

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



MONDAY, MARCH 6, 2017

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, March 6, 2017 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor James Clark, First Baptist Church

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School or Tomball Memorial High School Student Councils

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Presentations:

- New Baby Proclamation – Jason and Hollyann Apel, Parents of Jackson Scott Apel

6.0 Reports and Announcements

- March 11, 2017 – **2nd Saturday at the Depot**
- April 8, 2017 – **7th Annual 5K Bunny Run and 1 Mile Kids Walk**
- April 8, 2017 – **2nd Saturday at the Depot**
- April 17-22, 2017 – **Annual Spring Clean-Up and Chipping Week**
- April 22, 2017 – **Tomball Consolidated Recycling Day** at Lone Star College-Tomball Campus, 30555 Tomball Parkway, South Entrance – 10:00 a.m.-2:00 p.m.
- April 22, 2017 – **Tomball Rotary Club Annual Fish Fry** at the Depot, 4:00 p.m.-8:00 p.m.
- April 29, 2017 – **Tomball Lions Club Car Show** at Lone Star College, 10:00 a.m.-2:00 p.m.
- May 6-7, 2017 – ***Rails & Tails Mudbug Festival***
- May 27, 2017 – ***Tomball Honky Tonk Music Festival and Chili Challenge***
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Randy Parr – Report on the success of the ***Shattered Lives*** Event at **Tomball Memorial High School**

7.0 Approve the Minutes of the February 20, 2017 Regular Tomball City Council Meeting

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2017-02, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Grevis Properties, to Operate a “Mobile Food Court” at 403 East Main Street; Said Property Being Approximately 0.28 Acres, and Being Legally Described as Lot 24 Block 80 Tomball Townsite Lot 24 Replat, Harris County, Texas, Generally Located at the Southeast Corner of East Main Street and Chestnut Street; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability.
- 8.2 Adopt, on Second Reading, Ordinance No. 2017-03, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Ryan Bailey, on Behalf of Adapt Programs, LLC, to Operate an “Institution for Alcoholic, Narcotic or Psychiatric Patients” at 13628 Michel Road; Said Property Being Approximately 1.00 Acre, and Being Legally Described as Reserve B Block 1 Falcon, Tomball, Harris County, Texas, Generally Located on the South Side of Michel Road, Between Johnson Road and SH 249; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability.

9.0 New Business:

9.1 Conduct First Public Hearing to Consider the Annexation of the Following Tract of Land: **(Tract 1: 65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T.A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas):**

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East – 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West – 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East – 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 69.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East – 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing

South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East - 39.11 feet to a 5/8- inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East - 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East - 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East - 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West - 791 .84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West - 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

9.2 Approve Resolution No. 2017-06, Canceling the Regular City Officer's Election Scheduled to be held on the 6th Day of May, 2017, in Accordance with Section 2.053(a) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election

Aprobar la Resolución Nro. 2017-06 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 6 de mayo de 2017 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2017-06, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 6 tháng Năm, 2017, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyền Cử Texas; Chỉ thị việc đưa ra Thông Báo về

Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.
通過決議案2017-06, 取消一般市府官員應於2017年5月6日的選舉計畫, 其是根據德克薩斯州選舉法2.053(a)節; 茲此通知該選舉取消; 以及提供關於取消該選舉的詳情。

- 9.3 Adopt, on First Reading, Ordinance No. 2017-04, an Ordinance Altering the *Prima Facie* Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, or Parts Thereof, within the Corporate Limits of The City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of this Ordinance
- 9.4 Approve Request by Tomball United Methodist Church for City Support and In-Kind Services to Host a Free Community Easter Egg Hunt at the Tomball Depot, to be Held on Saturday, April 15, 2017
- 9.5 Approve Request by Tomball Rotary Club for City Support and In-Kind Services for Their Annual Fish Fry at the Tomball Depot, to be Held on Saturday, April 22, 2017
- 9.6 Presentation by HMW Special Utility District, Requesting Consideration by Council to Authorize City Staff and HMW Staff to Prepare an Agreement Allowing for the Creation of a Water Interconnect and Sale of Wholesale Water to the Red Oak Terrace and McKinney Place Subdivisions
- 9.7 Consideration and possible action to approve, as a project of the Corporation, an agreement with Epic International, LLC to make direct incentives to, or expenditures for, the relocation of its corporate headquarters facility to 21227 Hufsmith-Kohrville Road, Bldg.C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$37,500.00.
- 9.8 Approve RFQ No. 2017-05 for the City of Tomball Utility Rate Study and Authorization to Execute a contract for Services to Willdan Financial Services, in the Amount of \$55,000.00
- 9.9 Approve the Execution of an Engineering Contract with Goodwin Lasister Strong for the Design of the Sanitary Sewer Extension along Rudolph Road, in an Amount Not to Exceed \$43,700.00
- 9.10 Approve the Execution of an Engineering Contract with Gunda Corporation for the Design of New Sidewalks along Quinn Road and Holderrieth Boulevard, in the Amount of \$114,297.00
- 9.11 Accept a 0.0442-Acre Tract (1,924 Sq. Ft.) of Land (Parcel 532), via Special Warranty Deed from Mariah Group, Ltd., for Right-of-Way Needed for Extension of the Tomball Tollway
- 9.12 Accept a 0.0058-Acre Tract (253 Sq. Ft.) of Land (Parcel 540), via Special Warranty Deed from Brown Road Timber Resources, LLC, for Right-of-Way Needed for Extension of the Tomball Tollway
- 10.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 2nd day of March 2017 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

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

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 6, 2017

Topic:

- Led by Pastor James Clark, First Baptist Church

Background:

Origination:

Recommendation:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 6, 2017

Topic:

- Led by Members of the Tomball High School or Tomball Memorial High School Student Councils

Background:

Origination:

Recommendation:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 6, 2017

Topic:

- New Baby Proclamation – Jason and Hollyann Apel, Parents of Jackson Scott Apel

Background:

Origination:

Recommendation:

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

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

Regular City Council Agenda Item Data Sheet

Meeting Date: March 6, 2017

Topic:

- March 11, 2017 – **2nd Saturday at the Depot**
- April 8, 2017 – **7th Annual 5K Bunny Run and 1 Mile Kids Walk**
- April 8, 2017 – **2nd Saturday at the Depot**
- April 17-22, 2017 – Annual **Spring Clean-Up and Chipping Week**
- April 22, 2017 – **Tomball Consolidated Recycling Day** at Lone Star College-Tomball Campus, 30555 Tomball Parkway, South Entrance – 10:00 a.m.-2:00 p.m.
- April 22, 2017 – **Tomball Rotary Club Annual Fish Fry** at the Depot, 4:00 p.m.-8:00 p.m.
- April 29, 2017 – **Tomball Lions Club Car Show** at Lone Star College, 10:00 a.m.-2:00 p.m.
- May 6-7, 2017 – **Rails & Tails Mudbug Festival**
- May 27, 2017 – **Tomball Honky Tonk Music Festival and Chili Challenge**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Randy Parr – Report on the success of the *Shattered Lives* Event at **Tomball Memorial High School**

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

7th Annual 5K Bunny Run and 1 Mile Kids Walk

BUNNY RUN

TOMBALL, TEXAS



HOP
TO IT,
Y'ALL!

Saturday, April 8th

- 5K run and 1-mile walk throughout downtown
- Run starts at 8 a.m. at the historic downtown Depot, 201 South Elm Street
- Best blinged bunny ears and tutu contest
- Mascot Depot Dash
- Vendors, snacks and more
- Register NOW at Racesonline.com

THIS INFORMATION IS BEING
DISTRIBUTED ASA
COMMUNITY SERVICE AND
TOMBALL ISD IS NOT A
SPONSORING ORGANIZATION

Call 281-351-5484 for info

2017

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 6, 2017

Topic:
Approve the Minutes of the February 20, 2017 Regular Tomball City Council Meeting

Background:

Origination:

Recommendation:

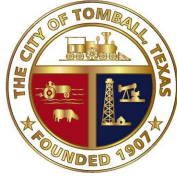
Party(ies) responsible for placing this item on agenda:

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

ATTACHMENTS:

Draft Minutes of the February 20, 2017 Regular City Council Meeting

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



MONDAY, FEBRUARY 20, 2017

6:00 P.M.

1.0 Call to Order

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

Councilman Hudgens
Councilman Stoll
Councilman Townsend
Councilman Klein Quinn

Members absent:

Councilman Degges - Excused

Others present:

City Manager – George Shackelford
Assistant City Manager – Robert Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Police Chief – Billy Tidwell
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Public Works – David Esquivel
Director of Community Development – Craig Meyers
Assistant City Planner – Amelia Lindley

2.0 The invocation was led by Pastor Bryan Donahoo, Graceview Baptist Church.

3.0 Pledges to U. S. and Texas were led by Corey Brennan and Dylan Morgan, Members of the Tomball High School Student Council.

4.0 The following public comments were received:

Dylan Morgan and Corey Brennan THS Student Council 77375	-	Extended invitation to Council and meeting attendees to join Tomball ISD in a Food Drive, beginning February 17, 2017 to fill local food banks for summertime.
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5.0 Reports and Announcements:

- February 28, 2017 – ***Trailride Reception*** – 12 Noon at the Depot
- Tomball Police Department Annual Data Capture Report (SB 1074)
- March 1 and 2, 2017 – ***Shattered Lives Event – Tomball Memorial High School***
- March 11, 2017 – ***2nd Saturday at the Depot***
- April 8, 2017 – ***7th Annual 5K Bunny Run and 1 Mile Kids Walk***
- April 8, 2017 – ***2nd Saturday at the Depot***
- May 6-7, 2017 – ***Rails & Tails Mudbug Festival***
- May 27, 2017 – ***Tomball Honky Tonk Music Festival and Chili Challenge***
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending December 31, 2016. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values, yield information, and weighted average maturities. On December 31, 2016, the City had total cash and cash equivalents in the amount of \$69,660,639. A copy of the report was provided for review.

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the minutes of the February 6, 2017 Regular Council Meeting.

Motion carried unanimously.

7.0 New Business:

Mayor Fagan recused herself from discussion and action regarding Item 7.1, having filed an Affidavit of Conflict of Interest with the City Secretary. Motion was made by Councilman Townsend, second by Councilman Stoll, to nominate Councilman Hudgens as temporary Mayor Pro Tem.

Motion carried unanimously.

Mayor Pro Tem Hudgens proceeded with the meeting.

- 7.1 Consideration to approve Zoning Case P17-0001: Request by GREVIS Properties for a Conditional Use Permit to operate a Mobile Food Court at 403 East Main Street. The property is approximately 0.28 acres, legally described as Lot 24, Block

80 Tomball Townsite Lot 24 Replat, generally located at the southeast corner of East Main Street and Chestnut Street and is zoned Old Town & Mixed Use.

- Mayor Pro Tem Hudgens opened the Public Hearing on **ZONING CASE P17-0001** at 6:15 p.m.

Receiving no public comments, Mayor Pro Tem Hudgens closed the Public Hearing at 6:16 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2017-02 by caption only on first reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2017-02, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Grevis Properties, to Operate a “Mobile Food Court” at 403 East Main Street; Said Property Being Approximately 0.28 Acres, and Being Legally Described as Lot 24 Block 80 Tomball Townsite Lot 24 Replat, Harris County, Texas, Generally Located at the Southeast Corner of East Main Street and Chestnut Street; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Absent</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

Mayor Fagan returned to the dais and the following items were considered:

- 7.2 Consideration to approve Zoning Case P16-0189: Request by Ryan Bailey, on behalf of ADAPT Programs, LLC, for a Conditional Use Permit to operate an Institution for alcoholic, narcotic or psychiatric patients at 13628 Michel Road. The property is approximately 1 acre, legally described as Reserve B, Block 1 Falcon Subdivision, generally located on the south side of Michel Road, between Johnson Road and SH 249 and is zoned Commercial.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P16-0189** at 6:25 p.m.; the following public comments were received:

Ata Ahmad - Did not wish to speak but requested
Michel Road, 77375 that his opposition to the proposed
CUP be read into the record.

Receiving no additional public comments, Mayor Fagan closed the Public Hearing at 6:26 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2016-28 by caption only on first reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2017-03, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 70 Acres of Land, Legally Described as a 70.3604 Acre Tract of Land Situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; Being a Portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a Plat Filed for Record under Film Code Number 440128 of the Harris County Map Records, Being the Remainder of a Called 78.4754 Acre Tract Conveyed to BCDE, Ltd. by Special Warranty Deed with Vendor's Lien Dated December 30, 2002 and Filed for Record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and Being All of a Called 4.882 Acres Conveyed to Eibsen & Associates, Inc. by Warranty Deed Dated March 31, 2014 and Filed for Record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property, within the City of Tomball, Harris County, Texas, from the Single-Family 9 District to the Single-Family 6 District; Said Property Being Generally Located on the East Side of Hufsmith-Kohrville Road, North Spell Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters.

Motion to AMEND was made by Councilman Townsend to adopt, on First Reading, Ordinance No. 2017-03, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 70 Acres of Land, Legally Described as a 70.3604 Acre Tract of Land Situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; Being a Portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a Plat Filed for Record under Film Code Number 440128 of the Harris County Map Records, Being the

Remainder of a Called 78.4754 Acre Tract Conveyed to BCDE, Ltd. by Special Warranty Deed with Vendor's Lien Dated December 30, 2002 and Filed for Record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and Being All of a Called 4.882 Acres Conveyed to Eibsen & Associates, Inc. by Warranty Deed Dated March 31, 2014 and Filed for Record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property, within the City of Tomball, Harris County, Texas, from the Single-Family 9 District to the Single-Family 6 District; Said Property Being Generally Located on the East Side of Hufsmith-Kohrville Road, North Spell Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters, with a requirement that flood lighting be added to the building. No second was received.

Vote on the original motion was as follows:

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

Motion carried, 3 votes Aye, 1 vote Nay.

- 7.3 Motion was made by Councilman Hudgens, second by Councilman Stoll, to approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 2001-30026, styled City of Tomball, et al vs. J. W. Whitt, et al, said Property being described as: Lot No. 35, Block No. 76, Tomball, Located in Harris County Texas and Being More Particularly Described in Volume 367, Page 513 of the Deed Records of Harris County, Texas, HCAD Acct No. 035-274-076-0035, to Christie Craig and Steven Craig, in the Amount of \$5,100.00; Located at 0 Carrell Street, Tomball

Motion carried unanimously.

- 7.4 Motion was made by Councilman Townsend, second by Councilman Stoll, to partially accept bids received for Project No. 2017- 06, and approve the purchase of one (1) cargo van from Grapevine Chrysler Jeep Dodge in the amount of \$23,901.00, to reject the purchase of a ¾-ton crew cab truck from Grapevine Chrysler Jeep Dodge, and to award the purchase of one (1) full-size SUV, one (1) Ford Police Interceptor, and one (1) ¾-ton crew cab truck, in the amount of \$94,308.00, through a Buyboard Contract to Caldwell Country.

Motion carried unanimously.

- 7.5 Motion was made by Councilman Townsend, second by Councilman Stoll, to award an Engineering Contract for Medical Complex Segment 4B and South Persimmon Street to Gunda Corporation LLC in the Amount of \$3,349,467.00

Motion carried unanimously.

- 7.6 Motion was made by Councilman Townsend, second by Councilman Stoll, to reject the bid received for Project No. 2017-09, Facility Maintenance: City Hall & IT/Marketing Annex.

Motion carried unanimously.

- 7.7 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Resolution No. 2017-05, a Resolution of the City of Tomball, Texas, Adopting the City of Tomball's Investment Policy, as Set Out in City of Tomball Administrative Policy No. 13, Entitled "*Investment Policy*", with the amendments recommended by City Staff.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 6th day of March 2017.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Adopt, on Second Reading, Ordinance No. 2017-02, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Grevis Properties, to Operate a “Mobile Food Court” at 403 East Main Street; Said Property Being Approximately 0.28 Acres, and Being Legally Described as Lot 24 Block 80 Tomball Townsite Lot 24 Replat, Harris County, Texas, Generally Located at the Southeast Corner of East Main Street and Chestnut Street; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability.

Background:

On Monday, February 13, 2017 after conducting a public hearing, the Planning and Zoning Commission unanimously voted to recommend approval of Zoning Case P17-0001.

Origination:

GREVIS Properties, LLC

Recommendation:

Approval

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

Craig T. Meyers, Community Development Director

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

ATTACHMENTS:

Ordinance No. 2017-02

P17-0001 Staff Report

Notice of Public Hearing

Property Owner Notification

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO GREVIS PROPERTIES, TO OPERATE A “MOBILE FOOD COURT” AT 403 EAST MAIN STREET; SAID PROPERTY BEING APPROXIMATELY 0.28 ACRES, AND BEING LEGALLY DESCRIBED AS LOT 24 BLOCK 80 TOMBALL TOWNSITE LOT 24 REPLAT, HARRIS COUNTY, TEXAS, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF EAST MAIN STREET AND CHESTNUT STREET; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, GREVIS Properties has requested a CUP to operate a “Mobile Food Court” on approximately 0.28 acres of land, legally described as Lot 24 Block 80 Tomball Townsite Lot 24 Replat, Harris County, Texas, generally located at the southeast corner of Main Street and Chestnut Street, in the City of Tomball, Harris County, Texas, (the "Property"); and

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

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

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

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

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

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

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

Section 2. A CUP to operate a “Mobile Food Court” at the Property and subject to the terms and conditions set forth below is hereby granted to GREVIS Properties.

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

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

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF FEBRUARY 2017.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN QUINN	<u>AYE</u>

SECOND READING:

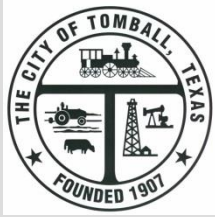
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE
CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF MARCH 2017.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: February 13, 2017

City Council Public Hearing Date: February 20, 2017

Rezoning Case: P17-0001

Property Owner(s): GREVIS Properties, LLC

Applicant(s): GREVIS Properties, LLC

Legal Description: Lot 24 Block 80 Tomball Townsite Lot 24 Replat

Location: Southeast corner of East Main Street and Chestnut Street (Exhibit "A")

Area: 0.3 acres

Comp Plan Designation: Mixed Use (Exhibit "B")

Present Zoning and Use: Old Town and Mixed Use (Exhibit "C") / Undeveloped property with vacant structure (Exhibit "D")

Proposed Use(s): 403 Eats

Request: CUP to allow the operation of a *Mobile Food Court*

Adjacent Zoning & Land Uses:

- North:** Old Town and Mixed Use / Chakra Haven and GB General Contractors
- South:** Old Town and Mixed Use / Alley and undeveloped property and single-family residence
- West:** Old Town and Mixed Use / Car Clinic
- East:** Old Town and Mixed Use / Vacant lease space

BACKGROUND

In December 2016, City Staff met with the applicant to discuss the proposed operation of a mobile food court at 403 East Main Street. City Staff explained to the applicant that a text amendment to allow *Mobile food courts* would be effective in January 2017, allowing for a Conditional Use Permit (CUP) to be considered by the Planning & Zoning Commission and City Council. On January 3, 2017 City Council voted to approve the text amendment.

ANALYSIS

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

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

The Comprehensive Plan identifies the subject site as Mixed Use which includes a mix of office and retail/commercial. It is the goal of the Comprehensive Plan that this area be an assortment of different land uses. This specific area, and the City as a whole, does not have this type of land use or anything similar.

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

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

According to Section 50-79 (Old Town and Mixed Use District), the zoning district encourages diverse and unique land uses. The proposed use is consistent with the intent of the Old Town and Mixed Use Zoning District.

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

Should the CUP application be approved by City Council, the applicant will be required to submit site and building plan applications and supporting documents to the City for review and approval. Specific details of site modifications will be shown at the time of plan review. It appears the proposed use will meet all supplemental standards (see Figure “F”).

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

The proposed use appears to be compatible with the adjacent developments. There is a blend of many different land uses in the immediate area including auto repair shops, construction companies, an insurance agency, and general retail shops.

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

Staff does not anticipate any adverse effects on surrounding properties.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on January 19, 2017. A sign was placed on the property on January 27, 2017 and Notice of Public

Hearing was published in the paper on February 1, 2017. One public comment form in opposition has been received as of the date of this report.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P17-0001.

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

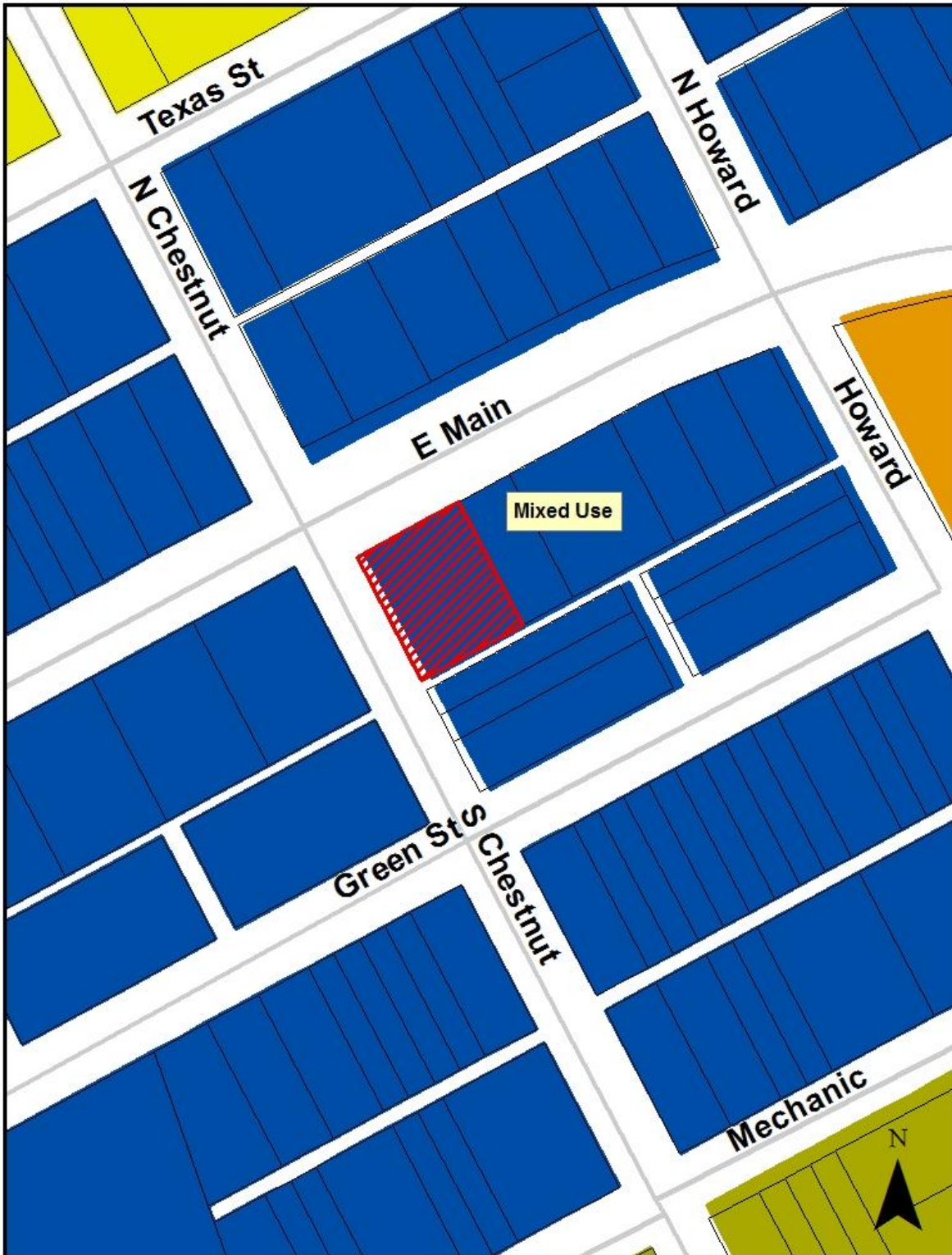


Exhibit "C"
Zoning Map

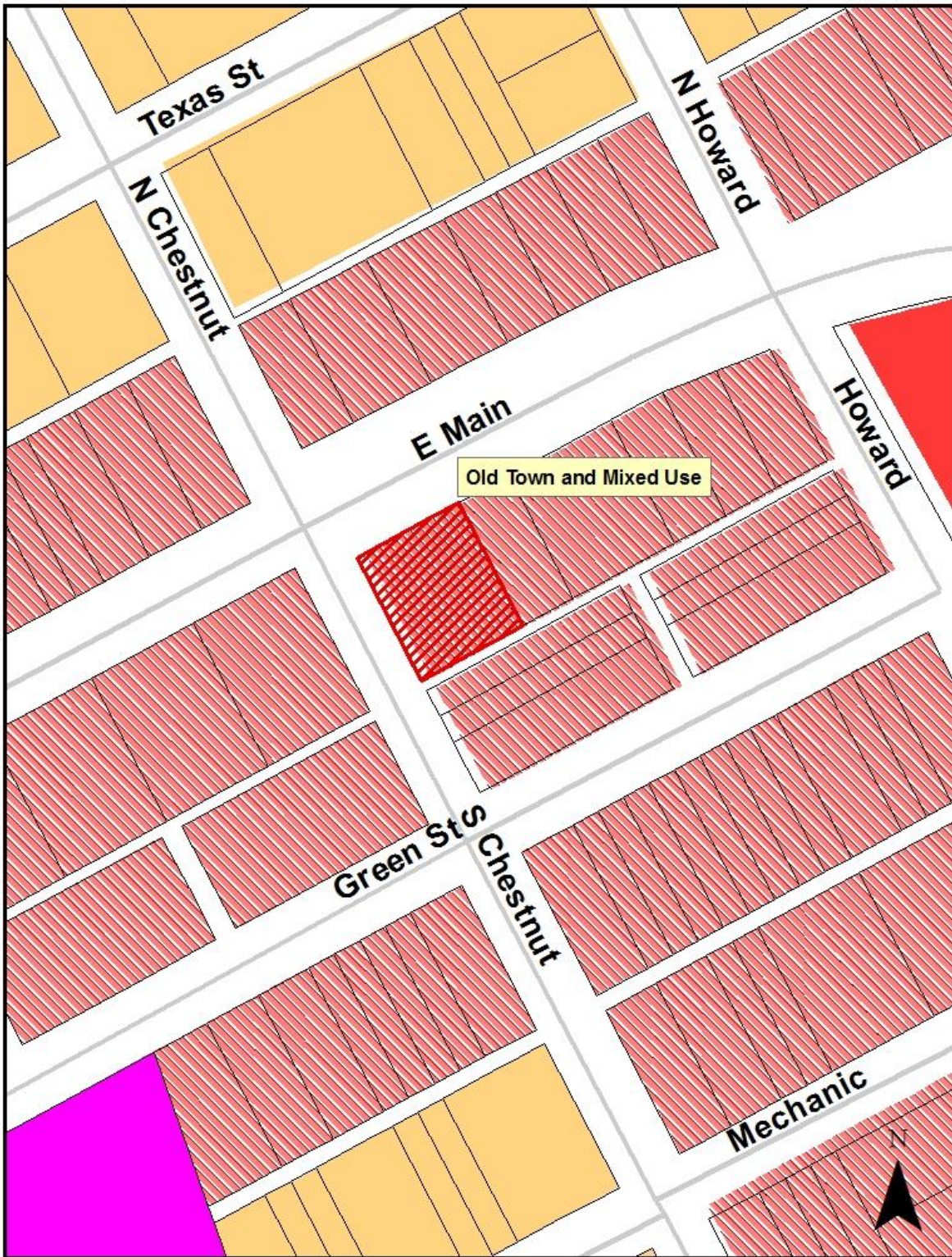


Exhibit “D”
Site Photo



Figure 1: Site view from Main Street
(Source: Google)



Figure 2: Site view from South Chestnut Street
(Source: Google)

Exhibit "E"

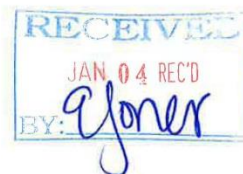
CUP Application

Revised 5/19/15



APPLICATION FOR CONDITIONAL USE PERMIT

Community Development Department
Planning Division



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

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

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

Applicant

Name: GREVIS Properties Title: _____
Mailing Address: 407 E Main City: Tomball State: TX
Zip: 77375
Phone: (281) 330-4538 Fax: (281) 357-4380 Email: mikefagan@gretcheninsure.com

Owner

Name: GREVIS Properties Title: _____
Mailing Address: same City: _____ State: _____
Zip: _____
Phone: (_____) _____ Fax: (_____) _____ Email: _____

Engineer/Surveyor (if applicable)

Name: David Kelly Title: PE
Mailing Address: 3322 Wellspring Lake Drive City: Fulshear State: TX
Zip: 77441
Phone: (281) 346-2616 Fax: (281) 346-2616 Email: david.kelly@dpkengineering.com

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

www.tomballtx.gov

Description of Proposed Project: Food Truck Park
Physical Location of Property: 403 E Main, Tomball, Tx 77375
[General Location – approximate distance to nearest existing street corner]
Legal Description of Property: Corner of East Main and South Chestnut
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]
HCAD Identification Number: 0352750800023 Acreage: .2755 acres
Current Use of Property: n/a
Proposed Use of Property: Food Truck Park

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

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

x Michael R. Lopez 1/4/17
Signature of Applicant Date
x Michael R. Lopez 1/4/17
Signature of Owner

CITY OF TOMBALL
281-351-5484

REC#: 00964144 1/04/2017 3:52 PM
OPER: RP TERM: 005
REF#: W 1131

TRAN: 130.0000 PLANNING AND ZONING
GREVIS PROPERTIES
403 E MAIN
100-5442

City of Tomball, Texas 501 Jan

CONDITIONAL USE PER 600.00CR

www.tomballtx.gov

TENDERED: 600.00 CHECK
APPLIED: 600.00-

CHANGE: 0.00

January 4, 2017

City of Tomball Planning Department

RE: Conditional Use Permit 403 Eats

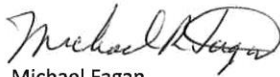
403 East Main, Tomball, TX 77375

My wife and I have purchased property located at 403 East Main in Tomball and want to open Tomball's first food Truck Park. We are very involved with the City of Tomball and have had our insurance office in Tomball for 15 years, the last 8 years, we have been in our office on Main Street.

