MANUFACTURED BY
T.D. WILLIAMSON "U" SEAL,
P.S.I. INC. MODEL C OR
EQUAL

1. LENGTH OF ENCASEMENT SHALL BE AS SHOWN ON THE PLAN & PROFILE DRAWINGS.
2. LAY CASING PIPE IN OPEN CUT, TUNNEL OR BORE, AS NOTED ON PLAN & PROFILE DRAWINGS.
3. SEE SPECIFICATIONS FOR APPROPRIATE MODEL ACCORDING TO PIPE DIAMETER.



1. ALL TUNNELS IN PPCM AREA ARE TO BE GROUTED

CASING DETAIL

Page 199 of 227

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Approve the Consent to Assignment between Zion Road Properties, LLC and Continental Land Acquisitions, LLC, of the Development Agreement dated May 3, 2010 between the City of Tomball and Zion Road Properties, LLC to Finance Public Improvement District Number Three (Reserve at Spring Lake)

Background:

The Development Agreement between the City of Tomball and Zion Road Properties, LLC was executed May 3, 2010 to finance PID 3 improvements.

Under the Development Agreement, the City collects the annual assessment payments at the same time as property taxes (or provides for the collection of the assessment through the Harris County tax office) and then conveys the assessment revenue to the developer annually as a reimbursement for the infrastructure costs detailed in the agreement.

The developer, Bob Allen, is requesting that there be an assignment of the rights of obligations of Zion Road Properties to a new entity, Continental Land Acquisitions, which is allowable under the agreement subject to the City's consent.

Origination:

Bob Allen, Zion Road Properties, LLC

Recommendation:

Staff recommends approval of the assignment.

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

Doris Speer, City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Proposed Consent to Assignment of Development Agreement
Original Development Agreement - PID 3
PID Primer

CONSENT TO ASSIGNMENT

WHEREAS, the City of Tomball (the "City") and Zion Road Properties, LLC (the "Developer") executed a Development Agreement dated May 3, 2010 (the "Agreement") to finance Public Improvement District Number Three (the "PID") improvements; and

WHEREAS, pursuant to Article 7, paragraph 7.07 of the Agreement, all parties must consent to any assignment of a party's rights and obligations under the Agreement; and

Whereas, the Developer and Continental Land Acquisitions, LLC, a Delaware limited liability company ("Continental") are parties to a certain Purchase and Sale Agreement dated September 14, 2015 (the "Contract") for the purchase of certain properties located within the PID and certain rights and obligations under the PID Agreement upon consummation of the Contract; it is, therefore, acknowledged and agreed by the City and Developer as follows:

1. Upon the sale of the property pursuant to the Contract by Continental which shall occur on or before January 31, 2019, the City and Developer acknowledge and consent to the assignment of rights and obligations by Developer to Continental in regard to such interest assigned.
2. Upon assignment, Continental shall be entitled to participate in the Development Agreement in accordance with its terms and conditions.

In Witness Whereof, the parties hereto have caused this Consent to Assignment to be
duly executed as of _____, 2018.

CITY OF TOMBALL, TEXAS

By: _____
Name: _____
Title: _____

ZION ROAD PROPERTIES, LLC

ROBERT M. ALLEN, Manager

PREFERRED BANK,
a federal savings and loan association
11757 Katy Freeway, Suite 100
Houston, Texas 77079

April 6, 2017

City of Tomball Public Improvement
District Number Three
City of Tomball
c/o City Manager
401 Market Street
Tomball, Texas 77375

Re: Development Agreement (the "**Development Agreement**") dated May 3, 2010, by and between CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER THREE (the "**District**") and ZION ROAD PROPERTIES, LLC, a Texas limited liability company ("**Borrower**")

Gentlemen:

Please be advised that Borrower, referred to as "**Developer**" under the Development Agreement, has certain rights, titles and interests under the Development Agreement. Borrower has collaterally assigned all of its rights, titles and interests in and to such rights arising under the Development Agreement to our Bank as additional security for the payment and performance of certain liabilities, obligations and indebtedness owing by Borrower to us.

In connection with such assignment, we have the right to notify you to make all future distributions due Borrower directly to us. Therefore, you are hereby directed to make all future distributions due to Borrower under the Development Agreement directly to us, at the above address, to the attention of the undersigned, Donald J. Najvar.

All capitalized terms used herein not defined herein have the meaning ascribed to them in the Development Agreement.

We additionally request that you confirm the following information concerning the Development Agreement and the Borrower's interest therein (such confirmation to be evidenced by your execution of a copy of this letter, however, if you cannot confirm any of the following information, please advise us immediately):

1. A true, correct and complete copy of the Development Agreement and all exhibits are attached hereto.
2. The Development Agreement has not been modified or amended.

3. You have not previously received any notice of assignment by Borrower of its rights under the Development Agreement.
4. The District is not aware of any default under the Development Agreement by any party thereto.
5. The District presently has no defense to any obligation it has under the Development Agreement.
6. The provisions for Repayment of the Developer Advances set forth in Section 5.02 of the Development Agreement have not been modified or amended.

