

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



MONDAY, DECEMBER 10, 2012

5:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, December 10, 2012 at 5:00 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 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.]*
- 3.0 New Business:
 - 3.1 Adopt, on First Reading, Ordinance No. 2012-45, 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 [Tract One(B): Being 0.610-Acre Tract of Land, Being All of the Remainder of a 30-Ft. Wide Unnamed Road Right-of-Way Lying Between Lot 459, Lot 460, Lot 461, Lot 462, Lot 463, Lot 464, Lot 465 and Lot

466, Located near the Intersection of FM 2978 and FM 2920; Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas].

- 3.2 Adopt, on First Reading, Ordinance No. 2012-37, 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 (Tract One: Being 3.143 Acres of Land Located at 0 Hufsmith-Kohrville Road, at the Intersection of FM 2978 and FM 2920 – Mary McGill Criner Adickes, Individually and as Trustee and as Successor in Interest to the Joint Venture Agreement, as Recorded under Clerk’s File No. G-572577, Real Property Records, Harris County, Texas; Located within the Extraterritorial Jurisdiction of the City of Tomball, Texas)
- 3.3 Adopt, on First Reading, Ordinance No. 2012-38, 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 (Tract Two: Being 49.544 Acres of Land Located at 0 Dement Road, near the Intersection of FM 2978 and FM 2920 – Ronald J. Collins, Donald Claude Childress, Roy A. Johlke and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, A/K/A/ Adell G. Johlke Dietz, Deceased); Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas].
- 3.4 Adopt, on First Reading, Ordinance No. 2012-39, 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 [Tract Three: Being 23.624 Acres of Land, Located at 0 FM 2920, Near the Intersection of FM 2978 and FM 2920 – Cypressbrook 2920, LP; Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas]
- 3.5 Adopt, on First Reading, Ordinance No. 2012-40, 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 [Tract Four: Being 20.021 Acres of Land, Located at 10920 FM 2920, near the Intersection of FM 2978 and FM 2920 – ABCO Land Corporation; Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas].
- 3.6 Public Hearing Regarding a Proposal to Adopt an Ordinance creating Reinvestment Zone No. 4; Said Reinvestment Zone No. 4 is Proposed to Include

a Tract of Land Containing 96.942 Acres, More or Less (Baker Hughes)

- 3.7 Adopt, on First Reading, Ordinance No. 2012-52, an Ordinance Creating City of Tomball, Texas, Reinvestment Zone No. 4; an Approximately 96.942-Acre Tract of Land, Located Generally at the Northeast Corner of the Intersection of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herewith; and Providing for Severability (Baker Hughes)

4.0 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 4th day of December 2012 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.

Special City Council

Agenda Item

Data Sheet

Meeting Date: December 10, 2012

Topic:

Adopt, on First Reading, Ordinance No. 2012-45, 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 [Tract One(B): Being 0.610-Acre Tract of Land, Being All of the Remainder of a 30-Ft. Wide Unnamed Road Right-of-Way Lying Between Lot 459, Lot 460, Lot 461, Lot 462, Lot 463, Lot 464, Lot 465 and Lot 466, Located near the Intersection of FM 2978 and FM 2920; Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas].

Background:

Ordinance No. 2012-45 is the first of five ordinances to annex property located on the northeast side of the intersection of FM 2978 and FM 2920, in connection with Baker Hughes, Inc.'s proposed development of approximately 96.942 acres of land.

Tract One(B) is an unnamed road right-of-way containing 0.610 acres of land. City staff recommends the annexation of Tract One(B).

Origination:

City Secretary, Asst. City Engineer

Recommendation:

Adopt Ordinance No. 2012-45 on First Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2012-45

Tract One(B) Map

ORDINANCE NO. 2012-45

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 [TRACT ONE(B): BEING 0.610-ACRE TRACT OF LAND, BEING ALL OF THE REMAINDER OF A 30-FT. WIDE UNNAMED ROAD RIGHT-OF-WAY LYING BETWEEN LOT 459, LOT 460, LOT 461, LOT 462, LOT 463, LOT 464, LOT 465 AND LOT 466, LOCATED NEAR THE INTERSECTION OF FM 2978 AND FM 2920; LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS].

* * * * *

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 10TH DAY OF
DECEMBER 2012

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF
DECEMBER 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A"

Being a 0.610 acre tract of land out of the Jesse Pruitt Survey, Abstract No. 629 in Harris County, Texas, said 0.610 acre tract of land being all of the remainder of that 30 foot wide unnamed road lying between Lot 459, Lot 460, Lot 461, Lot 462, Lot 463, Lot 464, Lot 465, and Lot 466, as shown on said Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said 0.610 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TERRA" found at the point of intersection of the east right-of-way line of F. M. Highway No. 2978, a/k/a Huffsmith-Kohrville Road (a variable width right-of-way) with the north line of said 30 foot wide unnamed road, said 5/8 inch iron rod with cap stamped "TERRA" being the most westerly southwest corner of 49.547 acre tract of land (by deed) deeded to Ronald J. Collins, Donald Claude Childress, Roy A. Johlke, and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, a/k/a Adell G. Johlke Dietz, deceased, as recorded in Cause No. 407636 of the Probate Records of Harris County, Texas;

THENCE North 87 degrees 23 minutes 55 seconds East, with the north right-of-way line of said 30 foot wide unnamed road, with the south line of said Lot 459, with the south line of said Lot 460, with the south line of said Lot 461, with an interior line of said Lot 462, and with an interior line of said 49.547 acre tract of land, a distance of 883.14 feet to a 5/8 inch iron rod found for the northeast corner of said 30 foot wide unnamed road and being an interior corner of said Lot 462, said 5/8 inch iron rod also being an interior corner of said 49.547 acre tract of land;

THENCE South 02 degrees 31 minutes 47 seconds East, with the east end of said 30 foot wide unnamed road, with an interior line of said Lot 462, and with an interior line of said 49.547 acre tract of land, a distance of 30.00 feet to a 5/8 inch iron rod found for the southeast corner of said 30 foot wide unnamed road and for the northeast corner of said Lot 466, said 5/8 inch iron rod also being an interior corner of said 49.547 acre tract of land;

THENCE South 87 degrees 23 minutes 55 seconds West, with the south right-of-way line of said 30 foot wide unnamed road, with the north line of said Lot 466, with the north line of said Lot 465, with the north line of said Lot 464, with the north line of said Lot 463, and with an interior line of said 49.547 acre tract of land, a distance of 889.59 feet to a 5/8 inch iron rod with cap stamped "TERRA" found at the intersection of the south right-of-way line of said 30 foot wide unnamed road with the east right-of-way line of said F. M. Highway No. 2978;

THENCE North 09 degrees 36 minutes 44 seconds East, a distance of 30.69 feet to the **POINT OF BEGINNING**, and containing 0.610 acre of land, more or less;

All bearings are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

All distances and areas are surface.

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

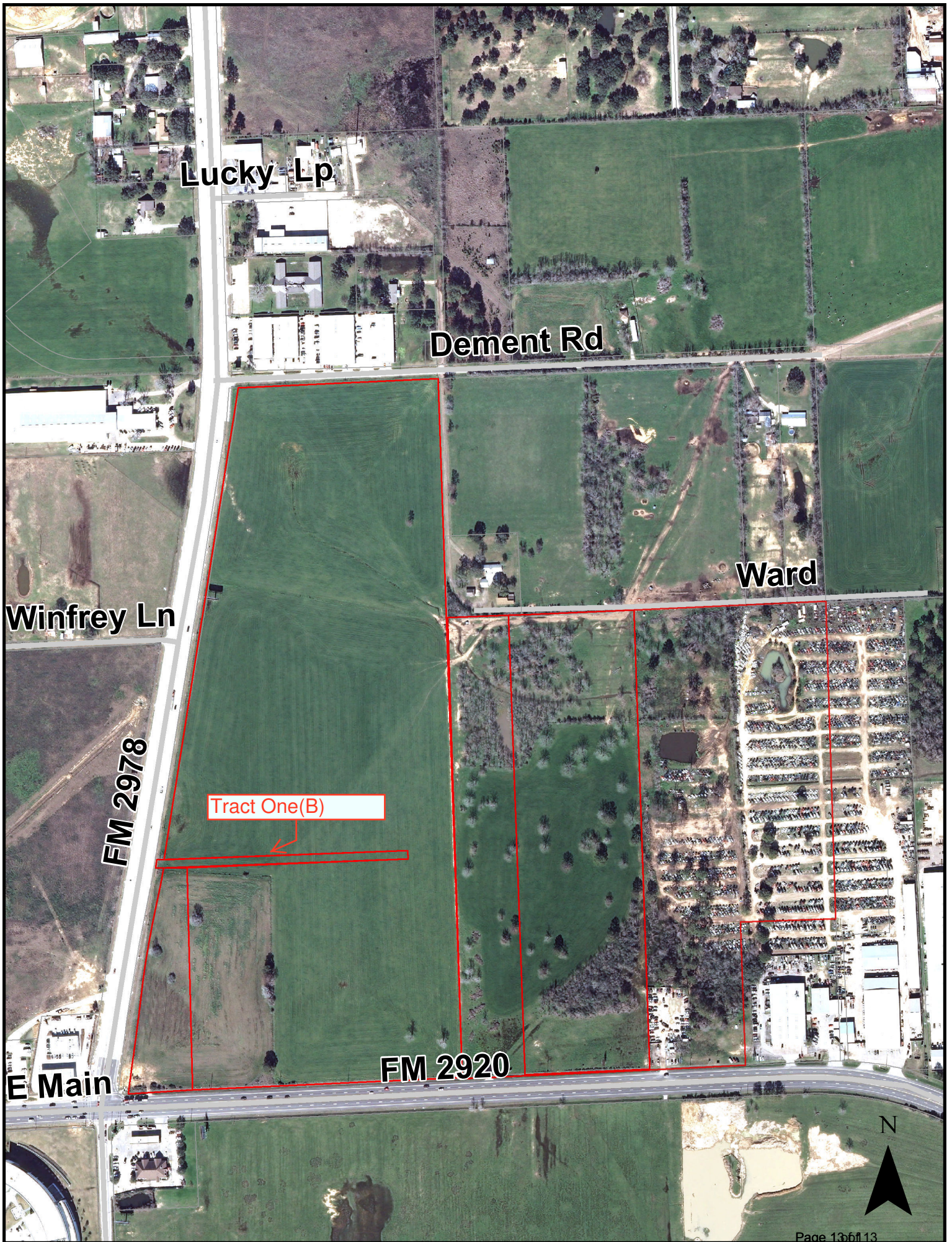
The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. 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.



