

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



MONDAY, MAY 7, 2018

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, May 7, 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 Courtney White, Troy Street Church of God in Christ

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:

- Proclamation – May 7, 2018 is ***“Billie Ann Dio, 2018 Mayor’s Citizen of the Year” Day***

- Eagle Scout Letter – **Samuel Matthew Lopez, Troop 471**
- Proclamation – May 6-12, 2018 is "**National Hurricane Preparedness Week – Tomball, Texas**"
- Proclamation – May 6-12, 2018 is the "**49th Annual Municipal Clerks Week**"
- Proclamation – May 13-19, 2018 is "**Tomball Firefighter Appreciation Week**"
- Proclamation – May 15, 2018 is "**Peace Officers Memorial Day**"
- Proclamation – May 13-19, 2018 is "**Tomball Police Week**"

6.0 Reports and Announcements

- May 8, 2018 – Special City Council meeting to Canvass the May 5, 2018 Election - 5:30 p.m.
- May 19, 2018 – "**Honky Tonk Chili Challenge**" at the Depot
- May 22, 2018 – "**Oil Town USA**" **Jamboree** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending March 31, 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 March 31, 2018, the City had total cash and cash equivalents in the amount of \$70,534,238.

7.0 Approve the Minutes of the April 16, 2018 Regular Tomball City Council Meeting and the April 30, 2018 Special Tomball City Council Meeting

8.0 New Business:

- 8.1 Adopt Resolution No. 2018-12, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Tenth Annual Homecoming Parade and Pep Rally, to be held at the Tomball Depot, Sponsored by the Tomball Independent School District and the Tomball High School Student Council, on Wednesday, September 12, 2018
- 8.2 Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments Against Section Three Properties in the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision) Established by City Council Resolution No. 2007-22
- 8.3 Adopt, on First Reading, Ordinance No. 2018-17, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Three Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto
- 8.4 Approve Amendment No. 1 to Consultant Services Agreement with MuniServices, LLC to Perform Audit and Administration Services to Assist the City of Tomball with the Collection and Administration of the City of Tomball's Local Hotel Occupancy Tax, and Authorize the City Manager to Execute the Amendment Agreement
- 8.5 Adopt, on First Reading, Ordinance No. 2018-12, an Ordinance of the City of

Tomball, Texas, Extending the City Limits of Said City to Include all of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball all of the Territory within Such Limits and Boundaries; Approving a Service Plan for all of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (374.9 Acres of Land, Located West of SH 249/Tomball Expressway, South of Humble Lake Road, North of a Private Road Forming the Northern Border of Willowcreek Ranch Equestrian Reserve and Boudreaux Estates Section One, and East of Willow Creek Ranch Subdivision, Situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being all of a Called 20.000 Acres Tract of Land Conveyed to County of Harris by Jimmy C. Shaw, Et Ux by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, Being all of a Called 117.9465 Acres Tract of Land, Described In Six, (6), Tracts, Conveyed to County of Harris by Merenco Realty, Inc. by Deed Dated October 17, 2014 and Recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, Being all of a Called 229.772 Acres Tract, Described in Thirteen, (13), Tracts, Being all of a Called 4.992 Acres Tract and Being all of a Called 2.363 Acres Tract Conveyed to County of Harris by Harris County Improvement District No. 17 by Deed dated September 11, 2017 and Recorded in County Clerk's File RP-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, Save and Except that Certain Portion of Land out of a Called 3.693 Acres, a Called 2.088 Acres, a Called 3.709 Acres, and a Called 148.751 Acres Tracts that Apparently Lies within the Said Lewis Survey) (HCID #17 – Willow Creek Annexation)

- 8.6 Consideration to Approve **Zoning Case P18-035**: Request By John Blount, County Engineer, On Behalf Of Harris County, To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Zoning Approximately 374.9 Acres Of Land Generally Located On The West Side Of SH 249 Between Willow Creek And Alice Road, As Commercial. The Property Is Legally Described As 374.9 Acres Of Land Situated In The Chauncey Goodrich Survey, Abstract Number 305, The Auguste Senechal Survey, Abstract Number 722, And The Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being All Of A Called 20.000 Acres Tract Of Land Conveyed To County Of Harris By Jimmy C. Shaw, Et Ux By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140468595 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 117.9465 Acres Tract Of Land, Described In Six (6) Tracts, Conveyed To County Of Harris By Merenco Realty, Inc. By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140471160 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 229.772 Acres Tract, Described In Thirteen, (13), Tracts, Being All Of A Called 4.992 Acres Tract And Being All Of A Called 2.363 Acres Tract Conveyed To County Of Harris By Harris County Improvement District No. 17 By Deed Dated September 11, 2017 And Recorded In County Clerk's File Rp-2017-402273 Of The Official Public Records Of Real Property Of Harris County, Texas, Save And Except That Certain Portion Of Land Out Of A Called 3.693 Acres, A Called 2.088 Acres, A Called 3.709 Acres, And A Called 148.751 Acres Tracts That Apparently Lies Within The Said Lewis Survey.

- Conduct Public Hearing on **Zoning Case P18-035**
- Adopt, On First Reading, Ordinance No. 2018-18, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Establishing The Zoning District Of Approximately 374.9 Acres Of Land, Legally Described 374.9 Acres Of Land Situated In The Chauncey Goodrich Survey, Abstract Number 305, The Auguste Senechal Survey, Abstract Number 722, And The Sam Lewis

Survey, Abstract Number 1704, Harris County, Texas, Being All Of A Called 20.000 Acres Tract Of Land Conveyed To County Of Harris By Jimmy C. Shaw, Et Ux By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140468595 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 117.9465 Acres Tract Of Land, Described In Six (6) Tracts, Conveyed To County Of Harris By Merenco Realty, Inc. By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140471160 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 229.772 Acres Tract, Described In Thirteen, (13), Tracts, Being All Of A Called 4.992 Acres Tract And Being All Of A Called 2.363 Acres Tract Conveyed To County Of Harris By Harris County Improvement District No. 17 By Deed Dated September 11, 2017 And Recorded In County Clerk's File Rp-2017-402273 Of The Official Public Records Of Real Property Of Harris County, Texas, Save And Except That Certain Portion Of Land Out Of A Called 3.693 Acres, A Called 2.088 Acres, A Called 3.709 Acres, And A Called 148.751 Acres Tracts That Apparently Lies Within The Said Lewis Survey, Within The City Of Tomball, Harris County, Texas, To The Commercial District; Said Property Being Generally Located On The West Side Of Sh 249 Between Willow Creek And Alice Road; Providing For The Amendment Of The Official Zoning Map Of The City; Providing For Severability; Providing For A Penalty Of An Amount Not To Exceed \$2,000 For Each Day Of Violation Of Any Provision Hereof, Making Findings Of Fact; And Providing For Other Related Matters.

- 8.7 Approve Request to Extend Reconsideration of Tabled Item for The Reserve at Spring Lakes Section 2 Rezoning Request from the June 4, 2018 Council Meeting to the July 16, 2018 Council Meeting – Ordinance No. 2017-36
- 8.8 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.071 - Consultation with the City Attorney regarding a matter that the Attorney's Duty requires to be discussed in closed session
 - Sec. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

9.0 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 3rd day of May 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

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: May 7, 2018

Topic:

- Led by Pastor Courtnay White, Troy Street Church of God in Christ

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: May 7, 2018

Topic:

- Proclamation – May 7, 2018 is ***“Billie Ann Dio, 2018 Mayor’s Citizen of the Year” Day***
- Eagle Scout Letter – **Samuel Matthew Lopez, Troop 471**
- Proclamation – May 6-12, 2018 is **"National Hurricane Preparedness Week – Tomball, Texas"**
- Proclamation – May 6-12, 2018 is the **“49th Annual Municipal Clerks Week”**
- Proclamation – May 13-19, 2018 is **“Tomball Firefighter Appreciation Week”**
- Proclamation – May 15, 2018 is **"Peace Officers Memorial Day"**
- Proclamation – May 13-19, 2018 is **"Tomball Police Week"**

Background:

Origination:

City Secretary

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

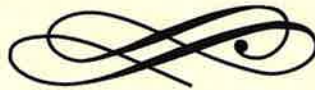
ATTACHMENTS:

“Billie Ann Dio, 2018 Mayor’s Citizen of the Year” Day
Eagle Scout Letter – Samuel Matthew Lopez, Troop 471
"National Hurricane Preparedness Week – Tomball, Texas"
49th Annual Municipal Clerks Week
“Tomball Firefighter Appreciation Week”
"Peace Officers Memorial Day" and "Tomball Police Week"

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** in the thirteen years that Mrs. Billie Ann Dio has been teaching at Tomball High School, she has become a vital part of the community, as well as TISD; and
- WHEREAS,** Mrs. Dio's optimism and dedication to her work, students, and family is truly inspirational, as is her constant demonstration of compassion, kindness, faith, and hard work; and
- WHEREAS,** Mrs. Dio has organized, led and participated in charitable events such as the *March of Dimes*, *Susan G. Komen Race for the Cure*, the beloved Second Saturday at the Depot events, and the *Shower for Shane* project; motivating others to do the same through her spirit and her "no quit-can do" attitude, and
- WHEREAS,** her persistence for excellence and dedication has led the Student Council, which she sponsors, to win sweepstakes in state level projects, to receive the Golden Emblem Award on the national level (awarded to fewer than 200 high schools nationwide), and to receive an award as one of the Top 10 projects on the state level for the *Shower for Shane* project; and
- WHEREAS,** her students consider her "part of the family" and a mentor to all of her students, due to the enormous impact she has made, helping them to achieve more and to reach beyond their capabilities and goals; and
- WHEREAS,** as Mrs. Dio will be moving to Waller ISD beginning with the 2018-2019 school year, the City of Tomball wishes to join TISD and all of the TISD students in honoring Mrs. Dio for all the amazing things she has done and all of the wonderful memories she has created;

NOW, THEREFORE, by virtue of the authority vested in me as **Mayor of the City of Tomball**, on behalf of the Tomball City Council and all citizens hereof, I do hereby proclaim **Monday, May 7, 2018**, as:

***"Billie Ann Dio,
2018 Mayor's Citizen of the Year" Day***



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

Attest: _____

Date: _____

May 7, 2018



City of Tomball

Gretchen Fagan
Mayor

George Shackelford
City Manager

January 11, 2018

Eagle Scout Samuel Matthew Lopez
Boy Scouts of America, Troop 471
15119 Timbershire Court
Magnolia, TX 77355

Dear Eagle Scout Lopez:

It is with great pride that I congratulate you on attaining the prestigious rank of Eagle Scout. It takes a great deal of talent, effort, and determination to accomplish such a challenging goal and it is inspiring to see you realize it. The achievement of Eagle Scout signifies a resolute will, unwavering diligence, staunch perseverance, exceptional character, and a high moral standard of which you can be extremely proud.

We are very proud of you and would like to extend an invitation to be presented with this recognition at one of our upcoming City Council Meetings. Please contact our City Secretary, Doris Speer at 281-290-1002 to select a meeting that is convenient for your schedule.

All your efforts in this important achievement will benefit you throughout your lifetime. I wish you the very best to you and I look forward to hearing about the great things you will accomplish.

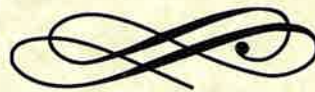
Sincerely,

Gretchen Fagan
Mayor

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** Texas' hurricane season officially begins June 1 and ends November 30, and history teaches that a lack of hurricane awareness and preparation are common threads among all major hurricane disasters, but that knowing our vulnerabilities and the actions we should take can reduce the effects of a hurricane disaster; and
- WHEREAS,** the 624-mile Texas Gulf coastline, areas of Texas hundreds of miles inland, and our area in particular, are vulnerable to the devastating effects of a hurricane or tropical storm, including heavy rainfall, inland flooding, high winds, tornadoes, and storm surges; and
- WHEREAS,** both public and private entities should develop emergency response and recovery plans in accordance with local jurisdictions and local emergency management offices, and
- WHEREAS,** the *National Oceanic and Atmospheric Administration* and the *Texas Division of Emergency Management* have designated the week of May 6 through 12, 2018 as *National Hurricane Preparedness Week*; and
- WHEREAS,** the NOAA, the National Weather Service, the Texas Division of Emergency Management, and the leaders of the City of Tomball strongly suggest that all residents and visitors to this area be made aware of the potential dangers of these storms; and
- WHEREAS,** the best defense is preparedness and public education about the dangers of high winds, storm surge, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, on behalf of the City Council, do hereby proclaim the week of May 6 through May 12, 2018 as:

“NATIONAL HURRICANE PREPAREDNESS WEEK – TOMBALL, TEXAS”

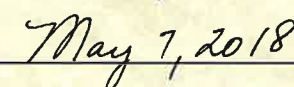
and urge all citizens of the City of Tomball and the surrounding community to participate in hurricane preparedness activities, and to pay close attention to watch and warning instructions.



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



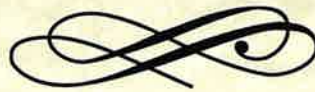
Attest: 

Date: 

Office of the Mayor
Tomball, Texas



Proclamation



WHEREAS, the Office of the Municipal Clerk/City Secretary is a time honored and vital part of local government existing throughout the world; and

WHEREAS, the Office of the Municipal Clerk/City Secretary is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk/City Secretary through participation in education programs, seminars, workshops and annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council, do recognize the week of **May 6 through May 12, 2018,** as:

“49th ANNUAL MUNICIPAL CLERKS WEEK”

and further extend appreciation to our Municipal Clerk/City Secretary, Assistant City Secretary, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



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

[Signature]

Attest: *[Signature]*

Date: *May 7, 2018*

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** the **Tomball Fire Department** has protected the City of Tomball and the surrounding community since its inception in 1934; and
- WHEREAS,** the **City of Tomball** recognizes, honors and promotes the value of the contributions of the members of the **Tomball Fire Department**, who place themselves in harm's way to ensure that persons and property are protected; and
- WHEREAS,** the **Tomball Fire Department** has grown to 18 full-time line positions, 5 full-time administrative/prevention staff members, 34 part-time line positions, 13 volunteer firefighters, and 10 vehicles/apparatus operating from three stations, providing fire and rescue services for the protection of life and property in and around Tomball 24 hours a day, seven days a week; and
- WHEREAS,** the **City of Tomball** and the **Tomball Fire Department** personnel have worked together to provide for the rapid deployment of firefighters and equipment, improved water supply and distribution systems, improved communication systems, and significant firefighter training—resulting in Tomball's earning an ISO rating of 1, the best rating for any fire department—volunteer or career—in the nation, benefitting our residents through the lowest possible insurance rates on property coverage; and
- WHEREAS,** **Tomball Fire Department** personnel also care for the community by teaching first-aid classes, assisting in preparing for and recovery from natural and man-made disasters, providing safe holiday fireworks displays; providing public education, providing Community Emergency Response Team (CERT) training and providing support for local families during the Christmas and Thanksgiving holiday seasons; and
- WHEREAS,** the members of the **Tomball Fire Department** are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education and constantly train to respond to any possible occurrence;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council and all citizens hereof, do hereby proclaim **the week of May 13 through May 19, 2018** as:

"TOMBALL FIREFIGHTER APPRECIATION WEEK"



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

Gretchen Fagan

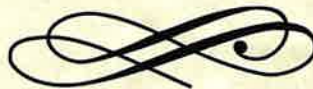
Attest: *Dan Spivey*

Date: *May 7, 2018*

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** in every American community, law enforcement officers commit themselves to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order and serving the cause of justice; and
- WHEREAS,** law enforcement officers, including members of the **Tomball Police Department**, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and
- WHEREAS,** we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends they left behind; and
- WHEREAS,** by Joint Resolution approved October 1, 1962, as amended, Congress authorized and President Kennedy proclaimed May 15th of each year "**Peace Officers Memorial Day**" in honor of the Federal, State and municipal officers who have been killed or disabled in the line of duty, further designating the calendar week in which May 15 falls "**Police Week**," and has directed that flags be flown at half-staff on "**Peace Officers Memorial Day**", under Public Law 103-322, as amended, and
- WHEREAS,** across the nation, **Police Week** is observed with ceremonies, including the hanging of a blue bow or ribbon to honor law enforcements officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and
- WHEREAS,** I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim **Tuesday, May 15, 2018** as:

"PEACE OFFICERS MEMORIAL DAY"

and May 13-19, 2018 as:

"TOMBALL POLICE WEEK"

and encourage the citizens of Tomball and those with us today to join us as we

"HONOR THE STANDING AND THE FALLEN"



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

[Signature]
Attest: *Rain Spur*

Date: *May 1, 2018*

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 7, 2018

Topic:

- May 8, 2018 – Special City Council meeting to Canvass the May 5, 2018 Election - 5:30 p.m.
- May 19, 2018 – ***“Honky Tonk Chili Challenge”*** at the Depot
- May 22, 2018 – ***“Oil Town USA” Jamboree*** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending March 31, 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 March 31, 2018, the City had total cash and cash equivalents in the amount of \$70,534,238.

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:

- May 8, 2018 – Special City Council meeting to Canvass the May 5, 2018 Election - 5:30 p.m.
- Quarterly Investment Report for Period Ending March 31, 2018

**NOTICE OF CANVASS OF ELECTION
AT THE
REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**

MONDAY, MAY 8, 2018



5:30 P.M.

Notice is hereby given that the Canvass of the May 5, 2018 General City Election will be held at a Regular meeting of the Tomball City Council, on Tuesday, May 8, 2018 at 5:30 p.m., at City Hall, 401 Market Street, Tomball, Texas 77375.

Por el presente se notifica que el escrutinio de la Elección General de la Ciudad del 5de mayo de 2018 se realizará en una asamblea regular del Consejo Municipal de la Ciudad de Tomball el martes 8 de mayo de 2018 a las 5:30 p.m. en City Hall, 401 Market Street, Tomball, Texas 77375.

Tháng 5 rõ ràng tổ rằng Canvass của 5, năm 2018 Tướng quân có thể bầu cử sẽ thành phố được tổ chức tại một cuộc họp thường xuyên Tomball của hội đồng thành phố, vào hôm thứ Ba, Có thể 8, năm 2018 vào lúc 5:30 chiều, tại tòa thị chính thành phố, dự án 401 Đường Market, 77375 Tomball, Texas

茲通告 2018 年 5 月 5 日，布紋的長城舉行的定期會議將舉行選舉 Tomball 市議會 2018 年 5 月 8 日，星期二，下午 5 時 30 分，在 City Hall，401 Market Street，得克薩斯州 77375 Tomball

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of May 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC, MMC

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

CITY OF TOMBALL PORTFOLIO DIVERSIFICATION March 31, 2018

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 2,461,213	3.49%
Investment Pools	65,733,100	93.19%
Checking and Cash on hand	2,339,925	3.32%
Total Portfolio	\$ 70,534,238	

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

Diversification By Type

■ Securities
■ Investment Pools
■ Checking and Cash on hand

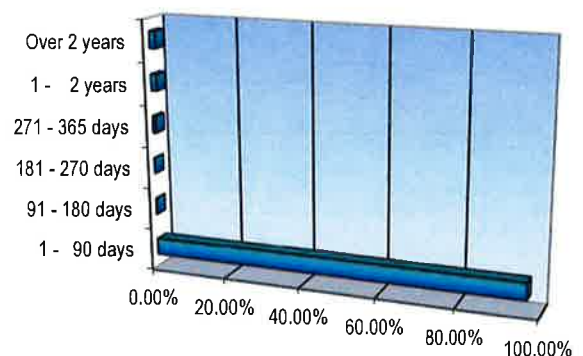


By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 68,073,025	96.51%
91 - 180 days	-	-
181 - 270 days	-	-
271 - 365 days	495,623	0.70%
1 - 2 years	964,585	1.37%
Over 2 years	1,001,005	1.42%
Total Portfolio	\$ 70,534,238	

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

Diversification by Maturity



**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
March 31, 2018**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	1,924,294	1,883,223	0.9787	1.248%	1.76%
Purchases	962,603	962,603			
Maturities	387,289	380,000			
Change in value	-	(4,613)			
Sales					
End of period	2,499,608	2,461,213	0.9846	1.613%	2.09%

Total Accrued Interest at end of period: \$ 7,575

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is **619** days.