In addition to confirming the foregoing information, we ask that you agree, by executing a copy of this letter in the space provided below, that:

1. You will notify the undersigned of any modification of, or attempt to modify, the Development Agreement;
2. You will comply with any future instructions you receive from us, whether or not those instructions or orders are consented to by Borrower, relating to the Borrower's interest in the Development Agreement;
3. These instructions cannot be modified or amended, except by written instruments joined in by us;
4. The undersigned individual signing for and on behalf of the District has been duly authorized to act on behalf of the District in acknowledging and consenting to this letter.
5. The District make all Repayments of the Developer Advances directly to us (and not Borrower), until the District receives a letter from us to the contrary, or unless the District has been notified of a dispute regarding disbursement of the Repayments of the Developer Advances.

This notice is joined herein by Borrower to acknowledge Borrower's consent hereto and to represent Borrower's agreement with the provisions hereof. Borrower also joins herein for the purpose of acknowledging that the District may comply with any future instructions or orders that the District receives from the Bank concerning Borrower's interest in the Development Agreement without the necessity that those future instructions or orders be consented to by Borrower.

City of Tomball Public Improvement
District Number Three
April 6, 2017
Page 3

Please acknowledge your receipt of this letter, and evidence your confirmation of the above-referenced matters by executing a copy of this letter in the space provided below and by returning such copy to the undersigned immediately at the address set forth herein.

Thank you for your cooperation.

Very truly yours,

PREFERRED BANK

By: 

Name: Tracy Anderson

Title: CEO

ACKNOWLEDGED AND AGREED TO
THIS ____ DAY OF APRIL, 2017

ZION ROAD PROPERTIES, LLC,
a Texas limited liability company

By: 

Gary Kolkhorst, Manager

ACKNOWLEDGED AND AGREED TO
THIS 6th DAY OF April, 2017:

**CITY OF TOMBALL PUBLIC IMPROVEMENT
DISTRICT NUMBER THREE**

By: 

Name: George Shackelford

Title: City Manager

Public Improvement District (PID) Primer

What is a PID?

A Public Improvement District (PID) is a public financing tool created under Chapter 372 of the Texas Local Government Code (TLGC). A PID allows a neighborhood or commercial area to apportion the cost of improvements and levy an assessment against property located in the PID, because that property is acquiring a special benefit because of the improvements. In other words, the property that will benefit the most from the improvement pays for the improvement--the burden is not shifted to the entire community. PIDs are intended to promote economic growth by providing the funding mechanism to construct necessary infrastructure or desired amenities that support new developments and encourage redevelopment.

PIDs are a component unit of the City and are governed by the City Council. The Council can create an advisory board for the PID if necessary, but final determinations on establishment, costs, assessments, and budgets must be made by the City Council.

What can a PID finance?

The PID can be designed to help finance the cost of a variety of development costs including:

- water, wastewater, health and sanitation, or drainage improvements;
- street and sidewalk improvements;
- mass transit improvements;
- parking improvements;
- library improvements;
- park, recreation and cultural;
- art installation;
- creation of pedestrian malls; or
- supplemental services. (advertising, extra public safety, etc.)

How does the PID finance the projects?

Project costs can be paid directly by the City or the developer can advance funds. The assessment fees levied on each property fund the project payments. Until the PID has accumulated adequate assessment fee revenue, the City can choose to issue bonds or use general tax revenues for initial payments or developer reimbursements.

Separate fund(s) are created by the City for the administration of the PID. The Council reviews and approves the assessments and district budget each year.

How is a PID created and dissolved?

PID Development Process (minimum steps required by Chapter 372, TLGC):

1. City, County, or affected property owner(s) initiates a petition for creation.
2. If needed, City Council appoints an advisory board to develop the PID improvement plan.
3. City Council holds a public hearing & passes a resolution on the need for the PID.
4. City Council authorizes the establishment of a PID by resolution.
5. Construction of improvements may begin 20-days after the PID's creation.
6. City Council adopts a Service and Assessment Plan (list of projects, costs, debt, & assessment fee) for at least five, ongoing years is developed.
7. City holds a public hearing on the assessment roll (lists each PID property's fee).
8. City Council adopts ordinance to levy the special assessment. (City will also create a special fund(s) for the PID).
9. If necessary, City Council holds public hearing and approves additional assessments to correct omissions or mistakes in the improvement costs.
10. If necessary, City Council holds public hearing & passes a resolution dissolving PID; however, the district remains in effect at least to meet its debt obligations.

Does the City have any additional requirements?

Yes. City of Tomball Administrative Policy No. 18 "Development Policy for Special Financing Districts" requires:

1. Residential Development Size--greater than 125 acres unless the average home value is greater than \$225, 000.
2. Annual Individual Assessment Limit--no more than the equivalent of a \$.50 tax rate on the assessed value of the property.
3. Assessment Term Limit--Not to exceed 10 years. First assessment due 3 years after levy or upon transfer of property from developer to home buyer whichever occurs first.
4. Developer Interest Limit--If bonds are sold, developer earned interest reimbursements will not exceed the net effective interest rate on bonds sold or 8% whichever is less. If bonds are not sold, reimbursement will be calculated according to an indexed-based formula (see Admin Policy 18) or 8% whichever is less.
5. Bidding Requirements--Developers must follow municipal bidding procedures (as outline in Chap 252 TLGC). All bids and awards of contracts must be approved by City Council.
6. District Administration--The City of Tomball will contract with an outside consultant to bill, collect, and track district assessments. This cost will be included in the Service & Assessment Plan and reimbursed from the district.