Special City Council

Agenda Item

Meeting Date: December 10, 2012

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2012-37, 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 (Tract One: Being 3.143 Acres of Land Located at 0 Hufsmith-Kohrville Road, at the Intersection of FM 2978 and FM 2920 – Mary McGill Criner Adickes, Individually and as Trustee and as Successor in Interest to the Joint Venture Agreement, as Recorded under Clerk's File No. G-572577, Real Property Records, Harris County, Texas; Located within the Extraterritorial Jurisdiction of the City of Tomball, Texas)

Background:

Ordinance No. 2012-37 is the second ordinance presented to annex property located on the northeast side of the intersection of FM 2978 and FM 2920, in connection with Baker Hughes, Inc.'s proposed development of approximately 96.942 acres of land.

Tract One is a 3.143-acre tract of land located at the intersection of FM 2978 and FM 2920; request for annexation was made by the property owner, Mary McGill Criner Adickes, individually and as trustee and successor.

Origination:

Property owner, Mary McGill Criner Adickes

Recommendation:

Adopt Ordinance No. 2012-37 on First Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2012-37

Map - Tract One - 3.143 Acres

ORDINANCE NO. 2012-37

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 (TRACT ONE: BEING 3.143 ACRES OF LAND LOCATED AT 0 HUFSMITH-KOHRVILLE ROAD, AT THE INTERSECTION OF FM 2978 AND FM 2920 – MARY MCGILL CRINER ADICKES, INDIVIDUALLY AND AS TRUSTEE AND AS SUCCESSOR IN INTEREST TO THE JOINT VENTURE AGREEMENT, AS RECORDED UNDER CLERK’S FILE NO. G-572577, REAL PROPERTY RECORDS, HARRIS COUNTY, TEXAS; LOCATED WITHIN THE EXTERRITORIAL JURISDICTION OF THE CITY OF TOMBALL, TEXAS)

* * * * *

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.

ORDINANCE NO. 2012-37

Annexation – 3.143 Acres

Page 3

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 10TH DAY OF DECEMBER 2012

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF DECEMBER 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A"

Being a 3.143 acre tract of land out of the Jesse Pruitt Survey, Abstract No. 629 in Harris County, Texas, said 3.143 acre tract of land being all of that 3.1378 acre tract of land (by deed) deeded to Mary McGill Criner Adickes, Trustee, as recorded in Clerk's File No. H271449 of the Official Public Records of Real Property of Harris County, Texas, said 3.143 acre tract of land also being a portion of Lot 463, Tomball Townsite as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said 3.143 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation (TxDOT) concrete monument found for the southwest corner of said 3.1378 acre tract of land and at the intersection of the east right-of-way line of F. M. Highway No. 2978, a/k/a Huffsmith – Kohrville Road (a variable width right-of-way) with the north right-of-way line of F. M. Highway No. 2920 (a 120 foot wide right-of-way), for the beginning of a non-tangent curve to the right, having a radius of 5669.65 feet, a central angle of 07 degrees 05 minutes 30 seconds, and whose chord bears North 06 degrees 03 minutes 59 seconds East, a distance of 701.29 feet;

THENCE, with said curve to the right, with the west line of said 3.1378 acre tract of land, and with the east right-of-way line of F. M. Highway No. 2978, passing at an arc length of 568.08 feet, a TxDOT concrete monument with brass disk, continuing with said curve to the right, with the west line of said 3.1378 acre tract of land, and with the east right-of-way line of F. M. Highway No. 2978, in all, an arc length of 701.74 feet to a 5/8 inch iron rod with cap stamped "TERRA";

THENCE, North 09 degrees 36 minutes 44 seconds East, with the west line of said 3.1378 acre tract of land and with the east right-of-way line of F. M. Highway No. 2978, a distance of **COUNTY, TEXAS** 59.49 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the northwest corner of said 3.1378 acre tract of land and also being in the north line of said Lot 463 and in the south line of an 30 foot wide unnamed road as shown on said plat of Tomball Townsite;

THENCE, North 87 degrees 23 minutes 55 seconds East, with the north line of said 3.1378 acre tract of land, with the north line of said Lot 463, and with the south line of said 30 foot wide unnamed road, a distance of 114.65 feet to a 1 inch iron pipe found for the northeast corner of said 3.1378 acre tract of land and for an exterior ell corner of a 49.547 acre tract of land (by probate) to Ronald J. Collins, Donald Claude Childress, Roy A. Johlke, and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, a/k/a Adell G. Johlke Dietz, deceased, as recorded in Cause No. 407636 of the Probate Records of Harris County, Texas, said 1 inch iron pipe being the northeast corner of said Lot 463 and the northwest corner of Lot 464, of said Tomball Townsite;

THENCE, South 02 degrees 35 minutes 43 seconds East, with the east line of said 3.1378 acre tract of land, with an interior line of said 49.547 acre tract of land, with the east line of said Lot 463, and with the west line of said Lot 464, a distance of 751.36 feet to a 1 inch iron pipe found in the north right-of-way line of F. M. Highway No. 2920, for the southeast corner of said 3.1378 acre tract of land and the most southerly southwest corner of said 49.547 acre tract of land;

THENCE, South 87 degrees 22 minutes 55 seconds West, with the south line of said 3.1378 acre

tract of land and with the north right-of-way line of F. M. Highway No. 2920, a distance of 232.84 feet to the **POINT OF BEGINNING**, and containing 3.143 acres of land, more or less;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

All distances and areas are surface.

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

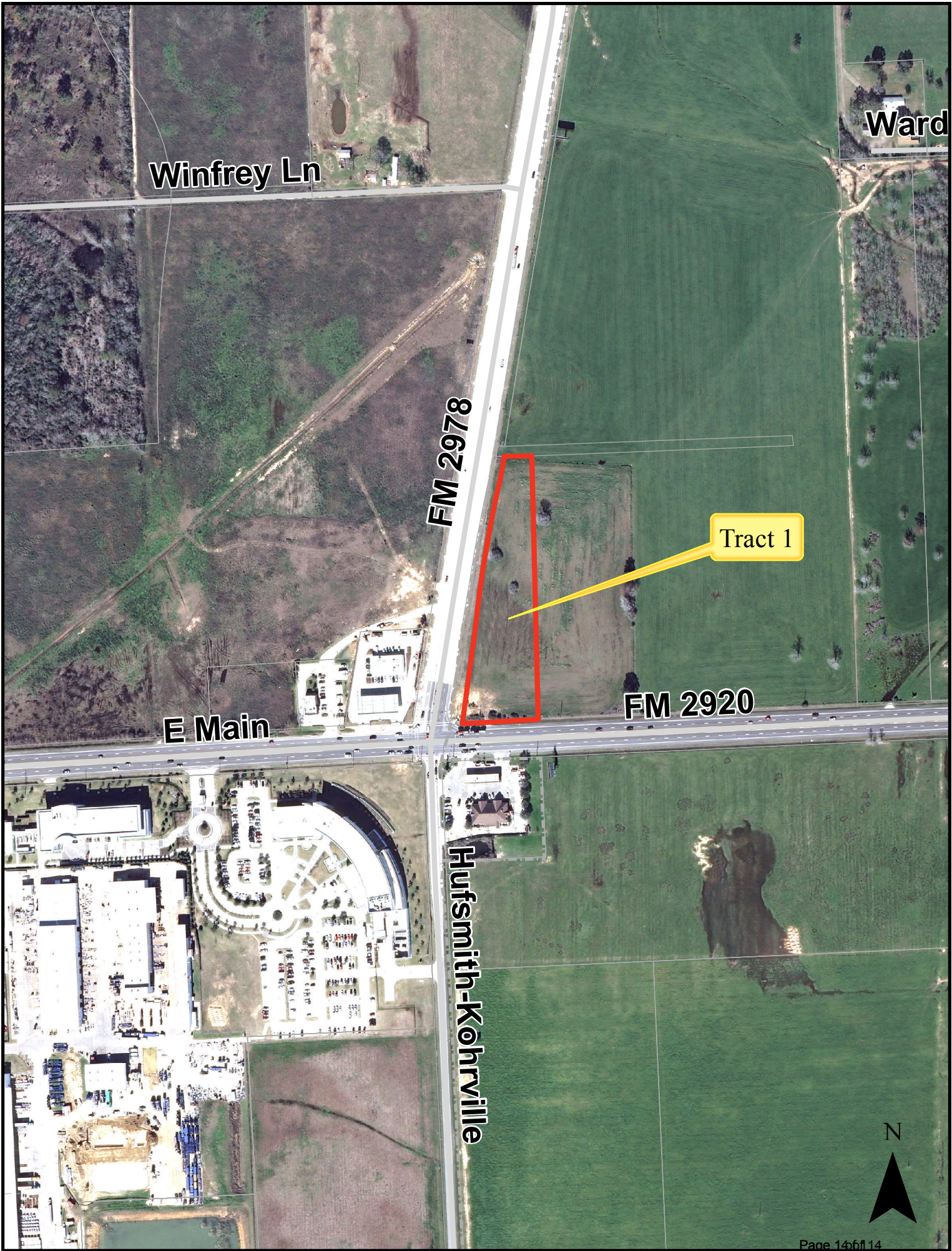
The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. 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.



Special City Council

Agenda Item

Meeting Date: December 10, 2012

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2012-38, 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 (Tract Two: Being 49.544 Acres of Land Located at 0 Dement Road, near the Intersection of FM 2978 and FM 2920 – Ronald J. Collins, Donald Claude Childress, Roy A. Johlke and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, A/K/A/ Adell G. Johlke Dietz, Deceased); Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas].

Background:

Ordinance No. 2012-38 is the third ordinance presented to annex property located on the northeast side of the intersection of FM 2978 and FM 2920, in connection with Baker Hughes, Inc.'s proposed development of approximately 96.942 acres of land.

Tract Two is a 49.544-acre tract of land located at 0 Dement Road, directly adjacent to Tract One; request for annexation was made by Ronald J. Collins, Donald Claude Childress, Roy A. Johlke and Susan Lorraine Dietz Varsel, individually and as administrators of the Estate of Adell G. Dietz.

Origination:

Ronald J. Collins, Donald Claude Childress, Roy A. Johlke and Susan Lorraine Dietz Varsel, individually and as administrators of the Estate of Adell G. Dietz

Recommendation:

Adopt Ordinance No. 2012-38 on First Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2012-38

Map - Tract Two

ORDINANCE NO. 2012-38

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 (TRACT TWO: BEING 49.544 ACRES OF LAND LOCATED AT 0 DEMENT ROAD, NEAR THE INTERSECTION OF FM 2978 AND FM 2920 – RONALD J. COLLINS, DONALD CLAUDE CHILDRESS, ROY A. JOHLKE AND SUSAN LORRAINE DIETZ VARSEL, INDIVIDUALLY AND AS ADMINISTRATOR OF THE ESTATE OF ADELL G. DIETZ, A/K/A/ ADELL G. JOHLKE DIETZ, DECEASED); LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS].