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



Treasurer

Asst. Treasurer

**CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF MARCH 31, 2018**

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 03/31/18	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT
1) Kansas St. Dev. Fin. Auth. Revenue- 2.608%	485429Y32	A+	04/15/2020	1.300%	500,625	746	20.341%	151.74
2) Federal Farm Credit Bank- 1.25%	3133EFV38	AA+	03/29/2019	1.250%	495,623	363	20.137%	73.10
3) Denton TX ISD- 2.50%	249002AS5	AAA	08/15/2020	1.600%	500,380	868	20.331%	176.47
4) FANNIE MAE 2.3%	313586RC5	NR	10/09/2019	2.300%	964,585	557	39.191%	218.30
TOTALS				1.613%	2,461,213	634	100.000%	619.61

**CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
March 31, 2018**

FUNDS		CASH AND CASH EQUIVALENTS					INVESTMENTS			TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
MAJOR FUNDS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES	TOTAL INVESTMENTS			
General	\$ 2,585,279	\$ 8,502,058	\$ 841,295	\$ 1,799	\$ 11,930,431	\$ 1,465,210	\$ 1,465,210	\$ 13,395,641		
Debt Service	\$ 968,721	\$ 3,495,218	\$ 165,475	-	\$ 4,629,414	\$ 500,380	\$ 500,380	\$ 5,129,794		
Enterprise	\$ 2,754,957	\$ 3,139,863	\$ 632,161	\$ 600	\$ 6,527,581	\$ 495,623	\$ 495,623	\$ 7,023,204		
OTHER FUNDS										
Special Revenue	\$ 77,559	\$ 14,337	\$ 12,607	-	\$ 104,503	-	-	\$ 104,503		
Housing Trust	\$ -	\$ -	\$ -	-	\$ -	-	-	\$ -		
Municipal Court Building Security	\$ 103,411	\$ 111,626	\$ 12,273	-	\$ 227,310	-	-	\$ 227,310		
Municipal Court Technology	\$ 62,047	\$ 147,210	\$ 24,932	-	\$ 234,189	-	-	\$ 234,189		
Hotel Occupancy Tax	\$ 103,411	\$ 298,947	\$ 62,041	-	\$ 464,399	-	-	\$ 464,399		
Red Light Camera Program	\$ -	\$ 318,172	\$ 12,571	-	\$ 330,743	-	-	\$ 330,743		
Disaster Preparedness	\$ -	\$ -	\$ (236,517)	-	\$ (236,517)	-	-	\$ (236,517)		
Tomball "Fun Runs"	\$ -	\$ 5,020	\$ 5,026	-	\$ 10,046	-	-	\$ 10,046		
General Capital Projects	\$ 51,706	\$ 35,703,281	\$ 377,116	-	\$ 36,132,103	-	-	\$ 36,132,103		
Business Park	\$ -	\$ 939,639	\$ -	-	\$ 939,639	-	-	\$ 939,639		
Fleet Replacement	\$ 465,350	\$ 1,213,735	\$ 235,607	-	\$ 1,914,692	-	-	\$ 1,914,692		
Water Capital Recovery	\$ 103,411	\$ 1,763,605	\$ 14,399	-	\$ 1,881,415	-	-	\$ 1,881,415		
Sewer Capital Recovery	\$ 155,117	\$ 1,372,546	\$ 24,165	-	\$ 1,551,828	-	-	\$ 1,551,828		
Health Insurance Trust	\$ -	\$ 1,251,434	\$ 154,375	-	\$ 1,405,809	-	-	\$ 1,405,809		
Tomball Legacy Fund	\$ -	\$ 25,440	\$ -	-	\$ 25,440	-	-	\$ 25,440		
TOTALS	\$ 7,430,969	\$ 58,302,131	\$ 2,337,526	\$ 2,399	\$ 68,073,025	\$ 2,461,213	\$ 2,461,213	\$ 70,534,238		

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 7, 2018

Topic:
Approve the Minutes of the April 16, 2018 Regular Tomball City Council Meeting and the April 30, 2018 Special Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
N/A

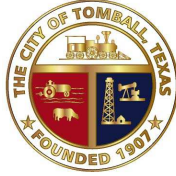
Party(ies) responsible for placing this item on agenda:
City Secretary

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

ATTACHMENTS:

Draft Minutes of the April 16, 2018 Regular Tomball City Council Meeting
Draft Minutes of Minutes of the April 30, 2018 Special Tomball City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, APRIL 16, 2018
6:00 P.M.**

1.0 Call to Order

The Council meeting was called to order at 6:00 p.m. by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – Rob Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Marketing Director – Mike Baxter
Director of Public Works – David Esquivel
Director of Community Development – Craig Meyers
City Engineer – Beth Jones
Assistant City Engineer – Wesley Stoltz
Assistant Fire Chief – Jonathon Fontenot
Fire Marshal – Joe Sykora
Assistant City Secretary – Tracy Garcia
Building Official – Ken Cole
Utilities Superintendent – John Escamilla
Utilities Billing Supervisor – Lauren Sykora
Community Center Director – Rosalie Dillon
Warrant Officer/Bailiff – Ron McGullion
Police Captain – Rick Grassi

2.0 Pastor Corey Hubbard of Bethesda Ministries Church, Tomball, led the invocation.

3.0 David Esquivel led the pledges to the U. S. and Texas Flags.

4.0 No Public Comments were received.

5.0 Reports and Announcements:

- April 28, 2018 – **Lions Club Car Show** – Lone Star College-Tomball
- April 30, 2018 – Special City Council meeting - 5:30 p.m.
- May 8, 2018 – Special City Council meeting to Canvass the May 5, 2018 Election - 5:30 p.m.
- Reports by City staff and members of council about items of community interest on which no action will be taken

6.0 Motion was made by Councilman Townsend, second by Councilman Degges, to approve the Minutes of the April 2, 2018 Regular Tomball City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

7.1 Motion was made by Councilman Stoll, second by Councilman Ford, to adopt, on Second Reading, Ordinance No. 2018-15, an Ordinance Altering the Prima Facie Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, or Parts Thereof, within the Corporate Limits of the City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of this Ordinance (*SH 249 and SH 249 Frontage Roads*). 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 Mayor Fagan opened the Public Hearing of the City Council of the City of Tomball at 6:03 p.m. for the Purpose of Considering the Following Annexation: *374.9 Acres of Land, Located West of SH 249/Tomball Expressway, South of Humble Lake Road, North of a Private Road Forming the Northern Border of Willowcreek Ranch Equestrian Reserve and Boudreaux Estates Section One, and*

East of Willow Creek Ranch Subdivision, Situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being all of a Called 20.000 Acres Tract of Land Conveyed to County of Harris by Jimmy C. Shaw, Et Ux by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, Being all of a Called 117.9465 Acres Tract of Land, Described In Six, (6), Tracts, Conveyed to County of Harris by Merenco Realty, Inc. by Deed Dated October 17, 2014 and Recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, Being all of a Called 229.772 Acres Tract, Described in Thirteen, (13), Tracts, Being all of a Called 4.992 Acres Tract and Being all of a Called 2.363 Acres Tract Conveyed to County of Harris by Harris County Improvement District No. 17 by Deed dated September 11, 2017 and Recorded in County Clerk's File RP-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, Save and Except that Certain Portion of Land out of a Called 3.693 Acres, a Called 2.088 Acres, a Called 3.709 Acres, and a Called 148.751 Acres Tracts that Apparently Lies within the Said Lewis Survey (HCID #17 – Willow Creek Annexation).

Receiving no public comments, Mayor Fagan closed the public hearing at 6:03 p.m.

- 8.2 Mayor Fagan opened the Public Hearing of the City Council of the City of Tomball at 6:04 p.m. for the Purpose of Considering the Following Annexation: Being a 2.844-Acre Tract of Land in the Jesse Pruitt Survey, Abstract No. 629, Harris County Texas, out of and a part of that Certain 4.8914-Acre Tract of Land described in Deed recorded under Clerk's File No. 2013-0036029 of the Official Public Records of Real Property of Harris County, Texas, Located at 22828 Hufsmith-Kohrville Road (Mattern Property).

Receiving no public comments, Mayor Fagan closed the public hearing at 6:04 p.m.

- 8.3 Executive Session: The City Council recessed at 6:05 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – Assistant City Manager

Upon reconvening into regular session at 6:39 p.m., the following action was taken:

- 8.4 Motion was made by Councilman Townsend, second by Councilman Degges, to approve the appointment of David Esquivel as Assistant City Manager, Pursuant to Section 7.02 of the City Charter.

Motion carried unanimously.

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

Meeting adjourned.

PASSED AND APPROVED this the 7th day of May 2018.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

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



**MONDAY, APRIL 30, 2018
5:30 P.M.**

1.0 Call to Order

The Council meeting was called to order at 5:30 p.m. by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend

Members absent:

Councilman Klein Quinn – Excused

Others present:

Assistant City Manager – David Esquivel
City Secretary – Doris Speer
Director of Community Development – Craig Meyers

2.0 No Public Comments were received.

3.0 New Business:

3.1 Mayor Fagan opened the Public Hearing of the City Council of the City of Tomball at 5:31 p.m. for the Purpose of Considering the Following Annexation: Being a 2.844-Acre Tract of Land in the Jesse Pruitt Survey, Abstract No. 629, Harris County Texas, out of and a part of that Certain 4.8914-Acre Tract of Land described in Deed recorded under Clerk's File No. 2013-0036029 of the Official Public Records of Real Property of Harris County, Texas, Located at 22828 Hufsmith-Kohrville Road (Mattern Property).

Receiving no public comments, Mayor Fagan closed the public hearing at 5:31 p.m.

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

Meeting adjourned.

PASSED AND APPROVED this the 7th day of May 2018.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 7, 2018

Topic:

Adopt Resolution No. 2018-12, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Tenth Annual Homecoming Parade and Pep Rally, to be held at the Tomball Depot, Sponsored by the Tomball Independent School District and the Tomball High School Student Council, on Wednesday, September 12, 2018

Background:

The Tomball High School Student Council requests Council's support for its Tenth Annual Homecoming Parade and Pep Rally, to be held on Wednesday, September 12, 2018 from 6:30 p.m. until 8:00 p.m.

Current plans, pending TxDOT approval, are that the parade will form at Tomball Intermediate School and proceed down Main Street (FM 2920) to the Depot at 201 South Elm, where the community-wide pep rally will begin at 7:00 p.m. and the entire event should conclude by 8:00 p.m.. Should TxDOT deny approval of the original route, an alternate route would be used to bring the parade down Malone and Market Streets to the Depot; however, approval from TxDOT has been granted before and approval is expected. TISD and the students wish to return to the depot this year.

Council is asked to approve the use of the Depot and authorize the support of the City, as a co-sponsor of the event, in supplying City support services (Police, Fire, Public Works) as needed.

Origination:

Tomball High School Student Council Officers and Mrs. Dio

Recommendation:

Approval of Resolution No. 2018-12

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

ATTACHMENTS:

Resolution No. 2018-12

Request from Tomball High School Student Council

RESOLUTION NO. 2018-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, SUPPORTING THE TENTH ANNUAL
HOMECOMING PARADE AND PEP RALLY, TO BE HELD AT
THE TOMBALL DEPOT, SPONSORED BY THE TOMBALL
INDEPENDENT SCHOOL DISTRICT AND THE TOMBALL
HIGH SCHOOL STUDENT COUNCIL, ON WEDNESDAY,
SEPTEMBER 12, 2018**

* * * * *

WHEREAS the Tomball Independent School District and the Tomball High School Student Council will undertake the 10th Annual Homecoming Parade and Pep Rally, to be held in the City of Tomball on Wednesday, September 12, 2018 from 6:30 p.m. until 8:00 p.m.; and

WHEREAS the parade will form at Tomball Intermediate School and proceed down Main Street (FM 2920) to the Depot; and

WHEREAS a community-wide pep rally that will include the Cougar Pride Band, Cougar Charms Drill Team, and Cheerleaders will be held at the Depot immediately following the parade, during which the Homecoming Court will be announced; and

WHEREAS the Tomball Independent School District and the TISD Student Council desire and request the support and endorsement of the City of Tomball, including use of the Depot, in this community-wide effort;

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Tomball Independent School District and the TISD Student Council in promoting and undertaking the Homecoming Parade and Pep Rally and pledge to encourage this effort.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 7TH DAY OF MAY 2018.

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary



Tomball High School

30330 Quinn Road
Tomball, Texas 77375-4300
281-357-3220 • FAX 281-357-3248

May 1, 2018

Dear Tomball City Council,

The Tomball High School Student Council has requested to hold our 12th Annual Homecoming Parade and Community Pep-Rally on Wednesday, October 10, 2018. The parade would start at 6:30 PM in front of Tomball Intermediate School, proceeding down 2920 (Main Street) to the Historical Train Depot (approx. 7 PM). The parade will have floats and groups walking, including the Homecoming court along with various clubs and sports at Tomball High School. The community pep-rally would begin at 7 PM at the Train Depot, where we will use the stage to introduce the Homecoming Court. We feel the event will be ending no later than 8:30 PM. Thank you for helping us make this another outstanding homecoming to remember.

Tomball High School
Student Council Officers & Mrs. Dio

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 7, 2018

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments Against Section Three Properties in the City of Tomball Public Improvement District Number Two Raleigh Creek Subdivision) Established by City Council Resolution No. 2007-22

Background:

Origination:

Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

N/A

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
---	---	--------------

ATTACHMENTS:

Public Hearing Notice - May 7, 2018

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**

MONDAY, MAY 7, 2018



6:00 P.M.

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF TOMBALL TO CONSIDER PROPOSED ASSESSMENTS
AGAINST SECTION THREE PROPERTIES IN THE CITY OF
TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER TWO
(RALEIGH CREEK SUBDIVISION) ESTABLISHED BY CITY
COUNCIL RESOLUTION NO. 2007-22.**

In accordance with Chapter 372 Local Government Code the Assessment Roll for Section Three properties in the City of Tomball Public Improvement District Number Two has been prepared and is on file and open for public inspection in the office of the City Secretary. A Public Hearing on the Assessment will be held by the City Council as follows:

DATE & TIME: Monday, May 7, 2018, 6:00 p.m.

PLACE: City Council Chambers, 401 Market Street, Tomball, Texas 77375

COST OF IMPROVEMENTS: \$1,075,093.00

GENERAL NATURE OF THE IMPROVEMENTS: The public improvements include the construction of water lines, sanitary sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation ions, financing, and administrative costs.

BOUNDARIES: The boundaries are described in the final plat of Raleigh Creek Section Three, Being 14.7098 Acres of Land, Situated in the Joseph Miller Survey, Abstract Number 50, Harris County, Texas, and also being a Replat of Reserve "I" of Raleigh Creek Section Two, as Recorded in Film Code No. 663121 H.C.M.R.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

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 17th day of April 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

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: May 7, 2018

Topic:

Adopt, on First Reading, Ordinance No. 2018-17, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Three Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto

Background:

Public Improvement District Number Two was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. Assessments were levied on Section One properties in 2014 and earlier this year in Section Two. The developer has completed improvements for Section Three properties and the assessments now need to be levied on those lots.

As with Section One and Two lots, the assessments proposed are on a per lot basis. Based on the public infrastructure costs for the development, the total, one-time assessment \$26,197.39 is proposed which represents the principal amount of the assessment. The annual installment (financed assessment) proposed is \$2,876.33 which is the principal amount of the assessment amortized over 15 years at 7% interest. With the annual administrative cost of \$71.91 per lot, the total annual payment will equal \$2,984.24 per lot.

Home values in Raleigh Creek are expected to average \$350,000. A \$2,984.24 annual assessment installment payment on a \$350,000 home is the equivalent of a \$0.85 property tax rate.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

As with other City Public Improvement Districts, Harris County will collect the PID assessments in the same manner as property taxes and transferred to a City-established PID revenue fund. A report on the reimbursable developer costs will be performed by a qualified CPA firm and the revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Origination:

Scott Bean, Hawes Hill Calderon

Recommendation:

Adopt Ordinance No. 2018-17 on First Reading

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
---	---	--------------

ATTACHMENTS:

Ordinance No. 2018-17 - PID 2 Assessment Section Three

TPID - Assessment Roll - Section Three

Council Information Sheet - PID 2

PID Primer

Listing of City PIDs Along With Equivalent Tax Rates

ORDINANCE NO. 2018-17

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
LEVYING AN ASSESSMENT AGAINST SECTION THREE
PROPERTIES WITHIN THE CITY OF TOMBALL PUBLIC
IMPROVEMENT DISTRICT NUMBER TWO (RALEIGH CREEK
SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED
THERETO.**

* * * * *

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 to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Two (the “PID”), adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement, **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 assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, *inter alia*, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. 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. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. 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 THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF MAY 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 21ST DAY OF MAY 2018.

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

GRETCHEN FAGAN, Mayor

Attest:

DORIS SPEER, City Secretary

Approved as to form:

Loren B. Smith, City Attorney

Public Improvement District Number Two
Raleigh Creek Subdivision
Section Three Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	1	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	16	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	17	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	18	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	16	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	17	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	18	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	19	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	20	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	21	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	22	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	23	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24

Public Improvement District Number Two
Raleigh Creek Subdivision
Section Three Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	1	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	16	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	17	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	18	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	16	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	17	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	18	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	19	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	20	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	21	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	22	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	23	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24

Council Item Information Sheet – Section Three Assessment Roll for Public Improvement District No. 2 (Raleigh Creek Subdivision).

Action Requested

Approval of the Section Three Assessment Roll.

Information

Public Improvement District Number Two was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. Assessments were levied on Section One properties in 2014 and earlier this year in Section Two. The developer has completed improvements for Section Three properties and the assessments now need to be levied on those lots.

As with Section One and Two lots, the assessments proposed are on a per lot basis. Based on the public infrastructure costs for the development, the total, one-time assessment \$26,197.39 is proposed which represents the principal amount of the assessment. The annual installment (financed assessment) proposed is \$2,876.33 which is the principal amount of the assessment amortized over 15 years at 7% interest. With the annual administrative cost of \$71.91 per lot, the total annual payment will equal \$2,984.24 per lot.

Home values in Raleigh Creek are expected to average \$350,000. A \$2,984.24 annual assessment installment payment on a \$350,000 home is the equivalent of a \$0.85 property tax rate.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

As with other City Public Improvement Districts, Harris County will collect the PID assessments in the same manner as property taxes and transferred to a City-established PID revenue fund. A report on the reimbursable developer costs will be performed by a qualified CPA firm and the revenues will be disbursed to the developer once a year after administrative costs have been deducted.

EXAMPLE AMORTIZATION SCHEDULE

Duration (in years)	15
Interest Rate	7.0 0%
Annual Payment Amount	\$2, 87 6.3 3 \$4
Total Lifetime Payments	3,1 44. 99
	\$2
Total Principal	6,1 97. 39 \$1
Total Interest	6,9 47. 60

	Pa ym ent	Pri nci pal	Int ere st	Pa ym ent	Pr inc ip al Ba la nc e
					\$2 6,1 97. 39
		\$1, 04	\$1, 83	\$2, 87	\$2 5,1
		2.5	3.8	6.3	54.
1	2	2	3	87	
		\$1, 11	\$1, 76	\$2, 87	\$2 4,0
		5.4	0.8	6.3	39.
2	9	4	3	38	
		\$1, 19	\$1, 68	\$2, 87	\$2 2,8
		3.5	2.7	6.3	45.
3	8	6	3	81	
		\$1, 27	\$1, 59	\$2, 87	\$2 1,5
		7.1	9.2	6.3	68.
4	3	1	3	68	

	\$1,	\$1,	\$2,	\$2
	36	50	87	0,2
	6.5	9.8	6.3	02.
5	2	1	3	16
	\$1,	\$1,	\$2,	\$1
	46	41	87	8,7
	2.1	4.1	6.3	39.
6	8	5	3	97
	\$1,	\$1,	\$2,	\$1
	56	31	87	7,1
	4.5	1.8	6.3	75.
7	3	0	3	44
	\$1,	\$1,	\$2,	\$1
	67	20	87	5,5
	4.0	2.2	6.3	01.
8	5	8	3	39
	\$1,	\$1,	\$2,	\$1
	79	08	87	3,7
	1.2	5.1	6.3	10.
9	4	0	3	15
	\$1,		\$2,	\$1
	91	\$9	87	1,7
	6.6	59.	6.3	93.
10	2	71	3	53
	\$2,		\$2,	\$9,
	05	\$8	87	74
	0.7	25.	6.3	2.7
11	9	55	3	5
	\$2,		\$2,	\$7,
	19	\$6	87	54
	4.3	81.	6.3	8.4
12	4	99	3	1
	\$2,		\$2,	\$5,
	34	\$5	87	20
	7.9	28.	6.3	0.4
13	4	39	3	6
	\$2,		\$2,	\$2,
	51	\$3	87	68
	2.3	64.	6.3	8.1
14	0	03	3	6
	\$2,		\$2,	
	68	\$1	87	
	8.1	88.	6.3	\$0.
15	6	17	3	00

T
O
T
A
L

\$2	\$1	\$4
6,1	6,9	3,1
97.	47.	44.
39	60	99

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.

Listing of City of Tomball PIDs (Public Improvement Districts)

Equivalent Tax Rates

- | | |
|-------------------------------------|---------|
| 1. PID # 1. Pine Country | \$ 0.42 |
| 2. PID # 2. Raleigh Creek | \$ 0.85 |
| 3. PID # 3. Reserve at Spring Creek | \$ 0.90 |
| 4. PID # 4. Not Assigned | |
| 5. PID # 5. Yaupon Trails | |

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 7, 2018

Topic:

Approve Amendment No. 1 to Consultant Services Agreement with MuniServices, LLC to Perform Audit and Administration Services to Assist the City of Tomball with the Collection and Administration of the City of Tomball's Local Hotel Occupancy Tax, and Authorize the City Manager to Execute the Amendment Agreement

Background:

In 2013, Council approved the Consultant Services Agreement with MuniServices, LLC to administer the City's local hotel occupancy tax and also perform audits of each hotel's records to ensure compliance with both the City's hotel tax ordinance and the State's occupancy tax laws.

Approval of Amendment No. 1 will extend the Agreement for an additional two-year period, to expire on February 13, 2020.

Staff recommends approval of Amendment No. 1.

Origination:

Glenn Windsor, Finance Director

Recommendation:

Approval of the Amendment No. 1 Agreement with MuniServices, LLC and authorizing the City Manager to execute the Amendment Agreement.

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
---	---	--------------

ATTACHMENTS:

Amendment No. 1
2013 MuniServices, LLC Consultant Services Agreement
2013 Memo to City Manager

**Amendment No. 1 to
Consultant Services Agreement**

This Amendment No. 1 is made as of _____, 2018, by and between the City of Tomball, a municipal corporation ("City"), and MuniServices, LLC a Delaware limited liability company ("Consultant") collectively the Parties.

RECITALS

- A. On or about February 13, 2013, City and Consultant entered into an agreement for Local Occupancy Tax Audit and Administration Services (the "Agreement").
- B. The initial term of the Agreement was for a three-year period with two automatic renewals of one-year terms.
- C. By way of this Amendment, the Parties desire to extend the term of the Agreement for an additional two-year period.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here, the Parties agree as follows:

AGREEMENT

- 1. Amend Section 5 Term of this Agreement.** Add to the end of the paragraph the following:

The Agreement, as may have been amended from time to time, is hereby extended for an additional two-year period ending on February 13, 2020.

- 2. Other terms:**

All other terms and conditions of the Agreement remained unchanged.

IN WITNESS WHEREOF, the parties are signing this Amendment on the date stated in the introductory paragraph.