Other city policies, procedures, and good practices may also effect individual district creation or administration including approval of related contracts and agreements. For example, the City will usually need to enter into a Developer Agreement to detail the responsibilities & obligations of each party related to the Service and Assessment Plan.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 17, 2018

Topic:

Approve an Amended Development Agreement with Bob Allen (Developer of Reserve at Spring Lake Subdivision) for Public Improvement District No. 3 (Reserve at Spring Lake), Containing the Same Terms Provided in Subsequent City of Tomball PIDs

Background:

It is requested that City Council approve an amended development agreement with Zion Road Properties, LLC (the developer of The Reserve at Spring Lake Subdivision) and approve the 2018 Updated Service and Assessment Plan. Both amended documents remove the 50% of eligible cost limitation that is not contained in more recent PID development agreements.

This action will not increase the assessments that have already been levied in Sections 1 and 2 which are well below the 90 cent equivalent tax rate cap contained in the development agreement. It was originally estimated that the standard \$4,500 annual Lot Category 1 assessment would apply to the average home in the subdivision, estimated in 2012 to have a taxable value of \$500,000. This equates to a 90 cent tax rate. More up to date information shows that the average home value in the subdivision is closer to \$750,000 meaning the true equivalent tax rate is closer to 60 cents.

Background

The original development agreement for PID 3 was executed in 2010 and the Service and Assessment Plan in 2012. At that time, it was estimated that the developer would only be able to recover 50% of the eligible costs plus interest under the 90 cent equivalent tax rate cap. Due to lower development costs on certain items, the latest estimates show that the developer will be able to recover more than 50% of eligible costs through the assessment rate that has already been levied on Sections 1 and 2.

Both documents have been updated to remove the 50% limitation on eligible costs which is in line with more recent PIDs. The 90 cent equivalent tax rate cap remains in both documents.

Origination:

Bob Allen, Manager, Zion Road Properties, LLC

Recommendation:

Approve Development Agreement

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement (this “*Agreement*”) is made as of _____, 2018, by and between the **CITY OF TOMBALL**, a municipal corporation and a home-rule city in the State of Texas (the “*City*”), and **ZION ROAD PROPERTIES, LLC**, a Texas limited liability company (the “*Developer*”).

RECITALS

WHEREAS, in accordance with the provisions of Chapter 372, TEX. LOCAL GOV’T CODE, and Resolution 2009-28, the City Council of the City of Tomball created the Public Improvement District Number Three (the “*PID*”) pursuant to the petition for creation from the owner thereof; and

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

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

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

AGREEMENT

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

ARTICLE 1 GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 REPRESENTATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 3 THE PLAN AND PID IMPROVEMENTS

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

3.02 PID Improvements description. The PID Improvements consist of acquisition, construction and development of the public improvements within the portion of the PID comprising the Project, as more fully described in Exhibit C, and as described in the Plan. The PID Improvements will be developed pursuant to a schedule consistent with the pace of development of the Project that is mutually agreeable to the Parties. The PID Improvements shall include all engineering, legal and other consultant fees and expenses related to such PID Improvements. The Developer shall be entitled to reimbursement of eligible project costs described in Exhibit C subject to the limitations contained in Section 3.03 of this agreement.

3.03 General terms of the Plan. The Plan has not yet been adopted by the City. The Parties anticipate that the Plan, at a minimum, will include the PID Improvements described above to serve the land within the PID, and such other facilities as may be agreed upon by the Parties, and that the Assessments shall be assessed in phases to affect only the portions of the PID directly benefited by the PID improvements to be financed by each Assessment. The Assessments shall be based upon the agreed-upon percentage of estimated costs of the Public Improvements as reflected in Exhibit C, plus those related costs as deemed reimbursable by the City; however, the Assessments in the Plan shall be formulated in a manner that generally conforms to the equivalent of a \$0.90 tax rate for properties covered by the Plan on a project-wide basis, and a maximum fifteen (15) year payment term for each property covered by the Plan.

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

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

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

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

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

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

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

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

ARTICLE 5
PROJECT FINANCING AND FUNDING

5.01. The Developer Advances.

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

b. Interest on each Developer Advance shall accrue at a six and three-quarter percent (6.75%) annual rate, compounded annually, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).

5.02. Repayment of Developer Advances.

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

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

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

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

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

ARTICLE 6 DEFAULT

6.01. Default.

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

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

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

ARTICLE 7 GENERAL

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

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

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

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

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

PID Contract Administrator
Hawes Hill Calderon, LLP
P.O. Box 22167
Houston, Texas 77092
Attn: Scott Bean

Mr. Robert M. Allen
Zion Road Properties, LLC
9977 W. Sam Houston Parkway N.,#150
Tomball, Texas 77064

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

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

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

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

Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

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

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

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

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

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

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

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

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

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

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of _____, 2018.