* * * * *

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 10TH DAY OF
DECEMBER 2012

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF
DECEMBER 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A"

Being a 49.544 acre tract of land out of the Jesse Pruitt Survey, Abstract No. 629 in Harris County, Texas, said 49.544 acre tract of land being all of that 49.547 acre tract of land (by probate) conveyed to Ronald J. Collins, Donald Claude Childress, Roy A. Johlke, and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, also known as Adell G. Johlke Dietz, deceased, by Cause No. 407636 of the Probate Records of Harris County, Texas, said 49.544 acre tract of land also being a portion of Lot 448, Lot 449, Lot 460, Lot 461, the remainder of Lot 447, the remainder of Lot 459, the remainder of Lot 462, the remainder of Lot 464, the remainder of Lot 465, and the remainder of Lot 466, Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said 49.544 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TERRA" found at the point of intersection of the east right-of-way line of F. M. Highway No. 2978, a/k/a Huffsmith – Kohrville Road (a variable width right-of-way) with the north line of an 30 foot wide unnamed road as shown on said Tomball Townsite plat, said 5/8 inch iron rod with cap stamped "TERRA" being the most westerly southwest corner of said 49.547 acre tract of land;

THENCE North 09 degrees 36 minutes 44 seconds East, with the east right-of-way line of F. M. Highway No. 2978 and with the west line of said 49.547 acre tract of land, a distance of 1238.24 feet to a broken Texas Department of Transportation (TxDOT) concrete monument found for the beginning of a curve to the left, having a radius of 3879.77 feet, a central angle of 06 degrees 48 minutes 43 seconds, and whose chord bears North 06 degrees 12 minutes 23 seconds East, a distance of 461.00 feet;

THENCE with the east right-of-way line of F. M. Highway No. 2978, with the west line of said 49.547 acre tract of land, and with said curve to the left an arc length of 461.27 feet to a TxDOT concrete monument with brass disk found at the point of intersection of the east right-of-way line of F. M. Highway No. 2978, with the south right-of-way line of Dement Lane (a 30 foot wide right-of-way), said TxDOT concrete monument with brass disk also being the northwest corner of said 49.547 acre tract of land and being in the north line of said Lot 447;

THENCE North 87 degrees 01 minute 05 seconds East, with the south right-of-way line of Dement Lane, with the north line of said 49.547 acre tract of land, with the north line of said Lot 447, with the north line of said Lot 448, and with the north line of said Lot 449, a distance of 722.72 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the northeast corner of said 49.547 acre tract of land and for the northeast corner of said Lot 449, said 5/8 inch iron rod with cap stamped "TERRA" also being the northwest corner of Lot 450, of said Tomball Townsite;

THENCE South 02 degrees 12 minutes 58 seconds East, with an easterly line of said 49.547 acre tract of land, with the east line of said Lot 449, and with the west line of said Lot 450, a distance of 849.59 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for an exterior ell corner of said 49.547 acre tract of land and for the southeast corner of said Lot 449, said 5/8 inch iron rod with cap stamped "TERRA" being the southwest corner of said Lot 450 and being the southwest corner of a 1.681 acre tract of land (by deed) deeded to Jim K. Seber and Kelli A. Seber, as recorded in Document No. 20080008347 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "TERRA" also being

in the north line of a 23.5935 acre tract of land (by deed) deeded to Cypressbrook 2920, LP, as recorded in Document No. 20070522269 of the Official Public Records of Real Property of Harris County, Texas;

THENCE South 87 degrees 15 minutes 43 seconds West, with an interior line of said 49.547 acre tract of land, with the south line of said Lot 449, and with the north line of said 23.5935 acre tract of land, a distance of 5.31 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for an interior ell corner of said 49.547 acre tract of land and for the northwest corner of said 23.5935 acre tract of land, said 5/8 inch iron rod with cap stamped "TERRA" also being the northeast corner of said Lot 462;

THENCE South 02 degrees 31 minutes 00 seconds East, with an easterly line of said 49.547 acre tract of land, with the east line of said Lot 462, and with the west line of said 23.5935 acre tract of land, a distance of 1602.09 feet to a 5/8 inch iron rod found in the north right-of-way line of F. M. Highway No. 2920 (a 120 foot wide right-of-way) for the southeast corner of said 49.547 acre tract of land and for the southwest corner of said 23.5935 acre tract of land;

THENCE South 87 degrees 22 minutes 55 seconds West, with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 49.547 acre tract of land, a distance of 933.70 feet to a 1 inch iron pipe found for the most southerly southwest corner of said 49.547 acre tract of land and for the southeast corner of a 3.1378 acre tract of land (by deed) deeded to Mary McGill Criner Adickes, Trustee, as recorded in Clerk's File No. H271449 of the Official Public Records of Real Property of Harris County, Texas;

THENCE North 02 degrees 35 minutes 43 seconds West, with an interior line of said 49.547 acre tract of land and with the east line of said 3.1378 acre tract of land, a distance of 751.36 feet to a 1 inch iron pipe found in the south right-of-way line of said 30 foot wide unnamed road, for an exterior ell corner of said 49.547 acre tract of land and for the northeast corner of said 3.1378 acre tract of land;

THENCE North 87 degrees 23 minutes 55 seconds East, with the south right-of-way line of said 30 foot wide unnamed road, with the north line of said Lot 464, with the north line of said Lot 465, with the north line of said Lot 466, and with an interior line of said 49.547 acre tract of land, a distance of 774.86 feet to a 5/8 inch iron rod found for an interior ell corner of said 49.547 acre tract of land and for the southeast corner of said 30 foot wide unnamed road, said 5/8 inch iron rod also being the northeast corner of said Lot 466 and being in an interior line of said Lot 462;

THENCE North 02 degrees 31 minutes 47 seconds West, with an interior line of said 49.547 acre tract of land, with an interior line of said Lot 462, and with the east end of said 30 foot wide unnamed road, a distance of 30.00 feet to a 5/8 inch iron rod found for an interior ell corner of said 49.547 acre tract of land and for the northeast corner of said 30 foot wide unnamed road, said 5/8 inch iron rod also being an interior ell corner of said Lot 462;

THENCE South 87 degrees 23 minutes 55 seconds West, with an interior line of said 49.547 acre tract of land and with the north right-of-way line of said 30 foot wide unnamed road, a distance of 883.14 feet to the **POINT OF BEGINNING**, and containing 49.544 acres of land, more or less;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

All distances and areas are surface.

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.



Special City Council

Agenda Item

Meeting Date: December 10, 2012

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2012-39, 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 [Tract Three: Being 23.624 Acres of Land, Located at 0 FM 2920, Near the Intersection of FM 2978 and FM 2920 – Cypressbrook 2920, LP; Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas]

Background:

Ordinance No. 2012-39 is the fourth ordinance presented to annex property located on the northeast side of the intersection of FM 2978 and FM 2920, in connection with Baker Hughes, Inc.'s proposed development of approximately 96.942 acres of land.

Tract Three is a 23.624-acre tract of land located at 0 FM 2920, east and directly adjacent to Tract Two; request for annexation was made by the property owner, Cypressbrook 2920, LP.

Origination:

Cypressbrook 2920, LP

Recommendation:

Adopt Ordinance No. 2012-39 on First Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2012-39

Map - Tract Three

ORDINANCE NO. 2012-39

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 [TRACT THREE: BEING 23.624 ACRES OF LAND, LOCATED AT 0 FM 2920, NEAR THE INTERSECTION OF FM 2978 AND FM 2920 – CYPRESSBROOK 2920, LP; LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS]

* * * * *

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 10TH DAY OF
DECEMBER 2012

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF
DECEMBER 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A"

Being a 23.624 acre tract of land out of the Jesse Pruitt Survey, Abstract No. 629 in Harris County, Texas, said 23.624 acre tract of land being all of that 23.5935 acre tract of land (by deed) deeded to Cypressbook 2920, LP, as recorded in Document No. 20070522269 of the Official Public Records of Real Property of Harris County, Texas, said 23.624 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of F. M. Highway No. 2920 (a 120 foot wide right-of-way), for the southwest corner of said 23.5935 acre tract of land and for the southeast corner of a 49.547 acre tract of land (by probate) to Ronald J. Collins, Donald Claude Childress, Roy A. Johlke, and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, a/k/a Adell G. Johlke Dietz, deceased, as recorded in Cause No. 407636 of the Probate Records of Harris County, Texas, said 5/8 inch iron rod also being in the east line of Lot 462, Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas;

THENCE North 02 degrees 31 minutes 00 seconds West, with the west line of said 23.5935 acre tract of land, with an easterly line of said 49.547 acre tract of land, and with the east line of said Lot 462, a distance of 1602.09 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the northwest corner of said 23.5935 acre tract of land and for an interior corner of said 49.547 acre tract of land, said 5/8 inch iron rod with cap stamped "TERRA" being the northeast corner of said Lot 462 and also being in the south line of Lot 449, of said Tomball Townsite;

THENCE North 87 degrees 15 minutes 43 seconds East, with the north line of said 23.5935 acre tract of land, with an interior line of said 49.547 acre tract of land, and with the south line of said Lot 449, passing at a distance of 5.31 feet, a 5/8 inch iron rod with cap stamped "TERRA" found for an exterior ell corner of said 49.547 acre tract of land and the southeast corner of said Lot 449, said 5/8 inch iron rod with cap stamped "TERRA" being the southwest corner of Lot 450, of said Tomball Townsite and for the southwest corner of a 1.681 acre tract of land (by deed) deeded to Jim K. Seber and Kelli A. Seber, as recorded in Document No. 20080008347 of the Official Public Records of Real Property of Harris County, Texas, continuing with the north line of said 23.5935 acre tract of land, with the south line of said 1.681 acre tract of land, and with the south line of said Lot 450, passing at a distance of 214.10, a 1/2 inch iron rod found, continuing with the north line of said 23.5935 acre tract of land, with the south line of said 1.681 acre tract of land, with the south line of said Lot 450, with the south line of Lot 451, of said Tomball Townsite, and with the south line of Lot 452, of said Tomball Townsite, in all, a distance of 640.16 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the northeast corner of said 23.5935 acre tract of land and for the northwest corner of the remainder of a 23.6963 acre tract of land (by deed) deeded to ABCO Land Corporation, as recorded in Document No. 200265255 of the Official Public Records of Real Property of Harris County, Texas;

THENCE South 02 degrees 39 minutes 05 seconds East, with the east line of said 23.5935 acre tract of land and with the west line of said 23.6963 acre tract of land, a distance of 1603.43 feet to a 1/2 inch iron rod found in the north right-of-way line of F. M. Highway No. 2920, for the southeast corner of said 23.5935 acre tract of land and for the southwest corner of the remainder of said 23.6963 acre tract of land;

THENCE South 87 degrees 22 minutes 55 seconds West, with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.5935 acre tract of land, passing at a distance of 429.22 feet, a 5/8 inch iron rod found, continuing in all, a distance of 643.93 feet to the **POINT OF BEGINNING**, and containing 23.624 acres of land, more or less;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

All distances and areas are surface.