Consultant
MuniServices, LLC

City of Tomball,
a Municipal Corporation

Kennon Walthall
Senior Vice President

(signature)

Robert S. Hauck, City Manager
(print name/title)

**MuniServices, LLC
Consultant Services Agreement**

1. Us.

We are MuniServices, LLC, a Delaware limited liability company, and a wholly owned subsidiary of Portfolio Recovery Associates, Inc.; with an office at 7625 N. Palm Avenue, Suite 108, Fresno, California 93711. In this Agreement we are referred to as "MuniServices" or "we", "our", "us. We use our sister company, RDS, to assist us with work. Sometimes we will refer to you and us as the "Parties."

If you need to contact us a short list of helpful contacts is attached as Attachment 3.

If you are sending us a notice required by this Agreement, send it to:

MuniServices, LLC
Attn: Legal Department
7625 N. Palm Avenue, Suite 108
Fresno, CA 93711
Email: legal@muniservices.com
Facsimile: 559.312.2852

When providing notice to us, you must also provide a copy of the notice to: PRA General Counsel, 120 Corporate Blvd., Suite 100, Norfolk, VA 23502. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. We do not accept notices by email or facsimile. Notice of rate changes or distribution changes must be sent by certified mail.

2. You.

You are the City of Tomball. You are a municipal corporation of the State of Texas. In this Agreement we will refer to you as "you", "your", "yours". If we are sending you a notice required by this Agreement, we will send it to:

City of Tomball

Attn: Glenn Windsor, Finance Director
401 Market Street
Tomball, TX 77375
Email: gwindor@ci.tomball.tx.us
Facsimile: 281.351.6256

3. Our Services and your payment.

We will provide you with the services listed in Attachment 1 (the "Services"). You will pay us the fees listed in that same Attachment. If we are providing more than one Service, each service will have a separate attachment and will be labeled Attachment 1-1, 1-2, etc.

4. What our Services do not include.

We do not provide to you or any third-parties any legal advice or services. We also do not provide tax advice to you or third parties. Also we cannot and therefore do not establish: the tax rates due from taxpayers; and the penalties and fees that are assessed against taxpayers (though we will calculate these amounts for you as part of the Services once you have established the rates). We also do not determine either the amount of refunds or the proper government account(s) that taxpayer receipts shall be deposited into.

5. Term of this Agreement.

The initial term of this Agreement begins on 2-13-2013, 2013 (the "Effective Date") and continues for a period of three years from the Effective Date. Thereafter this Agreement will automatically renew for two successive one year terms (each a "Renewal Term"), unless either party notifies the other in writing of its intent not to renew 90 days prior to the end of the initial term or any Renewal Term. There are some other ways this Agreement can end and those are found in Article I of the General Provisions, Attachment 2.



ATTACHMENT 1 Local Occupancy Tax Program Audit and Administration Services



Article 1-Objectives and Methods

MuniServices' Local Occupancy Tax Program Audit service is intended to assist the City in maximizing lodging tax revenue it is entitled to through an on-site examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the lodging tax. The Administration service offers a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up and reporting of the local lodging tax. This service includes all correspondence, forms and other such services to ensure appropriate and timely remittance of the tax.

Article 2-Scope of Work

1. Field Audit Services

- a. Perform on-site examinations of the records of those providers requested by City to warrant further investigation;
- b. Provide City staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- c. In coordination with City staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- g. Review exempted revenue for proper qualifying documentation;
- h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance;
- i. Where possible, compare the State lodging tax filings with City's tax returns;
- j. For each error/omission identified and confirmed, submit substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- k. Coordinate with designated City official(s) as necessary to review findings and recommendations;
- l. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for City to advise lodging providers of examination results
- m. Provide assistance to City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- n. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.

2. Administration Services

A. Remittance Processing

1. Taxes Processed: MuniServices will perform remittance processing for lodging taxes as designated by the City.
2. Taxpayer Notification and Remittance: MuniServices will send individualized tax forms to all known lodging providers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Exhibit A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to City, MuniServices may change the address for payments. Optional Online File and Pay - For an additional set up fee, online filing and remittance using standard MuniServices formatting will be provided for the Taxpayers convenience.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the City for each type of tax collected, as shown in more detail on Exhibit A
4. Posting Process: Taxpayer accounts are posted with payment information captured in the MuniServices revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to the payment data and taxpayer master file (as determined necessary by

MuniServices). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. **Changes to Exhibit A:** The City shall notify MuniServices in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, MuniServices shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the City, then the City shall immediately notify MuniServices and, thereafter, MuniServices shall take the steps necessary to insure that designated recipients receive the amounts intended by the City.

B. Compliance Services

1. **Taxes Reviewed:** MuniServices will perform compliance services for lodgings taxes designated by City under Remittance Processing Services. MuniServices will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the City, MuniServices will make reasonable efforts to collect taxes designated by the City hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection. If the City elects to have its attorney pursue collection of certain uncollected accounts, MuniServices will assist the City attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, MuniServices representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to City in the same manner as provided for pursuant to *Section B*, above.

C. General Provisions

1. **Information Provided:** The City represents that the information provided to MuniServices in the performance of services hereunder shall be provided free and clear of the claims of third parties. The City represents that it has the right to provide this information to MuniServices and that said information shall not be defamatory or otherwise expose MuniServices to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** MuniServices will provide a taxpayer assistance number for taxpayer questions. MuniServices will provide standard informational brochures for placement in the City offices, Chamber of Commerce offices, libraries and any other facilities as requested and/or deemed necessary.

3. Mandatory Reporting to the State of Texas - Required Compliance

The Bill requires that, if, as a result of an audit conducted, a City obtains documentation or other information showing a failure to collect or pay local and state occupancy taxes when due, the City shall notify and submit the relevant information to the Texas Comptroller. The City will receive a 20% finder's fee from the State of Texas upon receipt of payment from the lodging provider. During MuniServices meetings with the Texas Comptroller regarding HB 2048 and its administration, the report submitted to the State must have these additional specifications, but is not limited to:

- a. Summary of all hotels with local and state deficiencies discovered during our audit.
- b. Detailed Audit Support for findings over \$2,000 (qualifying audits) due to the state.
- c. Audit report should include audit period.
- d. Separate documentation that breaks down the findings in each area by month.
- e. Separate documentation that itemizes the state only exemption details.
- f. Audit Communication executed by the hotel.
- g. Audit Report based on State Auditing Procedures.

Article 3-Deliverables

1. Field Audit Services

- a. Provide City staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined.
- b. For each error/omission identified and confirmed, submit a written report substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
- c. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.
- d. Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to City staff; and
- e. Provide other collections advice upon request.

2. Administration Services

MuniServices will make available to City detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.

MuniServices will provide the City with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the City's account numbers and all fees paid to MuniServices. These reports will be provided by the 10th of the month following the tax month;

The City AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE City TO MuniServices WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE; All items credited will be subject to receipt of payment.

3. Mandatory Reporting to the State of Texas

Should the City authorize MuniServices to provide the additional services as required, MuniServices shall:

- a. Provide a complete report, with supporting documentation, to the Texas State Comptroller (and the City) based on the requirements outline in HB 2048 for each applicable local audit performed on behalf of the City. The report will be provided to the Comptroller within 30 days of the completion of the audit and will include all substantiation of the issues and findings reported.
- b. Provide a monthly status to the City that tracks the submissions to the Comptroller's Office. This tracking tool's purpose is to provide the City with necessary information to ensure proper administration and follow up for the 20% finder's fee.
- c. Act as the City's advocate and representative in all communications with the Texas State Comptroller in regards to the local hotel occupancy tax audit sharing program, including Notifying the Comptroller's office if they should expect disputes or protest of an audit.

Should the City elect to have MuniServices provide the services necessary to comply with HB 2048, the City will be required to provide a Letter of Authorization to the State Comptroller's Office designating MuniServices as an authorized agent of the City for the purposes of administration of this local hotel occupancy tax audit sharing program.

Article 4-Compensation

Audit

The Audit Services shall be provided for a fixed fee of one thousand five-hundred (\$1,500) for each lodging property audited with 50% due at the time of audit approval and 50% upon completion of the audit.

Administration

The Administration Services shall be provided for a one-time set up fee of one thousand dollars (\$1,000), plus an annual fixed fee of two hundred dollars (\$200) per each lodging property.

Discount

If the City permits on-site examination of the records of ten percent (10%) of the City's standard lodging properties per year to insure compliance in collecting and returning the local hotel occupancy tax, MuniServices shall discount the Administration services to an annual fixed fee of one hundred dollars (\$100) per each lodging property.

Optional Online File and Pay

By initialing in the space provided here, the City indicates it is selecting the optional online file and pay and authorizing MuniServices to bill the City for the one-time set up fee of \$1,500 which will be invoiced upon execution of this Agreement.

GCS

Travel and Out-of-Pocket

Reasonable travel and other out-of-pocket expenses associated with the performance of field audits will not exceed \$150 per audited property without the prior written approval of the City. Such reimbursement shall be billed annually.

Mandatory Reporting to the State of Texas

Should the City authorize MuniServices to provide the additional services (Mandatory Reporting to the State), the City agrees to pay MuniServices as follows:

- a. Cost per Audit: A flat fee of \$400.00 per qualifying audit will be charged for each audit submitted to the State Comptroller under the program and includes all the services outlined in the above "Proposal for Additional Services" section.
- b. The \$400 flat fee will be billed on a monthly basis for each report submitted to the Comptroller during that month.
- c. If, in order for the state to collect on an audit and/or the city to receive their finder's fee, additional or non-standard work is required outside of the above listed services, MuniServices will bill the City an hourly rate plus additional expenses incurred. Examples of additional or non-standard work includes, but is not limited to, additional field visits after an audit has been submitted as final, , testifying at hearings or court proceedings to support the work performed by our auditors, and any other activities requested by either the City or the Comptroller in regards to collection on an audit, etc.
- d. Any work required outside of \$400 flat fee will only be performed with prior written approval from the City. The hourly services will be billed at the rate of \$100 per hour, plus actual expenses. These additional hours will be invoiced at the time the case is resolved to the Comptroller's satisfaction.

Mandatory Reporting to the State of Texas

Please choose one of the two options below. If the City desires for MuniServices to perform the new Mandatory Reporting to the State of Texas, and this letter agreement correctly reflects the terms agreed to by MuniServices and the City, please counter-sign this letter agreement in the space provided below.

If the City acknowledges its obligations under House Bill 2048 and hereby elects to "OPT OUT" of MuniServices optional service to provide services required to perform the Mandatory Reporting to the State of Texas on its behalf, please counter-sign this letter agreement in the space provided below.

- a. City will need to enter in to an agreement with the Comptroller to insure that they make reasonable efforts to collect on each submission and reimburse the city for any hourly fees and expenses incurred on behalf of the state.
- b. City can expect payment of the finder's fee no sooner than 6 month's from the date of submission to the Comptroller, as the finder's fee is not due until the assessment is Administratively Final.
- c. City has an obligation to submit all findings to the Comptroller whether or not they contract with MuniServices. As such, MuniServices will require an "opt out" document be signed by the city if they chose not to have our assistance in fulfilling this requirement.

(Actual bill located at: <http://www.sos.state.tx.us/statdoc/bills/hb/HB2048.pdf>)

YES - By signing in the space provided here, I hereby authorize MuniServices to perform the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011, and agree to compensate MuniServices as outlined above

By: _____

Name: George Shackelford

Title: City Manager

Date: 2-21-2013

NO - By signing in the space provided here, the City declines MuniServices additional services option and acknowledges that MuniServices will have no responsibility or liability related to the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011.

By: _____

Name: _____

Title: _____

Date: _____

Additional Consulting

City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$300 per hour.

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

- Principal: \$300 per hour
- Client Services: \$250 per hour
- Information Technology (IT) support: \$200 per hour
- Operational Support:
 - Director: \$175 per hour
 - Manager: \$150 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

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

Article 5 – City Obligations

The City shall assist MuniServices by providing necessary information and assistance to include, but not be limited to, the following:

Field Audit Services

Send Audit Announcement Letter to each lodging provider to be examined with a copy to MuniServices.

Administration Service

Prior to the start of the work to be performed, provide MuniServices with (1) the most recent registration to collect the tax and (2) returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;

Inform MuniServices of any circumstances concerning current existing payees;

Inform Muniservices of the development of new lodging properties no later than the Certificate of Occupancy being granted;

Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;

Undergo training in the use of online applications.

Distribution Confirmation

The City will fill in the account information requested on Exhibit A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Exhibit A, the City shall immediately notify MuniServices in writing of all changes in amounts to be deposited into the accounts of designated recipients.

EXHIBIT A
DISTRIBUTION CONFIRMATION

January 28, 2013

City of Tomball
Attn: Glenn Windsor, Finance Director
401 Market Street
Tomball, TX 77375

Dear Mr. Tomball:

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

Agency	Routing #	Account #	Distribution %	Tax Type
			100%	Lodging

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

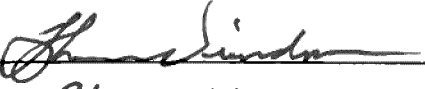
IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

MuniServices, LLC
2317 Third Avenue North, Suite 200
Birmingham, AL 35203
Attn.: Kennon Walthall, COO& SVP, Operations

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

Connie Taylor, Client Relations Manager
MuniServices
(Phone): 205-423-4144
(Fax): 205-423-4097
(E-mail): ctaylor@revds.com

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

By: 
Name: Glenn Windsor
Title: Finance Director

ATTACHMENT 2
General Provisions

Article I

Within 5 business days after signing this agreement.	You will designate, in writing, one individual to whom we may address communications concerning this Agreement. This person or such person's designee will be the principal point of contact for us in obtaining decisions, information, approvals, and acceptances.
10 business days after you receive our invoice.	You have until this date to dispute in the invoice, or a portion of it, in writing. Your written dispute must be post-marked by this date and must be sent to the addresses in paragraph 1 of the Agreement. (Paragraph 1 is located on the front page of the agreement and is titled "Us".)
10 business days after we receive your written notice that you dispute an invoice or part of an invoice.	We will either correct the error or explain to you why we think the invoice is correct. During this time, we will not try to collect the amount being disputed.
30 days after receiving our invoice.	You must pay our invoice(s) by this date. If you do not pay by that time, we have the right to charge you interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, on any amounts you do not pay within thirty days. If we refer your account to an attorney for collection of past due amounts, we may charge you for our reasonable attorney fees, including costs for attorneys who are employed by us, and court costs incurred by us to the extent permitted by law. Any settlement of your account balance for less than what is owed requires our written consent.
40 days after receiving our invoice	If you have not paid, and have not disputed an invoice as provided above, then we may terminate this Agreement with no further notice and we have no further obligation to you.
When you provide us with information for use in the Services.	By providing us information, you represent that: • you have the right to provide us the information without violating the rights of third-parties; • your release of the information to us does not violate any applicable laws and regulations; and • to the best of your knowledge the information is accurate and not defamatory. You will notify us immediately if there is a change in the information you have provided to us.
If we send you a report or other deliverable.	You will review all reports we provide to you in a timely fashion and you will notify us immediately if you find a discrepancy in any of the information we have provided to you. Upon payment therefore, we will grant you all right, title, and interest in and to the reports, charts, graphs, and other deliverables we are required to produce under this Agreement.
While the Agreement is effective.	We will keep in full force and effect insurance coverage during the term of this Agreement including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. You may at any time request copies of our certificates.
90-days after prior written notice.	This Agreement terminates for convenience but only if the terminating party sends the notice to the person designated to receive notices under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement).

After giving written notice of a breach other than a failure to pay.	The non-breaching party may immediately terminate this Agreement if: • the written notice of the breach was sent to the person designated to receive notices for the breaching party under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement); and the breach is not your failure to pay (that situation is addressed separately below.); and • the breach has not been cured in a reasonable time after the breaching party received notice. Ordinarily, 30 days will be a reasonable time to cure the breach but if the party receiving notice of the breach can demonstrate that the breach will take more than 30 days to cure, the non-breaching party and breaching party will agree on an extended period to cure the breach.
After the occurrence of a “financial default”	A party may terminate this Agreement immediately if the other party experiences a “financial default.” A “financial default” means: • a material adverse change in a party’s financial condition that adversely affects its ability to perform hereunder; or • a party becomes or is declared insolvent or bankrupt; or • a party is the subject of any proceedings relating to liquidation or insolvency or for the appointment of a receiver; or • a party makes an assignment for the benefit of all or substantially all of its creditors; or • a party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations. If you experience a “financial default” then we may, at our option, declare the entire outstanding amounts and costs owing to us hereunder immediately due and payable.
This Agreement is terminated or expires.	You remain obligated to: (1) pay us for Services performed through the effective date of the termination or expiration; (2) if applicable, provide us with all the information necessary for us to calculate what you owe us on revenue you receive after the termination or expiration; and (3) if applicable pay invoices we send you after the expiration or termination of this Agreement for Services performed before termination or expiration or for continuing payments required by the Scope of Work or for both.

Article II. The parties also agree to the following miscellaneous terms.

1. *Independent Contractor.* We are an independent contractor. Nothing in this Agreement is to be interpreted as: creating the relationship of employer and employee between you and us or between you and any of our employees or agents; or creating a partnership or joint venture between you and us. We are responsible for any subcontractors we use in performing Services for you and we are solely responsible to pay those subcontractors. We may perform similar services for others during this Agreement and you agree that our representation of other government sector clients is not a conflict of interest.
2. *Compliance with Laws.* The parties agree to comply with all applicable local, state and federal laws and regulations during the term of this Agreement.
3. *Intellectual Property.* We retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement.
4. *Waiver.* Either party's failure to insist upon strict performance of any provision of this Agreement are not to be construed as a waiver of that or any other of a party's rights under this Agreement at any later date or time.
5. *Force Majeure.* Neither party is liable for failing to perform its obligations hereunder (other than payment obligations) where performance is delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.
6. *Counterparts.* This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
7. *Assignment.* MuniServices may assign this Agreement, in whole or in part, without your consent to any corporation or entity into which or with which MuniServices has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MuniServices; or any corporation or entity which acquires all or substantially all of the assets of MuniServices. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
8. *Public Release and Statements.* Neither you nor we nor each of our representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other Party. No Party or its agent will use the name, mark or logo of the other Party in any advertisement or printed solicitation without first having prior written approval of the other Party. The Parties shall take reasonable efforts to ensure that its Subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other Party without that Party's prior written approval. In addition, the Parties agree that their contracts with all Subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
9. *Entire Agreement.* This Agreement is the entire Agreement between us and you for the Service(s). This Agreement supersedes and replaces any prior Agreements, of whatever kind or nature, for the Service(s). Any prior Agreements, discussions, or representations not expressly set forth in this Agreement are of no force or effect. No additional terms, Purchase Order Terms and Conditions, or oral or written representations of any kind are of any force and effect unless in writing and signed with the same formality as this Agreement.
10. *No Oral Modification.* No modification of this Agreement is effective unless set forth in writing and signed with the same formality as this Agreement.
11. *Invalidity.* If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.
12. *Construction.* This Agreement is to be construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals.
13. *Headings.* The section headings herein are for convenience and reference purposes only and are not to serve as a basis for construction or interpretation.

Attachment 3 MuniServices Helpful Contacts

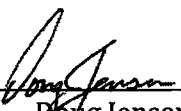
Contact	Project Role	Phone	Email
Ted Kamel	Client Services Manager	903.952.9794	ted.kamel@muniservices.com
Doug Jensen	SVP Client Services	559.288.8943	doug.jensen@muniservices.com
Lisa Broussard	VP Client Services	713.459.5079	lisa.broussard@muniservices.com
Andrea Hunter	VP Audit Services	205.533.0297	ahunter@revds.com
Christy Cato	VP Tax Administration	205.423.4136	ccato@revds.com
Carol Dyar	Tax Administration Manager	205.423.4145	cdyar@revds.com
Kandi Warnock	TOT Production Manager	817.905.7027	kandi.warnock@muniservices.com
	Billing Department	757.321.2517	acctpay@portfoliorecovery.com
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Brenda Narayan	Director of Government	916.261.5147	brenda.narayan@muniservices.com
Patricia A. Dunn	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com

6. General Provisions.

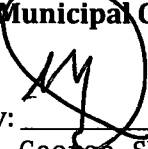
The parties are also bound by the General Provisions as set forth in Attachment 2 of this Agreement, which are by this reference incorporated into this Agreement. If something in this Agreement contradicts the General Provisions, then what is said in this Agreement governs rather than the General Provisions.

The Parties are signing this Agreement on the Effective Date indicated in Section 5 above.

MuniServices, LLC

By: 
Doug Jensen
Title: SVP Client Services

**City of Tomball,
a Municipal Corporation**

By: 
George Shackelford
Title: City Manager

ATTEST:


City Clerk



MEMORANDUM

To: George Shackelford, City Manager

From: Glenn Windsor, CPA, Finance Director

Subject: Proposal for Local Occupancy Tax and Consulting Services from MuniServices, Inc.

Date: January 24, 2013

We have contacted the firm of MuniServices, Inc. to assist with the collection of local occupancy taxes from the seven (7) hotels in the city limits of Tomball.

We currently have one hotel that has been consistently delinquent (over the past three years) in remitting the 7% occupancy taxes to the City and they remain delinquent after numerous attempts at collection. Our contacts with them included telephone calls, letters, and meetings with the owners/managers to resolve the issue. After making several small payments throughout the timeframe and numerous promises to pay, this particular hotel is still several quarters behind.

Another hotel has made sporadic payments and after numerous promises to get back into compliance. they still have not remitted for the past four quarters. In addition they do not respond to correspondence nor will they return telephone calls.

Another issue that we are dealing with is the hotel's claim that they are exempt from collecting the tax because of the occupant's length of stay. Under current law if an occupant stays in the hotel for a period that exceeds 30 days, they are exempt from the occupancy tax. Our largest hotel is already claiming this exemption (on certain room rentals), on their state taxes, but we do not have a way to determine if they are claiming it on the local tax without performing an audit of their records.

The MuniServices, Inc. firm would be able to assist in getting all of the hotels fully compliant with the collection and remittance of the taxes that are due to the City. They would do this by auditing the hotel's records (which the hotels are legally required to provide) and collection of any delinquent taxes. All work performed is paid by a flat consulting fee and not by a percentage of the taxes recovered.