CITY OF TOMBALL, TEXAS

By: _____
Name: _____
Title: _____

ZION ROAD PROPERTIES, LLC

Robert M. Allen
Title: Manager

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
232.8801 ACRE (10,144,254 SQUARE FEET)
ALL OF A CALLED 164.7078 ACRES TRACT
AND ALL OF A CALLED 68.1723 ACRES TRACT
IN THE JOSEPH MILLER LEAGUE, A-50
AND THE W H CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS**

Being 232.8801 acre (10,144,254 square feet) of land, being all of a called 164.7078 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under County Clerk's File Number (CCF) 2007-0138375 of the Official Public Records of Real Property of Harris County, Texas (OPRRP HCT), and all of a called 68.1723 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under CCF Z236940 OPRRP HCT. Said 232.8801 acres tract lying in the Joseph Miller League, Abstract 50 and W H Clemens Survey, A-1641 and being more particularly described by metes and bounds, with bearings based on the North line of said 164.7078 acres tract, called "East", as follows:

BEGINNING at a found 1 inch iron pipe, next to a three inch iron pipe in the Southwest corner of a called 10 acres tract referenced in deed to Tomball ISD recorded under CCF X890598 OPRRP HCT, being the same as the remainder of a called 10 acres tract conveyed to Vilma Masterson et al by deed recorded under CCF 371361 DR HCT, said iron pipe also marking the Southeast corner of a called 13 acre tract conveyed to Neigdick Lester, record information not found;

THENCE East, basis of bearings, along the common South line of said 10 acre tract, a distance of 912.36 feet to a found 3 inch iron pipe in the South line of a called 10 acre tract conveyed to Vilma Masterson et al, by deed recorded under CCF 371361 DR HCT, being the same further conveyed under Tax Suite Sale to Tomball Independent School District, by deed recorded under CCF X890598 OPRRP HCT;

THENCE North 89°55'38" East, in part along the South line of said called 10-acre tract, a distance of 600.70 feet to a set 5/8 inch iron rod. Said iron rod set in a point from which a 5/8 inch iron rod with;

THENCE North 00°43'17" West, a distance of 87.16 feet, to a point in the centerline of Spring Creek (the dividing line between the Counties of Harris and Montgomery);

THENCE along said centerline of said Spring Creek, the following courses:

North 67°07'18" East, a distance of 154.67 feet;
North 80°22'28" East, a distance of 113.12 feet;
North 87°09'19" East, a distance of: 110.50 feet;
North 87°53'00" East, a distance of: 210.89 feet;
South 83°18'22" East, a distance of 202.76 feet;
South 42°35'23" East, a distance of 169.62 feet;

And South 56°06'19" East a distance of 15.97 feet, to a point in said centerline for the Northeast corner of the herein described tract, also being the Northwest corner of a called 26.5 acre tract conveyed to Tomball Gun Club by deed recorded under CCF B717054 OPRRP HCT;

THENCE South 00°26'02" East, along the West line of said 26.5 acre tract, pass at a distance of 91.93 feet a found 5/8 inch iron rod with cap, in said West line, on the High bank of said Spring creek and continuing to a total distance of 1271.15 feet, to a found 5/8 inch iron rod with cap in the North right-of-way line (ROW) of the G N R R Company (now Missouri Pacific RR Co.) 100 feet wide ROW;

THENCE North 56°52'59" West, along said North ROW, a distance of 896.47 feet, to a set 5/8 inch iron rod in the West line of said 21.118-acre tract, also being the East line of said 90.63 acre tract, for an internal corner of the herein described tract;

THENCE South 00°43'15" East, across said ROW, a distance of 120.38 feet to a set 5/8 inch iron rod with cap in the South ROW of said G N RR Company (now Missouri Pacific RR Co.) and an internal corner of the herein described tract;

THENCE South 56°52'15" East, along said South ROW, a distance of 852.06 feet, to a found 5/8 inch iron rod with cap, in the North line of said 68.1723 acres tract;

THENCE South 56°54'33" East, along said cutback and the Southwest line of said I. & G.N. Railroad, a distance of 44.05 feet to a found 5/8 inch iron with cap, marking the Northwest corner of a called 15.6463 acre tract conveyed to Tomball Gun Club, Inc. by deed recorded under CCF No. L547016 OPRRP HCT;

THENCE South 00°03'08" West, along the West line of said 15.6463 acres tract and a called 4.0000 acres tract to Pricila Brown Estate as shown in Harris County Appraisal District, Account No. 041-006-002-0022, a distance of 1759.27 feet to a found 1/2 inch iron rod in the Northeast corner of a called 2.7859 acre easement tract to Houston Lighting and Power Company recorded under CCF No. G985469 OPRRP HCT;

THENCE South 00°04'29" West, along the West line of said 4.0000 acres tract and the East line of said 2.7859 acre easement tract, a distance of 90.20 feet to a set 5/8 inch iron rod, marking the Southwest corner of said 4.0000 acre tract, and the Northwest corner of a called 155.696 acre tract conveyed to Hobby H. Mccall Living Trust, recorded under CCF No. P916725 OPRRP HCT;

THENCE South 00°47'42" East, along the West line of said 155.696 acre tract, a distance of 84.46 feet to a found 5/8 inch iron rod in the Southeast corner of said 2.7859 acre easement tract;

THENCE South 00°44'33" East, continuing along said 155.696 acre tract, a distance of 748.41 feet to a found 1/2 inch iron rod with cap, marking the Northeast corner of a called 22.8365 acre tract conveyed to Jack Frey Properties by deed recorded under CCF No. J585122 OPRRP HCT and the most Easterly Southeast corner of the herein described tract;

THENCE North 85°40'01" West, along the North line of said 22.8365 acre tract, a distance of 363.82 feet, to a set 5/8 inch iron rod for the Northwest corner of said 22.8365 acre tract and the internal corner of the herein described tract;