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

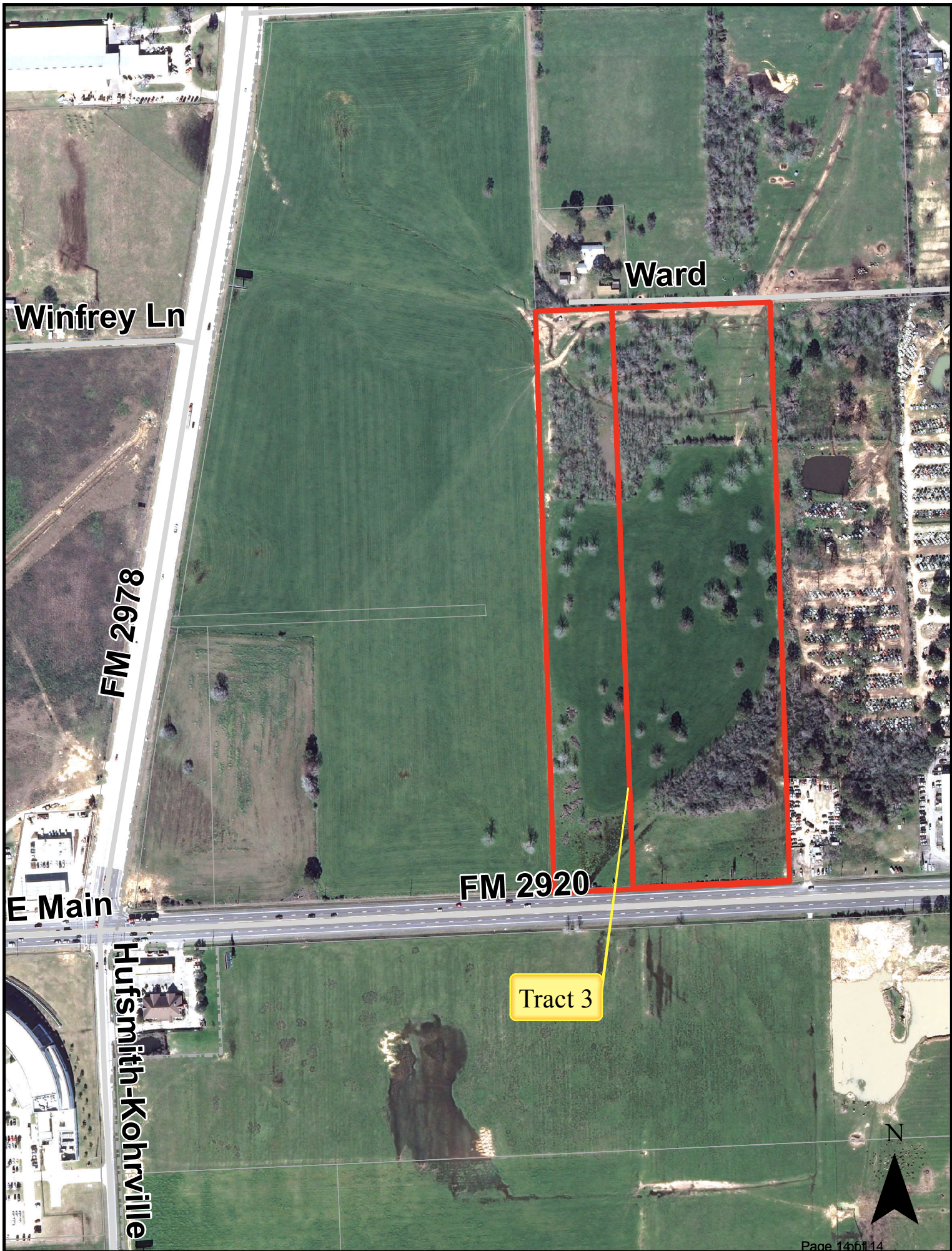
The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. 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.



Special City Council

Agenda Item

Meeting Date: December 10, 2012

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2012-40, 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 [Tract Four: Being 20.021 Acres of Land, Located at 10920 FM 2920, near the Intersection of FM 2978 and FM 2920 – ABCO Land Corporation; Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas].

Background:

Ordinance No. 2012-40 is the last ordinance presented to annex property located on the northeast side of the intersection of FM 2978 and FM 2920, in connection with Baker Hughes, Inc.'s proposed development of approximately 96.942 acres of land.

Tract Four is a 20.021-acre tract of land located at 10920 FM 2920, east and directly adjacent to Tract Three; request for annexation was made by the property owner, ABCO Land Corporation.

Origination:

ABCO Land Corporation

Recommendation:

Adopt Ordinance No. 2012-40 on First Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2012-40

Map - Tract Four

ORDINANCE NO. 2012-40

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 [TRACT FOUR: BEING 20.021 ACRES OF LAND, LOCATED AT 10920 FM 2920, NEAR THE INTERSECTION OF FM 2978 AND FM 2920 – ABCO LAND CORPORATION; LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS].

* * * * *

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 10TH DAY OF
DECEMBER 2012

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF
DECEMBER 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A"

Being a 20.021 acre tract of land out of the Jesse Pruitt Survey, Abstract No. 629 in Harris County, Texas, said 20.021 acre tract of land being a portion of the remainder of a 23.6963 acre tract of land (by deed) deeded to ABCO Land Corporation as recorded in Document No. 200265255 of the Official Public Records of Real Property of Harris County, Texas, said 20.021 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the northeast corner of said 23.6963 acre tract of land and for the northwest corner of a 10.70836 acre tract of land (by deed) deeded to ABCO Land Corporation, as recorded in Clerk's File No. W000422 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod being the common south corner of Lots 454 and 455, Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said 5/8 inch iron rod being in the east line of said Jesse Pruitt Survey and also being in the west line of the John S. Smith Survey, Abstract No. 730 in Harris County, Texas;

THENCE South 02 degrees 37 minutes 44 seconds East, with the east line of said 23.6963 acre tract of land, with the west line of said 10.70836 acre tract of land, with the west line of a 1.31 acre tract of land (by deed) deeded to ABCO Land Corporation, as recorded in Clerk's File No. W409549 of the Official Public Records of Real Property of Harris County, Texas, with the east line of said Jesse Pruitt Survey, and with the west line of John S. Smith Survey, a distance of 1110.53 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner, from which a mag nail found in the north right-of-way line of F. M. Highway No. 2920, for the southeast corner of said 23.6963 acre tract of land and for the southwest corner of said 1.31 acre tract of land, bears, South 02 degrees 37 minutes 44 seconds East, a distance of 499.35 feet;

THENCE South 87 degrees 22 minutes 16 seconds West, a distance of 324.85 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 02 degrees 37 minutes 44 seconds East, a distance of 494.19 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set in the north right-of-way line of F. M. Highway No. 2920 and in the south line of said 23.6963 acre tract of land, for corner;

THENCE South 87 degrees 22 minutes 55 seconds West, with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.6963 acre tract of land, a distance of 318.60 feet to a 1/2 inch iron rod found for the southwest corner of said 23.6963 acre tract of land and for the southeast corner of a 23.5935 acre tract of land (by deed) deeded to Cypressbrook 2920, LP, as recorded in Document No. 20070522269 of the Official Public Records of Real Property of Harris County, Texas;

THENCE North 02 degrees 39 minutes 05 seconds West, with the west line of said 23.6963 acre tract of land and with the east line of said 23.5935 acre tract of land, a distance of 1603.43 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the northwest corner of said 23.6963 acre tract of land and for the northeast corner of said 23.5935 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the south line of Lot 452, of said Tomball Townsite;

THENCE North 87 degrees 15 minutes 43 seconds East, with the north line of said 23.6963 acre tract of land, with the south line of said Lot 452, with the south line of Lot 453, of said Tomball Townsite, and with the south line of said Lot 454, a distance of 644.08 feet to the **POINT OF BEGINNING**, and containing 20.021 acres of land, more or less;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

All distances and areas are surface.

THENCE North 02 degrees 39 minutes 05 seconds West, with the west line of said 23.6963 acre tract of land and with the east line of said 23.5935 acre tract of land, a distance of 1603.43 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the northwest corner of said 23.6963 acre tract of land and for the northeast corner of said 23.5935 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the south line of Lot 452, of said Tomball Townsite;

THENCE North 87 degrees 15 minutes 43 seconds East, with the north line of said 23.6963 acre tract of land, with the south line of said Lot 452, with the south line of Lot 453, of said Tomball Townsite, and with the south line of said Lot 454, a distance of 644.08 feet to the POINT OF BEGINNING, and containing 20.021 acres of land, more or less;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

All distances and areas are surface.

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.
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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.

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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

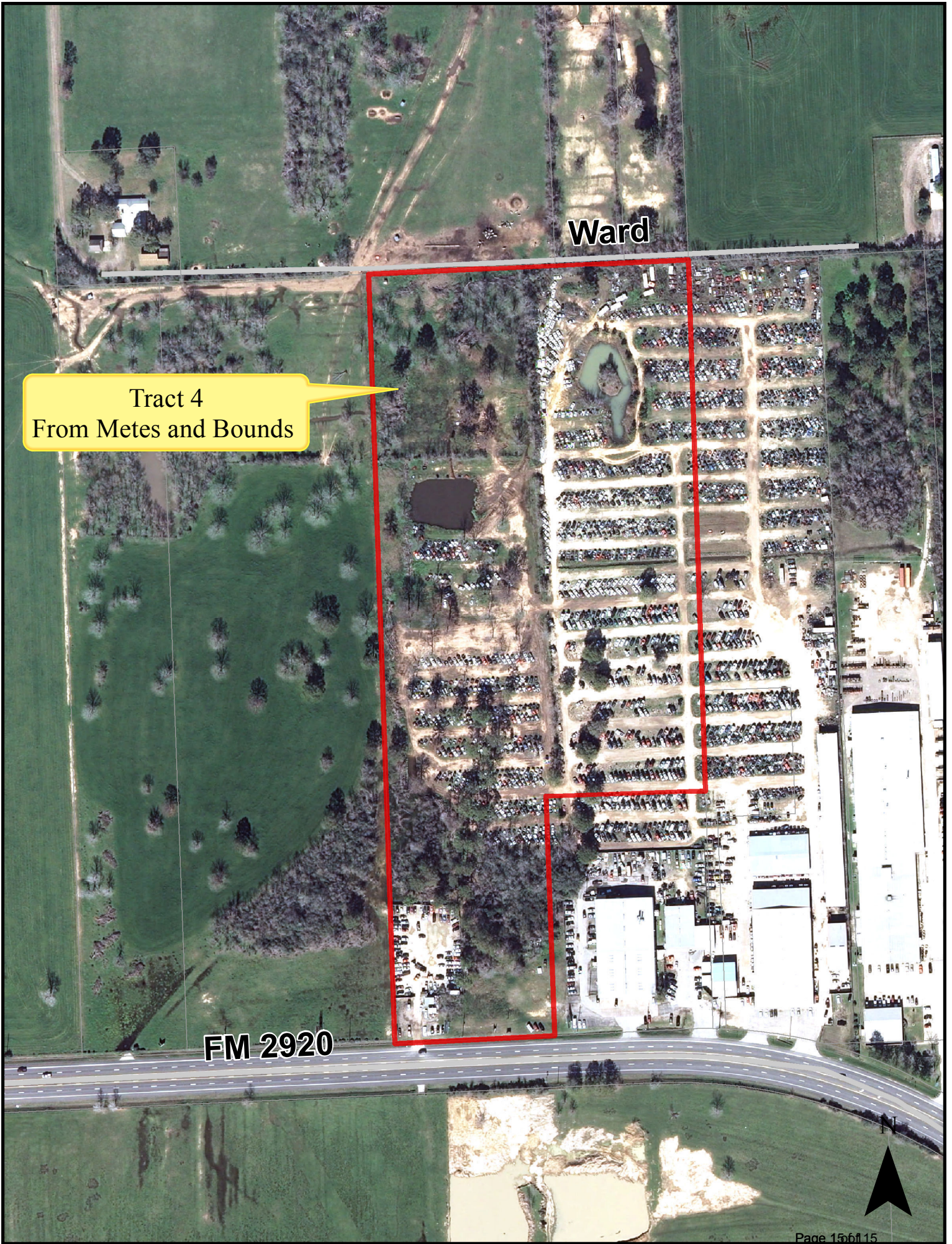
The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. 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.