Tomball has become known for our dining and entertainment, with "mom & pop" locations at the forefront. With the revitalization in "old town" Tomball, the need for additional dining options are increasing. Food Trucks have become extremely popular over the past few years and we believe a Food Truck Park would add to the Tomball experience.

Our plan is to open 403 Eats in 2017. As the operator of the park, we will provide electrical, water and grease removal for the trucks, as well as an indoor seating area and children's play area. This approach will allow for "permanent" food trucks to come Tomball. We plan on having 3 to 6 month leases for the trucks for stability and flexibility. The trucks will provide a variety of foods, attracting various consumers.

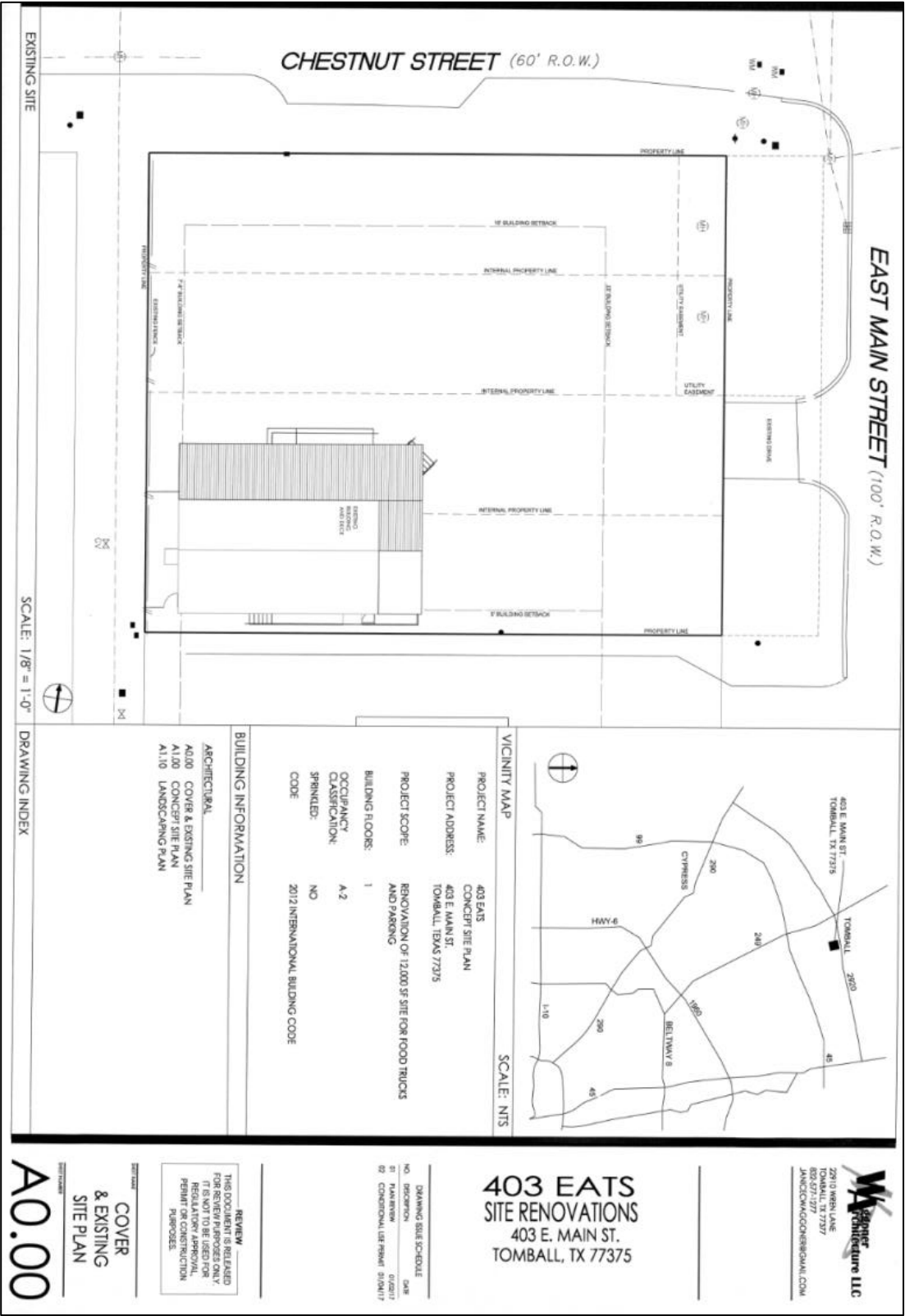
We are located on the east side of Main Street and there are extremely limited dining choices. 403 Eats bring business to the east side of town. Merchants surrounding the location are excited about the possibilities and the increased retail traffic we will bring.

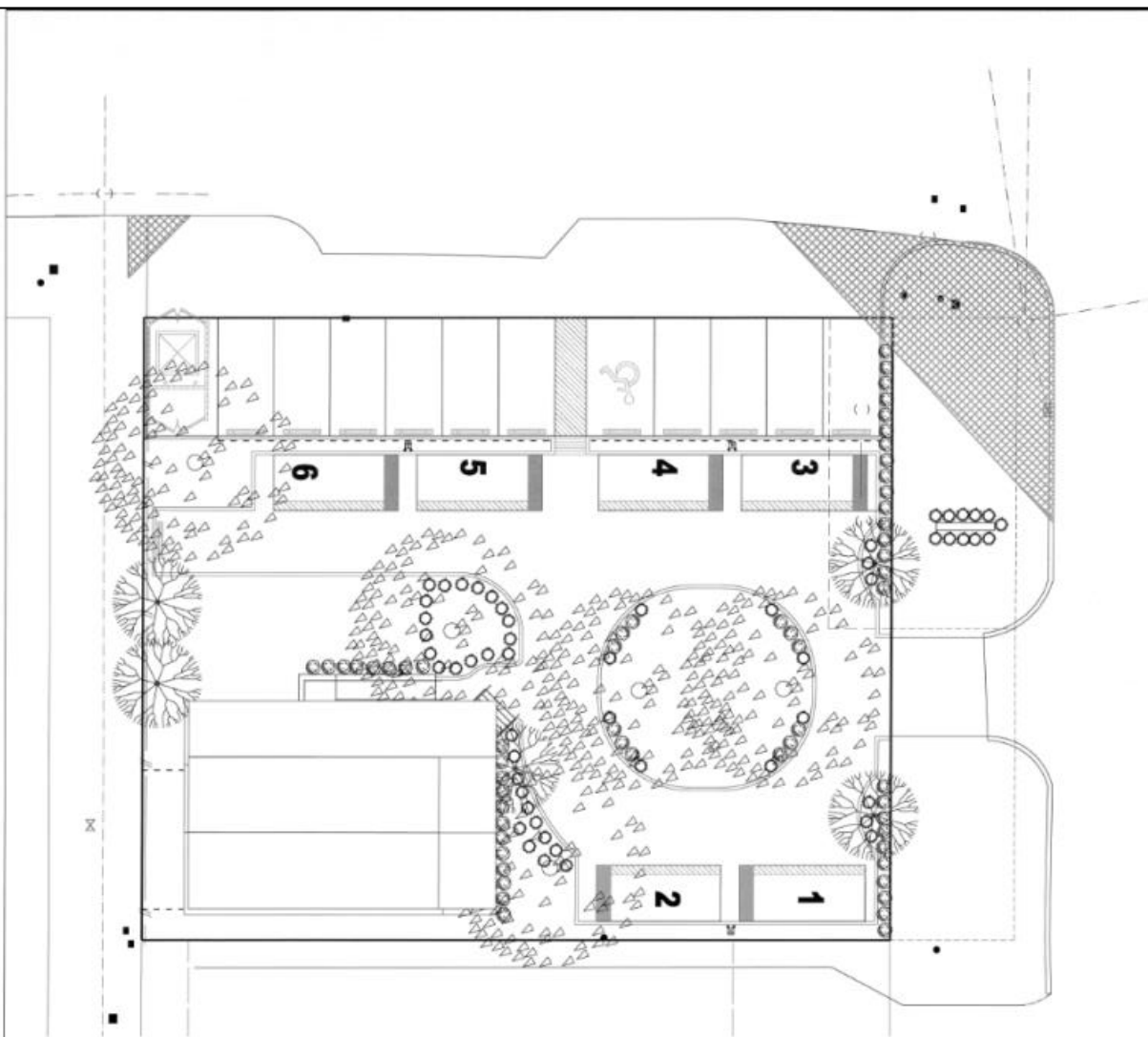


Michael Fagan

403 Eats...Tomball Food Park

Figure “F”
Concept Plan and Alternative Landscape Plan





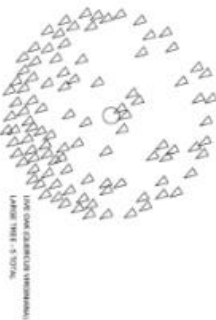
LANDSCAPING REQUIREMENTS:

- [illegible]

LANDSCAPING CALCULATIONS:

TOTAL AREA OF SITE	0.0000
TOTAL AREA COVERED BY BUILDINGS	0.0000
TOTAL AREA COVERED BY ROAD SURFACES	0.0000
TOTAL AREA NOT COVERED BY BUILDINGS OR ROAD SURFACES	0.0000
PERCENTAGE UNCOVERED	0.00%

TREE & SHRUB LEGEND:



TOTAL - 8 TOTAL.



THEOREM 3.6. Let $\mathcal{C}$ be a class of $\mathcal{L}$ -structures. Then the following conditions are equivalent:

LANDSCAPING PLAN
SCALE: 1/8" = 1'-0"

Wagoner Architecture LLC
22910 WIEN LANE
TOMBALL, TX 77377
832-571-1277
JANICE.WAGONER@GMAIL.COM

403 EATS
SITE RENOVATIONS
403 E. MAIN ST.
TOMBALL, TX 77375

DRAWING ISSUE SCHEDULE	
NO.	DATE
01	PLAN REVIEW 8/25/17
02	CONDITIONAL USE PERMIT 01/04/17

REVIEW
THIS DOCUMENT IS RELEASED
FOR REVIEW PURPOSES ONLY.
IT IS NOT TO BE USED FOR
REGULATORY APPROVAL,
PERMIT OR CONSTRUCTION
PURPOSES.

LANDSCAPING
PLAN

A1.10

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
FEBRUARY 13, 2017
&
CITY COUNCIL
FEBRUARY 20, 2017**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 13, 2017, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 20, 2017, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P16-0189: Request by Ryan Bailey, on behalf of ADAPT Programs, LLC, for a Conditional Use Permit to operate an *Institution for alcoholic, narcotic or psychiatric patients* at 13628 Michel Road. The property is approximately 1 acre, legally described as Reserve B, Block 1 Falcon Subdivision, generally located on the south side of Michel Road, between Johnson Road and SH 249 and is zoned Commercial.

Zoning Case P17-0001: Request by GREVIS Properties for a Conditional Use Permit to operate a *Mobile Food Court* at 403 East Main Street. The property is approximately 0.28 acres, legally described as Lot 24, Block 80 Tomball Townsite Lot 24 Replat, generally located at the southeast corner of East Main Street and Chestnut Street and is zoned Old Town & Mixed Use.

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

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

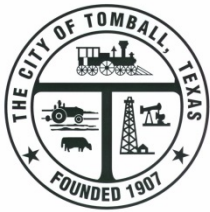
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **9th** day of **February 2017** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler

Secretary of the Board

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



Notice of Public Hearing

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

CASE NUMBER: P17-0001

APPLICANT/OWNER: GREVIS Properties

LOCATION: Southeast corner of East Main Street and Chestnut Street

PROPOSAL: A Conditional Use Permit to operate a *Mobile Food Court* at 403 East Main Street. The property is approximately 0.28 acres, legally described as Lot 24, Block 80 Tomball Townsite Lot 24 Replat, and is zoned Old Town & Mixed Use.

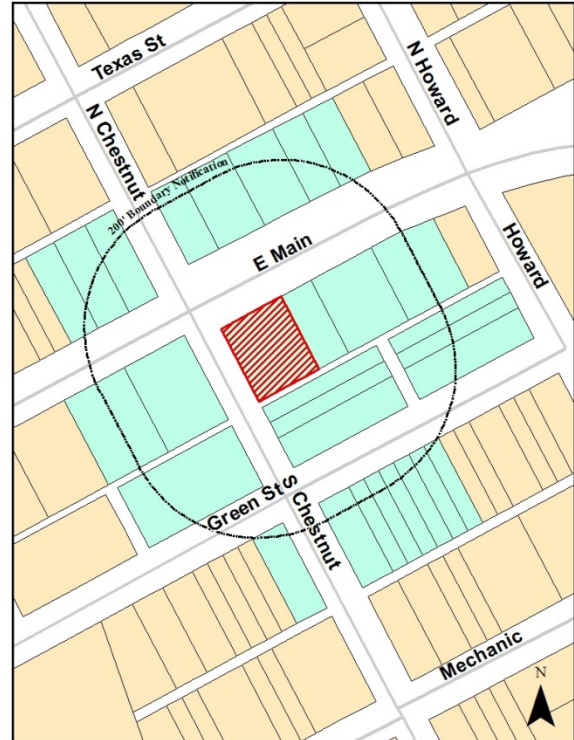
CONTACT: Amelia Lindley

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

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



**Planning & Zoning Commission
Public Hearing:
Monday, February 13, 2017, 6:00 PM**

**City Council Public Hearing:
*Monday, February 20, 2017, 6:00 PM**

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Adopt, on Second Reading, Ordinance No. 2017-03, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Ryan Bailey, on Behalf of Adapt Programs, LLC, to Operate an “Institution for Alcoholic, Narcotic or Psychiatric Patients” at 13628 Michel Road; Said Property Being Approximately 1.00 Acre, and Being Legally Described as Reserve B Block 1 Falcon, Tomball, Harris County, Texas, Generally Located on the South Side of Michel Road, Between Johnson Road and SH 249; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability.

Background:

On Monday, February 13, 2017 after conducting a public hearing, the Planning and Zoning Commission unanimously voted to recommend approval of Zoning Case P16-0189

Origination:

Community Development Department

Recommendation:

Approval

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

Planning Division

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

ATTACHMENTS:

Ordinance No. 2017-03
P16-0189 Staff Report
Notice of Public Hearing
Property Owner Notification

ORDINANCE NO. 2017-03

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO RYAN BAILEY, ON BEHALF OF ADAPT PROGRAMS, LLC, TO OPERATE AN "INSTITUTION FOR ALCOHOLIC, NARCOTIC OR PSYCHIATRIC PATIENTS" AT 13628 MICHEL ROAD; SAID PROPERTY BEING APPROXIMATELY 1.00 ACRE, AND BEING LEGALLY DESCRIBED AS RESERVE B BLOCK 1 FALCON, TOMBALL, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON THE SOUTH SIDE OF MICHEL ROAD, BETWEEN JOHNSON ROAD AND SH 249; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, Ryan Bailey, on behalf of ADAPT Programs, LLC, has requested a CUP to operate an "Institution for alcoholic, narcotic or psychiatric patients" at 13628 Michel Road on approximately 1.00 acre of land, legally described as Reserve B Block 1 Falcon, generally located on the south side of Michel Road, between Johnson Road and SH 249, in the City of Tomball, Harris County, Texas, (the "Property"), and

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

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

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

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

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

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

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

Section 2. A CUP to operate an “Institution for alcoholic, narcotic or psychiatric patients” at the Property and subject to the terms and conditions set forth below, is hereby granted to Ryan Bailey, on behalf of ADAPT Programs, LLC.

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

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

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20th DAY OF FEBRUARY 2017.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>NAY</u>
COUNCILMAN QUINN	<u>AYE</u>

SECOND READING:

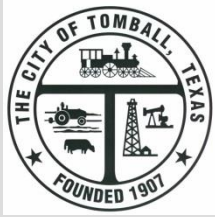
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE
CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6th DAY OF MARCH 2017.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: February 13, 2017
City Council Public Hearing Date: February 20, 2017

Rezoning Case: P16-0189
Property Owner(s): Falcon Commercial Properties, LLC
Applicant(s): Ryan Bailey, on behalf of ADAPT Programs, LLC
Legal Description: Reserve B, Block 1 Falcon Subdivision
Location: South side of Michel Road, between Johnson Road and SH 249 at 13628 Michel Road (Exhibit "A")
Area: 1 acre
Comp Plan Designation: Employment/Office (Exhibit "B")
Present Zoning and Use: Commercial (Exhibit "C") / Medical office center (Exhibit "D")
Proposed Use(s): Intensive Outpatient Program
Request: CUP to allow the operation of an *institution for alcoholic, narcotic or psychiatric patients*

Adjacent Zoning & Land Uses:

North: Commercial / Texas Sports Medicine Center and Affinity Medical Associates

South: Commercial / Undeveloped land

West: Commercial / Undeveloped land

East: Commercial / Pediatric Clinic

BACKGROUND

In December 2016, City staff met with the applicant to discuss his proposed operations in one of the suites at 13628 Michel Road. The applicant explained that he has leased Suite 200 at the property on Michel Road with the intentions of opening an outpatient drug and alcohol treatment center.

Staff informed the applicant that the proposed land use, *institution for alcoholic, narcotic or psychiatric patients*, requires the approval of a Conditional Use Permit through the Planning & Zoning Commission and City Council.

ANALYSIS

According to Section 50-2 (Definitions), an *institution for alcoholic, narcotic or psychiatric patients* "means an institution offering out-patient treatment to alcoholic, narcotic or psychiatric patients".

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

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

The Comprehensive Plan identifies the subject site as Employment / Office which includes professional offices and small business office suites. The proposed operations are consistent with the goals of the Comprehensive Plan.

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

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

According to Section 50-77 (Commercial District) the Commercial Zoning District “is intended to provide commercial and service-related establishments”. The proposed operations will offer services to people who are recovering from substance abuse.

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

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

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

The proposed use appears to be compatible with the adjacent developments. In the same complex, there is a medical supply company, Sentido Health, an eye center, Universal Eye Center, a family medical office, Sun Family Practice, and a pediatric clinic, Tomball Health Care-Pediatrics: Karr C Alan MD. It is also across the street from Affinity Medical Associates and Texas Sports Medicine Center.

This area appears to be a good fit for medical related land uses.

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

Staff does not anticipate any adverse effects on surrounding properties.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on January 19, 2017. A sign was placed on the property on January 27, 2017 and Notice of Public Hearing was published in the paper on February 1, 2017. No public comments forms have been received as of the date of this report.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P16-0189.

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

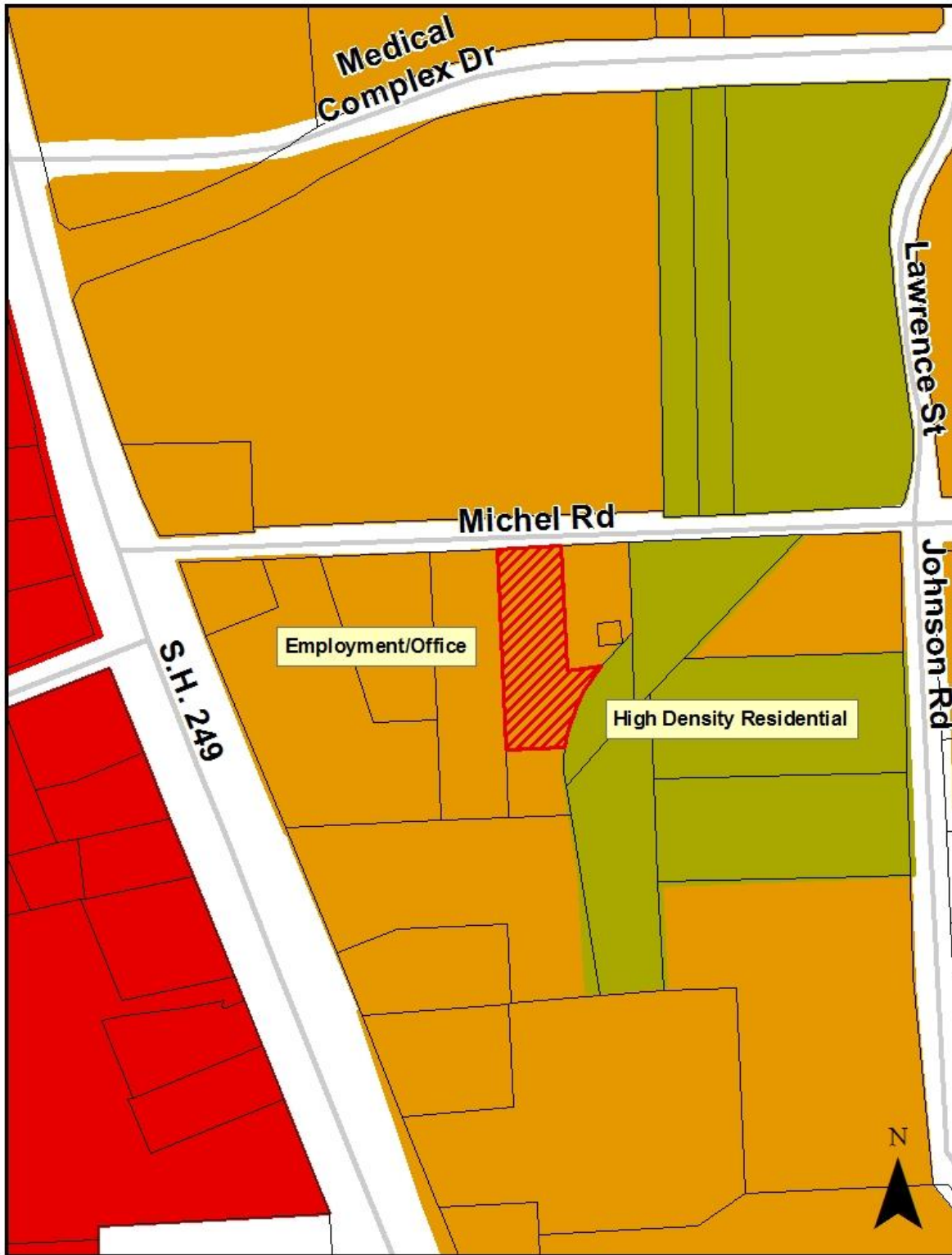
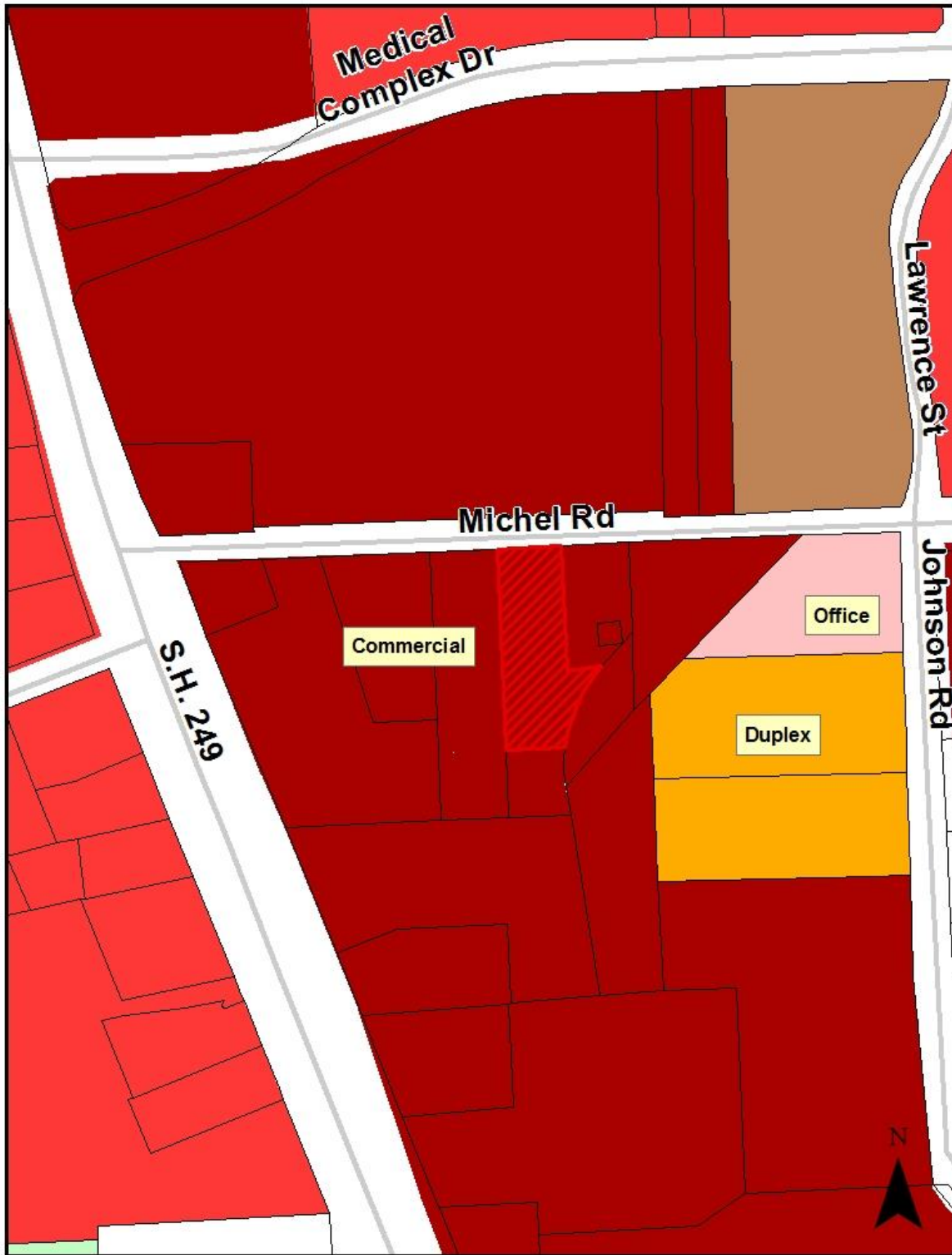