THENCE South 00°38'14" East, along the West line of said 22.8365 acre tract, a distance of 2775.27 feet to a found 1/2 inch iron rod, marking the Southwest corner of said 22.8365 acre tract and the most Southerly Southeast corner of the herein described tract, being in the North ROW line of said Zion Road;

THENCE South 89°29'18" West, along the North ROW line of said Zion Road, a distance of 351.35 feet to a found 1/2 inch pipe, marking the Southeast corner of said 164.7078 acres tract, said pipe being in the North right-of-way (ROW) line of Zion Road, 60' wide ROW);

THENCE South 87°13'11" West, along said ROW, a distance of 39.59 feet to a found 1 inch iron pipe for corner;

THENCE North 00°48'47" West a distance of 1402.26 to a set 5/8 inch iron rod, said point being the Southeast corner of a called 1.334 acre tract conveyed to Raymond L Ulrich by CCF C648757 OPRRP HCT, and now being part of said 19.496 acre tract;

THENCE North 00°53'58" West, along the East line of said 1.334 acre tract, a distance of 99.79 feet, to a found 3 inch iron pipe for corner;

THENCE South 89°12'11" West, along the North line of said 1.334 acre tract, a distance of 565.59 feet, to a found 1 1/2 inch iron pipe for corner;

THENCE South 01°15'42" East, along the West line of said 1.334 acre tract, a distance of 100.16 feet, to a found 1 1/2 inch iron pipe for corner marking the Northeast corner of McKinney PL Subdivision an

unrecorded Subdivision;

THENCE South 89°45'36" West, along the North line of said McKinney PL Subdivision, a distance of 134.11 feet to a found 5/8 inch iron rod marking the Southeast corner of a called 19.98 acre tract conveyed to Richard Kinsey by deed recorded under CCF No. S913430 OPRRP HCT;

THENCE North 00°51'43" West, along the East line of said 19.98 acre tract, a distance of 962.95 feet to a found 5/8 inch iron rod marking the Northeast corner of said 19.98 acre tract and an internal corner of the herein described tract;

THENCE South 88°35'00" West, along the North line of said 19.98 acre tract, a distance of 20.10 feet to a found 1 1/2 inch iron rod marking the Southeast corner of the remainder of a called 15.000 acre tract conveyed to Jimmy Adams by deed recorded under CCF No. S832826 OPRRP HCT;

THENCE North 01°29'11" West, along the East line of said 15.000 acre tract, pass at a distance of 2.81 feet a found 5/8 inch iron rod with cap, pass at a distance of 9.77 feet a found 5/8 inch iron rod with cap, and continuing to a total distance of 191.51 feet to a found 5/8 inch iron rod with cap for angle point;

THENCE North 01°01'18" West, along the East line of said 15.000 acre tract, a called 7.500 acre tract conveyed to Samuel Olivo by deed recorded under CCF No. V586304 OPRRP HCT, a called 5.47 acre tract conveyed to Rock Graham by deed recorded under CCF No(s). S971746 and S832827 OPRRP HCT, a called 9.470 acre tract conveyed to Mathew Klein by deed recorded under CCF No. S960728 OPRRP HCT, pass at a distance of 182.21 feet a found 5/8 inch iron with cap in the Southeast corner of said 7.500 acre tract, a distance of 1334.94 feet to a found 2 inch iron pipe marking the Southeast corner of a remainder of a called 10.452 acre tract conveyed to James Kirkman by deed recorded under CCF No. P763144 OPRRP HCT;

THENCE North 00°17'31" West, along the East line of said remainder of a called 10.452 acre tract and Red Oak Terrace an unrecorded subdivision, pass at a distance of 525.61 feet a found 2 inch pipe next to a 5/8 inch iron rod marking the Southeast corner of said Red Oak Terrace Subdivision, pass at a distance of 924.40 feet the Southwest corner of said 2.4546 acre tract, pass at a distance of 1061.61 feet the Northwest corner of said 2.4546 acre tract, and continuing along the West line of said 51.706 acre tract, to a total distance of 1549.51 feet to a found 2 inch iron pipe for the Northeast corner of said unrecorded subdivision, also being the Southeast corner of said 28.7386 acre tract;

THENCE North 89°35'33" West, along the North line of said Red Oak Terrace Subdivision and the South line of said 28.7386 acre tract, pass at a distance of 141.02 a found 1/2 inch iron rod marking the common North corner of tract 34 of said Red Oak Terrace conveyed to Mick Corporation by deed recorded under CCF J788626 OPRRP HCT and tract 35 conveyed to John W and Connie Page by deed recorded under CCF U436525 OPRRP HCT, pass at a distance of 439.22 a found 3/4 inch iron rod marking the Northwest corner of said tract 35 and a Centerpoint Energy tract, pass at a distance of 521.30 feet the Southeast corner of said 0.9722 acre tract, pass at a distance of 669.38 feet the Southwest corner of said 0.9722 acre tract, pass at a distance of 751.46 feet a found 5/8 inch iron rod marking the common North corner of said Centerpoint Energy tract and tract 40 conveyed to Howard Ellery Gene by deed recorded under CCF H821490 OPRRP HCT, pass at a distance of 870.00 feet a set 5/8 inch iron rod in the East right of way line of Ulrich Road, a 30.00 feet easement recorded in Volume 2379, Page 677 and Volume 2379, Page 657 of the Deed Records of Harris County, Texas, and continuing a total distance of 900.00 feet to a point in the centerline of said Ulrich Road for corner;