Additionally, if a hotel is found to be delinquent, the Texas Hotel Occupancy Tax law includes a provision that will allow us to recover (from a non-compliant hotel) any fees paid to MuniServices, Inc.. We already know that two of the hotels are delinquent, so our plan would be to have the largest hotel audited along with the two smaller ones that we know are delinquent. In that way, we would pay

\$ 1,500 for one audit and be reimbursed the fees for the other two.

Additionally, MuniServices, Inc. offers the *HOT Administrative Service* for a fee of \$ 100 per hotel, per year which would amount to \$ 700 per year (for 7 hotels). This service offers a “turnkey” approach to ensure appropriate collection, deposit, recording, delinquency follow-up and reporting of the local occupancy tax. The *Auditing Service* fee, as mentioned previously, is \$ 1,500 per hotel with a maximum travel cost of \$ 200. As stated, our plan would be to audit the one large hotel and the two delinquent hotels for a net fee to MuniServices, Inc. of \$ 2,200. We have priced these specific services with our current city auditors, Weaver & Tidwel, LLP and their prices per audit ranged from \$ 3,500 to

\$ 7,000 depending on the size of the hotel, a substantially higher amount per audit.

In conclusion, our hotel occupancy tax revenue is a significant resource to our City and I believe that we need to ensure compliance with the collection of the taxes. From a “cost-benefit” perspective, the fee paid to MuniServices, Inc. is minimal in light of our annual budgeted revenue amount of \$ 350,000. Adequate funds are available in the Hotel Occupancy Fund or in the Finance Department account that pays for our annual city audit. City Attorney Loren Smith is familiar with the firm as some of their city clients have utilized the services of MuniServices, Inc.. They are also endorsed by the Texas Municipal League.

Please let me know if you have any questions or need additional information.

Glenn Windsor, CPA

Finance Director

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 7, 2018

Topic:

Adopt, on First Reading, Ordinance No. 2018-12, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include all of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball all of the Territory within Such Limits and Boundaries; Approving a Service Plan for all of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (374.9 Acres of Land, Located West of SH 249/Tomball Expressway, South of Humble Lake Road, North of a Private Road Forming the Northern Border of Willowcreek Ranch Equestrian Reserve and Boudreaux Estates Section One, and East of Willow Creek Ranch Subdivision, Situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being all of a Called 20.000 Acres Tract of Land Conveyed to County of Harris by Jimmy C. Shaw, Et Ux by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, Being all of a Called 117.9465 Acres Tract of Land, Described In Six, (6), Tracts, Conveyed to County of Harris by Merenco Realty, Inc. by Deed Dated October 17, 2014 and Recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, Being all of a Called 229.772 Acres Tract, Described in Thirteen, (13), Tracts, Being all of a Called 4.992 Acres Tract and Being all of a Called 2.363 Acres Tract Conveyed to County of Harris by Harris County Improvement District No. 17 by Deed dated September 11, 2017 and Recorded in County Clerk's File RP-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, Save and Except that Certain Portion of Land out of a Called 3.693 Acres, a Called 2.088 Acres, a Called 3.709 Acres, and a Called 148.751 Acres Tracts that Apparently Lies within the Said Lewis Survey) (HCID #17 – Willow Creek Annexation)

Background:

Council authorized the public hearings, required under Section 43.063 of the Local Government Code, to be held on April 2, 2018 and April 16, 2018.

The second reading of the ordinance will be adopted at the regular Council meeting on May 21, 2018.

Origination:

Request by Harris County

Recommendation:

Adopt Ordinance No. 2018-12 on First Reading.

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Ordinance No. 2018-12

Map 2 - HCID 17

Map - HCID 17

HCID 17 - Map

HCID 17 - ETJ Map

ORDINANCE NO. 2018-12

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (374.9 ACRES OF LAND SITUATED IN THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NUMBER 305, THE AUGUSTE SENECHAL SURVEY, ABSTRACT NUMBER 722, AND THE SAM LEWIS SURVEY, ABSTRACT NUMBER 1704, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 20.000 ACRES TRACT OF LAND CONVEYED TO COUNTY OF HARRIS BY JIMMY C. SHAW, ET UX BY DEED DATED OCTOBER 17, 2014 AND RECORDED IN COUNTY CLERK'S FILE 20140468595 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 117.9465 ACRES TRACT OF LAND, DESCRIBED IN SIX (6) TRACTS, CONVEYED TO COUNTY OF HARRIS BY MERENCO REALTY, INC. BY DEED DATED OCTOBER 17, 2014 AND RECORDED IN COUNTY CLERK'S FILE 20140471160 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 229.772 ACRES TRACT, DESCRIBED IN THIRTEEN, (13), TRACTS, BEING ALL OF A CALLED 4.992 ACRES TRACT AND BEING ALL OF A CALLED 2.363 ACRES TRACT CONVEYED TO COUNTY OF HARRIS BY HARRIS COUNTY IMPROVEMENT DISTRICT NO. 17 BY DEED DATED SEPTEMBER 11, 2017 AND RECORDED IN COUNTY CLERK'S FILE RP-2017-402273 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN PORTION OF LAND OUT OF A CALLED 3.693 ACRES, A CALLED 2.088 ACRES, A CALLED 3.709 ACRES, AND A CALLED 148.751 ACRES TRACTS THAT APPARENTLY LIES WITHIN THE SAID LEWIS SURVEY)

* * * * *

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

Section 1. The boundaries and limits of the City of Tomball, Texas, are hereby extended to embrace and include all of the territory described in **Exhibit "A"** attached hereto and made a part hereof and such territory hereby annexed to and made a part of the city.

Section 2. The plan for extension of municipal services into the territory annexed to the City of Tomball by the provisions of this ordinance is set forth in the "Municipal Service Plan" attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.

Section 3. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this Ordinance for any reason be ineffective as to any part of the territory hereby annexed to the City of Tomball, such ineffectiveness of this Ordinance as to any such part or parts of any such territory shall not affect the effectiveness of this ordinance as to all of the remainder of such territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Tomball every part of the territory described in Section 1 of this ordinance, regardless of whether any other part of such described territory is hereby effectively annexed to the City. Provided, further, that if there is included in the general description of territory set out in Section 1 of this Ordinance to be hereby annexed to the City of Tomball any territory which is already a part of and included within the general limits of the City of Tomball, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted territory were especially and specifically described herein.

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF MAY 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 21ST DAY OF MAY 2018.

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

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

Exhibit “A” – Page 1

CITY OF TOMBALL – WILLOW CREEK ANNEXATION

STATE OF TEXAS)
COUNTY OF HARRIS)

DESCRIPTION of 374.9 acres of land situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, being all of a called 20.000 acres tract of land conveyed to County of Harris by Jimmy C. Shaw, et ux by deed dated October 17, 2014 and recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, being all of a called 117.9465 acres tract of land, described in six, (6), tracts, conveyed to County of Harris by Merenco Realty, Inc. by deed dated October 17, 2014 and recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, being all of a called 229.772 acres tract, described in thirteen, (13), tracts, being all of a called 4.992 acres tract and being all of a called 2.363 acres tract conveyed to County of Harris by Harris County Improvement District No. 17 by deed dated September 11, 2017 and recorded in County Clerk's File RP-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, save and except that certain portion of land out of a called 3.693 acres, a called 2.088 acres, a called 3.709 acres, and a called 148.751 acres tracts that apparently lies within the said Lewis Survey and further detailed on the map accompanying this exhibit as I.D. Numbers 8-11, this 374.9 acres tract is more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS AND COORDINATES DESCRIBED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 AS DEFINED IN V.T.C.A., NATURAL RESOURCES CODE, §21.071-21.079, NAD83(2011) EPOCH 2010.00. ALL DISTANCES DESCRIBED HEREIN ARE SURFACE, HORIZONTAL, (U.S. SURVEY FEET), AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99994128. REFERENCE IS MADE TO THE MAP OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at an 1 inch iron pipe, found, in the North line of the said Senechal Survey, for the southwest corner of said Lewis Survey, same being the southwest corner of a called 160.3 acres tract conveyed to Sam Lewis by State of Texas by Letter Patent dated January 12, 1934 and recorded in Volume 942 at Page 191 of the Deed Records of Harris County, Texas, same being the southwest corner of a called 158.57 acres tract per field notes recorded in Texas General Land Office Scrap File 13411, for the southeast corner of the said Goodrich Survey, for the southeast corner of a called 73,123 square feet, (1.679 acres), more or less, tract conveyed to Harris County Flood Control District by Texas Commerce Bank N.A., Trustee of the Kaiser-Frapart Irrevocable Trust, et al by deed dated October 21, 1988 and recorded in County Clerk's File L951535 of the Official Public Records of Real Property, and for the southeast corner of said called Tract 4, called 148.751 acres, this beginning corner has a Texas Coordinate System of 1983 value of N = 13,948,447.64, E = 3,034,326.13 and Gamma, (γ) = +01° 39' 03", and from this corner a +/- 2" outside diameter iron pipe with top partially crushed, found, for the southeast corner of said Lewis Survey, same being the southeast corner of said called 160.3 acres tract, same being the southeast corner of said called 158.57 acres tract bears North 86° 13' 28" East, a distance of 1,099.74 feet, from said 1 inch iron pipe, found, a Train Rail, found, for the northwest corner of said Lewis Survey, same being the northwest corner of said called 160.3 acres tract, same being the northwest corner of said called 158.57 acres tract bears North 02° 57' 26" West, a distance of 6,852.38 feet, and from said Train Rail a 2 inch iron pipe with metal cap stamped, "NWCOR S LEWIS", bears South 51° West, a distance of 1.0 foot;

Exhibit “A” – Page 2

Page No. 2

City of Tomball – Willow Creek Annexation

THENCE South 87° 11' 27" West with the South line of said Tract 4, called 148.751 acres, the South line of the said Goodrich Survey, and the North line of said Senechal Survey, at a distance of 66.77 feet, a 2-1/2 inch iron pipe, (bent), found in line, in all a total distance of 689.05 feet to a 5/8 inch iron rod with “BASELINE” cap, found, for the northeast corner of Tract 12, called 16.750 acres;

THENCE South 01° 11' 10" East with the East line of said Tract 12, called 16.750 acres, at a distance of 194.86 feet, a 5/8 inch iron rod with “BASELINE” cap, found in line, in all a total distance of 253.19 feet to a point in the center of Willow Creek and for the southeast corner of said Tract 12, called 16.750 acres;

THENCE with the South line of said Tract 12, called 16.750 acres and the center of said Willow Creek, the following meanders:

South 57° 57' 11" West, a distance of 349.84 feet;

South 79° 08' 42" West, a distance of 131.06 feet;

North 74° 57' 48" West, a distance of 126.53 feet;

South 71° 09' 13" West, a distance of 166.28 feet;

South 81° 38' 12" West, a distance of 55.23 feet;

North 82° 40' 46" West, a distance of 167.31 feet;

North 88° 04' 48" West, a distance of 211.74 feet;

South 68° 12' 12" West, a distance of 82.35 feet;

South 40° 32' 12" West, a distance of 225.68 feet;

South 34° 04' 42" West, a distance of 341.77 feet to a point for the southwest corner of said Tract 12, called 16.750 acres;

THENCE North 02° 58' 20" West with the West line of said Tract 12, called 16.750 acres, at a distance of 743.02 feet an 1 inch iron pipe, found, bears South 87° 01' 40" West, a distance of 0.4 feet, in all a total distance of 872.20 feet to an 1 inch iron pipe, (bent), found, in the South line of said Goodrich Survey, in the South line of said Tract 4, called 148.751 acres, for the northeast corner of Texas General Land Office Mineral File 154694, for the apparent northwest corner of said Senechal Survey, and for the northwest corner of said Tract 12, called 16.750 acres;

THENCE South 87° 11' 27" West with the South line of said Tract 4, called 148.751 acres, the South line of said Goodrich Survey, and the North line of said Mineral File 154694, a distance of 987.37 feet to a point for the southeast corner of a called 171.87 acres tract conveyed to Nabors Property Holdings, II, LLC by Nabors Corporate Services, Inc. by deed dated December 16, 2015 and recorded in County Clerk's File 20160007046 of the Official Public Records of Real Property of Harris County, Texas, and for the southwest corner of said Tract 4, called 148.751 acres, from this corner an 1 inch iron pipe, found, for the apparent southwest corner of said Goodrich Survey bears South 87° 11' 27" West, a distance of 2,008.73 feet;

Exhibit "A" – Page 3

Page No. 3

City of Tomball – Willow Creek Annexation

THENCE with the common boundary line of said Tract 4, called 148.751 acres, and the East line of said called 171.87 acres tract, the following eight, (8), courses and distances:

- 1) North 02° 48' 33" West, a distance of 470.38 feet;
- 2) North 87° 11' 27" East, a distance of 439.22 feet;
- 3) North 02° 48' 33" West, a distance of 508.37 feet;
- 4) North 19° 54' 49" West, a distance of 281.78 feet;
- 5) South 87° 11' 27" West, a distance of 180.47 feet;
- 6) North 02° 48' 33" West, a distance of 300.00 feet;
- 7) North 87° 11' 27" East, a distance of 170.00 feet;
- 8) North 02° 48' 33" West, a distance of 460.92 feet to a point for the South corner of Tract 7, called 5.087 acres, and for a common corner of said called 171.87 acres tract and said Tract 4, called 148.751 acres;

THENCE with the common boundary line of said Tract 7, called 5.087 acres, and continuing with the East line of said called 171.87 acres tract, the following three, (3), courses and distances:

- 1) North 43° 57' 14" West, a distance of 1,062.68 feet to the point of curvature of a curve;
- 2) 1,166.81 feet along a curve to the right, concave northeast, having a central angle of 32° 36' 41", a radius of 2,050.00 feet, and a chord bearing and distance of North 27° 38' 54" West, 1,151.12 feet to the point of tangency of said curve;
- 3) North 11° 20' 33" West, a distance of 15.00 feet to the point of curvature of a curve, for the northwest corner of said Tract 7, called 5.087 acres, and for an exterior corner of Tract 10, called 10.313 acres;

THENCE with the common boundary line of said Tract 10, called 10.313 acres and continuing with the East and North line of said called 171.87 acres tract, the following six, (6), courses and distances:

- 1) 54.98 feet along a curve to the left, concave southwest, having a central angle of 90° 00' 00", a radius of 35.00 feet, and a chord bearing and distance of North 56° 20' 33" West, 49.50 feet to the point of tangency of said curve;

Exhibit “A” – Page 4

Page No. 4

City of Tomball – Willow Creek Annexation

- 2) South 78° 39' 27" West, a distance of 71.00 feet to the point of curvature of a curve;
- 3) 127.39 feet along a curve to the left, concave southeast, having a central angle of 07° 40' 59", a radius of 950.00 feet, and a chord bearing and distance of South 74° 48' 58" West, 127.29 feet to the point of tangency of said curve;
- 4) South 70° 58' 28" West, a distance of 522.69 feet to the point of curvature of a curve;
- 5) 311.99 feet along a curve to the right, concave northwest, having a central angle of 17° 01' 29", a radius of 1,050.00 feet, and a chord bearing and distance of South 79° 29' 13" West, 310.85 feet to the point of tangency of said curve;
- 6) South 87° 59' 57" West, a distance of 120.80 feet to a 5/8 inch iron rod with "BASELINE" cap, found, for the southeast corner of a residue of a called 617.6016 acres tract conveyed to CC Telge Road, L.P. by Capital Farm Credit, FLCA by deed dated April 28, 2010 and recorded in County Clerk's File 20100175659 of the Official Public Records of Real Property of Harris County, Texas, for the northeast corner of Willowcreek Ranch, Section 9, Subdivision, filed March 2, 2017 and recorded in Film Code Number 680721 of the Map Records of Harris County, Texas, for the northwest corner of said called 171.87 acres tract and for the southwest corner of said Tract 10, called 10.313 acres;

THENCE North 02° 44' 18" West with the West line of said Tract 10, called 10.313 acres, and the East line of said residue of called 617.6016 acres tract, a distance of 100.01 feet to a 5/8 inch iron rod with "HARRIS COUNTY" cap, found, for the southwest corner of the residue of a called 39.55 acres tract conveyed to Willow Creek Realty, LLC by Merenco Realty, Inc. by deed dated February 24, 2016 and recorded in County Clerk's File RP-2016-81535 of the Official Public Records of Real Property of Harris County, Texas and for the northwest corner of said Tract 10, called 10.313 acres;

THENCE with the common boundary line of said Tract 10, called 10.313 acres, the South or southeast and East line of said residue of called 39.55 acres tract, and the South or southeast and East line of a called 7.092 acres tract conveyed to Harris County Improvement District No. 17 by Willow Creek Realty, LLC by deed dated September 8, 2017 and recorded in County Clerk's File RP-2017-402811 of the Official Public Records of Real Property of Harris County, Texas, the following seven, (7), courses and distances:

- 1) North 87° 59' 57" East, a distance of 122.09 feet to the point of curvature of a curve;
- 2) 282.28 feet with a curve to the left, concave northwest, having a central angle of 17° 01' 29", a radius of 950.00 feet, and a chord bearing and distance of North 79° 29' 13" East, 281.24 feet to the point of tangency of said curve;

Exhibit "A" – Page 5

Page No. 5

City of Tomball – Willow Creek Annexation

- 3) North 70° 58' 28" East, a distance of 522.69 feet to the point of curvature of a curve;
- 4) 140.80 feet with a curve to the right, concave southeast, having a central angle of 07° 40' 59", a radius of 1,050.00 feet, and a chord bearing and distance of North 74° 48' 58" East, 140.69 feet to the point of tangency of said curve;
- 5) North 78° 39' 27" East, a distance of 71.00 feet to the point of curvature of a curve;
- 6) 54.98 feet along a curve to the left, concave northwest, having a central angle of 90° 00' 00", a radius of 35.00 feet, and a chord bearing and distance of North 33° 39' 27" East, 49.50 feet to the point of tangency of said curve;
- 7) North 11° 20' 33" West, a distance of 15.00 feet to a point for an exterior corner of said Tract 10, called 10.313 acres, for the southwest corner of Tract 8, called 2.932 acres, and for the point of curvature of a curve;

THENCE with the common boundary line of said Tract 8, called 2.932 acres, and continuing with the East line of said called 7.092 acres tract, and the East line of another residue of said called 39.55 acres tract, the following four, (4), courses and distances:

- 1) 622.29 feet along a curve to the right, concave East, having a central angle of 27° 57' 52", a radius of 1,275.00 feet, and a chord bearing and distance of North 02° 38' 23" East, 616.13 feet to the point of tangency of said curve;
- 2) North 16° 37' 19" East, a distance of 175.45 feet to the point of curvature of a curve;
- 3) 389.48 feet along a curve to the left, concave West, having a central angle of 18° 59' 31", a radius of 1,175.00 feet, and a chord bearing and distance of North 07° 07' 34" East, 387.70 feet to the point of tangency of said curve;
- 4) North 02° 22' 12" West, a distance of 97.79 feet to a point for the northeast corner of said residue of called 39.55 acres tract and for the northwest corner of said Tract 8, called 2.932 acres;

THENCE North 87° 37' 45" East with the North line of said Tract 8, called 2.932 acres, a distance of 100.00 feet to a point for the northeast corner of said Tract 8, called 2.932 acres and the northwest corner of a residue of called 606.1394 acres tract conveyed to Merenco Realty Inc. by Tandem Energy Corporation by deed dated April 28, 1999 and recorded in County Clerk's File T693301 of the Official Public Records of Real Property of Harris County, Texas;

Exhibit “A” – Page 6

Page No. 6

City of Tomball – Willow Creek Annexation

THENCE South 02° 22' 12" East with the East line of said Tract 8, called 2.932 acres, and the West line of said called 606.1394 acres residue tract, a distance of 59.40 feet, more or less to a point for the southwest corner of said called 606.1394 acres residue tract and for an exterior corner of Tract 1, called 75.1117 acres tract;

THENCE North 87° 38' 17" East with an interior line of said Tract 1, called 75.1117 acres, and the South line of said called 606.1394 acres residue tract, a distance of 1223.96 feet to a point for the southeast corner of said called 606.1394 acres residue tract and for an interior corner of said Tract 1, called 75.1117 acres;

THENCE North 02° 21' 43" West with an interior line of said Tract 1, called 75.1117 acres, and the East line of said called 606.1394 acres residue tract, a distance of 60.00 feet to a point for the northeast corner of said called 606.1394 acres residue tract and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE North 87° 38' 17" East with an exterior line of said Tract 1, called 75.1117 acres, a distance of 2,516.40 feet to a point in the southwest right of way line of State Highway Number 249, (called 350 feet wide right of way), and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE South 26° 16' 12" East with an exterior line of said Tract 1, called 75.1117 acres, and the southwest right of way line of said State Highway Number 249, a distance of 65.63 feet to a point for the northeast corner of another residue of said called 606.1394 acres tract and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE South 87° 38' 17" West with an interior line of said Tract 1, called 75.1117 acres, and the North line of said called 606.1394 acres residue tract, a distance of 449.75 feet to a point for the northwest corner of said called 606.1394 acres residue tract and for an interior corner of said Tract 1, called 75.1117 acres;

THENCE South 02° 12' 39" East with an interior line of said Tract 1, called 75.1117 acres, and the West line of said called 606.1394 acres residue tract, a distance of 265.61 feet to a point for the northeast corner of a called 7.7884 acres tract conveyed to Barron Family Properties, LLC by Uretek USA, Inc. by deed dated April 2, 2014 and recorded in County Clerk's File 20140134468 of the Official Public Records of Real Property of Harris County, Texas and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE South 88° 53' 08" West with an interior line of said Tract 1, called 75.1117 acres, and the North line of said called 7.7884 acres tract, a distance of 574.57 feet to a point for the northwest corner of said called 7.7884 acres tract and for an interior corner of said Tract 1, called 75.1117 acres;