Ward

Tract 4
From Metes and Bounds

FM 2920



Special City Council

Agenda Item

Data Sheet

Meeting Date: December 10, 2012

Topic:

Public Hearing Regarding a Proposal to Adopt an Ordinance creating Reinvestment Zone No. 4; Said Reinvestment Zone No. 4 is Proposed to Include a Tract of Land Containing 96.942 Acres, More or Less (Baker Hughes)

Background:

Baker Hughes, Inc. has requested that the City consider a Tax Abatement agreement related to the company's proposed expansion project. Before Council can approve a Tax Abatement agreement, it must designate a Reinvestment Zone for Tax Abatement--a geographic area in which abatement may be offered. A public hearing is required before passage of the designation ordinance.

As required, the notice of the public hearing was published in the Tomball-Magnolia Tribune and copies of the notice were delivered to all taxing authorities within whose jurisdiction the proposed zone would be located. At time of posting, no other eligible jurisdiction has indicated intent to offer additional tax abatement within the zone.

Designation of the zone does not bind Council to approving any particular agreement.

Origination:

City Secretary

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Notice of Public Hearing - December 10, 2012

CORRECTED
NOTICE OF PUBLIC HEARING

**ON PROPOSAL TO CREATE CITY OF TOMBALL, TEXAS,
REINVESTMENT ZONE NO. 4**



MONDAY, DECEMBER 10, 2012

5:00 P.M.

Notice is hereby given that a **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, Texas, at a Regularly Scheduled Council Meeting on Monday, December 10, 2012 at 5:00 p.m., in the Council Chamber, City Hall, 401 Market Street, Tomball, Texas, to Consider the Following:

**A Proposal to Adopt an Ordinance creating Reinvestment Zone No. 4.
Said Reinvestment Zone No. 4 is Proposed to Include a Tract of Land
Containing 96.942 Acres, More or Less, more Specifically Described as Follows:**

PROPERTY DESCRIPTION

Being a 96.942 acre tract of land out of the Jesse Pruitt Survey, Abstract No. 629 in Harris County, Texas, said 96.942 acre tract of land being all of that 3.1378 acre tract of land (by deed) deeded to Mary McGill Criner Adickes, Trustee, as recorded in Clerk's File No. H271449 of the Official Public Records of Real Property of Harris County, Texas, said 96.942 acre tract of land being all of that 49.547 acre tract of land (by probate) conveyed to Ronald J. Collins, Donald Claude Childress, Roy A. Johlke, and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, also known as Adell G. Johlke Dietz, deceased, by Cause No. 407636 of the Probate Records of Harris County, Texas, said 96.942 acre tract of land being all of that 23.5935 acre tract of land (by deed) deeded to Cypressbook 2920, LP, as recorded in Document No. 20070522269 of the Official Public Records of Real Property of Harris County, Texas, said 96.942 acre tract of land being the remainder of a 23.6963 acre tract of land (by deed) deeded to ABCO Land Corporation as recorded in Document No. 200265255 of the Official Public Records of Real Property of Harris County, Texas, said 96.942 acre tract of land also being all of Lot 448, Lot 449, Lot 460, Lot 461, the remainder of Lot 447, the remainder of Lot 459, the remainder of Lot 462, the remainder of Lot 463, the remainder of Lot 464, the remainder of Lot 465, and the remainder of Lot 466 and the portion of the 30' wide unnamed roadway (0.610acre) located on the south side of said Lots 459, 460 and 461 and located on the north side of said Lots 463, 464, 465 and 466, all in Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said 96.942 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation (TxDOT) concrete monument found for the southwest corner of said 3.1378 acre tract of land and at the intersection of the east right-of-way line of F. M. Highway No. 2978, a/k/a Huffsmith – Kohrville Road (a variable width right-of-way) with the north right-of-way line of F. M. Highway No. 2920 (a 120 foot wide right-of-way), for the beginning of a non-tangent curve to the right, having a radius of 5669.65 feet, a central angle of 07 degrees 05 minutes 30 seconds, and whose chord bears North 06 degrees 03 minutes 35 seconds East, a distance of 701.29 feet;

THENCE, with said curve to the right, with the west line of said 3.1378 acre tract of land, and with the east right-of-way line of F. M. Highway No. 2978, passing at an arc length of 568.08 feet, a TxDOT concrete monument with brass disk found, continuing with said curve to the right, with the west line of said 3.1378 acre tract of land, and with the east right-of-way line of F. M. Highway No. 2978, in all, an arc length of 701.74 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the end of the curve;

THENCE North 09 degrees 36 minutes 44 seconds East, continuing with the west line of said 3.1378 acre tract of land and with the east right-of-way line of F. M. Highway No. 2978, at a distance of 59.49 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the northwest corner of said 3.1378 acre tract of land, said 5/8 inch iron rod with cap stamped "TERRA" also being in the north line of said Lot 463 and being in the south line of a 30 foot wide unnamed road as shown on said Tomball Townsite, continuing with said east right-of-way line of F. M. Highway No. 2978, at a distance of 90.18 feet passing a 5/8 inch iron rod with cap stamped "TERRA" being in the south line of Lot 459 and being in the north line of said 30 foot wide unnamed road as shown on said Tomball Townsite, continuing with said east right-of-way line of F. M. Highway No. 2978 and with the west line of said 49.547 acre tract of land, in all a distance of 1328.43 feet to a broken Texas Department of Transportation (TxDOT) concrete monument found for the

beginning of a curve to the left, having a radius of 3879.77 feet, a central angle of 06 degrees 48 minutes 43 seconds, and whose chord bears North 06 degrees 12 minutes 23 seconds East, a distance of 461.00 feet;

THENCE, continuing with the east right-of-way line of F. M. Highway No. 2978, with the west line of said 49.547 acre tract of land, and with said curve to the left, an arc length of 461.27 feet to a TxDOT concrete monument with brass disk found in the south right-of-way line of Dement Lane (a 30 foot wide right-of-way), said TxDOT concrete monument with brass disk also being the northwest corner of said 49.547 acre tract of land and being in the north line of said Lot 447;

THENCE North 87 degrees 01 minute 05 seconds East, with the south right-of-way line of Dement Lane, with the north line of said 49.547 acre tract of land, with the north line of said Lot 447, with the north line of said Lot 448, and with the north line of said Lot 449, a distance of 722.72 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the northeast corner of said 49.547 acre tract of land and for the northeast corner of said Lot 449, said 5/8 inch iron rod with cap stamped "TERRA" also being the northwest corner of Lot 450, of said Tomball Townsite;

THENCE South 02 degrees 12 minutes 58 seconds East, with an easterly line of said 49.547 acre tract of land, with the east line of said Lot 449, and with the west line of said Lot 450, a distance of 849.59 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for an exterior ell corner of said 49.547 acre tract of land and for the southeast corner of said Lot 449, said 5/8 inch iron rod with cap stamped "TERRA" being the southwest corner of said Lot 450 and being the southwest corner of a 1.681 acre tract of land (by deed) deeded to Jim K. Seber and Kelli A. Seber, as recorded in Document No. 20080008347 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "TERRA" also being in the north line of said 23.5935 acre tract of land;

THENCE North 87 degrees 15 minutes 43 seconds East, with the north line of said 23.5935 acre tract of land, with the south line of said 1.681 acre tract of land, and with the south line of said Lot 450, passing at a distance of 208.79 feet, a 1/2 inch iron rod found, continuing with the north line of said 23.5935 acre tract of land, with the south line of said 1.681 acre tract of land, with the south line of said Lot 450, with the south line of Lot 451, of said Tomball Townsite, and with the south line of Lot 452, of said Tomball Townsite, passing at a distance of 634.85 feet, a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the northeast corner of said 23.5935 acre tract of land and for the northwest corner of said 23.6963 acre tract of land, continuing with the north line of said 23.6963 acre tract of land, with the south line of said Lot 452, with the south line of Lot 453, of said Tomball Townsite, and with the south line of Lot 454, of said Tomball Townsite, in all, a distance of 1278.93 feet to a 5/8 inch iron rod found for the northeast corner of said 23.6963 acre tract of land and for the northwest corner of a 10.70836 acre tract of land (by deed) deeded to ABCO Land Corporation, as recorded in Clerk's File No. W000422 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod being the common south corner of said Lot 454 and Lot 455, of said Tomball Townsite, said 5/8 inch iron rod being in the east line of said Jesse Pruitt Survey and also being in the west line of the John S. Smith Survey, Abstract No. 730 in Harris County, Texas;

THENCE South 02 degrees 37 minutes 44 seconds East, with the east line of said 23.6963 acre tract of land, with the west line of said 10.70836 acre tract of land, with the west line of a 1.31 acre tract of land (by deed) deeded to ABCO Land Corporation, as recorded in Clerk's File No. W409549 of the Official Public Records of Real Property of Harris County, Texas, with the east line of said Jesse Pruitt Survey, and with the west line of John S. Smith Survey, a distance of 1110.53 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner, from which a mag nail found in the north right-of-way line of F. M. Highway No. 2920, for the southeast corner of said 23.6963 acre tract of land and for the southwest corner of said 1.31 acre tract of land, bears, South 02 degrees 37 minutes 44 seconds East, a distance of 499.35 feet;

THENCE South 87 degrees 22 minutes 16 seconds West, a distance of 324.85 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 02 degrees 37 minutes 44 seconds East, a distance of 494.19 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the north right-of-way line of F. M. Highway No. 2920 and in the south line of said 23.6963 acre tract of land;

THENCE South 87 degrees 22 minutes 55 seconds West, with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.6963 acre tract of land, passing at a distance of 318.60 feet, a 1/2 inch iron rod found for the southwest corner of said 23.6963 acre tract of land and for the southeast corner of said 23.5935 acre tract of land, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.5935 acre tract of land, passing at a distance of 747.82 feet, a 5/8 inch iron rod found, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.5935 acre tract of land, passing at a distance of 962.53 feet, a 5/8 inch iron rod found for southwest corner of said 23.5935 acre tract of land and for the southeast corner of said 49.547 acre tract of land, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 49.547 acre tract of land, passing at a distance of 1896.23 feet, a 1 inch iron pipe found for the most southerly southwest corner of said 49.547 acre tract of land and for the southeast corner of said 3.1378 acre tract of land, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 3.1378 acre tract of land, in all, a distance of 2129.07 feet to the **POINT OF**

BEGINNING, and containing 96.942 acres of land, more or less;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

All distances and areas are surface.