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**

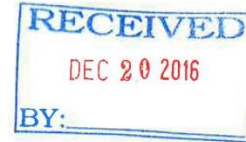


Exhibit "E"
CUP Application

Revised 5/19/15



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



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

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

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

Applicant
Name: Ryan Bailey with ADAPT PROGRAMS, LLC Title: Owner
Mailing Address: 6016 Delano Street City: Houston State: TX
Zip: 77003
Phone: (713) 9924238 Fax: () Email: ryanjbailey@gmail.com

Owner
Name: Janshawe Ventures, LTD Title: Owner
Mailing Address: P.O. Box 690342 City: Houston State: TX
Zip: 77269
Phone: (281) 630-5105 Fax: (N/A) Email: NRGill@abgglobal.net

Engineer/Surveyor (if applicable)

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

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

www.tomballtx.gov

Description of Proposed Project: Outpatient Treatment in Tomball
Physical Location of Property: 13628 Michel Road, Tomball, Texas, 77375 Suite 200
[General Location - approximate distance to nearest existing street corner]
Legal Description of Property: RES B BLK 1 Falcon
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]
HCAD Identification Number: 1262470010002 Acreage: 1.009
Current Use of Property: Not occupied, last use was a PCP offices
Proposed Use of Property: Outpatient Drug and Alcohol Treatment - ADAPT Programs, LLC

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

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

X [Signature] 12/16/2016
Signature of Applicant Date
X [Signature] 12/16/2016
Signature of Owner Date

CITY OF TOMBALL
281-351-5484

REC#: 00961803 12/20/2016 9:40 AM
OPER: RP TERM: 005
REF#: W 557

TRAN: 130.0000 PLANNING AND ZONING

City of Tomball, Texas 50 RYAN BAILET
13628 MICHEL ROAD TOMBALL
100-5442
CONDITIONAL USE PER 600.00CR

www.tomballtx.gov

TENDERED: 600.00 CHECK
APPLIED: 600.00

CHANGE: 0.00

Date: December 19, 2016

To: Community Development Department Planning Division – Tomball, Texas

From: Ryan Bailey

Contact: 713.992.4238

I am writing this letter to request a Conditional Use Permit for ADAPT Programs, LLC to operate an outpatient substance abuse treatment facility at 13628 Michel Road, Tomball, Texas 77375, Suite 200.

It is our understanding, from speaking with Amelia Lindley, that a conditional use permit will be needed to operate a treatment facility in Tomball. Effective as of December 1, 2016, ADAPT Programs is the tenant of lease property 13628 Michel Road, Tomball, Texas, 77375, Suite 200 zoned as commercial use according to the zoning map on the tomballtx.gov website. The planned use of the lease property is to provide outpatient treatment to males and females of all ages. Outpatient treatment consist of counselor lead individual and group therapy sessions 3-4 days a week for a total of about 10 hours. ADAPT Programs provides evidence based, client-center treatment that is proven to help people recover from substance abuse issues. Our program is absence based, which means no one may be under the influence of any mood alternating substance while on ADAPT Programs property.

ADAPT Programs is a state licensed substance abuse treatment provider. ADAPT Programs operates 9 substance abuse treatment facilities in the greater South Houston area and has plans to start expanding to North Houston/Texas - (Current locations - Angleton, Alvin, Brazos, Freeport, League City, Houston, Liberty, Manvel, Texas City, Huntsville).

ADAPT Programs goal is to spread treatment options across smaller counties/cities in Texas to make good help readily available to anyone that needs it. Substance abuse is one of the biggest epidemics facing this county right now and our community as a whole is lost and needs guidance on how to properly address and treat the issue. We believe that Tomball is very underserved as far a treatment goes and believe that we can be very beneficial to the city and its community as a whole in helping feel this gap.

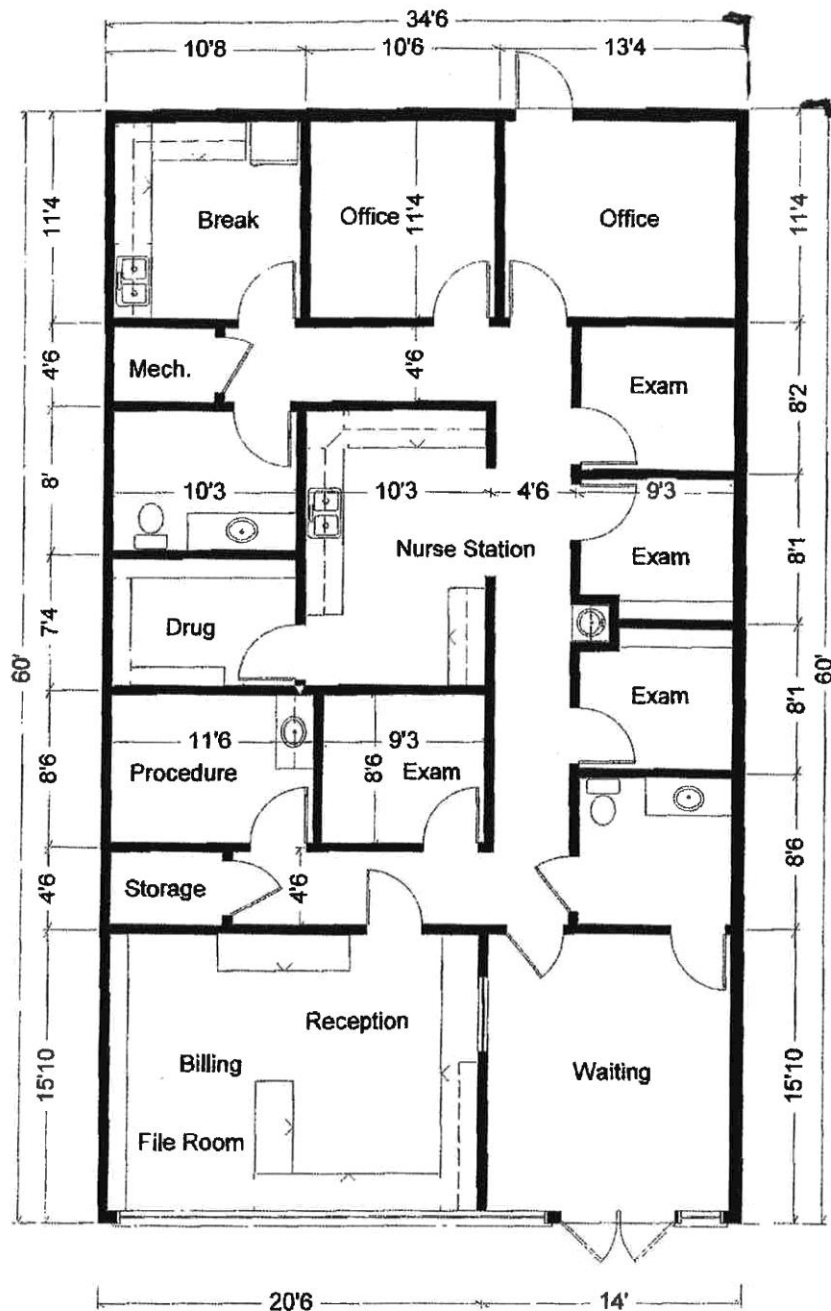
Both myself and my partner, Joe Gardzina, have battled with addictions personally and in the life's of family members and have found it to be our life's mission to provide hope, treatment and spiritual guidance to those that have lost it through their own personal struggles with addiction.

We look forward to become a valued member of the Tomball community moving into 2017.

Best Regards,

Ryan Bailey, ADAPT Programs, LLC

A handwritten signature in black ink, appearing to read 'Ryan Bailey', with a long horizontal line extending to the right.



~2000 Sq. Ft.
 13628 Michel Road
 Suite 200





e/c SURVEYING COMPANY
12245 JONES ROAD
SUITE 200
HOUSTON, TX 77070
(201) 966-8772

CALL 1.817.ACTIVACT
H.C.F.C.DITCH
M-128-08-08
AS DESCRIBED UNDER
CRACK #00003

SUBJECT TO

- [illegible]

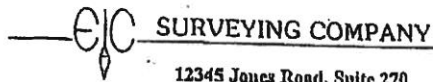
4 PART OF UNSTRUCTURED MEETING

Add'l No. 07-851-5
 Size 1" x 8"
 Date 1-3-89
 Drawn By A.H.
 Drawn Date 1-11-89
 To access the Building Department
 File No. 07-851-5
 Issued 1-3-89
 Issued By A.H.
 Issued Date 1-11-89
 To access the Building Department

[illegible]

A Division of Everything in One Service, Inc.

Integration Tools



SURVEYING COMPANY

12345 Jones Road, Suite 270
Houston, TX 77070
(281) 955-2772
Fax (281) 955-6678

All that certain tract or parcel containing 0.9048 acre, (39,411.4802 square feet), of land out of Restricted Reserve "B" in Block 1 of Falcon Subdivision, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 572223 of the Harris County Map Records, said 0.9048 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with cap (found stamped Frontier) in the South right-of-way line of Michel Road, (60.00 feet in width), as described in an instrument filed for record under Harris County Clerk's File No. D-221070 and D-792381 marking the Northwest corner of restricted Reserve "A" in Block 1 of said Falcon Subdivision, the Northerly-Northeast corner of said Restricted Reserve "B", and the Northerly-Northeast corner of the herein described 0.9048 acre tract of land;

THENCE S 02°16'46" W, a distance of 217.54 feet along the common line of said Restricted Reserve "A" and said Restricted Reserve "B" to an "x" (set) in concrete marking the Southwest corner of said Restricted Reserve "A", an interior corner of said Restricted Reserve "B", and an interior corner of the herein described 0.9048 acre tract of land;

THENCE N 87°43'14" E, a distance of 59.19 feet along the common line of said Restricted Reserve "A" and said Restricted Reserve "B" to an "x" (set) in concrete in the Northwestern line of that certain call 1.099 acre tract being a Harris County Flood Control Ditch (M-125-00-00) as described in a deed filed for record under Harris County Clerk's File No. L-090555 marking the Southerly-Southeast corner of said Restricted Reserve "A", the Easterly-Northeast corner of said Restricted Reserve "B", and the Easterly-Northeast corner of the herein described 0.9048 acre tract of land, same point being in a curve to the left having a radius of 278.62 feet;

THENCE Southwesterly, along the common line of said 1.099 acre tract and said Restricted Reserve "B", with said curve to the left through a central angle of 31°51'41", a chord bearing and distance of S 29°19'49" W, 152.95 feet, an arc distance of 154.94 feet to an "x" (set) in concrete marking the Northeast corner of Restricted Reserve "D" in Block 1 of said Falcon Subdivision, the Easterly-Southeast corner of said Restricted Reserve "B", and the Southeast corner of the herein described 0.9048 acre tract of land;

THENCE N 87°23'21" W, a distance of 97.53 feet along the common line of said Restricted Reserve "B" and said Restricted Reserve "D" to a 5/8" iron rod with E.I.C. cap (set) marking the Southwest corner of the herein described 0.9048 acre tract of land;

THENCE N 02°38'07" E, a distance of 348.95 feet to a 5/8" iron rod with E.I.C. cap (set) in the North line of said Restricted Reserve "B" and in the South right-of-way line of said Michel Road marking the Northwest corner of the herein described 0.9048 acre tract of land;

THENCE S 87°28'32" E, a distance of 105.92 feet along the South right-of-way line of said Michel Road and the North line of said Restricted Reserve "B" to the POINT OF BEGINNING and containing 0.9048 acre, (39,411.4802 square feet), of land.

Surveyed on the ground May 3, 2007,

Job No. 07-353-05 (see corresponding plat).

The basis of bearing is S 87°28'32" E along the South right-of-way line of Michel Road per recorded plat.



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

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
FEBRUARY 13, 2017
&
CITY COUNCIL
FEBRUARY 20, 2017**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 13, 2017, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 20, 2017, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P16-0189: Request by Ryan Bailey, on behalf of ADAPT Programs, LLC, for a Conditional Use Permit to operate an *Institution for alcoholic, narcotic or psychiatric patients* at 13628 Michel Road. The property is approximately 1 acre, legally described as Reserve B, Block 1 Falcon Subdivision, generally located on the south side of Michel Road, between Johnson Road and SH 249 and is zoned Commercial.

Zoning Case P17-0001: Request by GREVIS Properties for a Conditional Use Permit to operate a *Mobile Food Court* at 403 East Main Street. The property is approximately 0.28 acres, legally described as Lot 24, Block 80 Tomball Townsite Lot 24 Replat, generally located at the southeast corner of East Main Street and Chestnut Street and is zoned Old Town & Mixed Use.

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

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

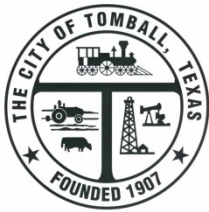
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **9th** day of **February 2017** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler

Secretary of the Board

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



Notice of Public Hearing

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

CASE NUMBER: P16-0189

APPLICANT/OWNER: Ryan Bailey, on behalf ADAPT Programs LLC

LOCATION: South side of Michel Road, between Johnson Road and SH 249

PROPOSAL: A Conditional Use Permit to operate an *Institution for alcoholic, narcotic or psychiatric patients* at 13628 Michel Road. The property is approximately 1 acre, legally described as Reserve B, Block 1 Falcon Subdivision, and is zoned Commercial.

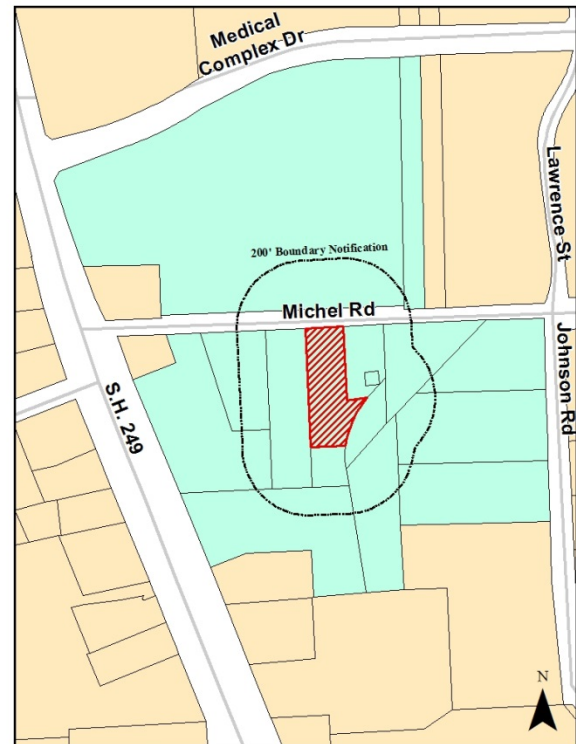
CONTACT: Amelia Lindley

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

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



**Planning & Zoning Commission
Public Hearing:
Monday, February 13, 2017, 6:00 PM**

**City Council Public Hearing:
*Monday, February 20, 2017, 6:00 PM**

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Conduct First Public Hearing to Consider the Annexation of the Following Tract of Land: (**Tract 1: 65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T.A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas**):

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East – 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West – 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East – 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East – 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East - 39.11 feet to a 5/8- inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East - 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East - 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East - 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West - 791 .84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West - 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Background:

This public hearing is the first of two public hearings required by the Local Government Code, Section 43.063. Hearings must be conducted on or after the 40th day but before the 20th day before the date of the first reading of the ordinance (21-39 day timeframe). Because of publication time constraints and our meeting schedule, Council set the hearing dates for the regular Council meeting on March 6, 2017 (28 days) at 6:00 p.m. and a special Council Meeting on March 13, 2017 (21 days) at 6:00 p.m.

The first reading of the ordinance to annex will be held at a regular Council meeting on Monday, April 3, 2017, and the second reading will be held at the regular Council meeting on April 17, 2017, completing the annexation within the state timeline.

Origination:

New Quest; A-K 133 Hwy 249-Grand Parkway LP; Harris County Municipal Utility District 273; Allen Boone

Humphries Robinson LLP;

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

Notice of Public Hearings - 3/6/2017 and 3/13/2017

Annexation Calendar

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



**REGULAR CITY COUNCIL MEETING
MONDAY, MARCH 6, 2017**

**AT
6:00 P.M.**

AND

**SPECIAL CITY COUNCIL MEETING
MONDAY, MARCH 13, 2017**

**AT
5:30 P.M.**

Notice is hereby given that **PUBLIC HEARINGS** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at the Regular Council Meeting on Monday, March 6, 2017 at 6:00 p.m., and at a **SPECIAL** Council Meeting on **Monday, March 13, 2017 at 5:30 p.m.**, at City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following Annexation:

Tract 1

65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T.A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT

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monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East – 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West – 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East – 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 1169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East – 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East — 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8- inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

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THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of February 2017 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.

PROPOSED ANNEXATION – HCMUD 273 – FULL ANNEXATION

Council approves annexation request by adopting Resolution on 2/6/17, setting 3/6 (Monday, 6 p.m.) and 3/13 (Monday, 5 p.m.) for public hearings.

Send to paper on 2/7 to run on 2/15 (19 days' notice for 3/6 meeting) and 2/22 (19 days' notice for 3/13 meeting) – one Special Council meeting required on **March 13 (5:30 p.m.), in order to meet Local Government Code deadlines.**

Publish Dates & Public Hearing Dates – Complete Annexation on 4/17/2017	Publish Date	First Public Hearing at REGULAR Meeting	Publish Date	Second Public Hearing at SPECIAL Meeting	First Reading of Ordinance at REGULAR Meeting	Second Reading of Ordinance at REGULAR Meeting
Council approves annexation on 2/6 and sets Public Hearings as 3/6 and 3/13		REGULAR Mtg		Special Mtg		
1 st public hearing to 1 st reading is 28 days total; 61 days to complete annexation from approval of resolution	2/15/2017	3/6/2017	2/22/2017	5:30 p.m. 3/13/2017	4/3/2017	4/17/2017
	19 days' notice		19 days' notice			
	To paper 2/7 to run on 2/15 and 2/22		Reminder to paper 2/15 to run 2/22			
(47 days total from first publication notice to first reading)	(-47 days)	(28 days) to 1st reading		21 days to 1 st reading of ordinance	(Day 0)	(+ 14 days)

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **19 days' notice for each P.H.**

Public hearings – more than 20 days, less than 40 days between first public hearing and first reading of ordinance per LGC, Sec. 43.063(a)

NOTE: MUST have a minimum of **21 days** between the **second public hearing and the first reading of the ordinance**. – **21 days, 3/13 to 4/3/17**

MUST have NO MORE than **40 days** between the first public hearing and the first reading of the ordinance. — **28 days, 3/6 to 4/3/17**

(We will set public hearing dates between 21 and 39 days)

Annexation must be completed within 90 days, beginning to end (LGC, Sec. 43.064) – from 5/16/16 request to second reading of ordinance – **61 days**

City must give notice regarding intention to annex area 30 days before first public hearing to public and private entities – county, fire department, emergency services districts, utility companies [LGC, Sec. 43.062(b)] – **This requirement does not apply if we are annexing by petition.**

Resolutions No. 2017-04 on the 2/6/2017 agenda for Council approval, set public hearings and special Council.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Approve Resolution No. 2017-06, Canceling the Regular City Officer's Election Scheduled to be held on the 6th Day of May, 2017, in Accordance with Section 2.053(a) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election

Aprobar la Resolución Nro. 2017-06 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 6 de mayo de 2017 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2017-06, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 6 tháng Năm, 2017, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2017-06, 取消一般市府官員應於2017年5月6日的選舉計畫, 其是根據德克薩斯州選舉法 2.053(a)節; 茲此通知該選舉取消; 以及提供關於取消該選舉的詳情。

Background:

All filing deadlines have passed; we have one candidate for Position 5, John F. Ford, and an unopposed incumbent for Position 5, Lori Klein Quinn for the May 6, 2017 Regular City Officer's Election.

Section 2.052, Election Code, requires the City Secretary to deliver the Certification of Unopposed Candidates to City Council and request Council to accept the Certification and declare the election canceled.

Resolution No. 2017-06 cancels the election scheduled to be held on May 6, 2017 and includes the Order of Cancellation. A copy of the Order of Cancellation will be posted on Election Day at City Hall, the polling location for all City elections.

The oaths of office and election of Mayor Pro Tem will take place at the May 15, 2017 Council meeting. Candidates elected through cancellation shall be declared elected "in the same manner and at the same time as provided for a candidate elected at the election" (Election Code, Sec. 2.053(c)] and shall take the oaths of office the same as candidates elected at an election.

Origination:

City Secretary

Recommendation:

Approval of Resolution No. 2017-06 and the Order of Cancellation

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

City Secretary

ACTION TAKEN

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

Certification of Unopposed Candidates
Resolution No. 2017-06 and Order of Cancellation

**CERTIFICATION OF UNOPPOSED CANDIDATES
(CERTIFICACIÓN DE CANDIDATOS ÚNICOS)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2017.

(Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 6 de mayo de 2017.)

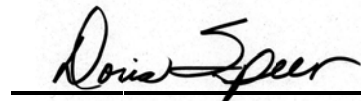
List offices and names of candidates:
(Lista de cargos y nombres de los candidatos:)

Offices (Cargos)

Council Position 1 (Concejal Posición 1)
Council Position 5 (Concejal Posición 5)

Candidates (Candidatos)

John F. Ford
Lori Klein Quinn



Signature (Firma)

Doris Speer

Printed Name (Nombre en letra de molde)

City Secretary
Title (Puesto)

March 1, 2017
Date of Signing (Fecha de firma)

(seal) (sello)

RESOLUTION NO. 2017-06

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, CANCELING THE REGULAR CITY OFFICER'S ELECTION SCHEDULED TO BE HELD ON THE 6TH DAY OF MAY, 2017, IN ACCORDANCE WITH SECTION 2.053(a) OF THE TEXAS ELECTION CODE; DIRECTING THE GIVING OF NOTICE OF SUCH CANCELLATION OF ELECTION; AND PROVIDING DETAILS RELATING TO THE CANCELLATION OF SUCH ELECTION

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

Section 1: It is hereby ordered that the Regular Election, scheduled to be held in the City of Tomball on the 6th day of May, 2017, at which election the following officers were to be elected by the qualified voters of the City, is canceled in accordance with Section 2.053(a) of the Texas Election Code.

POSITION:	COUNCIL POSITION 1
	COUNCIL POSITION 5

Section 2: The following candidates have been certified as unopposed and are hereby elected as follows:

<u>Candidate</u>	<u>Office Sought</u>
John F. Ford	Council Position 1
Lori Klein Quinn	Council Position 5

Section 3: A copy of the Order of Cancellation, attached herein and made part of Resolution No. 2017-06, will be posted on Election Day at the following polling place, which would have been used in the election:

POLLING PLACE
Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASSED, APPROVED and RESOLVED this 6th day of March, 2017.

Gretchen Fagan, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball

RESOLUCIÓN Nro. 2017-06

RESOLUCIÓN DE LA CIUDAD DE TOMBALL, TEXAS, CANCELANDO LA ELECCIÓN REGULAR DE FUNCIONARIOS MUNICIPALES PROGRAMADA PARA EL DÍA 6 DE MAYO DE 2017 DE ACUERDO CON LA SECCIÓN 2.053(A) DEL CÓDIGO ELECTORAL DE TEXAS; INSTRUYENDO QUE SE DE AVISO DE TAL CANCELACIÓN DE ELECCIÓN; Y PROVEYENDO DETALLES RELATIVOS A LA CANCELACIÓN DE TAL ELECCIÓN

EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS, RESUELVE:

Sección 1: Por la presente se ordena que la Elección Regular, programada para celebrarse en la Ciudad de Tomball el 6 de mayo de 2017, en la cual los votantes calificados de la Ciudad habrían votado para elegir a los siguientes funcionarios, sea cancelada de acuerdo con la sección 2.053(a) del Código Electoral de Texas.

POSICIÓN:	POSICIÓN 1 EN EL CONSEJO
	POSICIÓN 5 EN EL CONSEJO

Sección 2: Los siguientes candidatos han sido certificados como candidatos únicos y por la presente son electos como sigue a continuación:

<u>Candidato</u>	<u>Cargo que aspira ocupar</u>
John F. Ford	Posición 1 del Consejo
Lori Klein Quinn	Posición 5 del Consejo

Sección 3: Una copia de la Orden de Cancelación, adjunta al presente y hecha parte de la Resolución Nro. 2017-06, será colocada el Día de Elección en el siguiente lugar de votación que se hubiera utilizado en la elección:

LUGAR DE VOTACIÓN
Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASADA, APROBADA y RESUELTA este día 6 de marzo de 2017.

Gretchen Fagan, Alcaldesa
City of Tomball

ATESTIGUA:

Doris Speer, Secretaria de la Ciudad
Ciudad de Tomball

NGHỊ QUYẾT SỐ 2017-06

MỘT NGHỊ QUYẾT CỦA THÀNH PHỐ TOMBALL, TIỂU BANG TEXAS, HỦY BỎ CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG KỲ DỰ KIẾN SẼ ĐƯỢC TỔ CHỨC VÀO NGÀY 6 THÁNG NĂM, 2017, CHIẾU THEO MỤC 2.053(a) CỦA BỘ LUẬT TUYỂN CỬ TEXAS; CHỈ THỊ VIỆC ĐƯA RA THÔNG BÁO VỀ HỦY BỎ CUỘC BẦU CỬ ĐÓ; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC HỦY BỎ CUỘC BẦU CỬ ĐÓ.

HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS QUYẾT NGHỊ:

Mục 1: Theo đây ra lệnh rằng Cuộc Bầu Cử Thường Kỳ, dự kiến sẽ được tổ chức tại Thành Phố Tomball vào ngày 6 tháng Năm 2017, tại đó cuộc bầu cử các viên chức sau đây đã được lựa chọn bởi các cử tri hội đủ điều kiện của Thành Phố, bị hủy bỏ chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas.

VỊ TRÍ:	ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 1 ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 5
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Mục 2: Các ứng cử viên sau đây đã được xác nhận là không có đối thủ và theo đây được đắc cử như sau:

<u>Ứng Cử Viên</u> John F. Ford Lori Klein Quinn	<u>Vị Trí Đắc Cử</u> Ủy Viên Hội Đồng Vị Trí 1 Ủy Viên Hội Đồng Vị Trí 5
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Mục 3: Một bản sao của Lệnh Hủy Bỏ, được đính kèm theo Nghị Quyết này và trở thành một phần của Nghị Quyết số 2017-06, sẽ được niêm yết vào Ngày Bầu Cử tại địa điểm bỏ phiếu sau đây, mà lẽ ra được sử dụng trong cuộc bầu cử:

ĐỊA ĐIỂM BỎ PHIẾU
Tomball City Hall
401 Market Street
Houston, Texas 77375

ĐƯỢC CHẤP THUẬN VÀ THÔNG QUA hôm nay ngày 6 tháng Ba, 2017.

Gretchen Fagan, Thị Trưởng
Thành Phố Tomball

CHỨNG THỰC:

Doris Speer, Bí Thư Thành Phố
Thành Phố Tomball

決議案編號2017-06

一德克薩斯州，TOMBALL市決議案，取消一般市府官員應於2017年5月6日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情

特此由德克薩斯州，TOMBALL市決議:

第1條:

茲此命令計畫在德克薩斯州，TOMBALL市2017年5月6日舉行的選舉，在該選舉應由本市合乎資格選民選出下列官職，根據德克薩斯州選舉法2.053(a)節該選舉已取消。

席位: 委員席位 1
 委員席位 5

第2條: 下列候選人已被證實為無競爭對手當選候選人:

<u>候選人</u>	<u>當選職位</u>
John F. Ford	委員席位 1
Lori Klein Quinn	委員席位 5

第3條: 本取消令命令副本，在此附上以及成為決議案編號2017-06的一部分，將於選舉日張貼在在下列可能啟用的投票場所。

投票場所
Tomball市政廳
401 Market Street
Tomball, Texas 77375

在2017年3月6日通過，批准及決議。

Gretchen Fagan市長
Tomall市

此證:

Doris Speer, 市秘書
Tomall市

ORDER OF CANCELLATION
(ORDEN DE CANCELACIÓN)
Đơn đặt hàng của CANCELLATION
取消命令

The City of Tomball, Texas hereby cancels the election scheduled to be held on May 6, 2017 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

(El Ciudad de Tomball por la presente cancela la elección que, de lo contrario se hubiera celebrado el 6 de mayo de 2017 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se halla indicado a continuación:)

[The thành phố Tomball, Texas hướng hủy bỏ cuộc bầu cử dự kiến sẽ được tổ chức vào ngày 6 tháng năm 2017 phù hợp với phần 2.053(a) của luật bầu cử Texas. Các ứng cử viên sau đã chứng nhận là mà và hướng được bầu làm như sau]:

(市Tomball, 得克薩斯特此取消預定的競選舉行2017年5月6日符合第2.053部分(a)得克薩斯競選代碼。以下候選人被證明了作為不受反對和特此被選舉如下):

Candidate (*Candidato*) [Ứng cử viên]

(候選人; 應試者, 攻讀學位者; 候補者; 求職應徵者)

John F. Ford

Lori Klein Quinn

Office Sought (*Cargo al que presenta candidatura*)

[Văn phòng tìm kiếm con dấu]

(被尋找的辦公室)

Council Position 1 (*Concejal Posición 1*)

[hội đồng vị trí 1] (委員會位置1)

Council Position 5 (*Concejal Posición 5*)

[hội đồng vị trí 5] (委員會位置5)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

(El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.)

[A bản sao của lệnh này sẽ được đăng trên ngày bầu cử tại mỗi địa điểm phòng phiếu nào đã được sử dụng trong cuộc bầu cử.] (這秩序的拷貝在選舉日將被張貼在用於競選的每個投票所。)

Mayor (*Alcalde*) (*Chữ ký của Thị Trưởng*) (市長簽名)

Secretary (*Secretaria*) [Bí thư] (秘書)

(seal) (*sello*) [con dấu] (封印)

Date of Adoption (*Fecha de Adopción*) [ngày nhận con nuôi]

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Adopt, on First Reading, Ordinance No. 2017-04, an Ordinance Altering the *Prima Facie* Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, or Parts Thereof, within the Corporate Limits of The City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of this Ordinance

Background:

In February 2017, staff was contacted by Concordia Lutheran High School to express concerns regarding the posted speed limits along Timkin Road. The basis for the concerns was that the street did not have an established school zone for their property located on the south side of Timkin.

Staff conducted an engineering and traffic study, which has warranted certain revisions to the posted speed limits along sections of Timkin Road.

The recommended revisions include the following speed zone:

Timkin Road, a school speed zone, from Ash Street east to Blackshear Street, 20 MPH when flashing

Once adopted, staff anticipates the new speed limits to be posted within 60 days, pending the delivery of the school zone flashing light.

Origination:

Public Works Department

Recommendation:

Adopt Ordinance Number 2017-04 on first reading.

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

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

Ordinance No. 2017-04

ORDINANCE NO. 2017-04

AN ORDINANCE ALTERING THE *PRIMA FACIE* SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TOMBALL AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE IN AN AMOUNT NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR THE VIOLATION OF THIS ORDINANCE.

* * * * *

WHEREAS, §545.356, Texas Transportation Code, provides that, whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, any *prima facie* speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe *prima facie* speed limit thereat or there on by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following *prima facie* speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along Timkin Road, a school zone from Ash Street to 1,710.0 feet east to Blackshear Street, a distance of approximately 0.300 miles, 20 MPH when flashing.

Section 2. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in any sum not more than Two Hundred Dollars (\$200.00).

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 6TH DAY OF MARCH 2017.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 20TH DAY OF MARCH 2017.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Approve Request by Tomball United Methodist Church for City Support and In-Kind Services to Host a Free Community Easter Egg Hunt at the Tomball Depot, to be Held on Saturday, April 15, 2017

Background:

Tomball United Methodist Church is interested in hosting a free community Easter egg hunt at the Tomball Depot on Saturday, April 15, 2017. They are requesting in kind services.

The goal of this event is to promote intentional family time, provide a fun, safe activity for the children of Tomball, and to fulfil our church vision of "Loving Others". The event would include the following activities:

- A 20,000 egg Easter egg hunt
- 2 large bounce houses or inflatables (run by generators)
- Various craft activities and games
- Free sealed bottles of water and juice boxes
- A DJ to play family appropriate music during the event (a playlist can be made available for review upon request)
- A meet and greet with the Easter Bunny with opportunities for pictures
- We would like hand out water and giveaways near the fountains.

In order for this event to be a success, we will need the assistance from the following city departments:

Street blockades will help secure the area for the children and their families that will be attending the event.

Trash pickup at the Depot would be needed following the event.
Electricity for the DJ

We plan on having a registered nurse on site at a clearly marked medical tent. She will be available to handle minor issues – scrapes, cuts, etc.

Officer presence from Tomball Police Department – expected attendance for this event is 2,000 people.

We will be advertising the event throughout Tomball United Methodist Church, various day schools in the area, and in TISD Wednesday folders. We are preparing for 2,000 children to be in attendance.

Origination:

Denise Fiore

Recommendation:

Approve

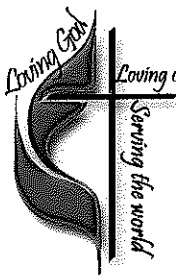
Party(ies) responsible for placing this item on agenda:

Denise Fiore

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

ATTACHMENTS:

Tomball United Methodist Easter Egg Hunt Proposal
In Kind Services



TOMBALL UNITED METHODIST CHURCH

Community Easter Egg Hunt Proposal

Rev. Russell Hall
Senior Pastor
russellhall@tomballumc.org

Rev. Rebecca Jones
Associate Pastor
rebecca.jones@tomballumc.org

Collin Powell
Pastoral Intern
collin.powell@tomballumc.org

Andrew Parsons
Youth Director
andrew.parsons@tomballumc.org

Summer Schiel
Children's Director
summer.schiel@tomballumc.org

Lynn Brewer
Director of Traditional Worship
mike.welch@tomballumc.org

Chris Montes
Worship Leader
chrismontes@me.com

Barbara Sorensen
Communications Coordinator
barbara.sorensen@tomballumc.org

Pam McKinney
Financial Secretary
pam.mckinney@tomballumc.org

Cindy Whitehead
Receptionist
cindy.whitehead@tomballumc.org

Carrie Gracey
Director of SWDS
carrie@swdayschool.com

Meagan Bufkin
Assistant Director of SWDS
meagan.bufkin@gmail.com

Barbee Jones
Wedding Coordinator
barbee_bradbury@hotmail.com

Brent Saathoff
Lead Custodian
brent.saathoff@tomballumc.org

Community events for children and their families are important to the people of Tomball United Methodist Church. We are interested in hosting a free community Easter egg hunt at the Tomball Depot on Saturday, April 15, 2017 from 2:00 PM – 4:00 PM. This event would be for families and their children, specifically children ages 1 through 12 years old, with an expected attendance of 2,500 people. The goal of this event is to promote intentional family time, provide a fun, safe activity for the children of Tomball, and to fulfil our church vision of "Loving Others". The event would include the following activities:

- A 20,000 egg Easter egg hunt
- 3 large bounce houses or inflatables
- Various craft activities and games
- Free sealed bottles of water

- A DJ to play family appropriate music during the event (a playlist can be made available for review upon request)

- A meet and greet with the Easter Bunny with opportunities for pictures

The games and crafts would take place on the concrete pad and grassy area at the Depot. Bounce houses and games would be located near the restrooms and in the grassy field. We would like to utilize the area around the Depot and Gazebo for the Easter egg hunts. We would like hand out water and giveaways near the fountains.

In order for this event to be a success, we will need the assistance from the following city departments:

- Street blockades will help secure the area for the children and their families that will be attending the event.

- Trash pickup at the Depot would be needed following the event.

- Electricity for the DJ

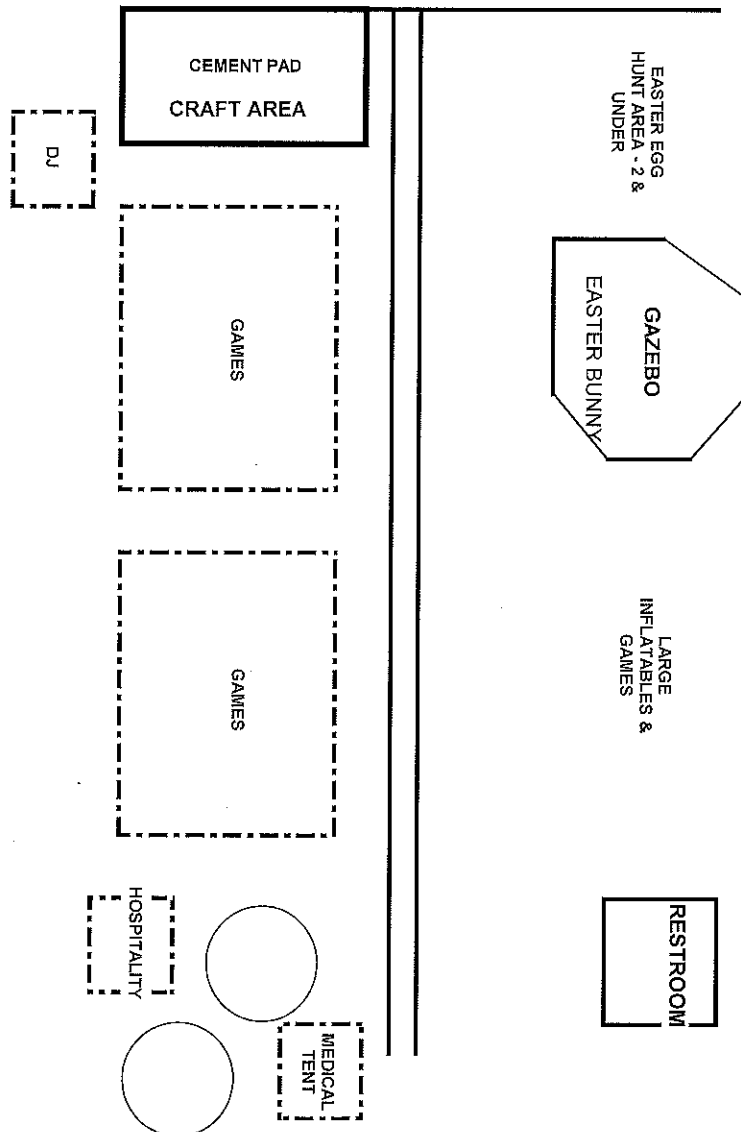
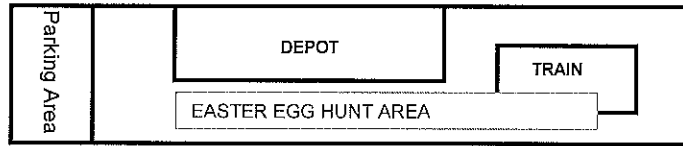
- EMS will be needed in addition to our medical plan. We plan on having a registered nurse on site at a clearly marked medical tent. She will be available to handle minor issues – scrapes, cuts, etc.

- Officer presence from Tomball Police Department – expected attendance for this event is 2,500 people.

We will be advertising the event throughout Tomball United Methodist Church, various day schools in the area, and in TISD Wednesday folders. We are planning for an event with an attendance of 1,200 children.

Thank you for considering our proposal. We look forward to working with the city of Tomball to help bring another fun, safe family event to our city.

Summer Schiel
Director of Children's Ministry
Tomball United Methodist Church
281-351-1249
summer.schiel@tomballumc.org
<http://www.tomballumc.org>



Additional information concerning Festivals at the Depot

The cost for City resources is approximately \$651.00

This is the breakdown:

Public Works	\$351.00
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Fire Dept.	\$300.00
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Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Approve Request by Tomball Rotary Club for City Support and In-Kind Services for Their Annual Fish Fry at the Tomball Depot, to be Held on Saturday, April 22, 2017

Background:

The Rotary would like to ask for in kind services for their annual fish fry that benefits the Tomball area on Saturday, April 22, 2017.

The money raised will benefit the following:

Tomagwa
Families Feeding Families
Tomball Pregnancy Center
Love 146.

Origination:

Denise Fiore

Recommendation:

Approve

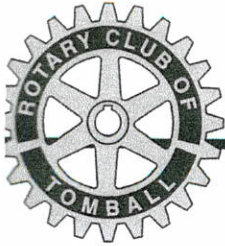
Party(ies) responsible for placing this item on agenda:

Denise Fiore

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

ATTACHMENTS:

Rotary Proposal
In Kind Services



Rotary Club of Tomball

P.O. Box 594, Tomball, Texas 77377-0594, USA

February 1, 2017

To: Tomball City Council

Re: Tomball Rotary Annual Fish Fry

Dear City Council Members:

We are planning for our annual Fish Fry to be held on Saturday, April 22, 2017 from 4:00 PM to 8:00 PM. Proceeds from the event will be used to benefit the Tomball community in several areas including:

- *Scholarships to local high school students as part of our Student of the Month program
- *Various charities, such as: Tomagwa, Families Feeding Families, Tomball Pregnancy Center, Love 146
- *Endowment to sustain scholarship programs and support future community projects

We are requesting the following support from the city of Tomball:

1. To use The Depot as our location for the event
- 2 .Provide barricades for Elm, Walnut, Market and Fannin streets
3. Trash receptacles and trash pick-up
4. Use of available electrical outlets
5. Waive The Depot rental fee

We will rent 4 tents for the event, establish a sanitizing area for the cookers, obtain appropriate food service license, provide tables and chairs, and pay for two Tomball Police Officers for security. Of course any other needs as necessary will be addressed by us.

We appreciate the opportunity to use The Depot for this year's event. Last year we had a very successful fund raiser and hope to continue to use this fantastic venue.

Thank you for all your support!

Sincerely,

Robert Schumacher, President

Rotary Club of Tomball



SPECIAL EVENT APPLICATION

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

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

Date: _____ Is this event Co-City sponsored? Yes ___ No ___

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

Festival ___ Community Event ☒ Arts & Crafts Event ___ Music Event ___ Other (specify) ___

1. Event title: 48th Annual Fish Fry
2. Sponsoring entity: Tomball Rotary Club
3. Is this organization based in Tomball: Yes ☒ No ___ Tax ID # 27-4719115
4. Is this organization non-profit ☒ or for-profit ___ *Attach 501 (c) (3) tax exemption if applicable
5. Contact: Bob Schumacher Phone: 281-370-1298
6. Contact address: 1218 Arden Forest Drive, Spring, TX 77379
7. Contact email: Bobs1759@aol.com
8. Event date: April 22, 2017
9. Event times: Start 4:00 PM Finish 8:00 PM Set-up Friday Breakdown Sunday
10. Is this event for charity? Yes ☒ No ___
11. If yes, what charity? Tomball Rotary Tax ID _____
12. If yes, what percentage of net proceeds will be donated to the charity? 100%
13. On-site contact: Rob Greening Mobile Phone: 281-684-1994
14. Estimated number of attendees: 800-1000
15. Detailed site map in attached: Yes ☒ No ___
16. Is this event open to the public: Yes ☒ No ___
17. Admission fee: \$ _____ Free ☒
18. Time at which event staff will begin to arrive: Saturday morning
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial RSO
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial RSO
21. Name of insurance carrier: Rotary International

Signature: Robert Schumacher

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

Additional information concerning Festivals at the Depot

The cost for City resources is approximately \$651.00

This is the breakdown:

Public Works	\$351.00
--------------	----------

Fire Dept.	\$300.00
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Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Presentation by HMW Special Utility District, Requesting Consideration by Council to Authorize City Staff and HMW Staff to Prepare an Agreement Allowing for the Creation of a Water Interconnect and Sale of Wholesale Water to the Red Oak Terrace and McKinney Place Subdivisions

Background:

This is a presentation by HMW Special Utility District requesting consideration by Council to authorize City Staff and HMW Staff to prepare an agreement allowing for the creation of a water interconnect and sale of wholesale water to the Red Oak Terrace and McKinney Place Subdivisions.

The Red Oak Terrace and McKinney Place Subdivisions consist of approximately 50 homes that are surrounded completely by the City of Tomball. Their water service is provided by HMW SUD, a not-for-profit water provider that operates an aging (20+ years old) water well with ground storage tanks in the area. As a means of providing cost-effective fresh water to the residents of Red Oak Terrace and McKinney Place, HMW SUD is requesting that Council direct City Staff to continue working with HMW SUD to develop a mutually beneficial agreement that may be brought back to Council at a later date for approval.

Origination:

Public Works

Recommendation:

Direct City Staff to move forward with preparing agreement with HMW SUD, if Council is comfortable with the idea of establishing and interconnect and providing wholesale water.

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

David Equivel and Rob Hauck

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

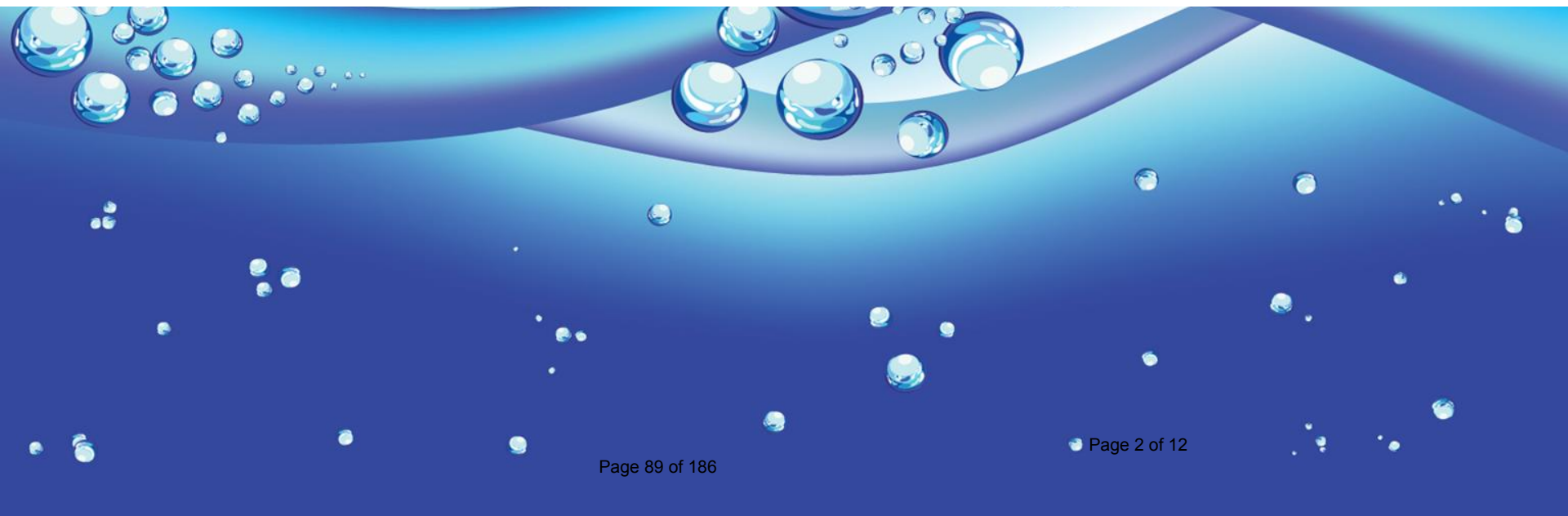
ATTACHMENTS:

HMW Presentation

HMW Special Utility District Red Oak Terrace

Presentation to Tomball City Council

March 6, 2017





HMW Special Utility District

- Not for Profit Water Provider
- Elected Board of Directors
- 34 Water Systems
- 41 Water Plants
- 3 Interconnects
- 2880 Connections in Montgomery County
- 1440 Connections in Harris County
- Water plants and systems are operated and maintained by HMW staff who are TCEQ certified operators

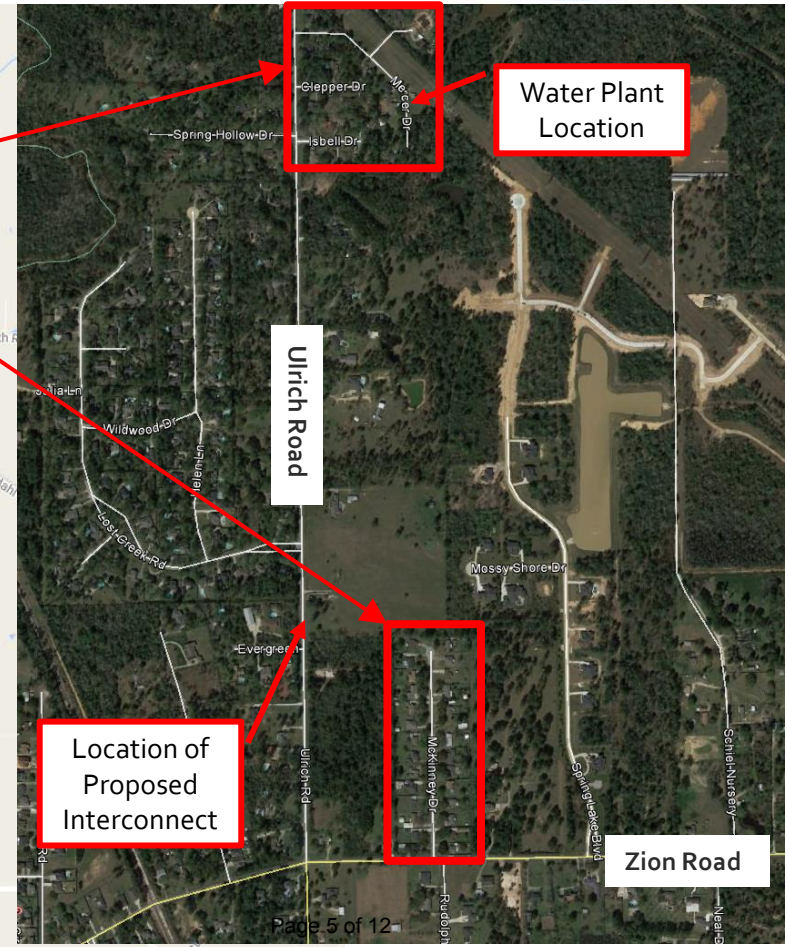
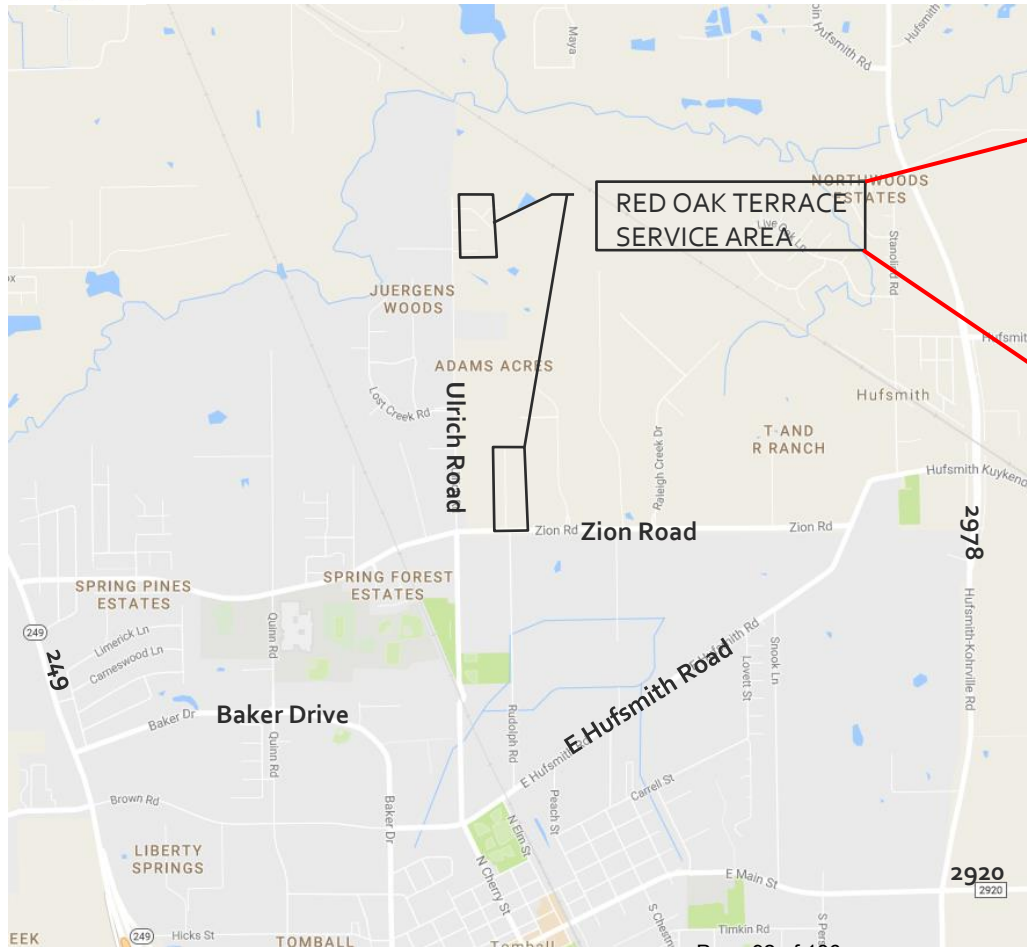


Interconnect Proposal

- What: HMW SUD would like to have an interconnect with the City of Tomball to provide residential water service to the Red Oak Terrace and McKinney Place Subdivisions.
- Why: HMW's Red Oak Terrace water system infrastructure is ~20 years old. An interconnect is a faster and more cost effective option than replacement.
- When: The infrastructure will need to be replaced or decommissioned within 4-6 months.
- How: HMW would pay for and manage construction and maintenance.
- Advantages: Long term source of revenue for the City of Tomball at an agreed rate per 1,000 gallons with no obligation beyond the connection point; local community goodwill.