Exhibit “A” – Page 7

Page No. 7

City of Tomball – Willow Creek Annexation

THENCE South 01° 54' 18" East with an interior line of said Tract 1, called 75.1117 acres, and the West line of said called 7.7884 acres tract, a distance of 363.97 feet to a point for the northeast corner of a called 18.9062 acres tract conveyed to Lone Star College System by Merenco Realty, Inc. by deed dated April 4, 2014 and recorded in County Clerk's File 20140138412 of the Official Public Records of Real Property of Harris County, Texas and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE with the common boundary line of said Tract 1, called 75.1117 acres, and the Northern and Western lines of said called 18.9062 acres tract, the following six, (6), courses and distances:

- 1) South 87° 34' 22" West, a distance of 439.20 feet;
- 2) North 05° 03' 04" West, a distance of 213.07 feet;
- 3) South 85° 17' 49" West, a distance of 417.30 feet;
- 4) South 02° 21' 53" East, a distance of 487.82 feet;
- 5) North 89° 45' 21" East, a distance of 54.69 feet;
- 6) South 02° 20' 27" East, a distance of 595.97 feet to a 5/8 inch iron rod with "HOVIS" cap, found, for the southwest corner of said called 18.9062 acres tract and for an exterior corner of Tract 5, called 4.969 acres;

THENCE North 87° 59' 59" East with the North line of said Tract 5, called 4.969 acres, the South line of said called 18.9062 acres tract and the South line of said called 7.7884 acres tract, a distance of 864.01 feet to a point for the most Southern, southeast corner of said called 7.7884 acres tract and for the southwest corner of Tract 15, called 2.363 acres;

THENCE North 01° 52' 05" West with the West line of said Tract 15, called 2.363 acres, and an interior line of said called 7.7884 acres tract, a distance of 740.12 feet to a point for an interior corner of said called 7.7884 acres tract and for the northwest corner of said Tract 15, called 2.363 acres;

THENCE North 87° 12' 40" East with the North line of said Tract 15, called 2.363 acres, and an interior line of said called 7.7884 acres tract, a distance of 293.88 feet to a point for the northwest corner of a residue of called 28.68 acres, more or less, tract, conveyed to Humble Oil & Refining Company by Socony Mobil Oil Company, Inc. by deed filed August 10, 1965 and recorded in Volume 6028 at Page 80, (County Clerk's File C139334), of the Deed Records of Harris County, Texas and for the northeast corner of said Tract 15, called 2.363 acres;

Exhibit "A" – Page 8

Page No. 8

City of Tomball – Willow Creek Annexation

THENCE South $01^{\circ} 55' 05''$ East with the East line of said Tract 15, called 2.363 acres, the East line of Tract 11, called 2.649 acres, and the West line of said residue of called 28.68 acres, more or less, tract, a distance of 744.16 feet to a point in the North line of said Tract 5, called 4.969 acres, for the southwest corner of said residue of called 28.68 acres, more or less, tract, and for the southeast corner of said Tract 11, called 2.649 acres;

THENCE North $87^{\circ} 59' 59''$ East with the North line of said Tract 5, called 4.969 acres, the South line of said residue of called 28.68 acres, more or less, tract, the South line of a called 9.26 acres, more or less, tract conveyed to Humble Oil & Refining Co. by Magnolia Petroleum Company by deed dated September 9, 1937 and recorded in Volume 1063 at Page 557 of the Deed Records of Harris County, Texas, and the South line of a residue of a called 145.78 acres tract conveyed to Ralph Lewis Frapart, et al by Frances Kaiser Frapart by deed dated December 10, 1976 and recorded in County Clerk's File F014298 of the Official Public Records of Real Property of Harris County, Texas, a distance of 777.19 feet to a $\frac{5}{8}$ inch iron rod with "BASELINE" cap, found, for the northeast corner of said Tract 5, called 4.969 acres, and for the northwest corner of said Tract 13, called 1.795 acres;

THENCE North $87^{\circ} 56' 11''$ East with the North line of said Tract 13, called 1.795 acres, the South line of the residue of said called 145.78 acres tract and the South line of a called 61,615 square feet, (1.415 acres), more or less tract, called Parcel "C", described in said County Clerk's File L951535, a distance of 739.97 feet to a point in the southwest line of said State Highway Number 249, (called 350 feet wide right of way), for the southeast corner of a residue of said called 145.78 acres tract and for the northeast corner of said Tract 13, called 1.795 acres;

THENCE with the East or northeast line of said Tract 13, called 1.795 acres, and the southwest right of way line of said State Highway Number 249, a curve to the left, concave northeast, having a central angle of $01^{\circ} 53' 37''$, a radius of 3994.73 feet, an arc length of 132.03 feet and a chord bearing and distance of South $42^{\circ} 49' 17''$ East, 132.02 feet to a point for the northeast corner of the residue of a called 2.180 acres tract of land conveyed to Harris County Flood Control District by Tandem Energy Corporation by deed dated March 15, 2005 and recorded in County Clerk's File Y461230 of the Official Public Records of Real Property of Harris County, Texas, and for the southeast corner of said Tract 13, called 1.795 acres;

Exhibit “A” – Page 9

Page No. 9

City of Tomball – Willow Creek Annexation

THENCE South 87° 56' 11" West with the South line of said Tract 13, called 1.795 acres, the North line of said residue of called 2.180 acres tract, the North line of a called 1.494 acres tract conveyed to Tortuga Operating Company by Harris County Flood Control District by deed dated March 11, 2010 and recorded in County Clerk's File 20100094479 of the Official Public Records of Real Property of Harris County, Texas, the North line of the residue of a called 64.767 acres tract conveyed to Harris County Flood Control District by Richard Ray Frapart, et al by deed dated May 25, 2005 and recorded in County Clerk's File Y495627 of the Official Public Records of Real Property of Harris County, Texas, the North line of a called 164,385 square feet, (3.774 acres), more or less tract, called Parcel "B", in said County Clerk's File L951535, and the North line of a called 3.2528 acres tract of land conveyed to Nabors Property Holdings II, LLC by Merenco Realty, Inc. by deed dated November 3, 2016 and recorded in County Clerk's File RP-2016-500174 of the Official Public Records of Real Property of Harris County, Texas, a distance of 824.82 feet to a 3/4 inch iron rod with aluminum cap stamped, "PACE", found, for the northwest corner of said called 3.2528 acres tract, for the northeast corner of a called 22.145 acres tract conveyed to Nabors Property Holdings II, LLC by Turner Coatings, LLC by deed dated February 29, 2016 and recorded in County Clerk's File RP-2016-86222 of the Official Public Records of Real Property of Harris County, Texas, for the southwest corner of said Tract 13, called 1.795 acres, and for the southeast corner of said Tract 5, called 4.969 acres;

THENCE South 87° 59' 59" West with the South line of said Tract 5, called 4.969 acres, and the North line of said called 22.145 acres tract a distance of 704.36 feet to a point for the northwest corner of said called 22.145 acres tract and for the northeast corner of said called 20.000 acres tract;

THENCE South 02° 00' 18" East with the East line of said called 20.000 acres tract and the West line of said called 22.145 acres tract, a distance of 194.56 feet to a point for an angle in the West or northwest line of said called 22.145 acres tract and for an angle in the East or southeast line of said called 20.000 acres tract;

THENCE South 34° 15' 24" West with the southeast line of said called 20.000 acres tract and the northwest line of said called 22.145 acres tract, a distance of 822.27 feet to a point for the West or southwest corner of said called 22.145 acres tract and for the North or northwest corner of Tract 5, called 15.0725 acres;

THENCE South 55° 43' 33" East with the North line of said Tract 5, called 15.0725 acres, and the South line of said called 22.145 acres tract, a distance of 333.04 feet to a point for an angle in the South line of said called 22.145 acres tract and for an angle in the North line of said Tract 5, called 15.0725 acres;

Exhibit "A" – Page 10

Page No. 10

City of Tomball – Willow Creek Annexation

THENCE North 87° 09' 56" East with the North line of said Tract 5, called 15.0725 acres, and the South line of said called 22.145 acres tract, a distance of 841.39 feet to a point in a curve in the West line of a called 266,854 square feet, (6.126 acres), more or less, tract described in Right of Way Easement conveyed to Harris County Flood Control District by Exxon Corporation by instrument dated August 31, 1995 and recorded in County Clerk's File R649324 of the Official Public Records of Real Property of Harris County, Texas;

THENCE with the West line of said called 266,854 square feet, (6.126 acres), more or less, tract, a curve to the right, concave southeast, having a central angle of 06° 53' 36", a radius of 1,275.00 feet, an arc length of 153.39 feet and a chord bearing and distance of North 18° 06' 05" East, 153.30 feet to a point for the point of tangency of said curve in the West line of said called 266,854 square feet, (6.126 acres), more or less tract;

THENCE North 21° 32' 52" East continuing with the West line of said called 266,854 square feet, (6.126 acres), more or less, tract, a distance of 84.76 feet to a point for the most Northern corner of said called 266,854 square feet, (6.126 acres), more or less, tract, the West or southwest corner of said called 164,385 square feet, (3.774 acres), more or less tract, called Parcel "B", in said County Clerk's File L951535, in the East line of said Goodrich Survey and in the West line of said Lewis Survey;

THENCE South 02° 57' 26" East with the East line of said called 266,854 square feet, (6.126 acres), more or less, tract, the most Southern, West line of said called 164,385 square feet, (3.774 acres), more or less tract, called Parcel "B", in said County Clerk's File L951535, the most Northern, West line of a called 102,584 square feet, (2.355 acres), more or less tract, called Parcel "A" in said County Clerk's File L951535, the West line of said called 73,123 square feet, (1.679 acres), more or less tract, the East line of the said Goodrich Survey and the West line of the said Lewis Survey, a distance of 2,779.32 feet to the PLACE OF BEGINNING, and containing within said boundaries 374.9 acres of land.

I, John P. Engle, Registered Professional Land Surveyor Number 5568, do hereby certify that this document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

WITNESS, my hand and seal at Houston, Texas, this the 14th day of February, A.D., 2018.



John P. Engle
Registered Professional
Land Surveyor Number 5568

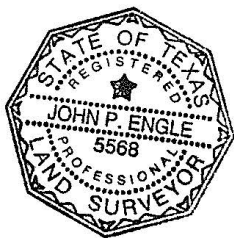


Exhibit “A” – Page 11

HCAD Account List and Tract Reference

Called 229.772 acres conveyed to County of Harris by Harris County Improvement District No. 17 by deed dated September 11, 2017 and recorded in County Clerk's File RP-2017-402273 of the Official Public Records of Real Property of Harris County, Texas

Deed Tract	Acreage	Survey ID	Survey	HCAD
1	3.693	8	C. Goodrich, Abstract 305	0421750000177
2	2.088	9	C. Goodrich, Abstract 305	0421750000178
3	3.709	10	C. Goodrich, Abstract 305	0421750000179
4	148.751	11	C. Goodrich, Abstract 305	0421750000180
5	4.969	12	C. Goodrich, Abstract 305	0421750000181
6	2.518	13	C. Goodrich, Abstract 305	0421750000168
7	5.087	14	C. Goodrich, Abstract 305	0421750000169
8	2.932	15	C. Goodrich, Abstract 305	0421750000170
9	24.518	16	C. Goodrich, Abstract 305	0421750000171
10	10.313	17	C. Goodrich, Abstract 305	0421750000172
11	2.649	18	C. Goodrich, Abstract 305	0421750000176
12	16.75	19	Auguste Senechal Survey, Abstract 722	0450260000003
13	1.795	20	Sam Lewis Survey, Abstract 1704	0482410000109
14	4.992	21	C. Goodrich, Abstract 305	0421750000173
15	2.363	22	C. Goodrich, Abstract 305	0421750000009

Called 20.000 acres conveyed to County of Harris by Jimmy C. Shaw, et ux by deed dated October 17, 2014 and recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas

Deed Tract	Acreage	Survey ID	Survey	HCAD
N/A	20	1	C. Goodrich, Abstract 305	0421750000157

Called 117.9465 acres conveyed to County of Harris by Merenco Realty, Inc. by deed dated October 17, 2014 and recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas

Deed Tract	Acreage	Survey ID	Survey	HCAD
1	75.1117	2	C. Goodrich, Abstract 305	0421750000158
2	8.5753	3	C. Goodrich, Abstract 305	0421750000159
3	3.7654	4	C. Goodrich, Abstract 305	0421750000157
4	6.4521	5	C. Goodrich, Abstract 305	0421750000157
5	15.0725	6	C. Goodrich, Abstract 305	0421750000157
6	8.9695	7	C. Goodrich, Abstract 305	0421750000160

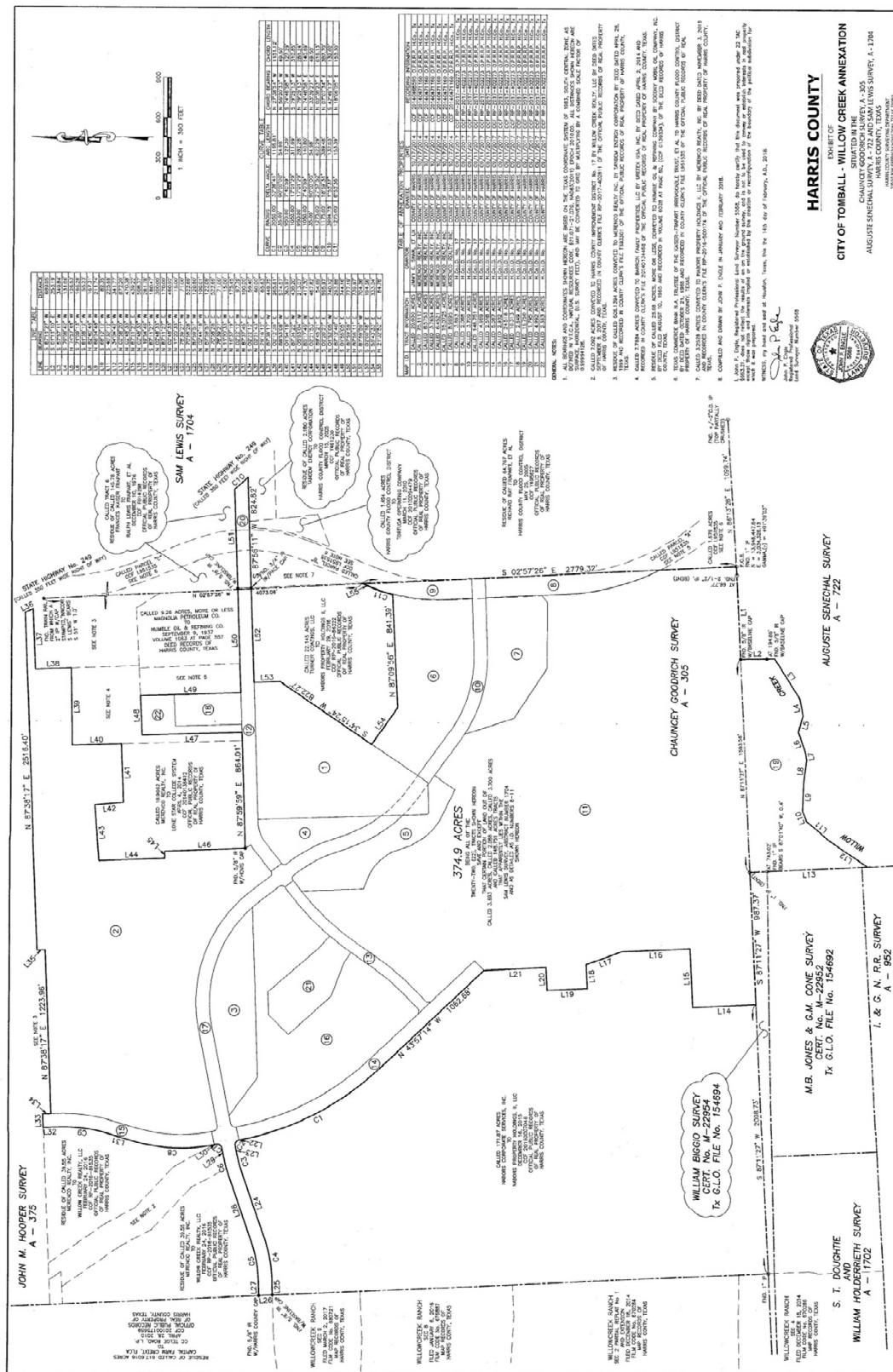


EXHIBIT "B"

CITY OF TOMBALL, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. EFFECTIVE TERM

This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. INTENT

It is the intent of the City that services under this Plan shall equal the number of services and the level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. SERVICE PROGRAMS

A. In General.

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.
2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend

municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

B. 60-Day Program. The following services will be provided within the Tract within the period required by State law. State law requires the City to provide the following services within sixty (60) days after the effective date of the annexation: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The 60-Day Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.
2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be

included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.
6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the

Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. FORCE MAJEURE

In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VIII. ENTIRE PLAN

This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder the Plan shall remain valid and in full force and effect.

SUMMARY OF EXTENSION POLICY FOR WATER, WASTEWATER, AND GAS SERVICE

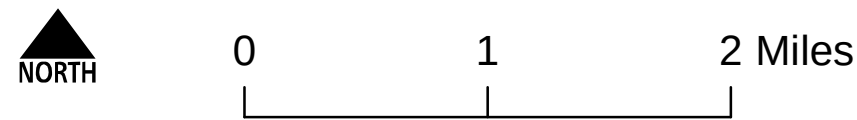
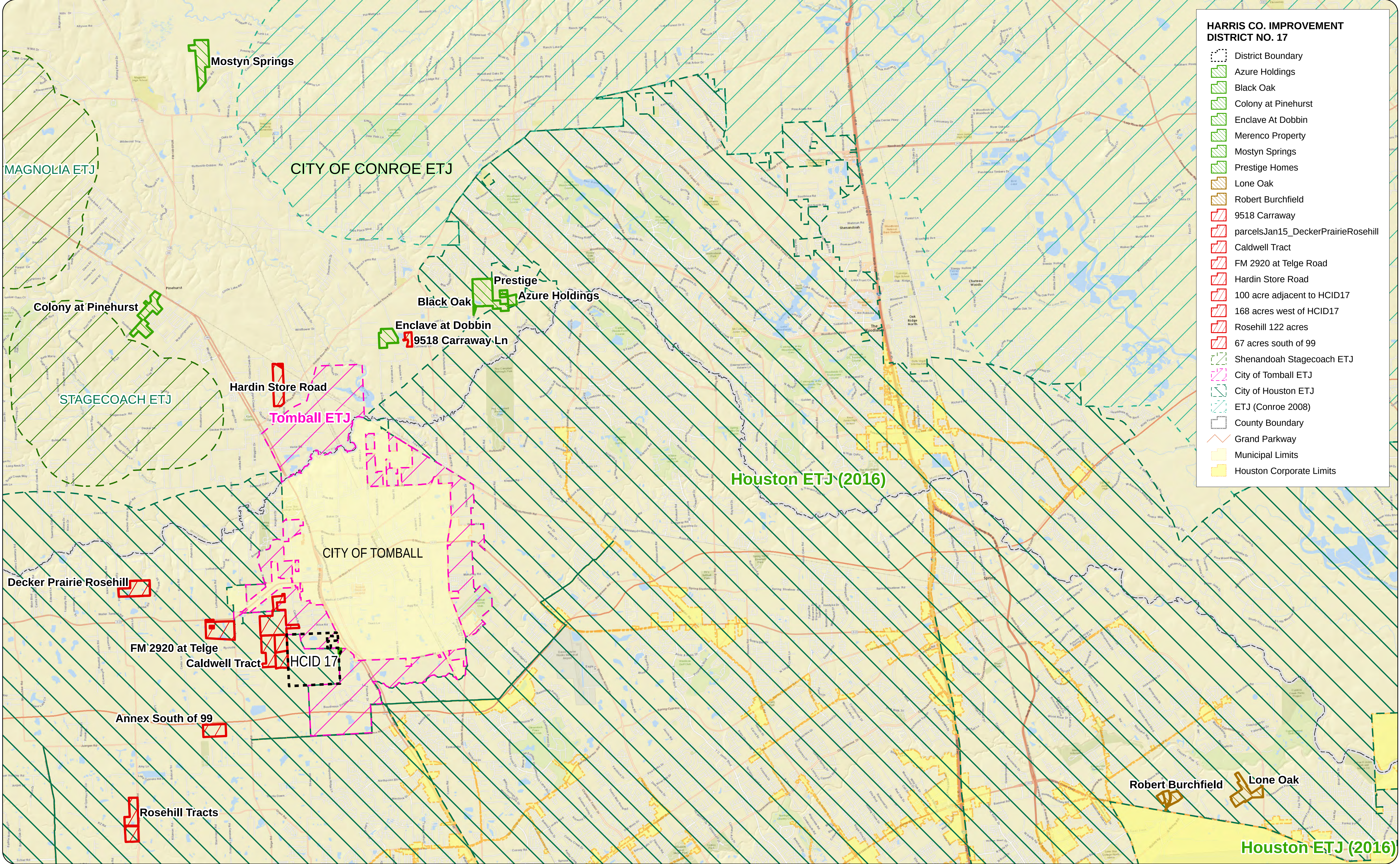
The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provision of the Code of Ordinances of the City of Tomball, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