THENCE North 01°00'56" West, along the center line of said Ulrich Road a distance of 740.73 feet to a found 2 inch iron pipe for the Southeast corner of said 24.56 acre tract;

THENCE South 89°43'54" West, along the South line of said 24.56 acre tract, along the North line of a called 12 acres tract, conveyed to Lenoir M. Josey Inc., by deed recorded in Volume 5059, Page 234 DR HCT, and a called 12 acres recording information not found a distance of 1404.44 feet to a point from which a found 3 inch pipe bears South 89°43'54" West, 20.00 feet, being in the centerline of Spring Creek;

THENCE the following calls along the centerline of Spring Creek;

North 49°11'52" East, a distance of 64.65 feet to an angle point;

North 21°16'10" East, a distance of 220.98 feet to an angle point;

North 05°08'59" West, a distance of 119.99 feet to an angle point;

North 35°37'40" East, a distance of 75.85 feet to an angle point;

North 21°46'34" West, a distance of 157.84 feet to an angle point;

North 33°54'38" East, a distance of 63.77 feet to a point for corner, being in the South line of said 13 acre tract;

THENCE North 89°51'55" East, along the South line of said 13 acre tract, a distance of 1254.53 feet to the **POINT OF BEGINNING** and containing a computed 232.8801 acres (10,144,254 square feet) of land.

Prepared by:

Town and Country Surveyors

25307 North Freeway, IH 45 N

The Woodlands TX, 77380

Phone (281) 465-8730

Fax (281) 465-8731

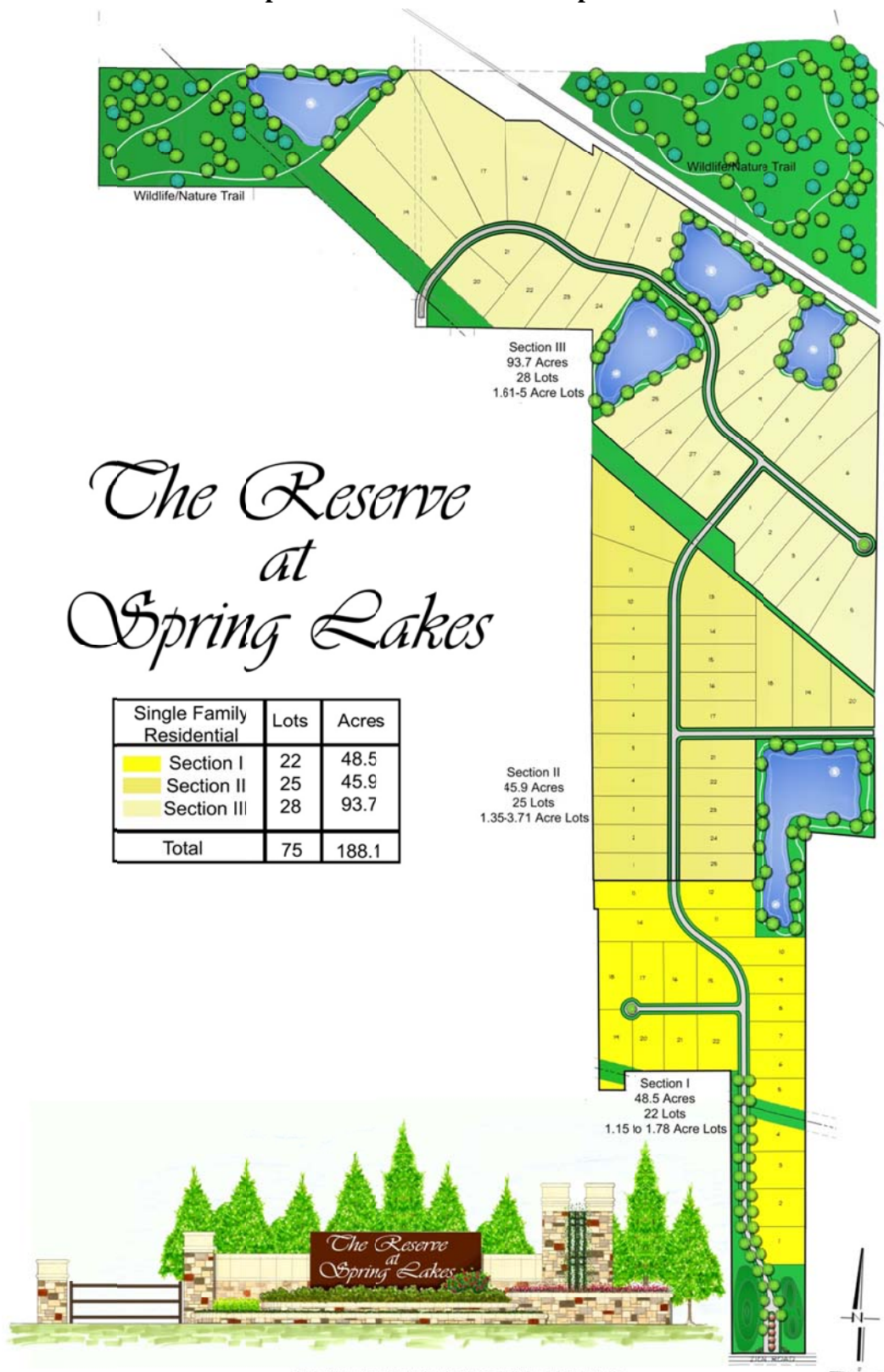
David J. Strauss, RPLS 4833

Job No. 0451-0001

September 21, 2007

EXHIBIT B

Description of Residential Development



This information represents aural's rendering of some of the proposed elements of The Reserve at Spring Lakes community. In an effort to improve The Reserve at Spring Lakes community, the Developer in its sole discretion and without notice may change this rendering and construct these elements in a manner that is different than depicted. This rendering is not intended to show all elements and some of the elements on this rendering may not be constructed as shown. Nothing contained herein shall be construed as either an express or implied representation or warranty by the developer.