Red Oak Terrace

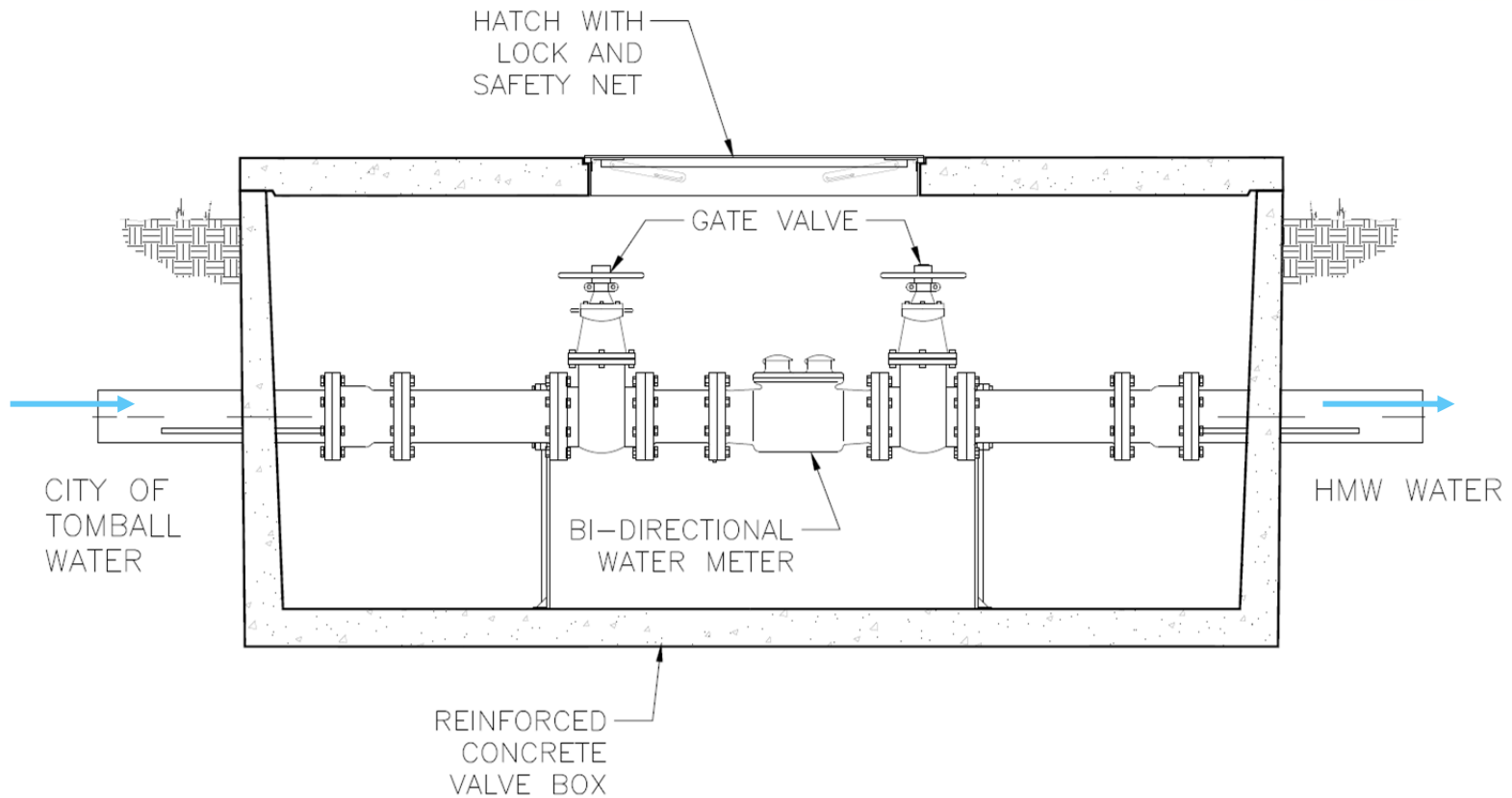




- Water System Components: Water well, ground storage tank, chlorine building, pump house, pressure tank, water lines, interconnect; ability to serve 94 equivalent single family connections at 85% capacity
- Interconnect: Connection between two water systems



Interconnect Components



Interconnect Components: One-way flow of water; Gate valves on both sides of the meter; Reinforced Concrete Valve Box; Lockable Hatch; Water Meter and Backflow Preventer to City Standards



Red Oak Terrace Water System

By the Numbers

- Current Service Connections:
 - 5/8-inch connections: 53
 - 1-inch connections: 2
- 2016 Pumpage: 3,794,000 gallons
 - Average of 5,750 gal/month/connection
- 2015 Pumpage: 4,159,000 gallons
 - Average of 6,301 gal/month/connection



Other Considerations

- Source of revenue for the City of Tomball at an agreed rate per 1,000 gallons
- TCEQ encourages interconnects to reduce the number of groundwater wells
- Residents use less water than the average consumer
- Local community goodwill with residents who go to Tomball schools and churches and shop in the City of Tomball



Discussions with City Staff

- Plenty of City system capacity for the need
- The meter vault would contain a backflow preventer and be constructed to City specifications
- No City obligation beyond the meter
- HMW will perform annual Lead and Copper testing per City SOP
- Communication between operations staff will be maintained to ensure system standards
- If approved, further discussion with City Staff will occur to finalize details



Moving Forward with HMW

- HMW seeks a water purchase agreement that includes:
 - Agreed, renewable terms that establish a long term business relationship
 - City approval of plans for the interconnect structure
 - HMW's payment for the new facilities
 - Agreement to assign areas of maintenance responsibility for each party
 - Compliance with all state and local requirements
 - Agreed pricing that benefits both parties

Thank You



Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Consideration and possible action to approve, as a project of the Corporation, an agreement with Epic International, LLC to make direct incentives to, or expenditures for, the relocation of its corporate headquarters facility to 21227 Hufsmith-Kohrville Road, Bldg.C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$37,500.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its special joint meeting on February 7, 2017, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Epic International, LLC for the relocation and development of its operations. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approve, as a Project of the Corporation, the Performance Agreement with Epic International, LLC.

Funding:

Yes

Account Number:Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

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

Cover Memo

Request Letter

Economic Impact Analysis

Draft Performance Agreement



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: March 6, 2017

SUBJECT: Epic International LLC Performance Agreement

The TEDC has received a request from Gordon Mishler, President of Epic International LLC, for assistance with the relocation of the company's corporate headquarters to Tomball. Epic International, LLC provides parts, service, and repair of industrial engines, pumps and compressors to a variety of industries from oil and gas to manufacturing to textile production.

The company has been in business since 2015 and currently employs 70 people in multiple locations around the country; including 18 in the Houston area. The company is currently located in a leased facility on FM 529 in Houston and the lease is up in July 2017. As such, Epic International is evaluating relocation opportunities. The company is looking to relocate its corporate headquarters, repair facility, and warehousing operations and is considering leasing an 11,375-sq. ft. building located at 21227 Hufsmith-Kohrville Road (adjacent to the Tomball Business & Technology Park).

The company anticipates that it would enter into a 5-year lease of the building. The building is currently a shell and will require the build out of approximately 4,000 sq. ft. of office space as well as the installation of a 10-ton overhead crane in order to support the company's operations. In conjunction with the relocation, Epic International will be moving 18 full-time employees to Tomball and plans to hire an additional 7 employees within the first two years. Epic International also plans to add various machine tools, such as a cnc lathe and cnc mill. The company has indicated that it will utilize local suppliers for weld supplies, bin stock (nuts, bolts, washers, etc.), and local machine shops.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$39,803.00. The proposed incentive is based upon \$1,500 per job, not to exceed \$37,500.00. The anticipated rate of return on the incentive over 5 years is 21.2%.

February 1, 2017

Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Dear Kelly,

The purpose of this letter is to request Tomball Economic Development Corporation consider grant funding assistance for our planned improvements to a lease we are considering in the Tomball Industrial Park on Hufsmith-Kohrville Road.

Epic International has been in business since June, 2015. Our NAICS code is 811310. Our primary business is providing parts, service, and repair of large engines and compressors in the oil and gas industry and centrifugal air compressors in the industrial market. Our customers include major natural gas pipeline customers such as Kinder Morgan, Energy Transfer, Boardwalk Pipeline, and Anadarko Petroleum; oil companies such as ExxonMobil; and industrial companies such as Ford Motor Co, Linde AG, and Anheuser Busch.

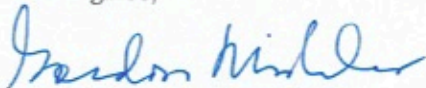
The company is privately owned by Pelican Energy Partners and the management team. The management team includes Paul DeWeese (CEO), Blake Murree (CFO), and Gordon Mishler (President). All three live in the area (Cypress, Magnolia, and Klein respectively).

We currently lease a facility on FM 529 in Houston. We also have a lease facility in Ponca City, OK and own a facility in Mayfield, KY. Our Houston lease expires in June, 2017. We will be moving all of our entire Houston team of 18 full-time employees, inventory, and machine tools. We are currently reviewing our options for new lease facilities in the northwest Houston area. We are interested in leasing an 11,375 sq ft facility in the Tomball Industrial Park (1.4131 acres of land in the Elizabeth Smith Survey, Abstract No. 70, Harris County, TX) from Darren Alexander Realty Enterprises LLC. The existing building, built in 2016, is currently an empty shell. Our plans are to have the landlord build approximately 4000 sq ft of offices to our specification within the building. We currently estimate that the cost of the build-out to be \$260,000 which will be paid as part of our lease payments. In addition, we will install a 10 Ton overhead crane at a cost of \$100,000. This too will be paid as part of our lease payments. Our total budget for improvements, signage, and moving expenses is \$400,000.

In year two, we plan to install a CNC lathe at a cost of \$150,000 and in year three, a CNC mill at a cost of \$150,000. We anticipate that we will continue to make annual investments of \$25,000 for new tooling and equipment.

We respectfully request that you consider Epic International for available grant funding, tax abatements, and any other assistance options you may have available. We look forward to relocating to Tomball!

Best regards,



Gordon Mishler
President



EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF EPIC INTERNATIONAL IN TOMBALL, TX

February 3, 2017

Prepared by:

Tomball Economic Development Corporation

29201 Quinn Rd., Suite B

Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

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

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

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

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



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Economic Impact Overview..... 4

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Fiscal Impact

Fiscal Impact Overview..... 7

Impact from Project and Workers..... 8

Public Support

Non-Tax Incentives..... 10

Methodology

Overview of Methodology 12

About Impact DataSource..... 13

Introduction

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

Description of the Project

Epic is looking to relocate its corporate headquarters, repair facility, and warehousing operations from its current facility at 13720 FM 529 Suite 200, Houston, TX 77041. Epic is considering relocating to a 11,375-sq. ft. building located at 21227 Hufsmith-Kohrville Rd in the Tomball Industrial Park (at the corner of Spell Rd). The company anticipates that it would enter into a 5-year lease of the building. The building is currently a shell and will require the build out of approximately 4,000 sq. ft. of office space within the building. In addition, a 10-ton overhead crane will be installed. During the course of the lease, the company will add various machine tools, such as a cnc lathe and cnc mill. Epic will utilize local suppliers for weld supplies, bin stock (nuts, bolts, washers, etc.), and local machine shops.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 25.0 workers directly employed by the Project will earn approximately \$71,000 per year on average over the next 10 years. This direct activity will support 9.2 indirect and induced workers in the community earning \$39,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$20.8 million over the next 10 years.

On average, the Project will generate \$3.4 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$1.4 million in economic output per year as a result of the Project. In total, the Project will support \$4.8 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$3.3 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	25.0	9.2	34.2
Salaries to be paid to direct, indirect, and induced workers	\$17,338,295	\$3,465,926	\$20,804,221
Economic output generated by direct, indirect, and induced activity	\$33,810,386	\$13,943,403	\$47,753,789
Taxable sales and purchases expected in the City	\$3,121,840	\$173,296	\$3,295,137

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

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.5	0.2	0.7
Number of new residents in the City	1.3	0.5	1.8
Number of new residential properties to be built in the City	0.0	0.0	0.0
Number of new students expected to attend local school district	0.3	0.1	0.4

The Project is estimated to support an average of approximately \$0.6 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

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

Year	New Residential Property	The Project's Property				Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories		
1	\$0	\$0	\$260,000	\$140,000	\$50,000	\$450,000	\$450,000
2	\$0	\$0	\$265,200	\$276,000	\$51,000	\$592,200	\$592,200
3	\$0	\$0	\$270,504	\$397,000	\$52,020	\$719,524	\$719,524
4	\$0	\$0	\$275,914	\$378,000	\$53,060	\$706,974	\$706,974
5	\$0	\$0	\$281,432	\$356,500	\$54,122	\$692,054	\$692,054
6	\$0	\$0	\$287,061	\$307,500	\$55,204	\$649,765	\$649,765
7	\$0	\$0	\$292,802	\$258,500	\$56,308	\$607,610	\$607,610
8	\$0	\$0	\$298,658	\$209,500	\$57,434	\$565,593	\$565,593
9	\$0	\$0	\$304,631	\$160,500	\$58,583	\$523,714	\$523,714
10	\$0	\$0	\$310,724	\$125,500	\$59,755	\$495,979	\$495,979

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

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

Temporary Construction Impact

The Project will include an initial period of construction where \$0.3 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

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

	Amount
Total construction expenditure	\$260,000
Materials	\$130,000
Labor	\$130,000
Temporary Construction Workers Supported (Average Earnings = \$51,300)	2.5

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

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

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	2.5	1.9	4.4
Salaries to be paid to direct, indirect, and induced workers	\$130,000	\$67,912	\$197,912
Revenues or sales for businesses related to construction	\$260,000	\$230,776	\$490,776

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

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

Table 6. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$130,000
Percent of Materials subject to local tax	50.0%
<u>Subtotal Taxable Materials</u>	<u>\$65,000</u>
Expenditure for Labor / Paid to construction workers	\$130,000
Percent of gross earnings spent on taxable goods and services	25.0%
Percent of taxable spending done locally	20.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$6,500</u>
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$140,000
Percent of FF&E subject to local tax	20.0%
<u>Subtotal Taxable FF&E Purchases</u>	<u>\$28,000</u>
Total Construction-Related Taxable Spending	\$99,500

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

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$85,600 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

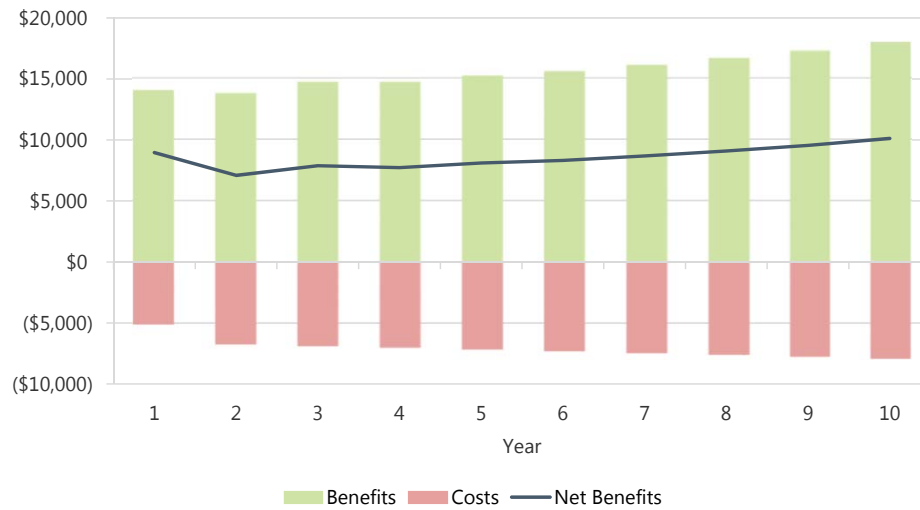
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$65,903
Property Taxes - Project	\$20,499
Property Taxes - New Residential	\$0
Utility Revenue	\$38,076
Utility Franchise Fees	\$5,595
Building Permits and Fees	\$1,410
Hotel Occupancy Taxes	\$9,702
Miscellaneous Taxes & User Fees	\$14,987
<u>Subtotal Benefits</u>	<u>\$156,172</u>
Cost of Providing Municipal Services	(\$30,598)
Cost of Providing Utility Services	(\$39,979)
<u>Subtotal Costs</u>	<u>(\$70,577)</u>
Net Benefits	\$85,594
<i>Present Value (5% discount rate)</i>	<i>\$65,435</i>

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

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$14,052	(\$5,083)	\$8,969	\$8,969
2	\$13,815	(\$6,714)	\$7,101	\$16,070
3	\$14,739	(\$6,848)	\$7,890	\$23,960
4	\$14,721	(\$6,985)	\$7,735	\$31,695
5	\$15,233	(\$7,125)	\$8,108	\$39,803
6	\$15,593	(\$7,268)	\$8,326	\$48,129
7	\$16,100	(\$7,413)	\$8,687	\$56,816
8	\$16,658	(\$7,561)	\$9,097	\$65,913
9	\$17,270	(\$7,712)	\$9,558	\$75,471
10	\$17,991	(\$7,867)	\$10,124	\$85,594
Total	\$156,172	(\$70,577)	\$85,594	

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



Impact from Project and Workers

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

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

	The Project	Workers	Total
Sales Taxes	\$45,099	\$20,804	\$65,903
Real Property Taxes	\$9,721	\$0	\$9,721
FF&E Property Taxes	\$8,909	\$0	\$8,909
Inventory Property Taxes	\$1,869	\$0	\$1,869
New Residential Property Taxes	\$0	\$0	\$0
Utility Revenue	\$27,028	\$11,048	\$38,076
Utility Franchise Fees	\$4,870	\$724	\$5,595
Building Permits and Fees	\$1,410	\$0	\$1,410
Hotel Occupancy Taxes	\$9,702	\$0	\$9,702
Miscellaneous Taxes & User Fees	\$12,270	\$2,717	\$14,987
Subtotal Benefits	\$120,878	\$35,293	\$156,172
Cost of Providing Municipal Services	(\$25,074)	(\$5,524)	(\$30,598)
Cost of Providing Utility Services	(\$28,379)	(\$11,600)	(\$39,979)
Subtotal Costs	(\$53,453)	(\$17,124)	(\$70,577)
Net Benefits	\$67,425	\$18,169	\$85,594
<i>Percent of Total Net Benefits</i>	<i>78.8%</i>	<i>21.2%</i>	

Non-Tax Incentives

The Tomball EDC is considering the following non-tax incentives for the Project.

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	\$0
2	\$37,500
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$37,500

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

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

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

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

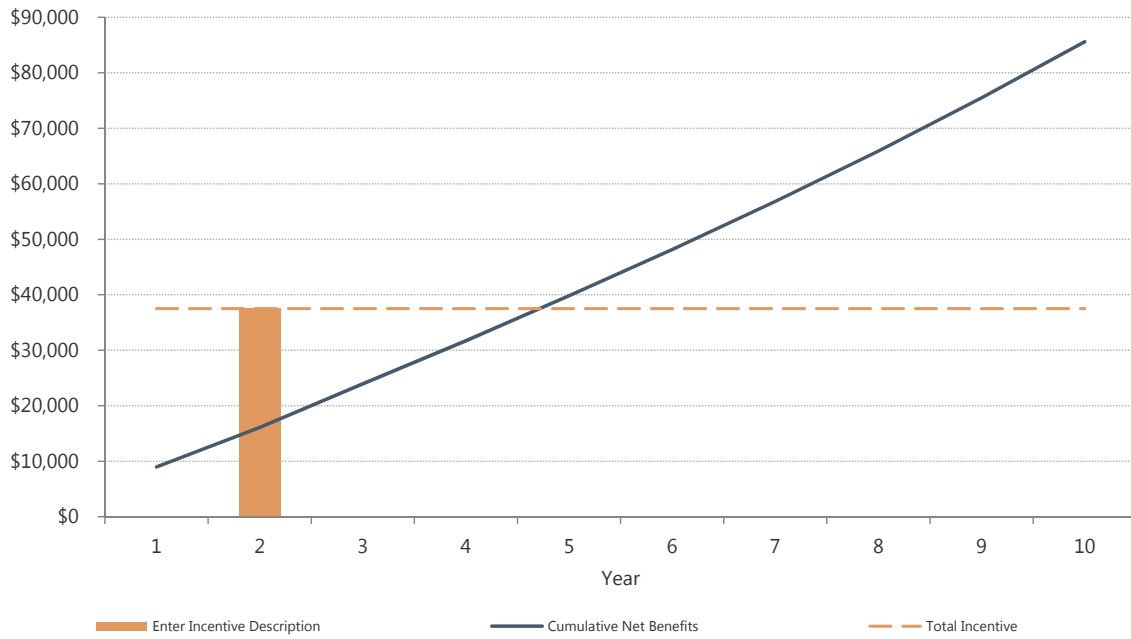
Table 15. Analysis of Incentives

Total Non-Tax Incentive	\$37,500
Incentive Per Job	\$1,500
Rate of Return - 5 Years	21.2%
Rate of Return - 10 Years	22.8%
Payback period (years)	4.7

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

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

Figure 2. Incentives Under Consideration



Overview of Methodology

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

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

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

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

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

811300 Commercial and industrial machinery and equipment repair and maintainer	City	County
Employment Multiplier (Type II Direct Effect)	1.3675	1.7307
Earnings Multiplier (Type II Direct Effect)	1.1999	1.3974

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

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

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

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

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

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

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

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

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

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

About Impact DataSource

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

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **Epic International, LLC** (the “Company”), 13720 FM 529, Suite 200, Houston, TX 77041.

WITNESSETH:

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

WHEREAS, the Company proposes to lease an 11,375 square foot existing building located in the Tomball Industrial Park at 21227 Hufsmith-Kohrville Road, Bldg. C, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 13720 FM 529 Suite 200, Houston, TX 77041, proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to expend funds to make capital improvements (the “Improvements”), generally described in Exhibit “B,” attached hereto and made a part hereof, as are necessary to an existing 11,375 square foot lease space; and

WHEREAS, the Company also proposes to move eighteen (18) full-time employees to the Property and to create seven (7) new jobs in Tomball in conjunction with the relocation of its business operations to the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) to assist in the construction of the Improvements, the relocation of eighteen (18) employees, and the creation of seven (7) new full-time jobs at the Property; and

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

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be suitable for the relocation of the corporate headquarters to the property, to promote and develop new business enterprises on the Property, and in furtherance of the creation and retention of primary jobs;

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

1.

Except as provided by paragraph 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain twenty-five (25) employees on the Property.

2.

The construction of the Improvements, the relocation of eighteen (18) employees, the creation of seven (7) new jobs, and the obtaining of all necessary occupancy permits from the

City must occur within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Thirty-Seven Thousand Five Hundred Dollars (\$37,500) to fund a portion of the cost of the Improvements, the relocation of eighteen (18) employees, and the addition of seven (7) new jobs to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof

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

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

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

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

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

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

8.

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

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

If to Company: Epic International LLC
13720 FM 529, Suite 200
Houston, TX 77041
Attn: Gordon Mishler, President

9.

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

10.

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

11.

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

12.

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

13.

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

words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2017 (the “Effective Date”).

Epic International LLC

By: _____

Name: Gordon Mishler

Title: President

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2017, by Gordon Mishler, the President of Epic International LLC, for and on behalf of said
company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2017, by _____, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Description of Property

21227 Hufsmith-Kohrville Road, Bldg. C, Tomball, Texas 77375

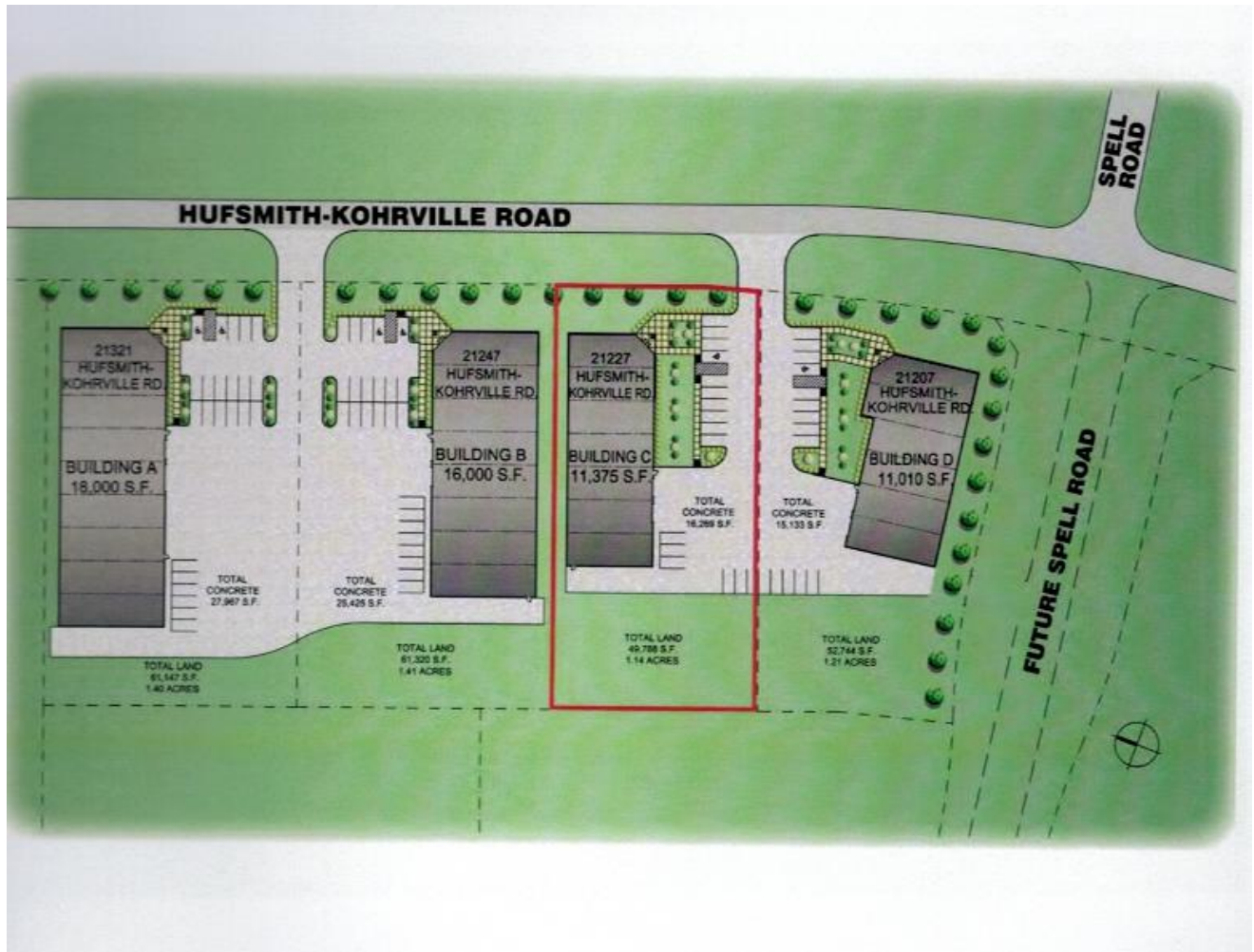


Exhibit B
Description of Improvements

- Build-out approximately 4,000 sq. ft. of office space within the building
- Install 10-ton overhead crane

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Approve RFQ No. 2017-05 for the City of Tomball Utility Rate Study and Authorization to Execute a contract for Services to Willdan Financial Services, in the Amount of \$55,000.00

Background:

Staff sought Request for Qualifications in order to select a firm to perform a utility rate study on services provided by the City. A total of five (5) RFQ's were submitted to staff for consideration; reviews were completed by a total of eight (8) individuals including four (4) customers receiving utility services and four (4) staff members. Willdan Financial Services ranked the highest out of all submittals by each reviewer.