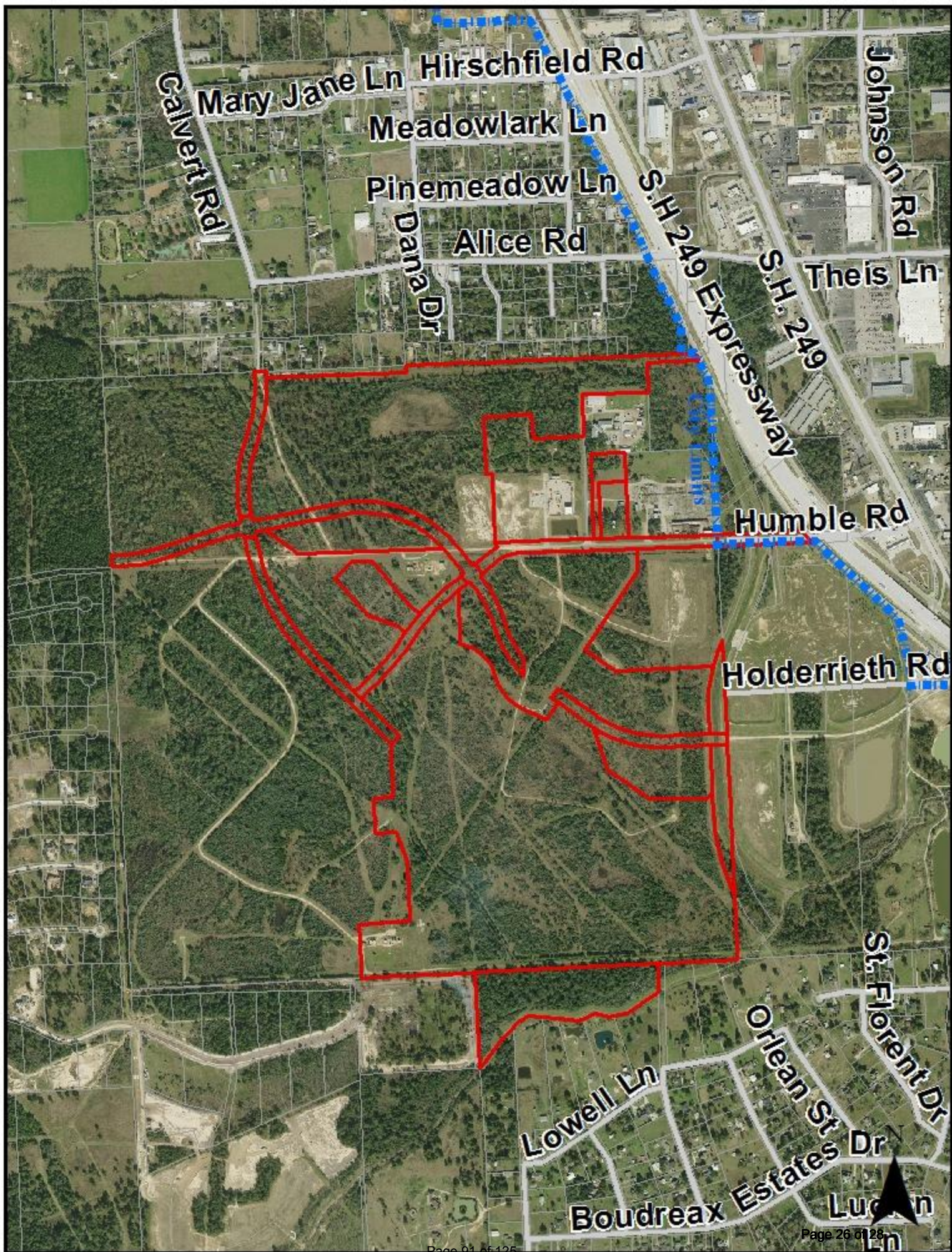
The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

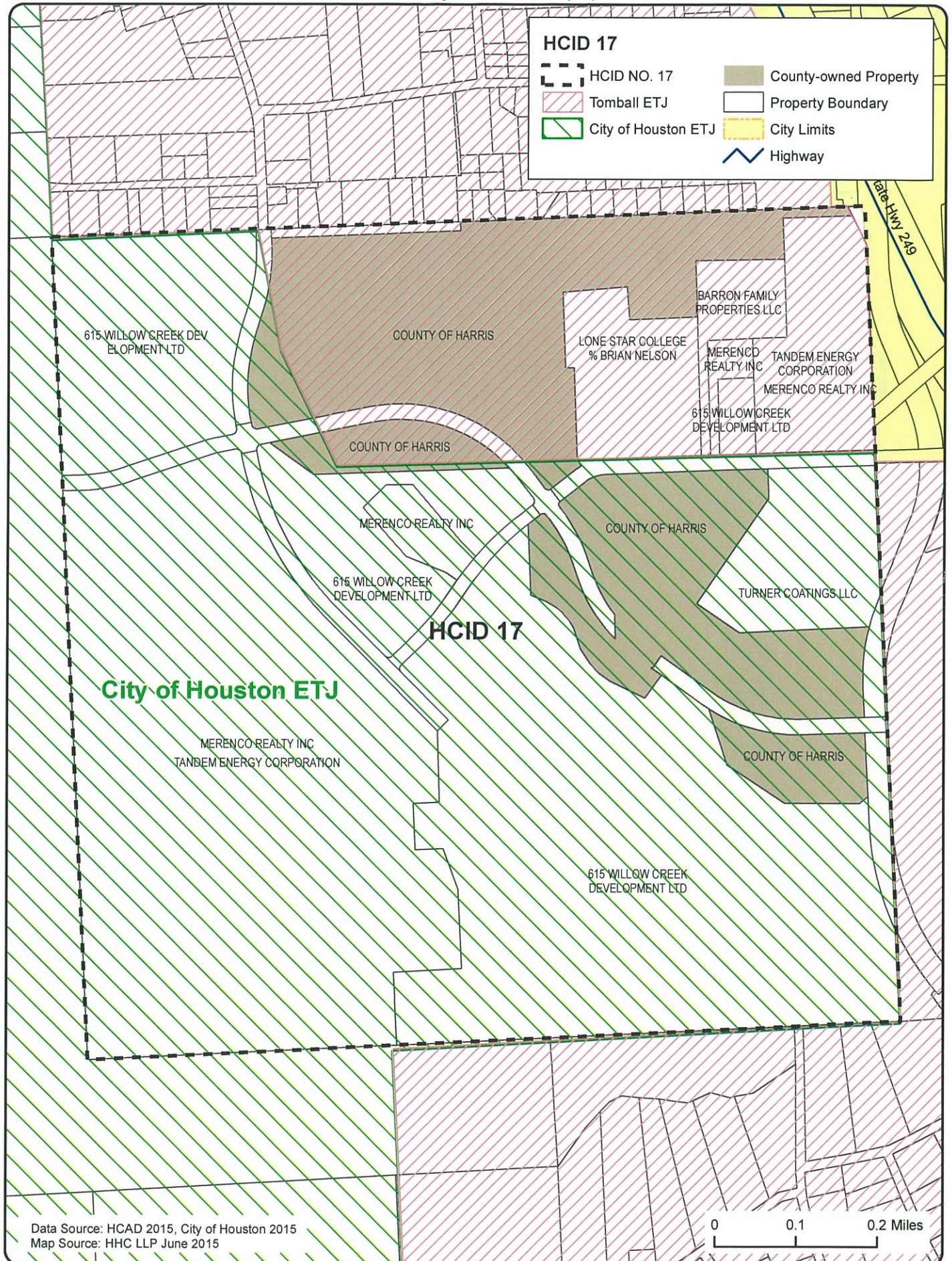
Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

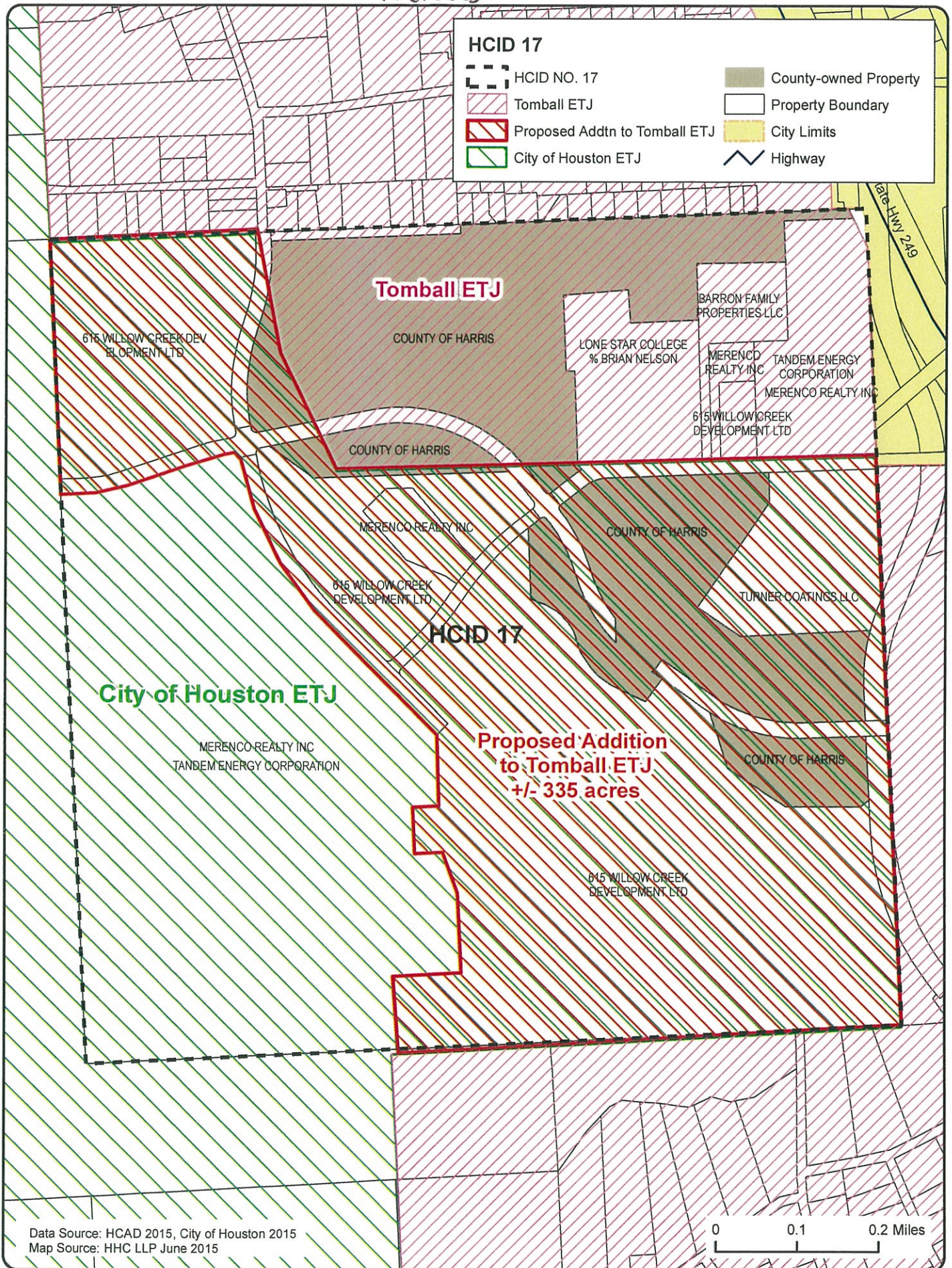




CURRENT 2/10/16



PROPOSED



Regular City Council

Agenda Item

Meeting Date: May 7, 2018

Data Sheet

Topic:

Consideration to Approve **Zoning Case P18-035**: Request By John Blount, County Engineer, On Behalf Of Harris County, To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Zoning Approximately 374.9 Acres Of Land Generally Located On The West Side Of SH 249 Between Willow Creek And Alice Road, As Commercial. The Property Is Legally Described As 374.9 Acres Of Land Situated In The Chauncey Goodrich Survey, Abstract Number 305, The Auguste Senechal Survey, Abstract Number 722, And The Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being All Of A Called 20.000 Acres Tract Of Land Conveyed To County Of Harris By Jimmy C. Shaw, Et Ux By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140468595 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 117.9465 Acres Tract Of Land, Described In Six (6) Tracts, Conveyed To County Of Harris By Merenco Realty, Inc. By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140471160 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 229.772 Acres Tract, Described In Thirteen, (13), Tracts, Being All Of A Called 4.992 Acres Tract And Being All Of A Called 2.363 Acres Tract Conveyed To County Of Harris By Harris County Improvement District No. 17 By Deed Dated September 11, 2017 And Recorded In County Clerk's File Rp-2017-402273 Of The Official Public Records Of Real Property Of Harris County, Texas, Save And Except That Certain Portion Of Land Out Of A Called 3.693 Acres, A Called 2.088 Acres, A Called 3.709 Acres, And A Called 148.751 Acres Tracts That Apparently Lies Within The Said Lewis Survey.

- Conduct Public Hearing on **Zoning Case P18-035**
- Adopt, On First Reading, Ordinance No. 2018-18, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Establishing The Zoning District Of Approximately 374.9 Acres Of Land, Legally Described 374.9 Acres Of Land Situated In The Chauncey Goodrich Survey, Abstract Number 305, The Auguste Senechal Survey, Abstract Number 722, And The Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being All Of A Called 20.000 Acres Tract Of Land Conveyed To County Of Harris By Jimmy C. Shaw, Et Ux By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140468595 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 117.9465 Acres Tract Of Land, Described In Six (6) Tracts, Conveyed To County Of Harris By Merenco Realty, Inc. By Deed Dated October 17, 2014 And Recorded In County Clerk's File 20140471160 Of The Official Public Records Of Real Property Of Harris County, Texas, Being All Of A Called 229.772 Acres Tract, Described In Thirteen, (13), Tracts, Being All Of A Called 4.992 Acres Tract And Being All Of A Called 2.363 Acres Tract Conveyed To County Of Harris By Harris County Improvement District No. 17 By Deed Dated September 11, 2017 And Recorded In County Clerk's File Rp-2017-402273 Of The Official Public Records Of Real Property Of Harris County, Texas, Save And Except That Certain Portion Of Land Out Of A Called 3.693 Acres, A Called 2.088 Acres, A Called 3.709 Acres, And A Called 148.751 Acres Tracts That Apparently Lies Within The Said Lewis Survey, Within The City Of Tomball, Harris County, Texas, To The Commercial District; Said Property Being Generally Located On The West Side Of Sh 249 Between Willow Creek And Alice Road; Providing For The Amendment Of The Official Zoning Map Of The City; Providing For Severability; Providing For A Penalty Of An Amount Not To Exceed \$2,000 For Each Day Of Violation Of Any Provision Hereof, Making Findings Of Fact; And Providing For Other Related Matters.

Background:

Origination:

John Blount, Harris County

Recommendation:

Approval

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

Craig T. Meyers, P.E., Community Development Director

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

ATTACHMENTS:

Ordinance No. 2018-18
Notice of Public Hearing
Property Owner Notification
Staff Report

ORDINANCE NO. 2018-18

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY ESTABLISHING THE ZONING DISTRICT OF APPROXIMATELY 374.9 ACRES OF LAND, LEGALLY DESCRIBED 374.9 ACRES OF LAND SITUATED IN THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NUMBER 305, THE AUGUSTE SENECHAL SURVEY, ABSTRACT NUMBER 722, AND THE SAM LEWIS SURVEY, ABSTRACT NUMBER 1704, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 20.000 ACRES TRACT OF LAND CONVEYED TO COUNTY OF HARRIS BY JIMMY C. SHAW, ET UX BY DEED DATED OCTOBER 17, 2014 AND RECORDED IN COUNTY CLERK'S FILE 20140468595 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 117.9465 ACRES TRACT OF LAND, DESCRIBED IN SIX (6) TRACTS, CONVEYED TO COUNTY OF HARRIS BY MERENCO REALTY, INC. BY DEED DATED OCTOBER 17, 2014 AND RECORDED IN COUNTY CLERK'S FILE 20140471160 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 229.772 ACRES TRACT, DESCRIBED IN THIRTEEN, (13), TRACTS, BEING ALL OF A CALLED 4.992 ACRES TRACT AND BEING ALL OF A CALLED 2.363 ACRES TRACT CONVEYED TO COUNTY OF HARRIS BY HARRIS COUNTY IMPROVEMENT DISTRICT NO. 17 BY DEED DATED SEPTEMBER 11, 2017 AND RECORDED IN COUNTY CLERK'S FILE RP-2017-402273 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN PORTION OF LAND OUT OF A CALLED 3.693 ACRES, A CALLED 2.088 ACRES, A CALLED 3.709 ACRES, AND A CALLED 148.751 ACRES TRACTS THAT APPARENTLY LIES WITHIN THE SAID LEWIS SURVEY, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, TO THE COMMERCIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE WEST SIDE OF SH 249 BETWEEN WILLOW CREEK AND ALICE ROAD; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

*** * * * ***

Whereas, John Blount, County Engineer, on behalf of Harris County, has requested that approximately 374.9 acres of land, legally described as 374.9 Acres of Land Situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being All of a Called 20.000 Acres Tract of Land Conveyed to County of Harris by Jimmy C. Shaw, Et Ux by Deed dated

October 17, 2014 and Recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, Being All of a Called 117.9465 Acres Tract of Land, Described in Six (6) Tracts, Conveyed to County of Harris by Merenco Realty, Inc. by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, Being All of a Called 229.772 Acres Tract, Described in Thirteen, (13), Tracts, Being All of a Called 4.992 Acres Tract and Being All of a Called 2.363 Acres Tract Conveyed to County of Harris by Harris County Improvement District No. 17 by Deed Dated September 11, 2017 and Recorded in County Clerk's File Rp-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, Save and Except that Certain Portion of Land Out of a Called 3.693 Acres, a Called 2.088 Acres, a Called 3.709 Acres, and a Called 148.751 Acres Tracts that apparently lies within the Said Lewis Survey, generally located on the west side of SH 249 between Willow Creek and Alice Road, in the City of Tomball, Harris County, Texas, (the "Property"), be zoned; 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 City Council held a public hearing on the requested zoning; and

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

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than 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 7TH DAY OF MAY 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 21ST DAY OF MAY 2018.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
MAY 7, 2018**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, May 7, 2018, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, City Council will consider the following:

Zoning Case P18-035: Request by John Blount, County Engineer, on behalf of Harris County, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by zoning approximately 374.9 acres of land generally located on the west side of SH 249 between Willow Creek and Alice Road, as Commercial. The property is legally described as *374.9 Acres of Land Situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being All of a Called 20.000 Acres Tract of Land Conveyed to County of Harris by Jimmy C. Shaw, Et Ux by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, Being All of a Called 117.9465 Acres Tract of Land, Described in Six (6) Tracts, Conveyed to County of Harris by Merenco Realty, Inc. by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, Being All of a Called 229.772 Acres Tract, Described in Thirteen, (13), Tracts, Being All of a Called 4.992 Acres Tract and Being All of a Called 2.363 Acres Tract Conveyed to County of Harris by Harris County Improvement District No. 17 by Deed Dated September 11, 2017 and Recorded in County Clerk's File Rp-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, Save and Except that Certain Portion of Land Out of a Called 3.693 Acres, a Called 2.088 Acres, a Called 3.709 Acres, and a Called 148.751 Acres Tracts that apparently lies within the Said Lewis Survey.*

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 Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

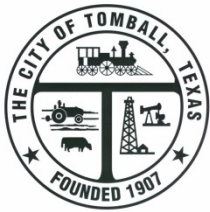
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **3rd** day of **May 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 **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P18-035

APPLICANT/OWNER: Request by John Blount, County Engineer, on behalf of Harris County

LOCATION: Generally located on the west side of SH 249 between Willow Creek and Alice Road

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by zoning approximately 374.9 acres of land as commercial.

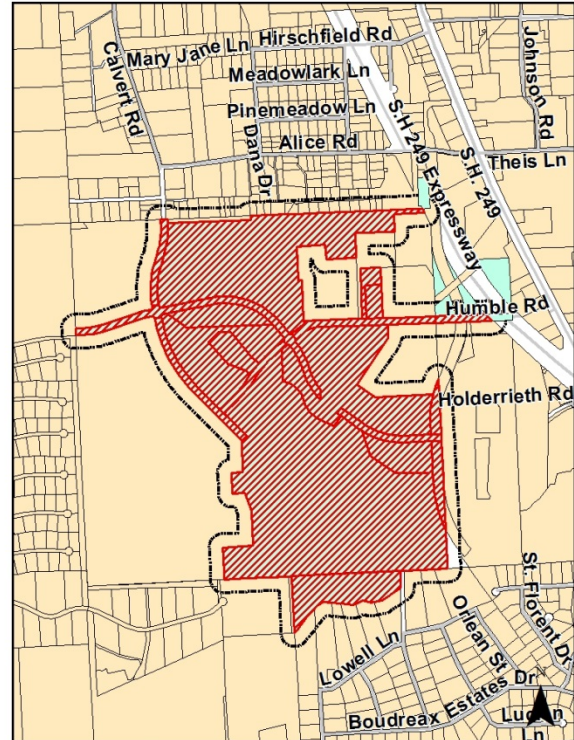
CONTACT: Amelia Lindley, Planner

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.



**City Council Public Hearing:
Monday, May 7, 2018, 6:00 PM**

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



Zoning Staff Report

City Council Public Hearing Date: May 7, 2018

Zoning Case: P18-035

Property Owner(s): Harris County

Applicant(s): John Blount, County Engineer

Legal Description: 374.9 Acres of Land Situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, Being All of a Called 20.000 Acres Tract of Land Conveyed to County of Harris by Jimmy C. Shaw, Et Ux by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, Being All of a Called 117.9465 Acres Tract of Land, Described in Six (6) Tracts, Conveyed to County of Harris by Merenco Realty, Inc. by Deed dated October 17, 2014 and Recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, Being All of a Called 229.772 Acres Tract, Described in Thirteen, (13), Tracts, Being All of a Called 4.992 Acres Tract and Being All of a Called 2.363 Acres Tract Conveyed to County of Harris by Harris County Improvement District No. 17 by Deed Dated September 11, 2017 and Recorded in County Clerk's File Rp-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, Save and Except that Certain Portion of Land Out of a Called 3.693 Acres, a Called 2.088 Acres, a Called 3.709 Acres, and a Called 148.751 Acres Tracts that apparently lies within the Said Lewis Survey

Location: West side of SH 249 between Willow Creek and Alice Road (Exhibit "A")

Area: 374.9 acres

Comp Plan Designation: Commercial, Low Density Residential, Open Space (Exhibit "B")

Present Use: Government Facility (Exhibit "D")

Request: Establish the Zoning designation of approximately 374.9 acres as Commercial for a Governmental Use

Adjacent Zoning & Land Uses:

North: Outside City Limits / Single-family residences

South: Outside City Limits / Single-family residences

West: Outside City Limits / Undeveloped Property

BACKGROUND

The subject site is currently being annexed into the City Limits and therefore requires the establishment of a Zoning District classification. Harris County Precinct 4 facilities are currently under construction and the property is proposed to be used for various governmental activities which may include offices, court facilities, a library parks and storm water detention.