10-23-2012 CORRECTED ACREAGE

Pursuant to the terms of such proposed ordinance, improvements constructed, erected, or placed on the property within such proposed Reinvestment Zone No. 4 will be eligible to receive tax abatement.

All persons desiring to address Council regarding the adoption of such proposed ordinance creating Reinvestment Zone No. 4 will be given an opportunity to be heard.

The City Council will, in addition, receive written comments if filed with the City Secretary prior to commencement of the public hearing. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 26th day of November 2012 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, CMC

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

Special City Council

Agenda Item

Meeting Date: December 10, 2012

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2012-52, an Ordinance Creating City of Tomball, Texas, Reinvestment Zone No. 4; an Approximately 96.942-Acre Tract of Land, Located Generally at the Northeast Corner of the Intersection of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herewith; and Providing for Severability (Baker Hughes)

Background:

Baker Hughes has requested that the City consider a Tax Abatement agreement related to the company's proposed development and expansion project. Before approving a Tax Abatement agreement, Council must designate a Reinvestment Zone for Tax Abatement--a geographic area in which abatement may be offered. A public hearing (previous agenda item) is required before passage of the designation ordinance.

As required, the notice of the public hearing was published in the Tomball-Magnolia Tribune and copies of the notice were delivered to all taxing authorities within whose jurisdiction the proposed zone would be located. At the time of posting, no other eligible jurisdiction has indicated intent to offer additional tax abatement within the zone.

Designation of the zone does not bind Council to approving any particular agreement.

STRATEGIC INITIATIVE: Support the growth and development of existing businesses.

Origination:

City Secretary

Recommendation:

Adopt Ordinance No. 2012-52 on First Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2012-52

City of Tomball Tax Abatement Policy

ORDINANCE NO. 2012-52

AN ORDINANCE CREATING CITY OF TOMBALL, TEXAS, REINVESTMENT ZONE NO. 4; AN APPROXIMATELY 96.942 ACRE TRACT OF LAND, LOCATED GENERALLY AT THE NORTHEAST CORNER OF THE INTERSECTION OF FM 2920 AND FM 2978, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, on April 16, 2012, the City Council passed and approved a “Tax Abatement Policy,” and

WHEREAS, pursuant to that Policy, the City Council has received an application for creation of a reinvestment zone; and

WHEREAS, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 4; and

WHEREAS, notice was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No. 4 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 4 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would benefit the property located therein and that will contribute to the economic development of the City of Tomball; 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 and are incorporated herein for all purposes.

Section 2. Reinvestment Zone No. 4 is hereby created for the purpose of encouraging economic development through tax abatement. A metes and bounds description of the property that comprises said Reinvestment Zone No. 4 is attached hereto as Exhibit "A" and incorporated herein as though it was set forth in its entirety in this Ordinance. Improvements and personal property constructed, erected, or placed within Reinvestment Zone No. 4 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. This designation shall be effective for a period of ten (10) years, commencing on the date of adoption hereof. The expiration of the designation shall not affect an existing tax abatement agreement made under the provisions of the Texas Tax Code.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE ____ DAY OF _____ 2012.

COUNCILMAN HUDGENS
COUNCILMAN STOLL
COUNCILMAN BROWN
COUNCILMAN TOWNSEND
COUNCILMAN DODSON

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE ____ DAY OF _____ 2012.

COUNCILMAN HUDGENS
COUNCILMAN STOLL
COUNCILMAN BROWN
COUNCILMAN TOWNSEND
COUNCILMAN DODSON

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

EXHIBIT "A"

PROPERTY DESCRIPTION

Being a 96.942 acre tract of land out of the Jesse Pruitt Survey, Abstract No. 629 in Harris County, Texas, said 96.942 acre tract of land being all of that 3.1378 acre tract of land (by deed) deeded to Mary McGill Criner Adickes, Trustee, as recorded in Clerk's File No. H271449 of the Official Public Records of Real Property of Harris County, Texas, said 96.942 acre tract of land being all of that 49.547 acre tract of land (by probate) conveyed to Ronald J. Collins, Donald Claude Childress, Roy A. Johlke, and Susan Lorraine Dietz Varsel, Individually and as Administrator of the Estate of Adell G. Dietz, also known as Adell G. Johlke Dietz, deceased, by Cause No. 407636 of the Probate Records of Harris County, Texas, said 96.942 acre tract of land being all of that 23.5935 acre tract of land (by deed) deeded to Cypressbook 2920, LP, as recorded in Document No. 20070522269 of the Official Public Records of Real Property of Harris County, Texas, said 96.942 acre tract of land being the remainder of a 23.6963 acre tract of land (by deed) deeded to ABCO Land Corporation as recorded in Document No. 200265255 of the Official Public Records of Real Property of Harris County, Texas, said 96.942 acre tract of land also being all of Lot 448, Lot 449, Lot 460, Lot 461, the remainder of Lot 447, the remainder of Lot 459, the remainder of Lot 462, the remainder of Lot 463, the remainder of Lot 464, the remainder of Lot 465, and the remainder of Lot 466 and the portion of the 30' wide unnamed roadway (0.610acre) located on the south side of said Lots 459, 460 and 461 and located on the north side of said Lots 463, 464, 465 and 466, all in Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said 96.942 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation (TxDOT) concrete monument found for the southwest corner of said 3.1378 acre tract of land and at the intersection of the east right-of-way line of F. M. Highway No. 2978, a/k/a Huffsmith – Kohrville Road (a variable width right-of-way) with the north right-of-way line of F. M. Highway No. 2920 (a 120 foot wide right-of-way), for the beginning of a non-tangent curve to the right, having a radius of 5669.65 feet, a central angle of 07 degrees 05 minutes 30 seconds, and whose chord bears North 06 degrees 03 minutes 35 seconds East, a distance of 701.29 feet;

THENCE, with said curve to the right, with the west line of said 3.1378 acre tract of land, and with the east right-of-way line of F. M. Highway No. 2978, passing at an arc length of 568.08 feet, a TxDOT concrete monument with brass disk found, continuing with said curve to the right, with the west line of said 3.1378 acre tract of land, and with the east right-of-way line of F. M. Highway No. 2978, in all, an arc length of 701.74 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the end of the curve;

THENCE North 09 degrees 36 minutes 44 seconds East, continuing with the west line of said 3.1378 acre tract of land and with the east right-of-way line of F. M. Highway No. 2978, at a distance of 59.49 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the northwest corner of said 3.1378 acre tract of land, said 5/8 inch iron rod with cap stamped "TERRA" also being in the north line of said Lot 463 and being in the south line of a 30 foot wide unnamed road as shown on said Tomball Townsite, continuing with said east right-of-way line of F. M. Highway No. 2978, at a distance of 90.18 feet passing a 5/8 inch iron rod with cap stamped "TERRA" being in the south line of Lot 459 and being in the north line of said 30 foot wide unnamed road as shown on said Tomball

Townsite, continuing with said east right-of-way line of F. M. Highway No. 2978 and with the west line of said 49.547 acre tract of land, in all a distance of 1328.43 feet to a broken Texas Department of Transportation (TxDOT) concrete monument found for the beginning of a curve to the left, having a radius of 3879.77 feet, a central angle of 06 degrees 48 minutes 43 seconds, and whose chord bears North 06 degrees 12 minutes 23 seconds East, a distance of 461.00 feet;

THENCE, continuing with the east right-of-way line of F. M. Highway No. 2978, with the west line of said 49.547 acre tract of land, and with said curve to the left, an arc length of 461.27 feet to a TxDOT concrete monument with brass disk found in the south right-of-way line of Dement Lane (a 30 foot wide right-of-way), said TxDOT concrete monument with brass disk also being the northwest corner of said 49.547 acre tract of land and being in the north line of said Lot 447;

THENCE North 87 degrees 01 minute 05 seconds East, with the south right-of-way line of Dement Lane, with the north line of said 49.547 acre tract of land, with the north line of said Lot 447, with the north line of said Lot 448, and with the north line of said Lot 449, a distance of 722.72 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for the northeast corner of said 49.547 acre tract of land and for the northeast corner of said Lot 449, said 5/8 inch iron rod with cap stamped "TERRA" also being the northwest corner of Lot 450, of said Tomball Townsite;

THENCE South 02 degrees 12 minutes 58 seconds East, with an easterly line of said 49.547 acre tract of land, with the east line of said Lot 449, and with the west line of said Lot 450, a distance of 849.59 feet to a 5/8 inch iron rod with cap stamped "TERRA" found for an exterior ell corner of said 49.547 acre tract of land and for the southeast corner of said Lot 449, said 5/8 inch iron rod with cap stamped "TERRA" being the southwest corner of said Lot 450 and being the southwest corner of a 1.681 acre tract of land (by deed) deeded to Jim K. Seber and Kelli A. Seber, as recorded in Document No. 20080008347 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "TERRA" also being in the north line of said 23.5935 acre tract of land;