Staff has met with Willdan Financial Services and feel that their company is more than qualified to complete the scope of work requested. Staff recommends executing an Agreement for Professional Services with Willdan Financial Services to conduct a Utility Rate Study in the amount of \$55,000.00.

Origination:

Public Works Department

Recommendation:

Staff recommends executing an Agreement for Professional Services with Willdan Financial Services to conduct a Utility Rate Study in the amount of \$55,000.00.

Funding:

Yes

Account Number:600-611-6302

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

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

PSA - Willdan Financial

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between WILLDAN FINANCIAL SERVICES ("WFS"), a corporation, and the City of Tomball, hereinafter referred to as "Client."

WHEREAS, Client desires to employ WFS to furnish ongoing professional services in connection with Water, Wastewater and Gas Rate Study, hereinafter referred to as the "Project."

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions herein contained, the parties agree as follows:

SECTION I – BASIC SERVICES

WFS shall provide to the Client the basic services described in detail in "Exhibit A," Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II – ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III – COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in "Exhibit B," Fees for Services; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half (1½) percent per month or the then-legal rate allowed.

SECTION IV – INDEMNITY; INSURANCE REQUIRED

A. **Indemnity.** WFS shall indemnify and hold harmless Client, its officers, officials, directors, employees, designated agents, and appointed volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, to the extent caused in whole or in part by the negligent acts, errors, or omissions of WFS, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of Client or Client's officers, agents, or employees.

The parties shall cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability or loss. Neither party shall have an obligation to indemnify the other party for any losses to the extent they are caused, contributed to or exacerbated by the actions or failure to act of the indemnified party, including without limitation, the failure to take actions to mitigate such losses.

B. **Insurance.** Without in any way limiting WFS' liability pursuant to the indemnification described above, WFS shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
General Liability Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate
Automobile Liability Comprehensive Automobile Liability (including owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory, \$1,000,000
Professional Liability Professional Liability Insurance	\$1,000,000 per claim and annual aggregate

SECTION V – INDEPENDENT CONTRACTOR STATUS

WFS shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

WFS may rely upon the accuracy of any documents provided to WFS by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by WFS pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), are instruments of WFS' services in respect to this Project and not products. All such documents shall be the property of WFS provided, however, that a copy of the final documents shall be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. Any modification or reuse without specific written verification and adoption by WFS for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless WFS from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate WFS for any time spent or expenses incurred by WFS in defense of any such claim, in accordance with WFS' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of WFS will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. Client further acknowledges that WFS has the unrestricted right to use the services provided pursuant to this Agreement, as well as to all instruments of service provided pursuant to this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by WFS, which are not final and which WFS does not sign. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by WFS and waives liability against WFS for their use.

WFS shall be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by Client or by Client's attorney(s), engineer(s), accountant(s), consultant(s) or employee(s) to Consultant. Client shall make no claim against WFS alleging that WFS should not have relied upon such information provided by Client to WFS.

WFS' records, documents, calculations, test information and all other instruments of service shall be kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement.

SECTION VII – SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by WFS. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WFS shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION IX – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

SECTION X – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI – ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually-acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting. The parties shall share the fees of the neutral equally.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the neutral) if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion, as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

SECTION XIII – RECORDS

Records of WFS’ direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WFS’ records will be available for examination and audit if and as required.

SECTION XIV – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of Texas.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. WFS' waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, as of the day and year first above written.

WILLDAN FINANCIAL SERVICES

CITY OF TOMBALL

By: _____

Dan Jackson

Title: Vice President

Address: 5500 Democracy Drive, Suite 130

Tomball, Texas 75024

By: _____

Printed Name: _____

Title: _____

Address: 501 James Street

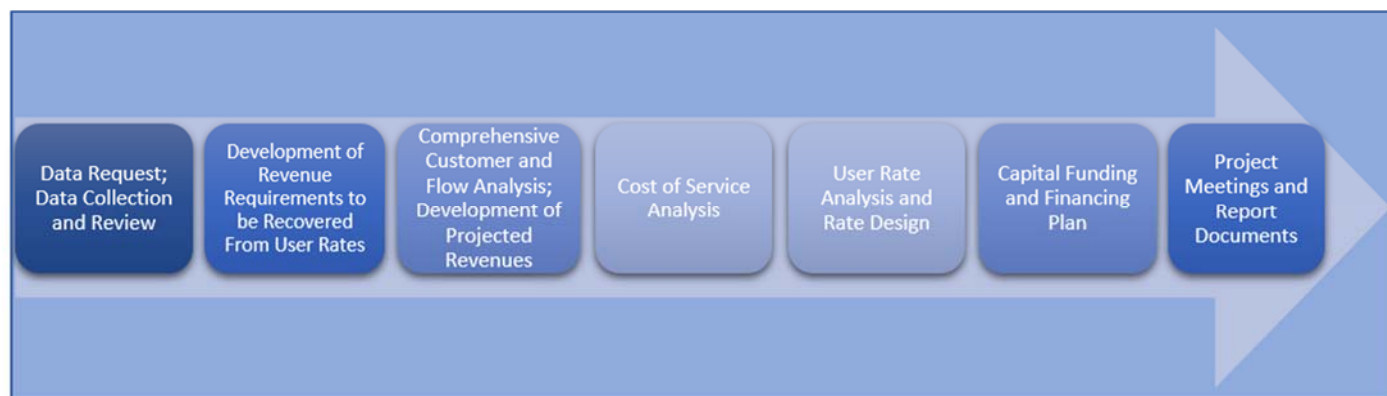
Tomball, Texas 77375

Exhibit A

Scope of Services Part 2 - Proposed Project Work Plan

Study Tasks / Method of Approach

The remainder of this section presents our approach to performing the major tasks required to successfully complete the tasks outlined in this water, gas and wastewater rate study and long-term financial plan.



Task I: Project Kick-off, Data Acquisition and Assessment

The project team will meet with City staff at the outset of this project. The purpose of this meeting will be to discuss study goals and objectives, review requirements for completing each task, establish responsibilities and lines of communication, and refine the work plan and schedule. We have found in our prior studies that these meetings are extraordinarily beneficial in terms of gathering required data, finalizing study objectives, and ensuring that the goals of both the project team and the City are synonymous.

Willdan will conduct a kick-off meeting with the City where stakeholder considerations and project objectives are outlined. There are two levels to this initial meeting – the first is to discuss study goals and objectives, review the scope and requirements for completing each task, establish responsibilities and lines of communication. The second major area will focus on reviewing data needs and availability, and refinement of the project work plan and schedule.

Based on our experience, it is most effective to obtain and review some portion of the City's information prior to the first meeting. We will prepare a detailed list of data requirements pertaining to the subsequent financial and consumption analysis, and submit it to the City upon receipt of a notice to proceed so that staff can begin compiling data and the project team can initiate our review of the data and develop questions for clarification and follow up.

As these studies are data intensive, and in order to remain on schedule, it is imperative that all data be provided in a timely manner and be delivered in an electronic format. This approach respects your staff's time, and ensures that we are completely prepared for a productive first meeting.

During this initial site visit the project team will tour City facilities and meet with the appropriate City staff. The project team will be available to meet with other City representatives as deemed appropriate by City staff.

The project kick-off meeting will be followed by a detailed review of data available to support the cost-of-service rate study. The data will be reviewed for completeness and to ensure a sufficient understanding of historical utility operations. The data collection and review process will be ongoing throughout the process as the need for additional information arises.

Task II: Data Review and Rate Model Development

We will review each system's 5 to 10-year financial plan assumptions for system growth, customer usage, expenditure and economy factors and other relevant information, and based on our review of the current growth projections, forecast

expenditures, capital needs, consumption trends and more, we will recommend modifications to the previous assumptions. The new projections and assumptions will be built into the financial and cost of service rate models and the scenario alternatives developed for the City. Each alternative will be evaluated for compliance with the City's ordinances, fiscal policies and level of achievement towards the fiscal objectives of the City's Utility Services.

Before variables are identified and projected into the revenue requirements, a baseline revenue and rate analysis is performed. Willdan will utilize a "cash-needs" approach, where cash needs refer to the total revenue required by the utility to meet its cash expenditures. Basic revenue requirement components of the cash-needs approach include O&M expenses, debt-service payments, contributions to specified reserves, and the cost of capital expenditures that are not debt-financed or contributed from other sources. The revenue requirements analysis will be developed for a 10-year planning period, based upon the utility's existing financial statements, to test for base year revenue sufficiency. If operating revenues are shown to be deficient, revenue adjustments will be implemented to adequately recover costs. This baseline analysis will be used as a point of reference and comparison for scenarios and analysis developed during the course of the study.

In developing reliable and accurate revenue and financial projections, it is necessary to project and analyze the impact and sensitivity of multiple and sometimes complicated variables. We will develop the revenue requirements component of the comprehensive financial plan to include operating (water supply, treatment, personnel, etc.) and non-operating (debt, depreciation, etc.) costs incurred by the water, gas and wastewater utilities.

Building from the baseline scenario generated in the previous task, we will start generating expenditure scenarios by varying operation, depreciation, capital costs, and reserve levels. We will review CIP information to determine:

1) short-term, high-priority needs; 2) annual replacement and repair schedules; and 3) available funding options for the CIP projects

Historical Billing Data Analysis. The data request document will provide instructions for the development of historical customer billing information. It is anticipated that the billing information will be provided in a format necessary to summarize all three utility system accounts and usage by customer class for a recent historical period for which audited revenues exist. The customers and usage provide the basis on which operating revenues are derived and are therefore the primary factors utilized in reviewing the user rates and charges. As such, the historical billing data provides an important basis for analyses that will be used to develop assumptions for projecting revenues under existing and/or proposed rates. Given the critical nature of this task, the Willdan Team will work closely with assigned staff members to ensure that the customer and consumption/usage/collection data is as accurate as possible.

Customer and Usage Forecast/Peak/Growth (Flow/Load) (Volume/Frequency of Collection) Projections. The utility system accounts and respective usage will be forecast for a 10-year planning period. Such projections will be developed by considering historical growth trends, peak demands, climatological patterns, local economic conditions, potential for adding/losing major utility customers, changes in customer class usage patterns over time, and experienced judgment. The forecast usage projections will be based on the projected number of utility accounts and a usage per account analysis to differentiate the historical effects of account growth and increased (decreased) average usage by customer class.

Review Utilities' Capital Improvement Program/Plan and Funding Options - (CIP). The City's existing utility system CIP will be reviewed in conjunction with conversations with City staff. The objective of such review is to gain an understanding of the types of projects scheduled; the timing associated with such projects, and associated expenditure requirements.

Develop Capital Financing Plan. Based on the findings made in the review thus far, a general financing plan will be developed to provide for the anticipated capital expenditure activities, including debt issuances, relative to the CIP. Such a financing plan will include consideration for the use of restricted and unrestricted funds, surplus operating reserves, capital recovery fees, and future rate adjustments. We propose to include a 5 to 10-year analysis of anticipated capital requirements, as well as adequate reserve funding. In reviewing the CIPs, it is necessary to know current policy on available funding sources, and the type of improvements and costs to fund through rates on a Pay-As-You-Go basis

(PAYGO) or connection fees. As such, these funding options play a role in determining the total amount of revenue required in any given year.

These options will be included within the model to allow staff the ability to optimize Pay As You Go (Acquire) and various bond and financing alternatives while minimizing shock on utility ratepayers.

Development of Customized Rate Model - The project will develop a customized computer rate model for the City which will be provided in electronic Excel format to the City at the conclusion of the study. Willdan has developed an easy to use graphical dashboard component in our financial model, which clearly identifies parameters that City staff can adjust to create and test new scenarios, while visualizing and balancing those outcomes with the impact to utility rates, operating revenues and reserve balances.

The model developed will have the capability to carefully test and evaluate financial scenarios and rate design and policy assumptions. Our team has decades of experience in utility rate modelling, and the final dashboard-driven model developed for the City will be both technically proficient and remarkably easy to understand and update. All of the items requested by the City in their RFP for the rate model are standard in the Willdan model, including each of the following:

- Model will be developed using Microsoft Excel
- Model will allow for updating of consumption by customer classification
- Model will allow for updating of operating, debt service and capital costs
- Model will include the Willdan Dashboard, a pre-defined graphical presentation of consumption, revenue and expense data as well as key financial data by scenario
- Model will integrate the revenue produced by rates with the Utility fund financial plan
- The project team will train City personnel to periodically update model cost factors and develop scenarios by rate and customer class

Task III: Benchmarking and Bill Comparison

Typical Bill Comparison. Comparisons of typical utility bills under the existing and proposed rates will be developed for each customer class under various levels of usage. The selected customer class usage levels will reflect the results of the billing analysis so as to better demonstrate rate impacts on typical customer accounts in each class. Depiction of user rates in our deliverables will be designed to promote ease of explanation to rate payers.

Benchmarking and Bill Comparison to Neighboring Utilities. A comparison will be prepared to assess the difference between the existing and proposed rates of the City with those of other comparable municipal utility systems in the same geographic region for all comparable customer classifications. **Benchmarking to Area Cities** - The City's existing and proposed rates for water and sewer will be compared to Cities of Navasota, Katy, La Grange and Sealy Texas as requested in the City's RFQ. One of the objectives of the benchmarking component will be to advise the City on the potential impact that proposed rates could have on the ability of the City to attract and retain retail and commercial businesses.

Task IV: Determine Revenue Requirements

In this task the project team will determine overall revenue requirements for the current year and for a ten year forecast period. Requirements will reflect the City's current policies and practices regarding appropriate levels of fund balance, interfund transfers, and capital financing (including debt service coverage levels and debt-to-equity ratios). Accordingly, revenue requirements that will meet financial performance measures will be determined.

Concurrent with the development of the projected operating results, the study will review the general financial health of the utility operations and, as necessary, make recommendations for changes in fund balances, reserves, and debt service coverage ratios to maintain financial integrity and a stable bond rating.

The ultimate objective of this task is to determine overall revenue requirements for the water and wastewater systems.

The process of functionalizing these costs between water services such as pumping, storage, transmission, treatment and distribution, and wastewater functions such as collection and treatment will be addressed in Task VII.

The first step in this analysis is to gain some historical perspective on the City's system. This includes analyzing the data provided in response to the Data Request (Task I) such as current and historical volumetric data, customer and account data, budgets, financial statements, capital expenditures, customers, debt service, historical water and wastewater rates, current rates, rate setting procedures, and historic collection efficiency.

Total revenue requirements for the water and wastewater utilities will be calculated after analyzing the data outlined above. The revenue requirements consist of the total cost to provide this service, including operation and maintenance (O&M) costs, payments in lieu of taxes, debt service requirements (including coverage requirements) on existing and any proposed new debt, direct capital outlays financed by rates, and other financial needs.

O&M costs will be projected by detailed expenditure categories and, if necessary, by component system. These projections will be based on past trends, expected inflation levels, new facilities that may affect operating costs, changes in the customer base, and other factors. We will also consider the levels of cash reserve funding required for the water and wastewater system operations in our determination of the revenue requirements.

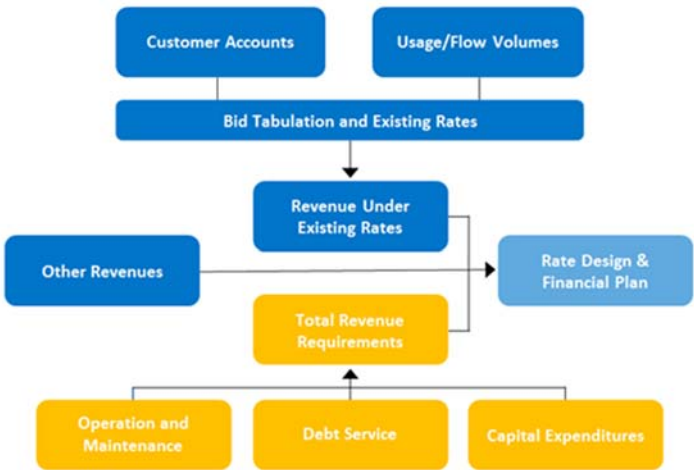
The development of a reasonable set of assumptions concerning future capital spending for repairs and replacements and system expansion is one of the most critical elements of the revenue requirement. The project team will discuss all components of this category with City staff, including the expected amount of CIP, funding alternatives (i.e. pay-as-you-go vs. long term (tax vs. revenue) bonds), expected reserve requirements, and coverage requirements. It is essential that all parties agree on the reasonableness of these assumptions, since they will have the greatest impact on the recommended rate alternatives. As noted earlier, this involves balancing what needs to be spent from an operations/engineering perspective with the willingness and ability of ratepayers to pay. Finally, the project team will discuss with City staff the types of additional capital improvement projects that may be required and the timing and source of funding for each. Variation in these assumptions will form the basis of the alternative rate designs to be presented.

Once the total costs of providing water, gas and wastewater service have been calculated, these costs will be compared to the actual billing and collection for the past several fiscal years. We understand that this is one of the specific goals set forth by the City – to review the billing system for adequacy in calculation and implementation. This will have the effect of determining both the adequacy of the billing and collection procedures in effect, and the degree to which customers are currently paying the costs of providing this service.

Task V: Determine User Characteristics and Customer Classes (Incl. Sales Forecast Review and Revenue Test)

A fundamental principle of cost-of-service ratemaking for water, gas and wastewater utilities is for costs to be allocated to user groups based on the demands each group places on the system. In the case of water service, demands typically are measured in terms of base and peak demands that are critical to the sizing and operation of system facilities. For wastewater service, demands usually are measured in terms of customer flows and sewage strength characteristics that determine wastewater treatment plant influent loadings. These demands are collectively referred to as “user characteristics.”

This task involves determining the appropriate groupings of customers so that customers with similar user characteristics populate the same customer class. For cost-allocation purposes, customers are grouped into different classes based on



differences in their user characteristics. The development of information for grouping customers and allocating costs to specific customer groups is an essential step in the ratemaking process, to ensure that costs will be recovered from these groups in direct proportion to their use of the system. As with all our studies, the AWWA Manual M-1 will provide the framework for our allocation methodology.

The determination of customer user characteristics as noted above will include a careful review of the City's sales volume histories and forecasts. The volume data must be considered as a whole and separately for each defined customer class. Methodologies for projecting water, gas and wastewater revenues will be assessed to confirm appropriate accounting for expected growth, water losses, inflow and infiltration, and normal weather conditions. Historical water sales data used for forecasting purposes will be reconciled against water production records; historical wastewater flow and loadings data will be used to determine flows and loadings for the system and individual customer classes.

The utility system accounts and respective usage will be forecast for a 10-year planning period. Such projections will be developed by considering historical growth trends, peak demands, climatological patterns, local economic conditions, potential for adding/losing major utility customers, changes in customer class usage patterns over time, and experienced judgment. The forecast usage projections will be based on the projected number of utility accounts and a usage per account analysis to differentiate the historical effects of account growth and increased (decreased) average usage by customer class.

The project team will finalize 10-year projections of sales volumes that will then be used to calculate projected revenues under current rates for the 10-year rate forecast period. This step is often referred to as a revenue test.

Task VI: Cost Functionalization, Classification, and Allocation

In this task the project team will calculate the cost of water transmission, treatment and distribution, and wastewater collection and treatment, based on the information gathered in previous tasks. As discussed in Task III, these costs include such categories as O&M (personnel, chemicals, engineering, administrative, equipment maintenance, vehicles, materials, etc.), reserves, debt service, and capital outlays funded by rates (assuming that the Cash Basis is utilized). These costs will then be assigned to individual customer classes through a three-step apportionment process.

These steps are referred to as "functionalization," "classification," and "allocation." **Functionalization** involves the categorization of utility costs according to the utility functions these costs are incurred to perform. Typical water utility functions include treatment, pumping, storage, distribution, and customer billing; wastewater functions include treatment, collection, disposal, and customer billing. **Classification** is the apportionment of functionalized utility costs according to the types (or classes) of demands served by the utility. For water utilities, AWWA M-1 ratemaking methodologies prescribe classification of costs according to base, maximum-day, maximum-hour, and customer demands. Water Environment Federation (WEF) and U.S. Environmental Protection Agency (EPA) methods classify wastewater costs according to flow, biochemical oxygen demand (BOD) loadings, and total suspended solids (TSS) loadings. **Allocation** is the assignment of classified utility costs to individual customer classes. Costs are allocated proportionately to customer classes based on their contributions to total utility system demands.

Under typical circumstances, standard industry ratemaking principles and practices as outlined in AWWA and WEF ratemaking manuals serve as the foundation for cost allocations to customer classes. These industry manuals are not prescriptive and recognize the need to afford utility decision makers the flexibility to reflect local circumstances.

Task VII: Alternative Rate Designs for Current Year and 10 Year Forecast

After allocating costs to customer classes, a plan will be developed for evaluating rate design options that will recover allocated costs, including O&M, debt service, and reserve requirements. Because several rate alternatives will be examined in this report, the project team proposes that for ease of evaluation the rate design process be segregated into a two-step process. In this task, the current year and ten year forecast rate design alternatives will be presented separately. This will enable City staff to evaluate both its immediate short-term needs and its longer-term needs under each alternative.

Rate Structure Alternatives, including those designed to encourage Conservation. The rate model spreadsheet will be developed in a dynamic manner such that Willdan and City staff will be able to analyze various “What If” scenarios detailing the financial impacts under each scenario. Alternative rate structure scenarios will be developed and the financial impacts associated with fluctuations in the economy, area growth, planned capital expenditures and/or implementation of mandated regulatory requirements will be estimated. The rate structure alternatives will be developed to recover the projected revenues needed to fund utility operations, recognizing equitable cost recovery by customer class, establishing reasonable recovery of costs from existing and new utility customers, and complying with applicable regulations and policies.

We intend to consult closely with City officials to develop a consensus on the most appropriate alternative rate designs for each of the alternatives. In this task we also intend to accomplish the following objectives:

- Determine whether any rate classes are subsidizing the others, and the degree to which any subsidy is equitable;
- Estimate the impact of the proposed rate structures on conservation efforts;
- Provide a detailed delineation of the advantages and disadvantages of each alternative;
- Calculate the impact of any proposed “transition period” into the new rates;
- Compare the recommended rates to the City’s ten-year historical rate structure; and
- Prepare the cost of water, gas and wastewater service per household based on the new rate design (also known as a “bill impact analysis” which is commonly performed in our rate studies). If so desired we will moderate an internal review/discussion with management regarding such topics as operational objectives, long term objectives, rate impacts on users, alternative rate designs, rate elasticity and use of rate studies in implementing rate changes

Specific attention will be given to the sensitivity of system revenues to possible decreases in water usage prompted by a more aggressive conservation rate structure. Rate designs will be subjected to revenue generation tests and also reviewed for administrative efficiency.

In instances where cost-of-service-based changes in revenue responsibility will result in significant rate increases for any one customer class, the merits of implementing rate changes over a multiyear period will be discussed with City staff. If appropriate, multiyear rate transition plans will be developed that meet, to the extent possible, expressed criteria for rate change acceptance.

The project team will meet with City officials prior to unveiling any recommendations to the City Council or the public in order to go over the initial alternatives and to make any revisions as deemed appropriate by City staff and management.

Task VIII: Prepare and Present Recommendations / Deliverables / Training

The project team will prepare concise draft and final rate study reports/memoranda. The report will include documentation of the analyses conducted for each study task as well as recommendations for implementation, administration, and future updating. The report will provide detailed information on the determination of revenue requirements, document allocations of revenue requirements to functional parameters and customer classes, and alternative rate recommendations for the water, gas and wastewater utilities. Information on the impact of recommended rate changes to customers’ typical monthly bills will be provided. The steps in the rate calculations will be described clearly so that there is a full understanding of the technical steps and assumptions contained in the determination of the rates.

We will conduct a formal presentation of the report and the most significant findings to City staff and the City Council. The presentation will include easy-to-understand graphic displays (in Microsoft PowerPoint). As we indicated earlier, we take great pride in our ability to develop a summary presentation that documents all findings and recommendations in an easy to understand format, which will facilitate both the decision making process and the degree of acceptance for the rate plan within the community.

The project engagement will include applicable project meetings with City staff, a public presentation to the City Council, preparation of a report summarizing the financial evaluation and study results, development of a computerized rate

model using Microsoft Excel, and training of City personnel to update the model. Five bound copies of the study methodology and final recommendations will be presented to the City, along with an electronic copy of the rate model in Microsoft Excel.

Task IX: Public Involvement

Our project team is a strong advocate of the need for a comprehensive public involvement program to accompany any changes in the City's water, gas and wastewater rates. It is important that the ratepayers have a proper understanding of the reasons for any proposed rate changes, and the impact of these changes on their monthly bills. It is also important for City staff to reach out to the public, to solicit comment and input, to determine the preferences among ratepayers as to alternative rate structures, and to ensure that accurate information is disseminated among the community. We are willing to conduct a public hearing for the ratepayers at a time and location to be set by City staff. This hearing will be critical to obtain input from the public and answer any inquiries as to the findings and conclusions of the study.