EXHIBIT C

The PID Improvements

Tomball Acreage Development Preliminary Construction Estimate Section One

Roadway and Utilities 3312 LF
Total Lots 22
ACRES 48.5

Storm Quantities

	Unit	Quantity	Unit Price	Total Amount
18"	LF	-	\$40.00	\$0.00
24"	LF	-	\$50.00	\$0.00
30"	LF	-	\$75.00	\$0.00
36"	LF	250	\$90.00	\$22,500.00
Inlets	EA	-	\$2,000.00	\$0.00
MH	EA	-	\$3,000.00	\$0.00
Approximate Total for Storm Drainage System				\$22,500.00

Water Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
6" WL	LF	-	\$30.00	\$0.00
8" WL	LF	3,312	\$40.00	\$132,480.00
10" WL	LF	-	\$50.00	\$0.00
Service Connections	EA	16	\$1,500.00	\$24,000.00
Water Valves	EA	4	\$2,500.00	\$10,000.00
Fire Hydrants	EA	12	\$3,000.00	\$36,000.00
Approximate Total for Water Distribution				\$202,480.00

Sanitary Sewer Quantities

	Unit	Quantity	Unit Price	Total Amount
8" San Swr	LF	3,312	\$50.00	\$165,600.00
10" San Swr extension	LF	1,500	\$75.00	\$112,500.00
6" Leads	EA	16	\$2,000.00	\$32,000.00
San Swr MH	EA	12	\$3,000.00	\$36,000.00
4" Force Main	LF	-	\$30.00	\$0.00
WW Lift Station	EA	-	\$150,000.00	\$0.00
Approximate Total for San Swr				\$346,100.00

Gas Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
2" Gas Line	LF	3,312	\$30.00	\$99,360.00
Approximate Total for Gas Distribution				\$99,360.00

Roadway Quantities

	Unit	Quantity	Unit Price	Total Amount
8" Concrete Roadway	SY	12,238	\$40.00	\$489,520.00
Stop Signs with Street Names	EA	2	\$1,000.00	\$2,000.00
Approximate Total for Roadway				\$491,520.00

Detention and Parkland

	Unit	Quantity	Unit Price	Total Amount
Land Reserved for greenspace and amenity areas	AC	15.33	\$30,000.00	\$459,900.00
Clearing	AC	25.00	\$5,000.00	\$125,000.00
Detention Excavation	CY	58685	\$4.50	\$264,082.50
Pond Lining	SY	20000	\$4.50	\$90,000.00
Storm Water Pump	LS	0	\$100,000.00	\$0.00
Rip Rap	SY	500	\$50.00	\$25,000.00
Emergency Overflow	LS	1	\$50,000.00	\$50,000.00
36" RCP	LF	200	\$90.00	\$18,000.00
Approximate total cost for Detention Pond Area				\$1,032,042.50

Misc Costs

	Unit	Quantity	Unit Price	Total Amount
Pipeline Conflicts	EA	1	\$50,000.00	\$50,000.00
Approximate total cost for Misc Items				\$50,000.00

Construction Totals				\$2,244,002.50
Contingency	10%			\$224,400.25
Overall Construction Costs				\$2,468,402.75

Engineering, Surveying, Platting and Construction Phase Services 15% **\$370,260.41**

Total Development Costs \$ 2,838,663.16

OVERALL LOT COST \$129,030.14

Tomball Acreage Development **Preliminary Construction Estimate Section TWO**

Roadway and Utilities 2896 LF
 Total Lots 25
 ACRES 45.9

Storm Quantities

	Unit	Quantity	Unit Price	Total Amount
18"	LF	-	\$40.00	\$0.00
24"	LF	-	\$50.00	\$0.00
30"	LF	-	\$75.00	\$0.00
36"	LF	100	\$90.00	\$9,000.00
Inlets	EA	-	\$2,000.00	\$0.00
MH	EA	-	\$3,000.00	\$0.00
Approximate Total for Storm Drainage System				\$9,000.00

Water Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
6" WL	LF	-	\$30.00	\$0.00
8" WL	LF	2,896	\$40.00	\$115,840.00
10" WL	LF	-	\$50.00	\$0.00
Service Connections	EA	16	\$1,500.00	\$24,000.00
Water Valves	EA	3	\$2,500.00	\$7,500.00
Fire Hydrants	EA	12	\$3,000.00	\$36,000.00
Approximate Total for Water Distribution				\$183,340.00