THENCE North 87 degrees 15 minutes 43 seconds East, with the north line of said 23.5935 acre tract of land, with the south line of said 1.681 acre tract of land, and with the south line of said Lot 450, passing at a distance of 208.79 feet, a 1/2 inch iron rod found, continuing with the north line of said 23.5935 acre tract of land, with the south line of said 1.681 acre tract of land, with the south line of said Lot 450, with the south line of Lot 451, of said Tomball Townsite, and with the south line of Lot 452, of said Tomball Townsite, passing at a distance of 634.85 feet, a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the northeast corner of said 23.5935 acre tract of land and for the northwest corner of said 23.6963 acre tract of land, continuing with the north line of said 23.6963 acre tract of land, with the south line of said Lot 452, with the south line of Lot 453, of said Tomball Townsite, and with the south line of Lot 454, of said Tomball Townsite, in all, a distance of 1278.93 feet to a 5/8 inch iron rod found for the northeast corner of said 23.6963 acre tract of land and for the northwest corner of a 10.70836 acre tract of land (by deed) deeded to ABCO Land Corporation, as recorded in Clerk's File No. W000422 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod being the common south

corner of said Lot 454 and Lot 455, of said Tomball Townsite, said 5/8 inch iron rod being in the east line of said Jesse Pruitt Survey and also being in the west line of the John S. Smith Survey, Abstract No. 730 in Harris County, Texas;

THENCE South 02 degrees 37 minutes 44 seconds East, with the east line of said 23.6963 acre tract of land, with the west line of said 10.70836 acre tract of land, with the west line of a 1.31 acre tract of land (by deed) deeded to ABCO Land Corporation, as recorded in Clerk's File No. W409549 of the Official Public Records of Real Property of Harris County, Texas, with the east line of said Jesse Pruitt Survey, and with the west line of John S. Smith Survey, a distance of 1110.53 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner, from which a mag nail found in the north right-of-way line of F. M. Highway No. 2920, for the southeast corner of said 23.6963 acre tract of land and for the southwest corner of said 1.31 acre tract of land, bears, South 02 degrees 37 minutes 44 seconds East, a distance of 499.35 feet;

THENCE South 87 degrees 22 minutes 16 seconds West, a distance of 324.85 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 02 degrees 37 minutes 44 seconds East, a distance of 494.19 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the north right-of-way line of F. M. Highway No. 2920 and in the south line of said 23.6963 acre tract of land;

THENCE South 87 degrees 22 minutes 55 seconds West, with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.6963 acre tract of land, passing at a distance of 318.60 feet, a 1/2 inch iron rod found for the southwest corner of said 23.6963 acre tract of land and for the southeast corner of said 23.5935 acre tract of land, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.5935 acre tract of land, passing at a distance of 747.82 feet, a 5/8 inch iron rod found, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 23.5935 acre tract of land, passing at a distance of 962.53 feet, a 5/8 inch iron rod found for southwest corner of said 23.5935 acre tract of land and for the southeast corner of said 49.547 acre tract of land, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 49.547 acre tract of land, passing at a distance of 1896.23 feet, a 1 inch iron pipe found for the most southerly southwest corner of said 49.547 acre tract of land and for the southeast corner of said 3.1378 acre tract of land, continuing with the north right-of-way line of F. M. Highway No. 2920 and with the south line of said 3.1378 acre tract of land, in all, a distance of 2129.07 feet to the **POINT OF BEGINNING**, and containing 96.942 acres of land, more or less;

This property description is accompanied by a separate plat of even date.

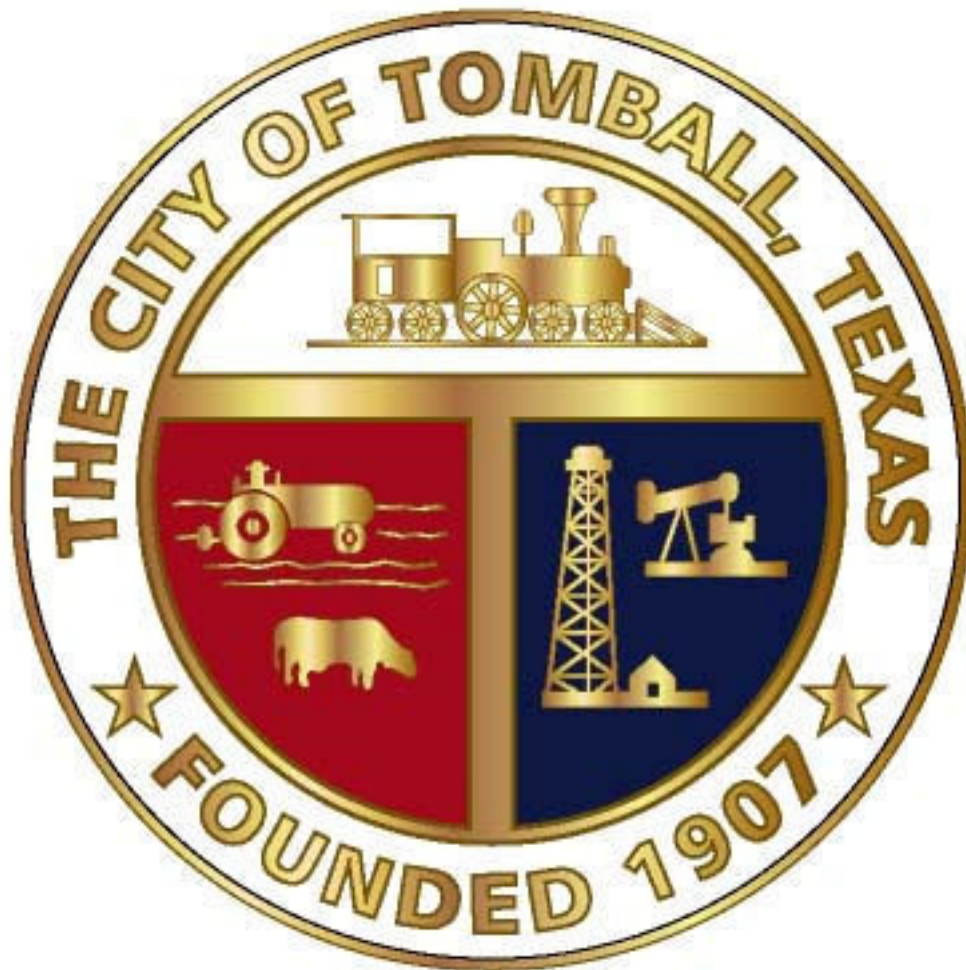
All bearings are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

All distances and areas are surface.

10-23-2012 CORRECTED ACREAGE

CITY OF TOMBALL

TAX ABATEMENT POLICY



TAX ABATEMENT GUIDELINES SUMMARY

TERMS	Up to 100% abatement for a period not to exceed 10 years. Each project is reviewed on a case-by-case basis. The amount of the abatement will be determined based on the merits of the project, including, but not limited to, location of the project, its size, total capital investment value, the number of temporary and permanent jobs created, the costs and benefits for the City, and the project's impact on Tomball's economy.
FACILITIES THAT QUALIFY	Corporate Headquarters Facility Manufacturing Facility Research Facility Regional Distribution Facility Regional Service Facility Regional Entertainment/Tourism Facility Other Basic Industry Facilities
AUTHORIZED INVESTMENTS	New Facilities Expansions Modernizations
ABATED	Buildings, structures, fixed machinery, equipment, personal property, site improvements, and related office space
ECONOMIC CRITERIA	New business: Minimum two million dollar (\$2,000,000) investment; create a minimum of twenty-five (25) jobs. Expansions: Minimum one million dollar (\$1,000,000) investment; must prevent the loss of payroll or retain, increase, or create payroll on a permanent basis in the City of Tomball.

CITY OF TOMBALL, TEXAS TAX ABATEMENT POLICY

SECTION 1: GENERAL PURPOSE AND OBJECTIVES

The City of Tomball is committed both to the promotion of high quality development within the City and to the improvement in the quality of life of its citizens. In order to meet these goals, the City will, on a case-by-case basis, give consideration to providing tax abatement within designated reinvestment zones as stimulation for economic development in the City. Texas Tax Code Chapter 311. The purpose of this tax abatement policy is to encourage the growth and establishment of industry and commercial enterprise in the City. Growth is measured by the capital investment in the City for buildings, machinery, and other capital goods that increases the Tomball workforce.

The City of Tomball will consider tax abatement for qualified business and property owners in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City is under any obligation to provide any incentive to any applicant. All applications shall be considered on a case-by-case basis.

All applications for tax abatement must be for commercial and/or industrial improvements. Tax abatement is available for both new facilities and for the expansion and modernization of existing facilities. No residential developments will be considered for tax abatement. Tax abatement will not be ordinarily considered for projects that would be developed without such incentives unless it is demonstrated that higher development standards or other community development goals will be achieved through the use of an abatement.

SECTION 2: DEFINITIONS

- (a) **Abatement** means the full or partial exemption from ad valorem taxes of certain new improvements of real and/or personal property in a reinvestment zone designated for economic development purposes.
- (b) **Agreement** means a contractual agreement between the City of Tomball and a property owner and/or lessee for the purpose of tax abatement.
- (c) **Base Year Value** means the assessed value of eligible property on January 1 preceding the execution of the Agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the Agreement.
- (d) **Corporate Headquarters Facility** means the facility or portion of a facility where corporate staff employees are physically employed and where the majority of the company's financial, personnel, legal, planning or other headquarters related functions are handled either on a national, regional or division basis.
- (e) **Deferred Maintenance** means improvements necessary for continued operations, which do not improve productivity or alter the process technology.
- (f) **Economic life** means the number of years a property improvement is expected to be in service in a facility. Provided, however, that in no circumstance shall the number of years exceed the depreciation allowance specified in the United States Internal Revenue Code.
- (g) **Effective Date of Abatement** means the first (1st) day of January immediately following the date the Agreement is approved by the City Council of Tomball.
- (h) **Eligible Jurisdiction** means the City of Tomball, Harris County and any school district or college district which levies ad valorem taxes upon, and provides services to, property located within the proposed or existing reinvestment zone.
- (i) **Expansion** means the addition of buildings, structures, fixed machinery, equipment, and personal property for the purpose of increasing production capacity.
- (j) **Facility** means property improvements completed or in the process of construction which together comprise an integral whole.
- (k) **Manufacturing Facility** means buildings, structures, fixed machinery, equipment and personal property, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

- (l) **Modernization** means the upgrading of existing facilities, which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation; modernization may result from the construction, alternation, or installation of buildings, structures, fixed machinery, equipment and personal property. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (m) **New Facility** means a property, previously undeveloped, that is placed into service by means other than or in conjunction with expansion or modernization.
- (n) **New Machinery and Equipment** means tangible machinery, equipment, or personal property that is securely placed or fastened and stationary within a building or structure or permanently resides in the City of Tomball.
- (o) **Other Basic Industry Facility** means buildings and structures including fixed machinery, equipment, and personal property not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside the City of Tomball and result in the creation of new permanent jobs and bring new wealth in to the City.
- (p) **Real Property:** The land on which a facility is placed.
- (q) **Regional Distribution Facility** means buildings and structures including fixed machinery, equipment, and personal property used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility, from which a majority of revenues generated by the activity at the facility are derived from outside the City of Tomball.
- (r) **Regional Entertainment/Tourism Facility** means buildings and structures, including fixed machinery, equipment, and personal property used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by activity at the facility are derived from outside the City of Tomball.
- (s) **Regional Service Facility** means buildings and structures, including fixed machinery, equipment, and personal property used or to be used to provide a service, from which a majority of revenues generated by activity at the facility are derived from outside the City of Tomball.
- (t) **Research Facility** means buildings and structures, including fixed machinery, equipment, and personal property used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