Task X: Project Management and Quality Control

The cost-of-service rate study for the City will be effectively managed through a variety of project planning and monitoring tools, including the project budget and schedule and regular project progress reporting. Our project team consists of experienced senior-level professionals who have conducted dozens of cost of service and financial studies for clients over the past two decades. This is not a team composed of one senior person and little-experienced staff; all team members are seasoned professionals who know how to complete a study on time and on budget.

Willdan's perspective on technical and logistical issues is based on and consistent with common quality assurance and quality control (QA/QC) business standards. Although the QA/QC concept has historically been applied to manufacturing and engineering standards, the concept can also be applied to utility services such as those proposed herein. For service-oriented businesses, quality control (QC) is any procedure or set of procedures intended to ensure that a performed service meets the requirements of the client or customer. Similarly, but not identical, quality assurance (QA) is defined as a procedure or set of procedures intended to ensure that a service under development (before work is complete, as opposed to afterwards) meets specified requirements. An effective quality assurance system will increase customer confidence, enhance a company's credibility, improve work processes and efficiency, and enable a company to better compete with others. For Willdan, the QA/QC concept is based on overall "Company Quality." This concept includes a focus on the client, the company personnel and the final product. Willdan has realized that success is only possible if the project manager leads the quality process by example. As such, the company-wide quality approach places an emphasis on three aspects:

1. **Communication** – This is actually a reoccurring theme behind each Willdan procedure and activity. We believe that frequent and open communication, both with the client and our own personnel, is the true key to completing a successful project engagement. Specific communication measures utilized by Willdan during the course of the project include active discussions and e-mail correspondences during the data acquisition stage of the project, periodic status reports, meetings to review assumptions and projections, conference calls as necessary to ensure that those involved in the process are "on the same page," and delivery of study output in portions as completed in order to make for more effective review by staff.
2. **Relationships** – Although this statement of qualifications document places specific attention on the project as defined in the RFP, one of our primary goals with any new project is to develop a positive relationship with the client. While the key to the success of a project is communication, the key to the success of Willdan is the client relationship. Of course, there is direct correlation between items 1 and 2 because communication and a successful project are the foundation for a long-term relationship.
3. **Product** – For a rate study project, the final product is generally considered to be the rate study report, delivered upon project completion. However, there are many other elements that lead to the development and generation of the final report. Of these other elements, the rate model (and applicable software) represents the primary component in the development of the utility rate analysis. As such, the development of the rate model is where much of the

QA/QC efforts are focused. Specific measures utilized by Willdan during the course of the project to ensure that the data provided and final rate model is accurate and complete include performing internal peer reviews for calculation accuracy, reviewing data input information with City staff (e.g. historical customer data, budgets, financial reports, capital improvement program, etc.), walking staff members through the model for understanding and auditing, and actively seeking reviews and revisions from each participating project team members. As a result of such upfront due diligence, the possibility of significant inaccuracies is mitigated.

4. The Town acknowledges that WFS is relying upon the accuracy of the information provided by the Town or their designees and that WFS shall not be liable for any inaccuracies contained therein.

F. Estimated Time

Proposed Schedule

Willdan prides itself on being responsive to customer needs. In line with this core belief, we will work with the timeline the City desires. Based on our experience, a rate and financial planning effort of this complexity generally requires around 12 – 16 weeks to complete. Completion of the tasks within this timeframe will depend to a great extent upon the availability of required data from the City and the ability to schedule meetings in a timely manner with City staff and Council. In order to assist with the process, we will prepare an initial request for information for the City and submit it in advance of the Project Kick-off meeting in order to aid the City in compiling the data needed.

The City's RFQ indicates that the contract will be awarded no later than March 1, 2017 and our recent discussion indicated a notice to proceed by April 2017. Typically, if we initiate a project and are provided with the data requested in our Initial Request for Information in a timely manner (for instance within the first 3 weeks), then the kick off meeting can focus on any outstanding data needs and clarification, and a discussion of project goals and objectives. Following that meeting we can then generally commit to a meeting to review preliminary findings and recommendations after 30 – 45 days and a draft report at around 90 days. Based on these factors and our current understanding of the solicitation, Willdan has developed the following preliminary project schedule as shown on the chart below.

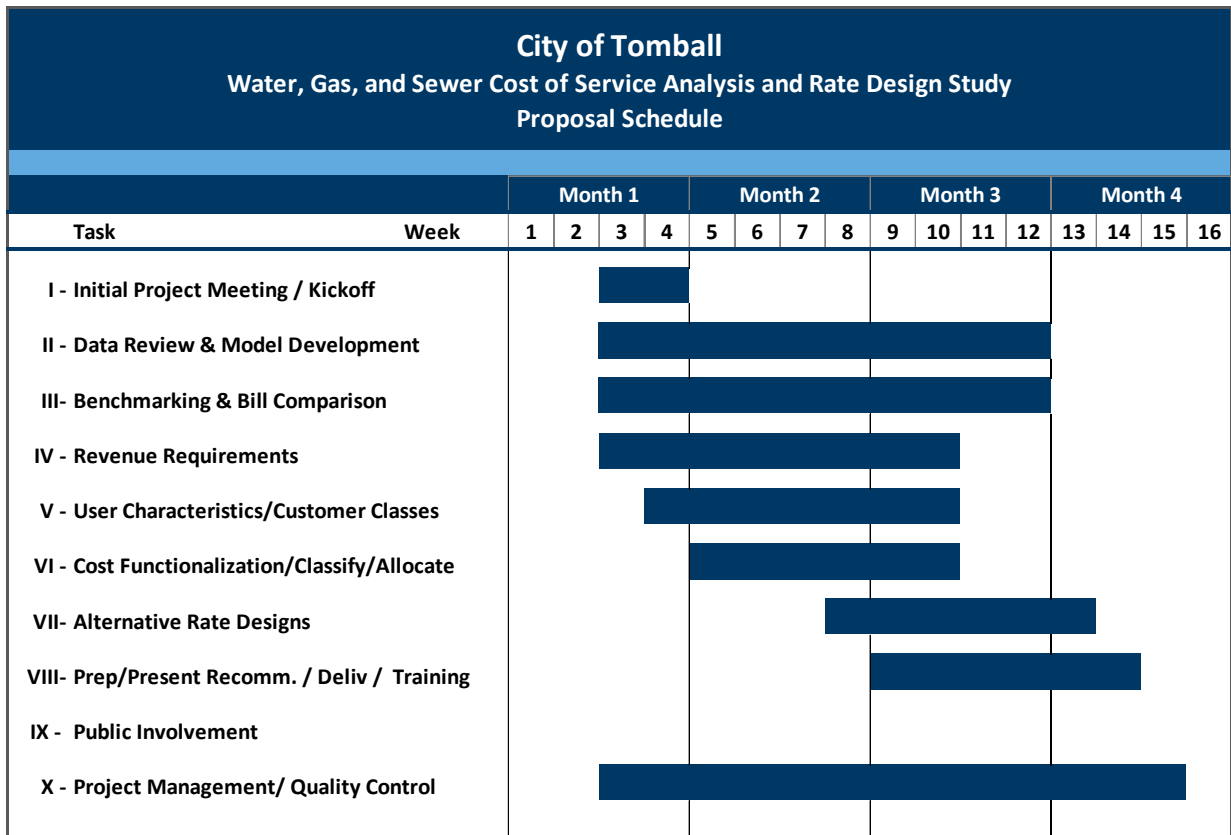


Exhibit B

FEES FOR SERVICES

Town of Tomball, TX Water, Wastewater and Gas Cost of Service Utility Rate Study Proposed Project Team Hours and Professional Fees					
	D. Jackson Principal in Charge	R. Schafer Project Manager	J. Rains Principal Consultant	D. Goral Project Analyst	Total Hours
Scope of Services					
Task I – Project Kick-off, Data Acquisition & Assessment	4.0	12.0	12.0	8.0	36.0
Task II – Data Review and Rate Model Development	-	12.0	20.0	20.0	52.0
Task III – Cost Allocation Assessment	-	-	-	-	-
Task IV – Benchmarking and Bill Comparison	-	2.0	16.0	4.0	22.0
Task V – Determine Revenue Requirements	-	2.0	16.0	4.0	22.0
Task VI – Determine User Characteristics/Customer Classes	-	2.0	8.0	16.0	26.0
Task VII – Cost Functionalization, Classification, & Allocation	-	2.0	8.0	16.0	26.0
Task VIII – Alternative Rate Designs	16.0	8.0	12.0	8.0	44.0
Task IX – Prep/Present Recommendations/Deliverables	8.0	8.0	24.0	16.0	56.0
Task X – Public Involvement	16.0	8.0	16.0	-	40.0
Task XI – Project Management & Quality Control	8.0	16.0	-	-	24.0
Subtotal Hours	52.0	72.0	132.0	92.0	348.0
Subtotal Professional Fees					53,060
Travel and Production Expenses					\$ 1,940
Total Cost					55,000
Official Bid – Not to Exceed					\$ 55,000

Normal travel and production costs incurred by WFS in the course of completing the utility rate study are included in the Not to Exceed total shown above.

Work requested and pre-authorized by the client that is deemed to be outside the scope of the utility rate study will be invoiced at the WFS schedule of hourly rates in effect at the time of the engagement.

In the event that a third party requests any documents, WFS may charge such third party for providing said documents in accordance with WFS' applicable rate schedule.

The Town shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the Town or relating to this particular project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 6, 2017

Topic:

Approve the Execution of an Engineering Contract with Goodwin Lasister Strong for the Design of the Sanitary Sewer Extension along Rudolph Road, in an Amount Not to Exceed \$43,700.00

Background:

In order to provide sanitary sewer services to the residents on Rudolph Road the services are required to be extended south from Zion Road.

The contract with Goodwin Lasister Strong will include the design of the of the sewer extension, storm water pollution plan, land surveying, preparation of the bid documents and managing the contract with the hired contractor for construction for a total amount of \$43,700.00.

Origination:

Public Works Department

Recommendation:

Staff recommends approval to execute a contract with Goodwin Lasister Strong for the design of the sanitary sewer extension along Rudolph Road.

Funding:

Yes

Account Number:400-614-6409

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

ATTACHMENTS:

Contract - Goodwin Lasister Strong



February 6, 2017

David Esquivel
Director of Public Works
City of Tomball
501 James Street
Tomball, TX 77375

RE: Rudolph Road Sanitary Sewer Extension, .65 ± Acres in the R. Hubbard Survey, A-383, Harris County, TX. GLS Proposal Number: 095039

David,

Thank you for selecting Goodwin-Lasiter-Strong. We are pleased to provide you the attached agreement and scope of work. If you are in agreement with the scope and fee, please sign the agreement and return it to my office.

Thank you for the opportunity to provide this proposal to you. Please let me know if you have any questions.

Sincerely,

Stephen Troy Toland, P.E.
Project Manager
STT/kel



AGREEMENT BETWEEN OWNER AND ENGINEER **FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between the **City of Tomball and Goodwin Lasiter Strong**.

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Rudolph Road Sanitary Sewer Extension (700' South of Zion Road to HCFC Ditch), 0.65 ± AC in the R. Hubbard Survey, Abstract 383, Harris County, TX. GLS Proposal Number: 095039**

Engineer's services under this Agreement are generally identified as follows: ***See Appendix 1***

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **75 days**.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

Engineer's Basic Contract Requirements.

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2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A fee **range** amount of **\$21,700.00 - \$43,700.00** plus reimbursable expenses. ***See Appendix 1.***
2. ***See Appendix 2*** for the reimbursement schedule.

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as **Appendix 2**.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer within 45-days from the date of our invoice(s) for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the

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same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. Such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner

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under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state of Texas.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

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relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 – Scope of Services
Exhibit “A” – Project Map
Appendix 2 – Engineer’s Standard Hourly and Reimbursable Rates Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Tomball

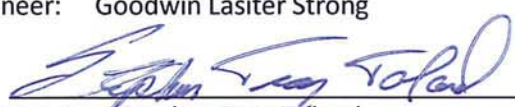
By: _____

Print name: _____

Title: _____

Date Signed: _____

Engineer: Goodwin Lasiter Strong

By:  _____

Print name: Stephen Troy Toland

Title: Project Manager

Date Signed: 02/06/2017

Engineer License or Firm's Certificate No.: 413

TBPLS: 10110901

State of: Texas

Address for Owner's receipt of notices:

City of Tomball

501 James Street

Tomball, TX 77375

Address for Engineer's receipt of notices:

30340 FM 2978, Suite 650

The Woodlands, TX 77354

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This is **Appendix 1, Engineer's Scope of Services and Basic Contract Requirements Supplement**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Scope of Services

A. BASIC DESIGN SERVICES

Upon your direction to proceed, we will prepare the following documents for regulatory permitting and approval:

Basic Services

- Design Survey (east side of Rudolph Road)
 - o Locate last manhole, per as-built, including rim, invert, and all pipes
 - o Obtain elevations of features, with cross sections from road centerline to approximate centerline of proposed line (30' ±), at ~300' intervals from the aforementioned manhole to the cleanout per as-built.
 - o Obtain elevations of features, with cross sections from road centerline to approximate centerline of proposed line (30' ±) or edge of woods, at ~150' intervals from the aforementioned cleanout to the Harris County drainage channel. This includes driveways, mailboxes, fences, and utilities marked by locating services (per Texas 811 One Call System).
 - o Obtain elevations of the 2 front corners for 8 residential locations
- Sanitary Sewer – Plan / Profile Design
- Storm Water Pollution Prevention Plan
- Project Details / Notes / Information
- Project book with bid schedule, technical specifications, and City provided documents
- Project meetings

Supplemental Service A – Land Surveying Right of Way Determination (east side of Rudolph Road only)

- Perform records research to obtain deeds of current landowners
- Prepare a “Right of Entry” letter, along with property owner names and addresses, per Appraisal District for the City to send to the property owners. Follow up with non-responsive owners will be responsibility of the City
- Field work to recover property corners
- Boundary calculations to establish properties based on deeds and monumentation found in field.
- Prepare drawing of existing ROW based on work performed.

**Supplemental Service B – Land Surveying
Acquisitions / Easements (east side of Rudolph Road only)**

- Prepare parcel maps and field note descriptions for ROW acquisitions and utility easements.
- Service and price is only applicable if Supplemental Service A is performed. If City can provide ROW. maps and parcel information, the service and fee for Supplemental Service B may be reduced or eliminated

Additional Service 3 – Construction Surveying / Staking

- Provide staking of all manholes with 15' offsets
- Provide intermediate stakes, with 15' offsets, at approximately every 200' +/-
- Provide cut sheet of all points staked

Exhibit A depicts the proposed scope of work.

These services will be provided for a fee of

Basic Services \$ 21, 700.00 plus reimbursable expenses

Supplemental Service A \$ 10,900.00 *plus reimbursable expenses*

Supplemental Service B \$ 8,500.00 *plus reimbursable expenses*

Supplemental Service C \$ 2,600.00 *plus reimbursable expenses*

TOTAL Supplemental Fees \$ 22,000.00 plus reimbursable expenses.

Fee range \$21,700.00 – \$43,700.00

This proposal is based on obtaining easements and ROW to construct the line outside an ultimate / future 60 ft. ROW. If the City determines the line shall be within the existing street ROW, only the Basic Services fee will apply.

Upon completion of the services the deliverables shall be 1 hard copy and a PDF file of the approved engineering plans and specifications.

Please indicate the services to be performed:

_____ Basic Services

_____ Supplemental Services A & B

_____ Supplemental Services C

B. ADDITIONAL SERVICES

If you request, we will provide services additional to those outlined above on an hourly plus reimbursable basis. Additional Services may include but are not limited to:

- Architectural Building and Interior Design Services
- Structural and M.E.P. Engineering Services
- Surveying Services
- Landscaping, Tree survey, and Related Services
- Environmental Investigations or Studies
- Bidding and Construction Phase Services

C. ADDITIONAL SERVICES by Others

This section reflects work that may be required by other parties.

A geotechnical investigation is recommended. If a geotechnical report is not prepared with backfill or stabilization recommendations, GLS shall not be responsible for failures in the pavement.

No environmental issues are anticipated with the R.O.W. work zone.

We will provide in-progress invoices to be paid within 30-days of receipt. If this proposal is acceptable to you, please sign, date and return a copy to us as our authorization to proceed.

Application and permitting fees are not included as part of this proposal.

Thank you for this opportunity to be of service.

End of Section

Exhibit "A" Project Map



Exhibit A

Appendix 2, Engineer's Standard Hourly and Reimbursable Rates Schedule.

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This is **Appendix 2, Engineer's Standard Hourly and Reimbursable Rate Schedule**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

TITLE	RATE/HOUR
PRINCIPAL	186.00
SENIOR PROJECT MANAGER	156.00
SENIOR PROJECT ENGINEER	152.00
PROJECT ENGINEER	116.00
ENGINEER V	124.00
ENGINEER IV	114.00
ENGINEER III	100.00
DESIGNER VI	100.00
DESIGNER V	94.00
DESIGNER IV	82.00
DRAFTER III	66.00
DRAFTER II	56.00
DRAFTER I	44.00
ARCHITECTURAL PROJECT MGR	130.00
SR. ADMINSTRATIVE ASSISTANT	66.00
ADMINISTRATIVE ASSISTANT III	62.00
ADMINISTRATIVE ASSISTANT II	54.00
SURVEY PROJECT MANAGER	110.00
PROJECT SURVEYOR	96.00
SURVEY DEPT MANAGER	130.00
SURVEYOR IN TRAINING II	76.00
SURVEYOR IN TRAINING I	72.00
SURVEY CHIEF OF PARTIES	88.00
SURVEY PARTY CHIEF	68.00
SURVEY TECHNICIAN IV	54.00
SURVEY TECHNICIAN III	50.00
SURVEY TECHNICIAN II	42.00
SURVEY TECHNICIAN I	32.00

Engineer's Reimbursable Rate Schedule

Appendix 2, Engineer's Standard Hourly and Reimbursable Rates Schedule.
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D. Reimbursable Rate Schedule:

Description	Billing Rate
Mileage	\$0.54/Mile
Postage/Shipping	Cost + 10%
Paper Plot (B & W)	\$0.67/S.F.
Paper Plot (Color)	\$2.00/S.F.
Photo Copy/Laser Print (8.5"x11")	\$0.15/Sheet
Photo Copy/Laser Print (8.5"x14")	\$0.25/Sheet
Photo Copy/Laser Print (11"x17")	\$0.60/Sheet
Sub consultants	Cost + 10%

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Approve the Execution of an Engineering Contract with Gunda Corporation for the Design of New Sidewalks along Quinn Road and Holderrieth Boulevard, in the Amount of \$114,297.00

Background:

As part of the continual development and construction of new sidewalks throughout the City, staff is recommending awarding an engineering contract to Gunda Corporation for the design of sidewalks along Quinn Road from Rudel Street to Main Street (FM 2920) and along Holderrieth Boulevard from Main Street (FM 2920) to Graham Drive; these sidewalks will total approximately 2,500 feet of new sidewalks to our City.

The contract with Gunda Corporation will include the design of the sidewalks, land surveying, preparation of the bid documents and managing the contract with the hired contractor for construction for a total amount of \$114,297.00.

Origination:

Public Works Department

Recommendation:

Staff recommends approval to execute a contract with Gunda Corporation for the design of sidewalks along Quinn Road and Holderrieth Boulevard.

Funding:

Yes

Account Number:400-153-6409

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

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

Contract - Gunda Corporation

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2017-10011
TOMBALL BID NO. 2017-13
CITY OF TOMBALL
QUINN ROAD AND HOLDERRIETH ROAD SIDEWALKS
BID DOCUMENT PREPARATION**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT made on the _____ day of _____, 2017 entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and Gunda Corporation, LLC ("Engineer").

WITNESSETH:

WHEREAS, the City desires to prepare construction bid documents for new sidewalks along Quinn Road from Rudel Street to Main Street (FM2920) and along Holderieth Blvd from Main Street to Graham Drive totaling approximately 2,500-feet of new sidewalk in the City of Tomball (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering and professional land surveying;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

SECTION II CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is an estimated 120 calendar day duration beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to

pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed \$114,297.00, including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Gunda Corporation, LLC
6161 Savoy, Suite 550
Houston, Texas 77036
Attn: Kyle A. Bertrand, P.E., Senior Project Manager

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
501 W. Market Street
Tomball, Texas 77375
Attn: David Esquivel, PE, Director of Public Works

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI
INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

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

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the Assistant City Manager of said City and attested by the City Secretary and Gunda Corporation LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2017.

ENGINEER:

Gunda Corporation, LLC

By: 
Name: Rajesh Tanwani, PE
Title: Vice President

CITY OF TOMBALL, TEXAS

Robert S. Hauck, Assistant City Manager

ATTEST:

Doris Speer, City Secretary

ATTACHMENT “A”
SCOPE OF SERVICES
ENGINEERING & PLANNING PROJECT NO. 2017-10011
CITY OF TOMBALL
QUINN ROAD AND HOLDERRIETH ROAD SIDEWALKS
BID DOCUMENT PREPARATION

Description of Project

The project proposed by the City of Tomball includes installation of 5-foot wide pedestrian sidewalks along Quinn Road and Holderrieth Blvd to include curb ramps, crosswalks, and replacement of non-compliant driveways. *The proposed project and scope herein does not include roadway modifications, design, or storm sewer.* Other important components include storm water hydraulic analysis to ensure that adequate drainage is maintained if portions of the open drainage system must be converted into underground systems. Adequate survey information is important to determine the ROW limits and elevations of the sidewalks for drainage. The proposed sidewalk on Quinn will complete the existing path from Rudel to Main Street (FM2920) and the proposed Holderrieth Blvd sidewalk will connect Main Street (FM 2920) to the Medical Center sidewalks at Graham (Exhibits Attached). The sidewalks will be designed and constructed in compliance with Americans with Disability Act (ADA), Texas Accessibility Standards (TAS), and City of Tomball’s Minimum Construction Standards for Community Improvements.

Reference Standards and Criteria

- “City of Tomball Engineering & Planning Department, Infrastructure Design Manual,” hereinafter referred to as “City Design Manual.” If manual has not been published at the time of contracting, the Engineer shall identify applicable standards and criteria to be utilized for City concurrence.
- Technical Paper No. 100 – “Storm Sewer Design Applications for the City of Houston, Texas, Capital Improvement Plan Projects” is encouraged by the City of Tomball for storm projects.

Please note that this scope of work does NOT include real estate appraisal services to acquire easements as necessary. Real estate appraisal services are to be provided by City of Tomball.

A. General Services (GUNDA Corporation)

- The Engineer shall reference the City’s Project Title and City’s Project File Numbers on all correspondence and submittals.
- The Engineer shall manage the efforts of the project team members and Consultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- Periodic meetings shall be held to review the progress of the engineering effort, or to address other issues which may arise. The Director shall initiate meetings that include the Engineer and his Consultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within 3 working days after each meeting.

- The Engineer shall notify the Director immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.
- Submit invoices on City's standard form to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.

B. Engineering Design and Bidding Services (GUNDA Corporation)

- The Engineer shall prepare necessary engineering plans, specifications, and engineer's opinion of probable construction costs, necessary for bidding and construction of the proposed pedestrian sidewalks described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Tomball guidelines, standard details, documentation, and procedures for public infrastructure. In addition, if required, the Engineer shall:
 - Obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by the Engineering & Planning Department. Governmental agencies include, but are not limited to, Harris County and Harris County Flood Control District. Utility signatures include, but are not limited to, SBC, Reliant Energy Entex, Inc., Reliant Energy HL&P Company, AT&T, and cable TV.
 - Obtain necessary approvals (permits, license agreements, etc.) from TxDOT, HCFCF, Harris County, railroad and pipeline companies prior to final approval by the Engineering & Planning Department.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

- **30% Planning**
 - Engineer shall meet onsite with City Engineer following preparation of the topographic and boundary surveys. Preliminary alignments to be designed shall be marked in the field and obtained by the surveyor for use in preparing the final construction documents.
- **90% Drawings and Draft Specifications**
 - Engineer submits 3 sets of completed construction drawings including all necessary plan sheets and details.
 - Engineer submits sets of draft construction specifications including as a minimum:
 - Table of Contents
 - Document 00410 (Bid Form) with all bid items, but excluding quantities
 - Section 01110 (Summary of Work)
 - Completed technical specifications (Division 0 through 16, as required)

- All supplemental and non-standard technical specifications included in Divisions 2 through 16 identified.
- A detailed construction cost estimate.
- Engineer submits documentation that drawings were submitted to private utilities for final review.
- The Engineer shall prepare, as necessary, Construction Sequencing and TCP plans and details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD) and/or City of Tomball requirements.
- The Engineer shall prepare a storm water pollution prevention plan (SWPPP) and details for construction activities in accordance with City of Tomball and/or other jurisdictional guidelines, including preparation of the notice of Intent Form as appropriate.
- **Final Drawings and Specifications (100% Design)**
 - Engineer submits completed sets of bid-ready construction drawings, with all review comments resolved. (Signed and sealed construction drawings with all required signatures; and completed construction specifications).
 - Engineer submits sheet-by-sheet quantity takeoff and documentation.
 - Engineer assists with acquiring permit approval, as applicable, from TxDOT, HCFCD, Railroads, U.S. Army Corps of Engineers, and Harris County Public Infrastructure Department.
 - Engineer documents submittals of plans to Texas Department of Licensing and Regulations for ADA requirements, if applicable.
- The Engineer shall assist the City in preparation and conducting the pre-bid conference for the project, including preparation of meeting minutes.
- The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.
- The Engineer shall furnish a tabulation of bids received with a written recommendation for the award of a construction contract, and submit within 24-hours after the bid opening.

C. Construction Support Services (GUNDA Corporation)

- The Engineer shall make site visits during times when the contractor is actively performing major construction activities. The site visits should be a minimum of one visit per site location bi-weekly, after the contractor has mobilized and is working.
- The Engineer shall attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide approval/disapproval recommendations to the City.

- An Engineer and/or Inspector shall provide part time project site representation and inspection of construction activities on as-needed basis to facilitate construction of the sidewalks.

D. Additional Services

Unless otherwise authorized or modified by the Director, the Engineer shall perform Additional Services in accordance with the following:

Land Survey Services (JAG)

Professional Land Surveying services shall be performed in accordance with the City Design Manual and tied to the Texas State Plane Coordinate System; all coordinates shown or displayed on any drawings must be true State plane coordinates.

- Route Topographical Survey - Record all topographic features and improvements within the public right-of-way, permanent right-of-way, any contiguous easements to the right-of-way, and any construction right-of-way of the Project, and on all intersecting streets for a distance of 20 feet beyond the intersection of the right-of-way lines. For paving projects, extend the topographic survey at intersecting streets to 150 feet beyond the end of new pavement. Locate sufficient monumentation to determine lot lines, lot street address (unless instructed otherwise by the City), tract lines, and rights-of-way. Identify visible underground structures (by type, type of service, size, invert elevations, and depth) including manholes, inlets, and junction boxes. In general, do not open SWBT, HL&P, and other private utility manholes and junction boxes.”
- Boundary Survey ROW Verification– Field survey of road rights-of-way and property monuments along the proposed route shall be conducted for verification and/or establishment of property boundaries within the estimated project limits. Final resolution of these lines will be reflected on the construction documents and include necessary deed research and review of other pertinent recorded data available.
- Survey Control Map - A survey control map sheet drawn to scale of 1 inch = 100 feet shall show location and give a description of the vertical and horizontal City of Tomball and/or survey control monuments used for the Project. The sheet shall show both the survey base line and the Project alignment and give bearings and distances of all control lines. The beginning point, all P.I. points, and end point of both the Project alignment and the survey base line shall list the City of Tomball survey control system coordinates and be tied into existing topography. All pertinent property monuments found shall be shown on the map with station-offset references made to the Project alignment. Project benchmarks, swing-tie (three-point tie) sketches, benchmark loops, and traverse shall be provided, as necessary. The survey control map sheet shall be signed, sealed, and dated by the registered surveyor responsible for the survey.