Sanitary Sewer Quantities

	Unit	Quantity	Unit Price	Total Amount
8" San Swr	LF	2,896	\$50.00	\$144,800.00
10" San Swr extension	LF	-	\$75.00	\$0.00
6" Leads	EA	16	\$2,000.00	\$32,000.00
San Swr MH	EA	10	\$3,000.00	\$30,000.00
4" Force Main	LF	-	\$30.00	\$0.00
WW Lift Station	EA	-	\$150,000.00	\$0.00
Approximate Total for San Swr				\$206,800.00

Gas Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
2" Gas Line	LF	2,896	\$30.00	\$86,880.00
Approximate Total for Gas Distribution				\$86,880.00

Roadway Quantities

	Unit	Quantity	Unit Price	Total Amount
6" Concrete Roadway	SY	9,009	\$40.00	\$360,360.00
Stop Signs with Street Names	EA	1	\$1,000.00	\$1,000.00
Approximate Total for Roadway				\$361,360.00

Detention and Parkland

	Unit	Quantity	Unit Price	Total Amount
Land Reserved for greenspace and amenity areas	AC	-	\$30,000.00	\$0.00
Clearing	AC	13.00	\$5,000.00	\$65,000.00
Detention Excavation	CY	55539	\$4.50	\$249,925.50
Pond Lining	SY	20000	\$4.50	\$90,000.00
Storm Water Pump	LS	0	\$100,000.00	\$0.00
Rip Rap	SY	200	\$50.00	\$10,000.00
Emergency Overflow	LS	0	\$50,000.00	\$0.00
36" RCP	LF	-	\$90.00	\$0.00
Approximate total cost for Detention Pond Area				\$414,925.50

Misc Costs

	Unit	Quantity	Unit Price	Total Amount
Pipeline Conflicts	EA	0	\$50,000.00	\$0.00
Approximate total cost for Misc Items				\$0.00

Construction Totals				\$1,262,305.50
Contingency	10%			\$126,230.55
Overall Construction Costs				\$1,388,536.05

Engineering, Surveying, Platting and Construction Phase Services 15% \$208,280.41

Total Development Costs \$ 1,596,816.46

OVERALL LOT COST \$63,872.66

Tomball Acreage Development **Preliminary Construction Estimate Section Three**

Roadway and Utilities 4123 LF
 Total Lots 28
 ACRES 93.7

Storm Quantities

	Unit	Quantity	Unit Price	Total Amount
18"	LF	-	\$40.00	\$0.00
24"	LF	-	\$50.00	\$0.00
30"	LF	-	\$75.00	\$0.00
36"	LF	200	\$90.00	\$18,000.00
Inlets	EA	-	\$2,000.00	\$0.00
MH	EA	-	\$3,000.00	\$0.00
Approximate Total for Storm Drainage System				\$18,000.00

Water Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
6" WL	LF	-	\$30.00	\$0.00
8" WL	LF	4,752	\$40.00	\$190,080.00
10" WL	LF	-	\$50.00	\$0.00
Service Connections	EA	25	\$1,500.00	\$37,500.00
Water Valves	EA	6	\$2,500.00	\$15,000.00
Fire Hydrants	EA	15	\$3,000.00	\$45,000.00
Approximate Total for Water Distribution				\$287,580.00

Sanitary Sewer Quantities

	Unit	Quantity	Unit Price	Total Amount
8" San Swr	LF	3,623	\$50.00	\$181,150.00
10" San Swr extension	LF	-	\$75.00	\$0.00
6" Leads	EA	16	\$2,000.00	\$32,000.00
San Swr MH	EA	10	\$3,000.00	\$30,000.00
4" Force Main	LF	-	\$30.00	\$0.00
WW Lift Station	EA	-	\$150,000.00	\$0.00
Approximate Total for San Swr				\$243,150.00

Gas Distribution Quantities

	Unit	Quantity	Unit Price	Total Amount
2" Gas Line	LF	5,123	\$30.00	\$153,690.00
Approximate Total for Gas Distribution				\$153,690.00

Roadway Quantities

	Unit	Quantity	Unit Price	Total Amount
6" Concrete Roadway	SY	13,627	\$40.00	\$545,080.00
Stop Signs with Street Names	EA	2	\$1,000.00	\$2,000.00
Approximate Total for Roadway				\$547,080.00

Detention and Parkland

	Unit	Quantity	Unit Price	Total Amount
Land Reserved for greenspace and amenity areas	AC	43.32	\$30,000.00	\$1,299,600.00
Clearing	AC	30.00	\$5,000.00	\$150,000.00
Detention Excavation	CY	113400	\$4.50	\$510,300.00
Pond Lining	SY	30000	\$4.50	\$135,000.00
Storm Water Pump	LS	0	\$100,000.00	\$0.00
Rip Rap	SY	600	\$50.00	\$30,000.00
Emergency Overflow	LS	3	\$50,000.00	\$150,000.00
36" RCP	LF	200	\$90.00	\$18,000.00
Approximate total cost for Detention Pond Area				\$2,292,900.00

Misc Costs

	Unit	Quantity	Unit Price	Total Amount
Pipeline Conflicts	EA	2	\$50,000.00	\$100,000.00
Approximate total cost for Misc Items				\$100,000.00

Overall Construction Costs \$4,006,640.00

Engineering, Surveying, Platting and Construction Phase Services 15% **\$600,996.00**

Total Development Costs \$ 4,607,636.00

OVERALL LOT COST \$164,558.43