SECTION 3: GUIDELINES AND CRITERIA

Minimum Standards for Tax Abatement

- (a) The project shall not have any negative environmental impacts on the community (e.g., significant pollution or hazardous waste).
- (b) The project should stimulate local employment and/or commercial activity and benefit existing business and not compete with existing businesses to the extent of being a detriment to the local economy as a whole.
- (c) **New Facilities:** The project will establish and maintain at least twenty-five (25) jobs in the City of Tomball and have a minimum capital investment of two million (\$2,000,000). *(The acquisition cost of the real property is not included in the project investment).*
- (d) **Expansion/Modernization:** The project must prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the City of Tomball and have a minimum capital investment of one million (\$1,000,000). *(The acquisition cost of the real property is not included in the project investment).*
- (e) The City of Tomball may consider tax abatement for an investment less than the minimum amount required based upon City evaluation of economic development factors, including but not limited to:
 - (a) the location of taxable inventory on the property;
 - (b) the amount of sales tax that the project will generate for the City.
- (f) Tax abatement may only be granted for the additional tax value resulting from any of the following:
 - (a) construction of a new facility of any type as herein defined;
 - (b) expansion of existing facilities of any type as herein defined; or
 - (c) modernization of existing facilities of any type as herein defined.
- (g) The project should have high visibility and image impact, or be a significantly higher level of development quality.
- (h) The project will serve as a catalyst or magnet to attract or retain other high quality industrial/business development.
- (i) The project will not solely and primarily have the effect of transferring employment from one part of the city to another.
- (j) The development must conform to the City's zoning ordinance.
- (k) The costs of city services required for the development should not exceed the amount of taxes generated if abatement is provided.

SECTION 4: ABATEMENT AUTHORIZED

- (a) **Authorized Tax Abatement Categories.** A facility may be eligible for tax abatement if it is a:

Corporate Headquarters Facility
Manufacturing Facility
Research Facility
Regional Distribution Facility
Regional Service Facility
Regional Entertainment/Tourism Facility, or
Other Basic Industry Facility

- (b) **Authorized Date:** A facility shall be eligible for tax abatement if it has applied for such abatement prior to the commencement of construction.

- (c) **Creation of New Value:** Abatement may only be granted for the additional value of eligible property improvement made subsequent to and in an abatement agreement between the City of Tomball and the property owner and/or lessee, subject to such limitations as the City Council may require.

- (d) **Eligible Property:** Abatement may be extended to the value of buildings, structures, fixed machinery, equipment, personal property, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility. The value of all property shall be the appraised value for each year, as finally determined by the applicable appraisal district.

- (e) **Ineligible Property:** The following types of property shall be generally be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings; and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; property to be rented or leased except as provided below; improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; property which has an economic life of less than fifteen (15) years; property owned or used by the State of Texas or its political subdivision or by any organization owned, operated or directed by a political subdivision of the State of Texas, or any property exempted by local, state or federal law; and property owned or leased by a member of city council or a member of a zoning or planning commission of the City.

- (f) **Leased Facilities:** If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

- (g) **Value and Term of Abatement:** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement. The value of the abatement will be determined based on the merits of the project, including, but not limited to, total capital investment value and added employment. Up to one hundred percent of the value of new eligible properties may be abated for a total term of abatement not to exceed ten years. However, a project must provide an extraordinary economic benefit to the City to be considered for one hundred percent abatement.

If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit (s).

- (h) **Taxability:** From the execution of the abatement to the end of the agreement, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section 4(e) shall be fully taxable;
- (2) The base year value of existing eligible property as determined each year shall be fully taxable; and,
- (3) The additional value of new eligible property shall be taxable at the end of any abatement period.

SECTION 5: APPLICATION

- (a) Any present or potential owner of taxable property in the City of Tomball may request the creation of a reinvestment zone or tax abatement by filing a written application with the City Secretary of the City of Tomball.
- (b) The application shall consist of a completed application form accompanied by: a general description of the project/new improvements to be undertaken; a descriptive list of the improvements for which an abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a list of the estimated value of inventory and the location where the inventory will be stored; the projected employment number at the proposed facility and the estimated average salary; the estimated amount of annual sales subject to State Sales & Use Tax; a map and property description; and a time schedule for undertaking and completing the proposed improvements. The applicant shall also include information pertaining to the reasons the abatement is necessary in order to have the project undertaken in the City of Tomball. In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as the Tomball City Council deems appropriate for evaluating the financial capacity and other factors of the applicant.
- (c) The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or, authorized under law to be employed in that manner in the United States). The applicant must agree that if it is convicted of a violation under 8 U.S.C. Section 1324a(f) after receiving a tax abatement, applicant shall repay the amount of the tax abatement with interest, at the rate of 12% per annum, within 120 days after the City notifies the applicant of the violation. The City shall have the authority to bring a civil action to recover any amounts which the applicant must repay the City under this provision, and in such action may recover court costs and reasonable attorneys fees.
- (d) The City of Tomball may request additional information as deemed appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed improvements with these guidelines and criteria.
- (e) Upon receipt of a completed application, the Mayor of the City of Tomball shall notify in writing the presiding officer of the governing body of each eligible jurisdiction.
- (f) After receipt of a completed application, the City Council through its City Manager shall determine whether the application qualifies for abatement under the terms of these guidelines and criteria.

- (g)** The City Manager shall prepare a fiscal impact analysis setting out the impact of the proposed reinvestment zone and tax abatement. The impact analysis study shall include, but not be limited to, an estimate of the economic effect of the creation of the zone and the abatement of taxes and the benefit to the City of Tomball and the property to be included in the zone. The cost of city services to the development should not exceed the amount of taxes generated by the development.
- (h)** The City Council shall not establish a reinvestment zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed new facility, expansion, or modernization. An applicant is ineligible for abatement if a decision to commence a new facility, expansion or modernization in the City of Tomball has been formally announced on or before the date of adoption of these guidelines.

SECTION 6: PUBLIC HEARING AND APPROVAL

- (a)** The City Council may not adopt an ordinance designating a reinvestment zone until it has held a public hearing at which interested persons are entitled to speak and present evidence for or against the designation. TEXAS TAX CODE § 312.201. Notice of the hearing must be published at least 7 days before the hearing in a newspaper of general circulation in the City. Id. The presiding officers of eligible jurisdictions shall be notified in writing at least 7 days prior to the hearing. Id.
- (b)** Prior to entering into an tax abatement agreement, the City Council may, at its option, hold a public hearing at which interested persons shall be entitled to speak and present written materials for or against the approval of the agreement.
- (c)** In order to enter into a tax abatement agreement, the City Council must find that the terms of the proposed agreement meet these GUIDELINES AND CRITERIA and that:

 - (1)** There will be no substantial adverse affect on the provision of the City of Tomball's services or tax base; and
 - (2)** The planned use of the property will not constitute a hazard to public safety, health or morals.

SECTION 7: AGREEMENT

- (a) After approval of a tax abatement application within a designated reinvestment zone, the Tomball City Council shall formally pass a resolution and execute an agreement with the owner of the facility and lessee as required, which shall include:
- (1) Estimated value to be abated and the base year value;
 - (2) Percent of value to be abated each year;
 - (3) The commencement date and the termination date of abatement;
 - (4) The proposed use of the facility, nature of construction, time schedule for completion of the project, map, property description and improvement list;
 - (5) The contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment, or other provisions that may be required for uniformity or compliance with state law;
 - (6) Amount of investment, increase in assessed value and average number of jobs involved; and
 - (7) A requirement that the applicant annually submit to the City, a January employee count for the abated facility which corresponds to employment counts reported in the facility's Employer's Quarterly Report to the Texas Workforce Commission, and a separate notarized letter certifying the number of jobs created or retained as a direct result of the abated improvements and the number of employees in other facilities located within the City of Tomball. Submission shall be used to determine abatement eligibility for that year and shall be subject to audit if requested by the governing body. Failure to submit may result in the ineligibility to receive an abatement for that year and the termination of the tax abatement agreement and subject any abated taxes to recapture pursuant to Section 8 hereof.

Such agreement shall normally be executed within 60 days after the applicant has forwarded all necessary information and documentation to the Tomball City Council.

- (b) The City Council may impose any other conditions in a tax abatement agreement that the City Council deems necessary to promote the purposes of these guidelines.

SECTION 8: RECAPTURE

- (a)** In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of one (1) year during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the City of Tomball within sixty (60) days from the date of termination.
- (b)** Should the City Council determine that the company or individual is in default according to the terms and conditions of its agreement, the City of Tomball shall notify the company or individual in writing at the address stated in the agreement, and if such is not cured within sixty (60) days from the date of such notice (the Cure Period), then the agreement may be terminated.
- (c)** In the event that the company or individual allows its ad valorem taxes owed the City of Tomball to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, then the City may terminate the agreement and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

SECTION 9: ADMINISTRATION

- (a)** Each year, the company or individual receiving abatement shall furnish the Chief Appraiser and the City's Tax Assessor with such information as may be necessary for the abatement.
- (b)** The agreement shall stipulate that employees and/or designated representatives of the City of Tomball will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c)** Upon completion of construction, the jurisdiction which created the zone shall annually evaluate each facility receiving abatement to ensure compliance with the agreement and report possible violations of the agreement to the City of Tomball and its attorney.
- (d)** All documents related to tax abatements, including the annual certifications, will be kept on file with the City Secretary.

SECTION 10: ASSIGNMENT

An abatement may be assigned by the holder to a new owner or lessee of the same facility with the written consent of the Tomball City Council, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee are indebted to the City of Tomball for ad valorem taxes or other obligations.

SECTION 11: CONFIDENTIALITY OF PROPRIETARY INFORMATION

Subject to the provisions and limitations of Chapter 552 of the Texas Government Code, information that is provided to the City of Tomball in connection with an application or request for the creation of a reinvestment zone for the purposes of tax abatement in accordance with the above criteria and guidelines and which describes the specific process or business activities to be conducted or equipment or other property to be located on the property for which the tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. Texas Tax Code § 312.003. The information in the custody of the City of Tomball after the agreement is executed will be treated as confidential to the extent allowed by law.

SECTION 12: SUNSET PROVISION

These GUIDELINES AND CRITERIA are effective upon the date of their adoption and will remain in force for two (2) years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by the Tomball City Council to determine whether the goals have been achieved. Based on that review, the GUIDELINES AND CRITERIA will be modified, renewed or eliminated.