ANALYSIS

The entire property is approximately 375 acres. The property owner, Harris County, is requesting a zoning of Commercial with their concurrent annexation application and desires to expand the Harris County Precinct 4 facilities that are currently under construction.

Surrounding properties are currently outside the Tomball city limits and are partially developed as single-family residences and commercial properties.

Utilities are currently being extended to the County facilities and the adjacent toll road provides adequate access for commercial development in this area.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on April 27, 2018. The Notice of Public Hearing was published in the paper on April 25, 2018. Any public comment forms will be provided in the City Council packets or during the public hearing.

RECOMMENDATION

City staff recommends APPROVAL of Zoning Case P18-035.

- The property is currently under development as a County regional facility.
- The requested zoning is generally appropriate with the surrounding land uses in the area.
- The requested zoning does not appear to have an adverse impact on the area.

EXHIBITS

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

Exhibit "A"
Aerial Photo

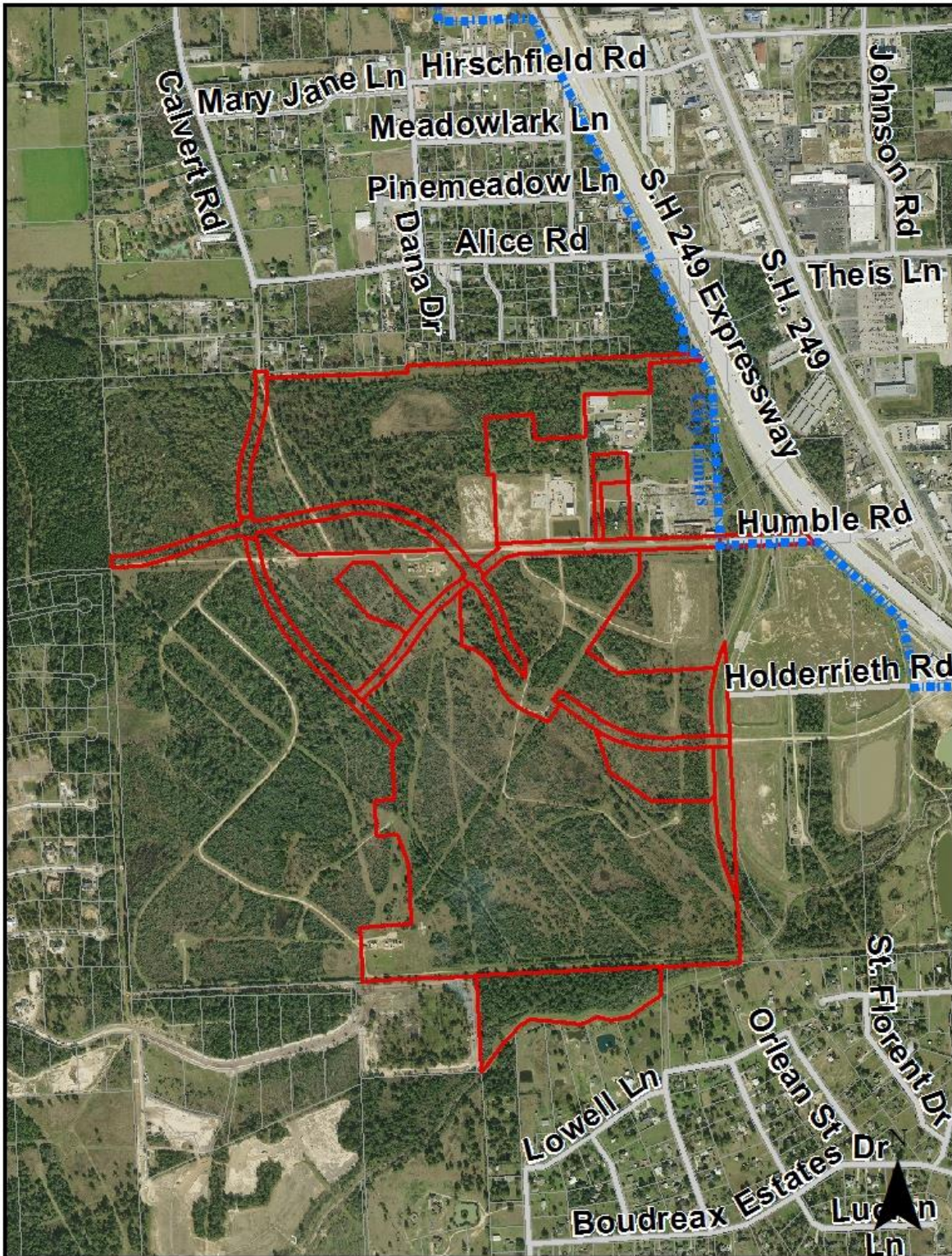


Exhibit "B"
Comprehensive Plan

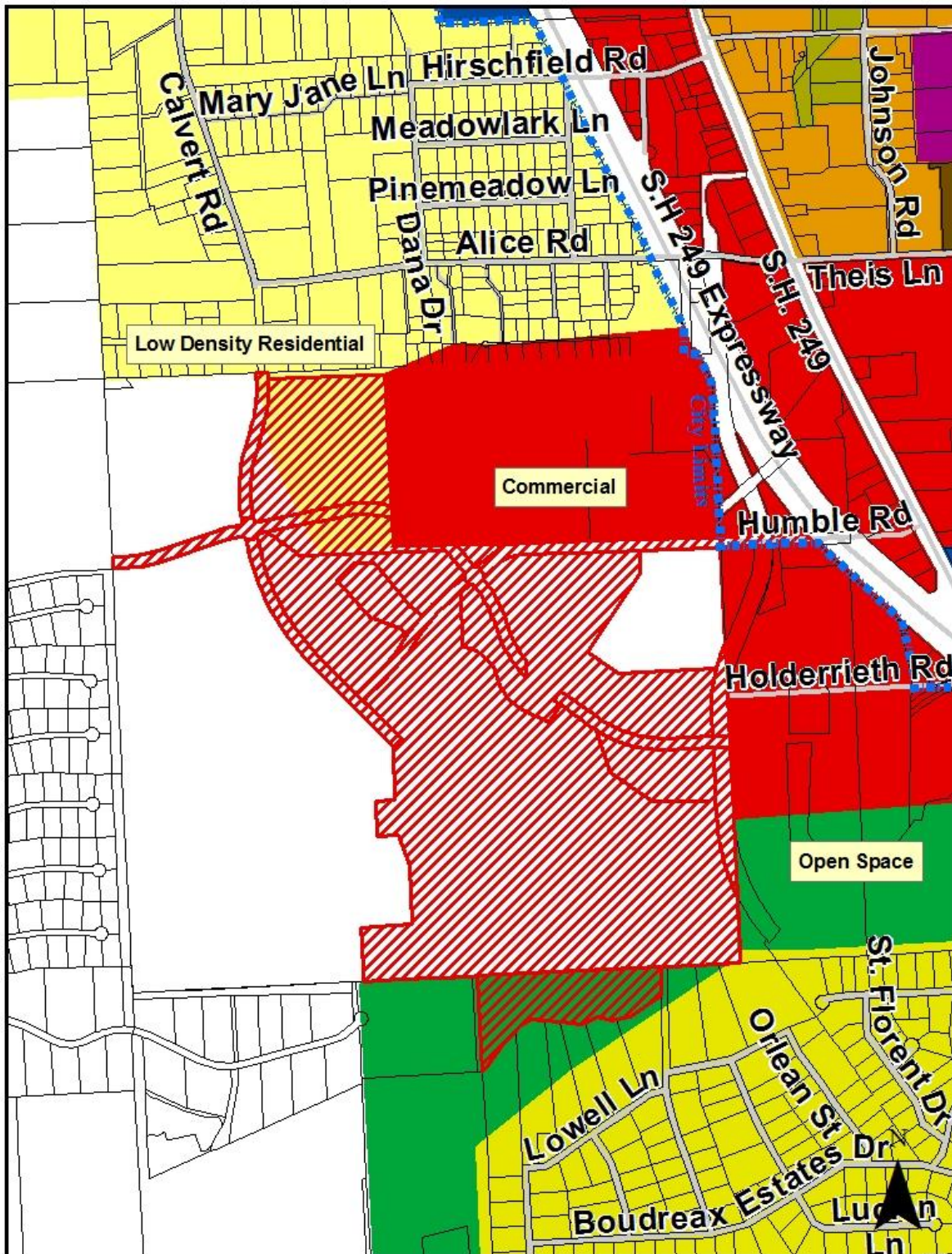
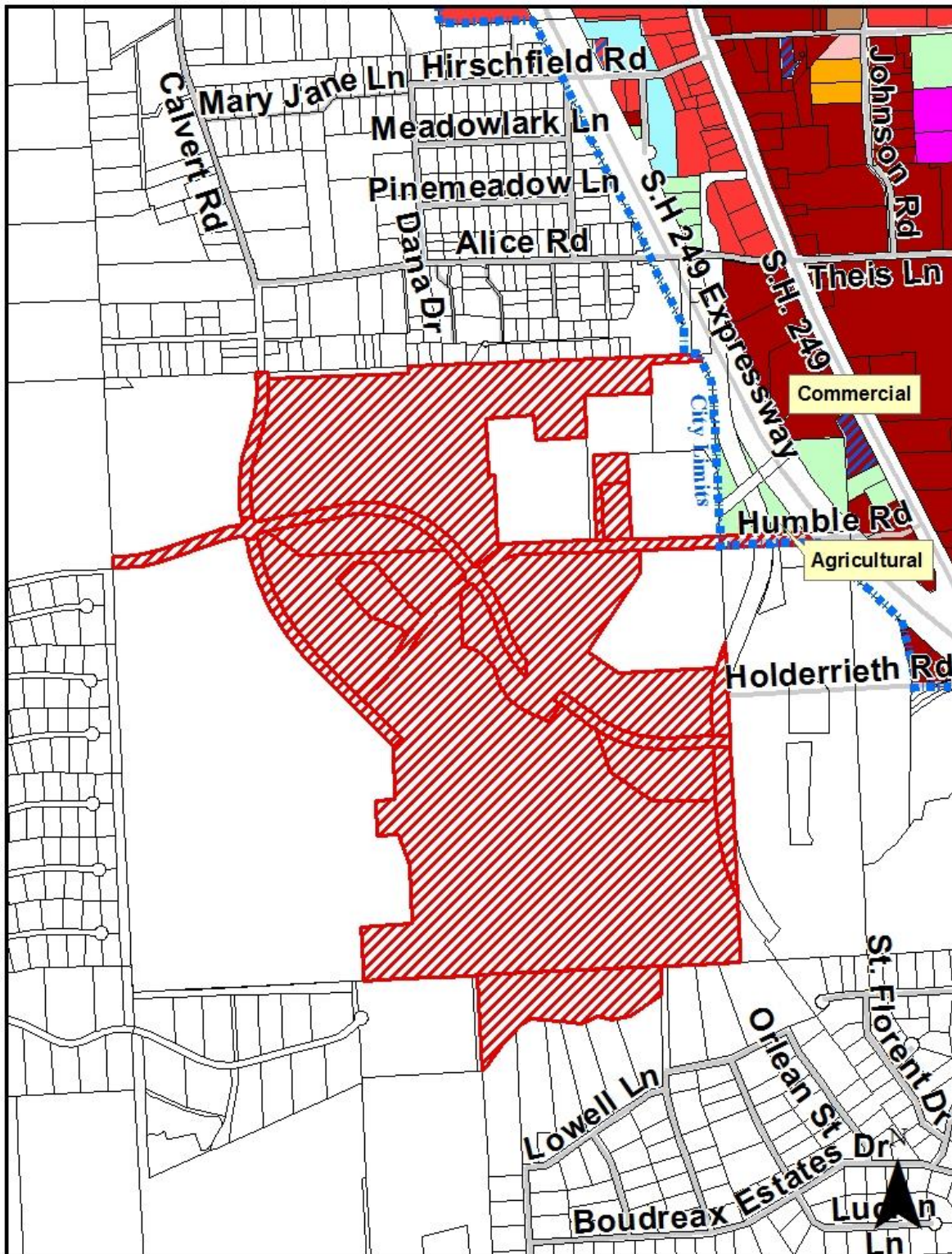


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**





Exhibit "E" Application

Revised 5/19/15



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: John Blount Title: County Engineer
Mailing Address: 1001 Preston, Suite 500 City: Houston State: TX
Zip: 77002
Phone: (713) 274-3605 Fax: (713) 755-5295 Email: John.Blount@hcpid.org

Owner

Name: Harris County Title: _____
Mailing Address: 1001 Preston, Suite 500 City: Houston State: TX
Zip: 77002
Phone: (713) 274-3605 Fax: (713) 755-5295 Email: John.Blount@hcpid.org

Engineer/Surveyor (if applicable)

Name: Same as applicant Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: () _____ Fax: () _____ Email: _____

Description of Proposed Project: Harris County Commissioner Precinct 4 facilities, offices, county courthouse annex, other governmental uses

Physical Location of Property: West of SH 249, north and south of Old Humble Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: See metes and bounds attached
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agricultural

Current Use of Property: Governmental use

Proposed Zoning District: Commercial

Proposed Use of Property: Governmental use

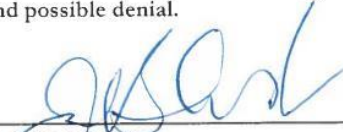
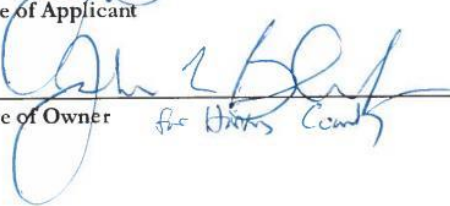
HCAD Identification Number: See attached list Acreage: 374.9

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

Attachment A

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		19 Feb 2018
	Signature of Applicant	Date
X		19 Feb 2018
	Signature of Owner for Harris County	Date

HARRIS COUNTY
ENGINEERING DEPARTMENT

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

February 19, 2018

City of Tomball
401 W Market St
Tomball, TX 77375

Re: Request for Rezoning 374.9 Acres Owned by Harris County

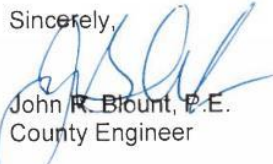
To Whom It May Concern,

Harris County, the owner of 374.9 acres of land being annexed into the City of Tomball city limits, wishes to rezone said land from the default agricultural to ensure compliance with applicable City of Tomball ordinances. The property is not being used for agricultural purposes, nor does Harris County intend to use any portion of the land for such purposes. Harris County Commissioner Precinct 4 facilities are currently under construction, and pending authorization by Harris County Commissioners Court, the property will be used for various governmental activities which may include but not be limited to offices, county court services, a library, parks, and storm water detention. The zoning district Commercial with the land use Governmental will accurately reflect the current and future use of the property.

Please contact Melissa Hamous at 713-274-3638 or Melissa.Hamous@hcpid.org if any additional information or documentation is required.

Thank you very much for your support and consideration.

Sincerely,



John R. Blount, P.E.
County Engineer

cc: Janice Maaskant, P. E.
Mark D. Ables
Ross Hoskett, P. E.

HCAD Account List and Tract Reference

Called 229.772 acres conveyed to County of Harris by Harris County Improvement District No. 17 by deed dated September 11, 2017 and recorded in County Clerk's File RP-2017-402273 of the Official Public Records of Real Property of Harris County, Texas

Deed Tract	Acreage	Survey ID	Survey	HCAD
1	3.693	8	C. Goodrich, Abstract 305	0421750000177
2	2.088	9	C. Goodrich, Abstract 305	0421750000178
3	3.709	10	C. Goodrich, Abstract 305	0421750000179
4	148.751	11	C. Goodrich, Abstract 305	0421750000180
5	4.969	12	C. Goodrich, Abstract 305	0421750000181
6	2.518	13	C. Goodrich, Abstract 305	0421750000168
7	5.087	14	C. Goodrich, Abstract 305	0421750000169
8	2.932	15	C. Goodrich, Abstract 305	0421750000170
9	24.518	16	C. Goodrich, Abstract 305	0421750000171
10	10.313	17	C. Goodrich, Abstract 305	0421750000172
11	2.649	18	C. Goodrich, Abstract 305	0421750000176
12	16.75	19	Auguste Senechal Survey, Abstract 722	0450260000003
13	1.795	20	Sam Lewis Survey, Abstract 1704	0482410000109
14	4.992	21	C. Goodrich, Abstract 305	0421750000173
15	2.363	22	C. Goodrich, Abstract 305	0421750000009

Called 20.000 acres conveyed to County of Harris by Jimmy C. Shaw, et ux by deed dated October 17, 2014 and recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas

Deed Tract	Acreage	Survey ID	Survey	HCAD
N/A	20	1	C. Goodrich, Abstract 305	0421750000157

Called 117.9465 acres conveyed to County of Harris by Merenco Realty, Inc. by deed dated October 17, 2014 and recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas

Deed Tract	Acreage	Survey ID	Survey	HCAD
1	75.1117	2	C. Goodrich, Abstract 305	0421750000158
2	8.5753	3	C. Goodrich, Abstract 305	0421750000159
3	3.7654	4	C. Goodrich, Abstract 305	0421750000157
4	6.4521	5	C. Goodrich, Abstract 305	0421750000157
5	15.0725	6	C. Goodrich, Abstract 305	0421750000157
6	8.9695	7	C. Goodrich, Abstract 305	0421750000160



CITY OF TOMBALL – WILLOW CREEK ANNEXATION

STATE OF TEXAS)
COUNTY OF HARRIS)

DESCRIPTION of 374.9 acres of land situated in the Chauncey Goodrich Survey, Abstract Number 305, the Auguste Senechal Survey, Abstract Number 722, and the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, being all of a called 20.000 acres tract of land conveyed to County of Harris by Jimmy C. Shaw, et ux by deed dated October 17, 2014 and recorded in County Clerk's File 20140468595 of the Official Public Records of Real Property of Harris County, Texas, being all of a called 117.9465 acres tract of land, described in six, (6), tracts, conveyed to County of Harris by Merenco Realty, Inc. by deed dated October 17, 2014 and recorded in County Clerk's File 20140471160 of the Official Public Records of Real Property of Harris County, Texas, being all of a called 229.772 acres tract, described in thirteen, (13), tracts, being all of a called 4.992 acres tract and being all of a called 2.363 acres tract conveyed to County of Harris by Harris County Improvement District No. 17 by deed dated September 11, 2017 and recorded in County Clerk's File RP-2017-402273 of the Official Public Records of Real Property of Harris County, Texas, save and except that certain portion of land out of a called 3.693 acres, a called 2.088 acres, a called 3.709 acres, and a called 148.751 acres tracts that apparently lies within the said Lewis Survey and further detailed on the map accompanying this exhibit as I.D. Numbers 8-11, this 374.9 acres tract is more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS AND COORDINATES DESCRIBED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 AS DEFINED IN V.T.C.A., NATURAL RESOURCES CODE, §21.071-21.079, NAD83(2011) EPOCH 2010.00. ALL DISTANCES DESCRIBED HEREIN ARE SURFACE, HORIZONTAL, (U.S. SURVEY FEET), AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99994128. REFERENCE IS MADE TO THE MAP OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at an 1 inch iron pipe, found, in the North line of the said Senechal Survey, for the southwest corner of said Lewis Survey, same being the southwest corner of a called 160.3 acres tract conveyed to Sam Lewis by State of Texas by Letter Patent dated January 12, 1934 and recorded in Volume 942 at Page 191 of the Deed Records of Harris County, Texas, same being the southwest corner of a called 158.57 acres tract per field notes recorded in Texas General Land Office Scrap File 13411, for the southeast corner of the said Goodrich Survey, for the southeast corner of a called 73,123 square feet, (1.679 acres), more or less, tract conveyed to Harris County Flood Control District by Texas Commerce Bank N.A., Trustee of the Kaiser-Frapart Irrevocable Trust, et al by deed dated October 21, 1988 and recorded in County Clerk's File L951535 of the Official Public Records of Real Property, and for the southeast corner of said called Tract 4, called 148.751 acres, this beginning corner has a Texas Coordinate System of 1983 value of N = 13,948,447.64, E = 3,034,326.13 and Gamma, (γ) = +01° 39' 03", and from this corner a +/- 2" outside diameter iron pipe with top partially crushed, found, for the southeast corner of said Lewis Survey, same being the southeast corner of said called 160.3 acres tract, same being the southeast corner of said called 158.57 acres tract bears North 86° 13' 28" East, a distance of 1,099.74 feet, from said 1 inch iron pipe, found, a Train Rail, found, for the northwest corner of said Lewis Survey, same being the northwest corner of said called 160.3 acres tract, same being the northwest corner of said called 158.57 acres tract bears North 02° 57' 26" West, a distance of 6,852.38 feet, and from said Train Rail a 2 inch iron pipe with metal cap stamped, "NWCOR S LEWIS", bears South 51° West, a distance of 1.0 foot;

THENCE South 87° 11' 27" West with the South line of said Tract 4, called 148.751 acres, the South line of the said Goodrich Survey, and the North line of said Senechal Survey, at a distance of 66.77 feet, a 2-1/2 inch iron pipe, (bent), found in line, in all a total distance of 689.05 feet to a 5/8 inch iron rod with "BASELINE" cap, found, for the northeast corner of Tract 12, called 16.750 acres;

THENCE South 01° 11' 10" East with the East line of said Tract 12, called 16.750 acres, at a distance of 194.86 feet, a 5/8 inch iron rod with "BASELINE" cap, found in line, in all a total distance of 253.19 feet to a point in the center of Willow Creek and for the southeast corner of said Tract 12, called 16.750 acres;

THENCE with the South line of said Tract 12, called 16.750 acres and the center of said Willow Creek, the following meanders:

South 57° 57' 11" West, a distance of 349.84 feet;

South 79° 08' 42" West, a distance of 131.06 feet;

North 74° 57' 48" West, a distance of 126.53 feet;

South 71° 09' 13" West, a distance of 166.28 feet;

South 81° 38' 12" West, a distance of 55.23 feet;

North 82° 40' 46" West, a distance of 167.31 feet;

North 88° 04' 48" West, a distance of 211.74 feet;

South 68° 12' 12" West, a distance of 82.35 feet;

South 40° 32' 12" West, a distance of 225.68 feet;

South 34° 04' 42" West, a distance of 341.77 feet to a point for the southwest corner of said Tract 12, called 16.750 acres;

THENCE North 02° 58' 20" West with the West line of said Tract 12, called 16.750 acres, at a distance of 743.02 feet an 1 inch iron pipe, found, bears South 87° 01' 40" West, a distance of 0.4 feet, in all a total distance of 872.20 feet to an 1 inch iron pipe, (bent), found, in the South line of said Goodrich Survey, in the South line of said Tract 4, called 148.751 acres, for the northeast corner of Texas General Land Office Mineral File 154694, for the apparent northwest corner of said Senechal Survey, and for the northwest corner of said Tract 12, called 16.750 acres;

THENCE South 87° 11' 27" West with the South line of said Tract 4, called 148.751 acres, the South line of said Goodrich Survey, and the North line of said Mineral File 154694, a distance of 987.37 feet to a point for the southeast corner of a called 171.87 acres tract conveyed to Nabors Property Holdings, II, LLC by Nabors Corporate Services, Inc. by deed dated December 16, 2015 and recorded in County Clerk's File 20160007046 of the Official Public Records of Real Property of Harris County, Texas, and for the southwest corner of said Tract 4, called 148.751 acres, from this corner an 1 inch iron pipe, found, for the apparent southwest corner of said Goodrich Survey bears South 87° 11' 27" West, a distance of 2,008.73 feet;

THENCE with the common boundary line of said Tract 4, called 148.751 acres, and the East line of said called 171.87 acres tract, the following eight, (8), courses and distances:

- 1) North 02° 48' 33" West, a distance of 470.38 feet;
- 2) North 87° 11' 27" East, a distance of 439.22 feet;
- 3) North 02° 48' 33" West, a distance of 508.37 feet;
- 4) North 19° 54' 49" West, a distance of 281.78 feet;
- 5) South 87° 11' 27" West, a distance of 180.47 feet;
- 6) North 02° 48' 33" West, a distance of 300.00 feet;
- 7) North 87° 11' 27" East, a distance of 170.00 feet;
- 8) North 02° 48' 33" West, a distance of 460.92 feet to a point for the South corner of Tract 7, called 5.087 acres, and for a common corner of said called 171.87 acres tract and said Tract 4, called 148.751 acres;

THENCE with the common boundary line of said Tract 7, called 5.087 acres, and continuing with the East line of said called 171.87 acres tract, the following three, (3), courses and distances:

- 1) North 43° 57' 14" West, a distance of 1,062.68 feet to the point of curvature of a curve;
- 2) 1,166.81 feet along a curve to the right, concave northeast, having a central angle of 32° 36' 41", a radius of 2,050.00 feet, and a chord bearing and distance of North 27° 38' 54" West, 1,151.12 feet to the point of tangency of said curve;
- 3) North 11° 20' 33" West, a distance of 15.00 feet to the point of curvature of a curve, for the northwest corner of said Tract 7, called 5.087 acres, and for an exterior corner of Tract 10, called 10.313 acres;

THENCE with the common boundary line of said Tract 10, called 10.313 acres and continuing with the East and North line of said called 171.87 acres tract, the following six, (6), courses and distances:

- 1) 54.98 feet along a curve to the left, concave southwest, having a central angle of 90° 00' 00", a radius of 35.00 feet, and a chord bearing and distance of North 56° 20' 33" West, 49.50 feet to the point of tangency of said curve;

- 2) South 78° 39' 27" West, a distance of 71.00 feet to the point of curvature of a curve;
- 3) 127.39 feet along a curve to the left, concave southeast, having a central angle of 07° 40' 59", a radius of 950.00 feet, and a chord bearing and distance of South 74° 48' 58" West, 127.29 feet to the point of tangency of said curve;
- 4) South 70° 58' 28" West, a distance of 522.69 feet to the point of curvature of a curve;
- 5) 311.99 feet along a curve to the right, concave northwest, having a central angle of 17° 01' 29", a radius of 1,050.00 feet, and a chord bearing and distance of South 79° 29' 13" West, 310.85 feet to the point of tangency of said curve;
- 6) South 87° 59' 57" West, a distance of 120.80 feet to a 5/8 inch iron rod with "BASELINE" cap, found, for the southeast corner of a residue of a called 617.6016 acres tract conveyed to CC Telge Road, L.P. by Capital Farm Credit, FLCA by deed dated April 28, 2010 and recorded in County Clerk's File 20100175659 of the Official Public Records of Real Property of Harris County, Texas, for the northeast corner of Willowcreek Ranch, Section 9, Subdivision, filed March 2, 2017 and recorded in Film Code Number 680721 of the Map Records of Harris County, Texas, for the northwest corner of said called 171.87 acres tract and for the southwest corner of said Tract 10, called 10.313 acres;

THENCE North 02° 44' 18" West with the West line of said Tract 10, called 10.313 acres, and the East line of said residue of called 617.6016 acres tract, a distance of 100.01 feet to a 5/8 inch iron rod with "HARRIS COUNTY" cap, found, for the southwest corner of the residue of a called 39.55 acres tract conveyed to Willow Creek Realty, LLC by Merenco Realty, Inc. by deed dated February 24, 2016 and recorded in County Clerk's File RP-2016-81535 of the Official Public Records of Real Property of Harris County, Texas and for the northwest corner of said Tract 10, called 10.313 acres;

THENCE with the common boundary line of said Tract 10, called 10.313 acres, the South or southeast and East line of said residue of called 39.55 acres tract, and the South or southeast and East line of a called 7.092 acres tract conveyed to Harris County Improvement District No. 17 by Willow Creek Realty, LLC by deed dated September 8, 2017 and recorded in County Clerk's File RP-2017-402811 of the Official Public Records of Real Property of Harris County, Texas, the following seven, (7), courses and distances:

- 1) North 87° 59' 57" East, a distance of 122.09 feet to the point of curvature of a curve;
- 2) 282.28 feet with a curve to the left, concave northwest, having a central angle of 17° 01' 29", a radius of 950.00 feet, and a chord bearing and distance of North 79° 29' 13" East, 281.24 feet to the point of tangency of said curve;

- 3) North 70° 58' 28" East, a distance of 522.69 feet to the point of curvature of a curve;
- 4) 140.80 feet with a curve to the right, concave southeast, having a central angle of 07° 40' 59", a radius of 1,050.00 feet, and a chord bearing and distance of North 74° 48' 58" East, 140.69 feet to the point of tangency of said curve;
- 5) North 78° 39' 27" East, a distance of 71.00 feet to the point of curvature of a curve;
- 6) 54.98 feet along a curve to the left, concave northwest, having a central angle of 90° 00' 00", a radius of 35.00 feet, and a chord bearing and distance of North 33° 39' 27" East, 49.50 feet to the point of tangency of said curve;
- 7) North 11° 20' 33" West, a distance of 15.00 feet to a point for an exterior corner of said Tract 10, called 10.313 acres, for the southwest corner of Tract 8, called 2.932 acres, and for the point of curvature of a curve;

THENCE with the common boundary line of said Tract 8, called 2.932 acres, and continuing with the East line of said called 7.092 acres tract, and the East line of another residue of said called 39.55 acres tract, the following four, (4), courses and distances:

- 1) 622.29 feet along a curve to the right, concave East, having a central angle of 27° 57' 52", a radius of 1,275.00 feet, and a chord bearing and distance of North 02° 38' 23" East, 616.13 feet to the point of tangency of said curve;
- 2) North 16° 37' 19" East, a distance of 175.45 feet to the point of curvature of a curve;
- 3) 389.48 feet along a curve to the left, concave West, having a central angle of 18° 59' 31", a radius of 1,175.00 feet, and a chord bearing and distance of North 07° 07' 34" East, 387.70 feet to the point of tangency of said curve;
- 4) North 02° 22' 12" West, a distance of 97.79 feet to a point for the northeast corner of said residue of called 39.55 acres tract and for the northwest corner of said Tract 8, called 2.932 acres;

THENCE North 87° 37' 45" East with the North line of said Tract 8, called 2.932 acres, a distance of 100.00 feet to a point for the northeast corner of said Tract 8, called 2.932 acres and the northwest corner of a residue of called 606.1394 acres tract conveyed to Merenco Realty Inc. by Tandem Energy Corporation by deed dated April 28, 1999 and recorded in County Clerk's File T693301 of the Official Public Records of Real Property of Harris County, Texas;

THENCE South 02° 22' 12" East with the East line of said Tract 8, called 2.932 acres, and the West line of said called 606.1394 acres residue tract, a distance of 59.40 feet, more or less to a point for the southwest corner of said called 606.1394 acres residue tract and for an exterior corner of Tract 1, called 75.1117 acres tract;

THENCE North 87° 38' 17" East with an interior line of said Tract 1, called 75.1117 acres, and the South line of said called 606.1394 acres residue tract, a distance of 1223.96 feet to a point for the southeast corner of said called 606.1394 acres residue tract and for an interior corner of said Tract 1, called 75.1117 acres;

THENCE North 02° 21' 43" West with an interior line of said Tract 1, called 75.1117 acres, and the East line of said called 606.1394 acres residue tract, a distance of 60.00 feet to a point for the northeast corner of said called 606.1394 acres residue tract and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE North 87° 38' 17" East with an exterior line of said Tract 1, called 75.1117 acres, a distance of 2,516.40 feet to a point in the southwest right of way line of State Highway Number 249, (called 350 feet wide right of way), and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE South 26° 16' 12" East with an exterior line of said Tract 1, called 75.1117 acres, and the southwest right of way line of said State Highway Number 249, a distance of 65.63 feet to a point for the northeast corner of another residue of said called 606.1394 acres tract and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE South 87° 38' 17" West with an interior line of said Tract 1, called 75.1117 acres, and the North line of said called 606.1394 acres residue tract, a distance of 449.75 feet to a point for the northwest corner of said called 606.1394 acres residue tract and for an interior corner of said Tract 1, called 75.1117 acres;

THENCE South 02° 12' 39" East with an interior line of said Tract 1, called 75.1117 acres, and the West line of said called 606.1394 acres residue tract, a distance of 265.61 feet to a point for the northeast corner of a called 7.7884 acres tract conveyed to Barron Family Properties, LLC by Uretek USA, Inc. by deed dated April 2, 2014 and recorded in County Clerk's File 20140134468 of the Official Public Records of Real Property of Harris County, Texas and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE South 88° 53' 08" West with an interior line of said Tract 1, called 75.1117 acres, and the North line of said called 7.7884 acres tract, a distance of 574.57 feet to a point for the northwest corner of said called 7.7884 acres tract and for an interior corner of said Tract 1, called 75.1117 acres;

THENCE South $01^{\circ} 54' 18''$ East with an interior line of said Tract 1, called 75.1117 acres, and the West line of said called 7.7884 acres tract, a distance of 363.97 feet to a point for the northeast corner of a called 18.9062 acres tract conveyed to Lone Star College System by Merenco Realty, Inc. by deed dated April 4, 2014 and recorded in County Clerk's File 20140138412 of the Official Public Records of Real Property of Harris County, Texas and for an exterior corner of said Tract 1, called 75.1117 acres;

THENCE with the common boundary line of said Tract 1, called 75.1117 acres, and the Northern and Western lines of said called 18.9062 acres tract, the following six, (6), courses and distances:

- 1) South $87^{\circ} 34' 22''$ West, a distance of 439.20 feet;
- 2) North $05^{\circ} 03' 04''$ West, a distance of 213.07 feet;
- 3) South $85^{\circ} 17' 49''$ West, a distance of 417.30 feet;
- 4) South $02^{\circ} 21' 53''$ East, a distance of 487.82 feet;
- 5) North $89^{\circ} 45' 21''$ East, a distance of 54.69 feet;
- 6) South $02^{\circ} 20' 27''$ East, a distance of 595.97 feet to a 5/8 inch iron rod with "HOVIS" cap, found, for the southwest corner of said called 18.9062 acres tract and for an exterior corner of Tract 5, called 4.969 acres;

THENCE North $87^{\circ} 59' 59''$ East with the North line of said Tract 5, called 4.969 acres, the South line of said called 18.9062 acres tract and the South line of said called 7.7884 acres tract, a distance of 864.01 feet to a point for the most Southern, southeast corner of said called 7.7884 acres tract and for the southwest corner of Tract 15, called 2.363 acres;

THENCE North $01^{\circ} 52' 05''$ West with the West line of said Tract 15, called 2.363 acres, and an interior line of said called 7.7884 acres tract, a distance of 740.12 feet to a point for an interior corner of said called 7.7884 acres tract and for the northwest corner of said Tract 15, called 2.363 acres;

THENCE North $87^{\circ} 12' 40''$ East with the North line of said Tract 15, called 2.363 acres, and an interior line of said called 7.7884 acres tract, a distance of 293.88 feet to a point for the northwest corner of a residue of called 28.68 acres, more or less, tract, conveyed to Humble Oil & Refining Company by Socony Mobil Oil Company, Inc. by deed filed August 10, 1965 and recorded in Volume 6028 at Page 80, (County Clerk's File C139334), of the Deed Records of Harris County, Texas and for the northeast corner of said Tract 15, called 2.363 acres;

THENCE South $01^{\circ} 55' 05''$ East with the East line of said Tract 15, called 2.363 acres, the East line of Tract 11, called 2.649 acres, and the West line of said residue of called 28.68 acres, more or less, tract, a distance of 744.16 feet to a point in the North line of said Tract 5, called 4.969 acres, for the southwest corner of said residue of called 28.68 acres, more or less, tract, and for the southeast corner of said Tract 11, called 2.649 acres;

THENCE North $87^{\circ} 59' 59''$ East with the North line of said Tract 5, called 4.969 acres, the South line of said residue of called 28.68 acres, more or less, tract, the South line of a called 9.26 acres, more or less, tract conveyed to Humble Oil & Refining Co. by Magnolia Petroleum Company by deed dated September 9, 1937 and recorded in Volume 1063 at Page 557 of the Deed Records of Harris County, Texas, and the South line of a residue of a called 145.78 acres tract conveyed to Ralph Lewis Frapart, et al by Frances Kaiser Frapart by deed dated December 10, 1976 and recorded in County Clerk's File F014298 of the Official Public Records of Real Property of Harris County, Texas, a distance of 777.19 feet to a $5/8$ inch iron rod with "BASELINE" cap, found, for the northeast corner of said Tract 5, called 4.969 acres, and for the northwest corner of said Tract 13, called 1.795 acres;

THENCE North $87^{\circ} 56' 11''$ East with the North line of said Tract 13, called 1.795 acres, the South line of the residue of said called 145.78 acres tract and the South line of a called 61,615 square feet, (1.415 acres), more or less tract, called Parcel "C", described in said County Clerk's File L951535, a distance of 739.97 feet to a point in the southwest line of said State Highway Number 249, (called 350 feet wide right of way), for the southeast corner of a residue of said called 145.78 acres tract and for the northeast corner of said Tract 13, called 1.795 acres;

THENCE with the East or northeast line of said Tract 13, called 1.795 acres, and the southwest right of way line of said State Highway Number 249, a curve to the left, concave northeast, having a central angle of $01^{\circ} 53' 37''$, a radius of 3994.73 feet, an arc length of 132.03 feet and a chord bearing and distance of South $42^{\circ} 49' 17''$ East, 132.02 feet to a point for the northeast corner of the residue of a called 2.180 acres tract of land conveyed to Harris County Flood Control District by Tandem Energy Corporation by deed dated March 15, 2005 and recorded in County Clerk's File Y461230 of the Official Public Records of Real Property of Harris County, Texas, and for the southeast corner of said Tract 13, called 1.795 acres;

THENCE South 87° 56' 11" West with the South line of said Tract 13, called 1.795 acres, the North line of said residue of called 2.180 acres tract, the North line of a called 1.494 acres tract conveyed to Tortuga Operating Company by Harris County Flood Control District by deed dated March 11, 2010 and recorded in County Clerk's File 20100094479 of the Official Public Records of Real Property of Harris County, Texas, the North line of the residue of a called 64.767 acres tract conveyed to Harris County Flood Control District by Richard Ray Frapart, et al by deed dated May 25, 2005 and recorded in County Clerk's File Y495627 of the Official Public Records of Real Property of Harris County, Texas, the North line of a called 164,385 square feet, (3.774 acres), more or less tract, called Parcel "B", in said County Clerk's File L951535, and the North line of a called 3.2528 acres tract of land conveyed to Nabors Property Holdings II, LLC by Merenco Realty, Inc. by deed dated November 3, 2016 and recorded in County Clerk's File RP-2016-500174 of the Official Public Records of Real Property of Harris County, Texas, a distance of 824.82 feet to a 3/4 inch iron rod with aluminum cap stamped, "PACE", found, for the northwest corner of said called 3.2528 acres tract, for the northeast corner of a called 22.145 acres tract conveyed to Nabors Property Holdings II, LLC by Turner Coatings, LLC by deed dated February 29, 2016 and recorded in County Clerk's File RP-2016-86222 of the Official Public Records of Real Property of Harris County, Texas, for the southwest corner of said Tract 13, called 1.795 acres, and for the southeast corner of said Tract 5, called 4.969 acres;

THENCE South 87° 59' 59" West with the South line of said Tract 5, called 4.969 acres, and the North line of said called 22.145 acres tract a distance of 704.36 feet to a point for the northwest corner of said called 22.145 acres tract and for the northeast corner of said called 20.000 acres tract;

THENCE South 02° 00' 18" East with the East line of said called 20.000 acres tract and the West line of said called 22.145 acres tract, a distance of 194.56 feet to a point for an angle in the West or northwest line of said called 22.145 acres tract and for an angle in the East or southeast line of said called 20.000 acres tract;

THENCE South 34° 15' 24" West with the southeast line of said called 20.000 acres tract and the northwest line of said called 22.145 acres tract, a distance of 822.27 feet to a point for the West or southwest corner of said called 22.145 acres tract and for the North or northwest corner of Tract 5, called 15.0725 acres;

THENCE South 55° 43' 33" East with the North line of said Tract 5, called 15.0725 acres, and the South line of said called 22.145 acres tract, a distance of 333.04 feet to a point for an angle in the South line of said called 22.145 acres tract and for an angle in the North line of said Tract 5, called 15.0725 acres;

THENCE North 87° 09' 56" East with the North line of said Tract 5, called 15.0725 acres, and the South line of said called 22.145 acres tract, a distance of 841.39 feet to a point in a curve in the West line of a called 266,854 square feet, (6.126 acres), more or less, tract described in Right of Way Easement conveyed to Harris County Flood Control District by Exxon Corporation by instrument dated August 31, 1995 and recorded in County Clerk's File R649324 of the Official Public Records of Real Property of Harris County, Texas;

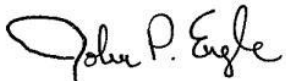
THENCE with the West line of said called 266,854 square feet, (6.126 acres), more or less, tract, a curve to the right, concave southeast, having a central angle of 06° 53' 36", a radius of 1,275.00 feet, an arc length of 153.39 feet and a chord bearing and distance of North 18° 06' 05" East, 153.30 feet to a point for the point of tangency of said curve in the West line of said called 266,854 square feet, (6.126 acres), more or less tract;

THENCE North 21° 32' 52" East continuing with the West line of said called 266,854 square feet, (6.126 acres), more or less, tract, a distance of 84.76 feet to a point for the most Northern corner of said called 266,854 square feet, (6.126 acres), more or less, tract, the West or southwest corner of said called 164,385 square feet, (3.774 acres), more or less tract, called Parcel "B", in said County Clerk's File L951535, in the East line of said Goodrich Survey and in the West line of said Lewis Survey;

THENCE South 02° 57' 26" East with the East line of said called 266,854 square feet, (6.126 acres), more or less, tract, the most Southern, West line of said called 164,385 square feet, (3.774 acres), more or less tract, called Parcel "B", in said County Clerk's File L951535, the most Northern, West line of a called 102,584 square feet, (2.355 acres), more or less tract, called Parcel "A" in said County Clerk's File L951535, the West line of said called 73,123 square feet, (1.679 acres), more or less tract, the East line of the said Goodrich Survey and the West line of the said Lewis Survey, a distance of 2,779.32 feet to the PLACE OF BEGINNING, and containing within said boundaries 374.9 acres of land.

I, John P. Engle, Registered Professional Land Surveyor Number 5568, do hereby certify that this document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

WITNESS, my hand and seal at Houston, Texas, this the 14th day of February, A.D., 2018.



John P. Engle
Registered Professional
Land Surveyor Number 5568



Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 7, 2018

Topic:

Approve Request to Extend Reconsideration of Tabled Item for The Reserve at Spring Lakes Section 2 Rezoning Request from the June 4, 2018 Council Meeting to the July 16, 2018 Council Meeting – Ordinance No. 2017-36

Background:

On February 5, 2018, City Council voted to table Ordinance No. 2017-36, which was a request by Robert Allen of Zion Road Properties to rezone The Reserve at Spring Lakes Section 2 from the Agricultural District to the Single-Family 20 Estate District. During that meeting, City Council requested that a drainage study be prepared by the developer to assist with City Council's decision on the rezoning. Robert Allen recently requested an extension of the tabling to provide him more time to have the drainage study completed.

Origination:

Robert Allen, Zion Road Properties, LLC

Recommendation:

Approval

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

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 7, 2018

Topic:

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

- Sec. 551.071 - Consultation with the City Attorney regarding a matter that the Attorney's Duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

Background:**Origination:**

City Manager

Recommendation:

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

ACTION TAKEN

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