Material Testing (Tolunay-Wong Engineers, Inc.)

See attached proposal.

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

ENGINEERING & PLANNING PROJECT NO. 2017-10011 CITY OF TOMBALL QUINN ROAD AND HOLDERRIETH ROAD SIDEWALKS BID DOCUMENT PREPARATION

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Tomball.

The recommended budget for this scope of services is:

Services to be Provided	Base Cost	Sub Markup @ 10%	Totals
A & B - Engineering Basic Services	\$25,880.00	\$ -	\$ 25,880.00
C - Construction Phase Services	\$10,520.00	\$ -	\$ 10,520.00
D - Additional Services		\$ -	
Boundary & Topographic Survey for Design (JAG)			
Holderrieth Blvd	\$14,250.00	\$ 1,425.00	\$ 15,675.00
Quinn Road	\$ 9,500.00	\$ 950.00	\$ 10,450.00
ROW/Easement Mapping & Descriptions (JAG.) (5 @ \$2,900.00)	\$14,500.00	\$ 1,450.00	\$ 15,950.00
TxDOT Approval/Permit	\$ 1,800.00	\$ -	\$ 1,800.00
Materials Testing during Construction (TWEI)	\$22,620.00	\$ 2,262.00	\$ 24,882.00
Storm Water Pollution Prevention	\$ 2,500.00	\$ -	\$ 2,500.00
Traffic Control Plan	\$ 1,800.00	\$ -	\$ 1,800.00
TDLR Coordination & Inspection	\$ 2,090.00	\$ -	\$ 2,090.00
Reimbursable Expenses	\$ 2,750.00	\$ -	\$ 2,750.00
(including TDLR Plan Review & Inspection Fees) (Cost + 10%)			
Recommended Total Consultant Fees Budget			\$114,297.00

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc...

ATTACHMENT “B”

INSURANCE

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Accept a 0.0442-Acre Tract (1,924 Sq. Ft.) of Land (Parcel 532), via Special Warranty Deed from Mariah Group, Ltd., for Right-of-Way Needed for Extension of the Tomball Tollway

Background:

This tract of land is necessary for the construction of the Tomball Tollway extension. Harris County Toll Road Authority has asked City Staff for assistance in acquiring this right of way, to avoid going through the condemnation process, which would cost thousands of dollars.

City Staff met with the Mariah Group, Ltd. (Jeff Stallones) and they have agreed to donate this tract of property to the City.

Origination:

City Management

Recommendation:

Authorize acceptance of the donation of property via Special Warranty Deed.

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

Rob Hauck

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

ATTACHMENTS:

Special Warranty Deed with Attachments

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THE INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

THAT Mariah Group, Ltd, a Texas limited partnership ("Grantor") in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, a Texas home-rule municipality ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED unto Grantee, all that certain property situated in the County of Harris, City of Tomball, State of Texas, described as follows:

BEING a 0.0442 acre tract (1,924 Sq. Ft.) of land situated in the Joseph House Survey, Abstract No. 34, Harris County, Texas, and being part of and out of the certain called 0.2175 acre described in deed to Mariah Group, Ltd., dated July 12, 2011, as recorded under Harris County Clerk's File (H.C.C.F.) Number 20110288171 (Film Code Number 025-11-0401), said 0.0442 acre tract being more particularly described by field notes on the Exhibit "A" attached hereto and made a part of the Special Warranty Deed hereof.

This conveyance is made by Grantor and is accepted subject to all liens, easements, and encumbrances filed of public record.

TO HAVE AND TO HOLD, the said Property, together with all rights, and appurtenances lawfully accompanying it, belonging unto Grantee, and Grantee's successors, heirs, and assigns forever. Grantor does hereby bind itself, its successors, heirs, executors, administrators, and legal representatives to WARRANT AND FOREVER DEFEND the title to the Property unto Grantee, its successors, heirs, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

By accepting this Special Warranty Deed, Grantee acknowledges that THE PROPERTY IS CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT FOR ANY

WARRANTY OF TITLE EXPRESSLY PROVIDED FOR IN THIS SPECIAL
WARRANTY DEED.

EXECUTED this the _____ day of _____, 2017.

GRANTOR:

Mariah Group, Ltd.

By: _____
Jeff Stallones, General Partner

Attachments: Exhibit "A" legal description

AFTER RECORDING RETURN TO:

Loren B. Smith
Olson & Olson, LLP
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Stallones, General Partner of Mariah Group, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and in his capacity therein, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2017.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

TOMBALL TOLLWAY – PHASE 2
PARCEL 532
0.0442 ACRE (1,924 SQUARE FEET)
JOSEPH HOUSE SURVEY, ABSTRACT NUMBER 34
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Page 1 of 5

Being a tract or parcel, containing 0.0442 acre (1,924 square feet) of land, situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, and being part of and out of that certain called 0.2175 acre described in deed to Mariah Group, Ltd., dated July 12, 2011, as recorded under Harris County Clerk's File (H.C.C.F.) Number 20110288171 (Film Code (F.C.) Number 025-11-0401); said 0.0442 acre tract being more particularly described as follows (all bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD 83), 1993 adjustment; all distances and coordinates herein are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00013; all distances and coordinates herein are based on the U.S. Survey Foot):

COMMENCING at a point in the east line of that certain called 10.2406 acres described in deed to CFH Tomball Partners, L.P., dated November 26, 2014, as recorded under H.C.C.F. Number 20140550784 (F.C. Number 064-04-1654); also being the southwest corner of the remainder of that certain called 1.022 acres described in deed to Tomball Riverwalk Limited Partnership (formerly known as Burnside Wichita Limited Partnership), dated April 2, 2002, as recorded under H.C.C.F. Number V723478 (F.C. Number 550-82-3394); also being the northwest corner of said 0.2175 acre tract, from which a found 5/8-inch iron rod bears South 88°43'54" West, 0.13 feet; thence:

N 88°43'54" East, with the south line of said 1.022 acre tract and the north line of said 0.2175 acre tract, a distance of 36.87 feet to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING," set in the proposed west right-of-way (R.O.W.) line of State Highway (S.H.) 249, based on a varying width, and marking the **POINT OF BEGINNING** and northwest corner of the herein described tract, and having surface coordinates of X=3,031,382.58 and Y=13,966,043.88;

THENCE, North 88°43'54" East, continuing with the south line of said 1.022 acre tract and the north line of said 0.2175 acre tract, a distance of 8.96 feet to a point in the existing west R.O.W. line of said S.H. 249, based on a varying width, and being the west common corner of Parcels 507A and 507B, as dedicated to State of Texas under H.C.C.F. Numbers 20070059638 (F.C. Number 038-65-1026) and H.C.C.F. Number Y500047 (F.C. Number 006-15-1565), respectively; also being northeast corner of said 0.2175 acre tract and the herein described tract;

TOMBALL TOLLWAY – PHASE 2
PARCEL 532
0.0442 ACRE (1,924 SQUARE FEET)
JOSEPH HOUSE SURVEY, ABSTRACT NUMBER 34
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Page 2 of 5

THENCE, southerly and westerly with the existing west R.O.W. line of said S.H. 249, and the easterly and southerly lines of said 0.2175 acre tract, the following courses:

Southerly, with a non-tangent curve to the right, having a radius of 1,894.86 feet, an arc length of 145.80 feet, a delta angle of 04°24'31", and a chord which bears South 10°12'46" East, 145.77 feet to a point for the northerly end of an existing cutback line, and being the most northerly southeast corner of said 0.2175 acre tract and the herein described tract, from which a found 5/8-inch iron rod with cap bears North 14°41' West, 0.23 feet;

South 39°24'46" West, a distance of 17.13 feet to point for the southerly end of said existing cutback line, and being the most southerly southeast corner of said 0.2175 acre tract and the herein described tract, from which a found 5/8-inch iron rod with cap bears North 23°11' West, 0.17 feet;

Westerly, with a non-tangent curve to the right, having a radius of 944.25 feet, an arc length of 29.80 feet, a delta angle of 01°48'29", and a chord which bears South 80°12'44" West, 29.80 feet to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING," set in the proposed R.O.W. line of said S.H. 249, and marking the southerly end of a proposed cutback line and the most southwesterly corner of the herein described tract;

THENCE, northerly, departing the existing west R.O.W. line of said S.H. 249 and across said 0.2175 acre tract with the proposed west R.O.W. line of said S.H. 249, the following courses:

North 39°47'23" East, a distance of 42.93 feet to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING," set marking the northerly end of said proposed cutback line, and marking an angle point in the proposed west R.O.W. line of said S.H. 249 and the herein described tract;

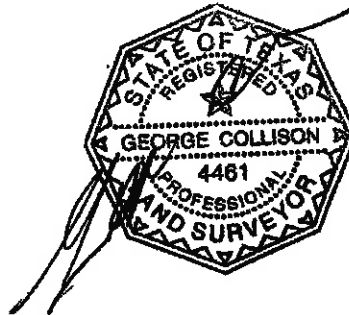
Northerly, along a non-tangent curve to the left, having a radius of 1,898.00 feet, an arc length of 130.47 feet, a delta angle of 03°56'19", and a chord which bears North 09°43'36" West, 130.45 feet to the **POINT OF BEGINNING** and containing 0.0442 acre (1,924 square feet) of land.

TOMBALL TOLLWAY – PHASE 2
PARCEL 532
0.0442 ACRE (1,924 SQUARE FEET)
JOSEPH HOUSE SURVEY, ABSTRACT NUMBER 34
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Page 3 of 5

There also exists a separate drawing of the subject tract, as prepared by Terra Surveying Company, Inc., under this project number of even date.

Compiled by:
Scott D. Mandeville, RPLS
Terra Surveying Company, Inc.
3000 Wilcrest Drive, Suite 210
Houston, Texas 77042
713-993-0327
Project Number 1053-1401

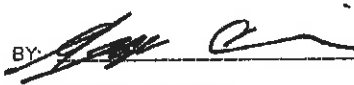


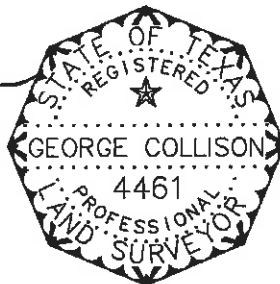
ABBREVIATIONS

A.E.	AERIAL EASEMENT
AC.	ACRES
CONC.	CONCRETE
ESMT.	EASEMENT
EXIST.	EXISTING
F.C.	FILM CODE
F/K/A	FORMERLY KNOWN AS
FND.	FOUND
H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.D.R.	HARRIS COUNTY DEED RECORDS
H.C.F.C.D.	HARRIS COUNTY FLOOD CONTROL DISTRICT
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.L.&P.	HOUSTON LIGHTING & POWER
INT.	INTEREST
I.P.	IRON PIPE
I.R.	IRON ROD
MONU.	MONUMENT (4"x4" PILLAR)
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
PROP.	PROPOSED
P.U.E.	PUBLIC UTILITY EASEMENT
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
SET	SET 5/8" IRON ROD WITH CAP, STAMPED "TERRA SURVEYING", UNLESS OTHERWISE NOTED
SQ. FT.	SQUARE FEET
TXDOT	TEXAS DEPARTMENT OF TRANSPORTATION
VOL.	VOLUME
W/	WITH

CURVE TABLE					
NO.	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	1,894.86'	145.80'	04°24'31"	S 10°12'46" E	145.77'
C2	944.25'	29.80'	01°48'29"	S 80°12'44" W	29.80'
C3	1,898.00'	130.47'	03°56'19"	N 09°43'36" W	130.45'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 88°43'54" E	36.87'
L2	N 88°43'54" E	8.96'
L3	S 39°24'46" W	17.13'
L4	N 39°47'23" E	42.93'

BY: 
 GEORGE COLLISON
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 TEXAS REGISTRATION NO. 4461



DATED: 3-31-16

GENERAL NOTES

1. THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT WHICH MAY OTHERWISE REVEAL EASEMENTS AND OTHER ENCUMBRANCES OF RECORD NOT CURRENTLY SHOWN HEREON. TERRA SURVEYING COMPANY DID NOT PERFORM ANY ADDITIONAL RESEARCH TO DETERMINE THE EXISTENCE OF ANY SUCH ENCUMBRANCES.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1883 (NAD 83), 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00013. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON THE U.S. SURVEY FOOT.
3. THERE IS ALSO A SEPARATE METES AND BOUNDS OF THE SUBJECT TRACT, AS PREPARED BY TERRA SURVEYING COMPANY, UNDER THIS PROJECT NUMBER OF EVEN DATE.

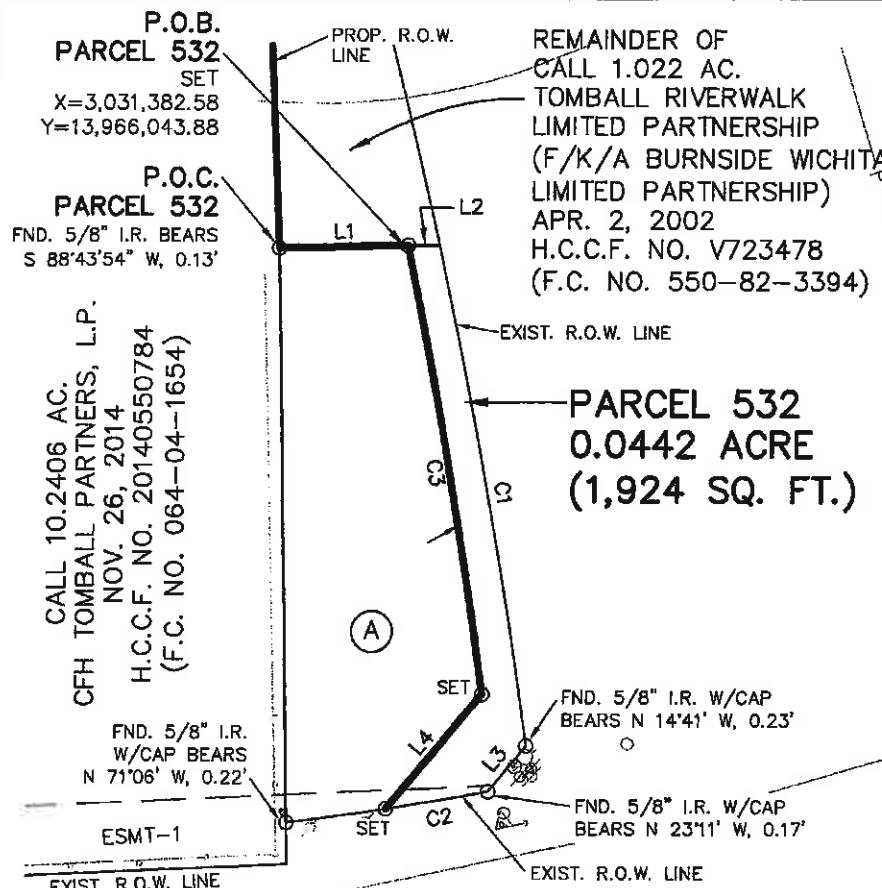
REV	DESCRIPTION	DATE	BY	APPD
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**TOMBALL TOLLWAY—PHASE 2
 PARCEL 532
 MARIAH GROUP, LTD.
 JOSEPH HOUSE SURVEY, ABSTRACT NO. 34
 CITY OF TOMBALL, HARRIS COUNTY, TEXAS**

TERRA
 TERRA SURVEYING CO., INC.
 3000 WILCREST DRIVE
 SUITE 210
 HOUSTON, TEXAS 77042
 (713) 993-0327
 FAX (713) 993-9231

KEY MAP: 288-B
 SCALE: 1"=50'
 PROJECT: 1053-1401
 DATE: APRIL 2016
 DRAWN BY: SDM
 PAGE 4 OF 5

STATE HIGHWAY 249
(R.O.W. WIDTH VARIES)
 TO STATE OF TEXAS (PARCEL 507B)
 H.C.C.F. NO. Y500047 (PARCEL 507A)
 (F.C. NO. 006-15-1565)
 H.C.C.F. NO. 20070059638 (PARCEL 507A)
 (F.C. NO. 038-65-1026)



REV	DESCRIPTION	DATE	BY	APPD
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TOMBALL TOLLWAY-PHASE 2
PARCEL 532
MARIAH GROUP, LTD.
JOSEPH HOUSE SURVEY, ABSTRACT NO. 34
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

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 PAGE 5 OF 5

	EXISTING	TAKING	REMAINING
ACRES	0.2175	0.0442	0.1733
SQ. FT.	9,475	1,924	7,551

EXISTING ACRES/SQ. FT. IS CALL AREA FROM SUBJECT DEED

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 6, 2017

Topic:

Accept a 0.0058-Acre Tract (253 Sq. Ft.) of Land (Parcel 540), via Special Warranty Deed from Brown Road Timber Resources, LLC, for Right-of-Way Needed for Extension of the Tomball Tollway

Background:

This tract of land is necessary for the construction of the Tomball Tollway extension. Harris County Toll Road Authority has asked City Staff for assistance in acquiring this right of way, to avoid going through the condemnation process, which would cost thousands of dollars. City Staff met with the Brown Road Timber Resources, LLC (Jeff Stallones) and they have agreed to donate this tract of property to the City.

Origination:

City Management

Recommendation:

Authorize acceptance of the donation of property via Special Warranty Deed.

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

Rob Hauck

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

ATTACHMENTS:

Speical Warranty Deed
Survey

WARRANTY OF TITLE EXPRESSLY PROVIDED FOR IN THIS SPECIAL
WARRANTY DEED.

EXECUTED this the _____ day of _____, 2017.

GRANTOR:

Brown Road Timber Resources, LLC

By: _____
Jeff Stallones, Managing Member

Attachments: Exhibit "A" legal description

AFTER RECORDING RETURN TO:

Loren B. Smith
Olson & Olson, LLP
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Stallones, Managing Member of Brown Road Timber Resources, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and in his capacity therein, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2017.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

TOMBALL TOLLWAY – PHASE 2
PARCEL 540
0.0058 ACRE (253 SQUARE FEET)
JOSEPH HOUSE SURVEY, ABSTRACT NUMBER 34
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Page 1 of 4

Being a tract or parcel, containing 0.0058 acre (253 square feet) of land, situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, and being part of and out of the 44.575 acre remainder of that certain called 44.787 acres described in deed to Brown Road Timber Resources, LLC, dated January 25, 2008, as recorded under Harris County Clerk's File (H.C.C.F.) Number 20080043179 (Film Code (F.C.) Number 053-67-0585); said 0.0058 acre tract being more particularly described as follows (all bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD 83), 1993 adjustment; all distances and coordinates herein are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00013; all distances and coordinates herein are based on the U.S. Survey Foot):

COMMENCING at the point of intersection of the west line of said 44.787 acre tract with the existing south right-of-way (R.O.W.) line of Brown Road, based on an 80-foot width, as dedicated to County of Harris in Volume 3194, Page 388, Harris County Deed Records, and to City of Tomball (herein referred to as the "City Tract"), under H.C.C.F. Number 20110456210 (F.C. Number 027-61-0752); thence:

North 87°20'59" East, with the existing south R.O.W. line of said Brown Road and said City Tract, a distance of 445.18 feet to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING," set marking the northerly end of a proposed cutback line formed with the existing west R.O.W. line of State Highway (S.H.) 249, based on a varying width; also marking the **POINT OF BEGINNING** and most westerly corner of the herein described tract, and having surface coordinates of X=3,031,404.68 and Y=13,965,788.81;

THENCE, North 87°20'59" East, continuing with the existing south R.O.W. line of said Brown Road and said City Tract, a distance of 24.88 feet to a point in the existing west R.O.W. line of said S.H. 249, being Parcel 506, as dedicated to State of Texas under H.C.C.F. Number V549094 (F.C. Number 548-02-1010); also being in the east line of said 44.787 acre tract; and being the southeast corner of said City Tract and being the northeast corner of the herein described tract, from which a found 5/8-inch iron rod with cap bears South 87°20'59" West, 0.14 feet;

TOMBALL TOLLWAY – PHASE 2
PARCEL 540
0.0058 ACRE (253 SQUARE FEET)
JOSEPH HOUSE SURVEY, ABSTRACT NUMBER 34
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

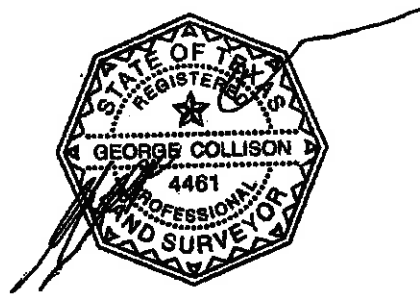
Page 2 of 4

THENCE, South $02^{\circ}56'37''$ East, with the existing west R.O.W. line of said S.H. 249 and the west line of said Parcel 506, and the east line of said 44.787 acre tract, a distance of 20.37 feet to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING," set in the proposed west R.O.W. line of said S.H. 249, and marking the southerly end of the aforesaid proposed cutback line and the most southerly corner of the herein described tract;

THENCE, North $53^{\circ}27'13''$ West, departing the existing west R.O.W. line of said S.H. 249 and across said 44.787 acre remainder tract with the proposed west R.O.W. line of said S.H. 249 and said proposed cutback line, a distance of 32.24 feet to the **POINT OF BEGINNING** and containing 0.0058 acre (253 square feet) of land.

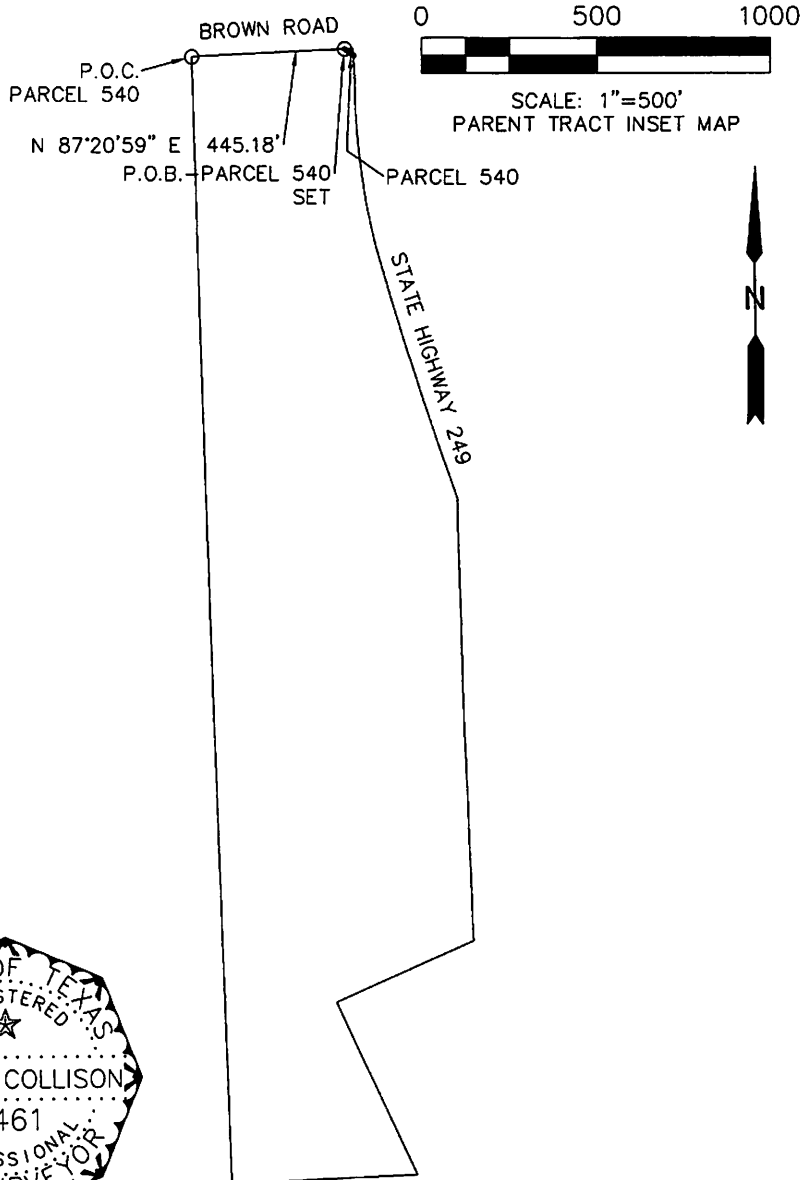
There also exists a separate drawing of the subject tract, as prepared by Terra Surveying Company, Inc., under this project number of even date.

Compiled by:
Scott D. Mandeville, RPLS
Terra Surveying Company, Inc.
3000 Wilcrest Drive, Suite 210
Houston, Texas 77042
713-993-0327
Project Number 1053-1401

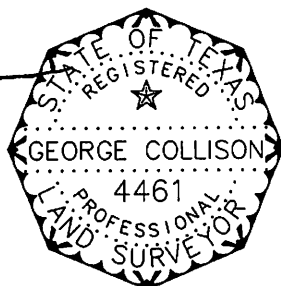


ABBREVIATIONS

A.E.	AERIAL EASEMENT
AC.	ACRES
CONC.	CONCRETE
ESMT.	EASEMENT
EXIST.	EXISTING
F.C.	FILM CODE
F/K/A	FORMERLY KNOWN AS
FND.	FOUND
H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.D.R.	HARRIS COUNTY DEED RECORDS
H.C.F.C.D.	HARRIS COUNTY FLOOD CONTROL DISTRICT
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.L.&P.	HOUSTON LIGHTING & POWER
INT.	INTEREST
I.P.	IRON PIPE
I.R.	IRON ROD
MONU.	MONUMENT (4"x4" PILLAR)
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
PROP.	PROPOSED
P.U.E.	PUBLIC UTILITY EASEMENT
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
SET	SET 5/8" IRON ROD WITH CAP, STAMPED "TERRA SURVEYING", UNLESS OTHERWISE NOTED
SQ. FT.	SQUARE FEET
TXDOT	TEXAS DEPARTMENT OF TRANSPORTATION
VOL.	VOLUME
W/	WITH



BY: George Collison
 GEORGE COLLISON
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 TEXAS REGISTRATION NO. 4461



DATED: 3-31-16

GENERAL NOTES

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3. THERE IS ALSO A SEPARATE METES AND BOUNDS OF THE SUBJECT TRACT, AS PREPARED BY TERRA SURVEYING COMPANY, UNDER THIS PROJECT NUMBER OF EVEN DATE.

REV	DESCRIPTION	DATE	BY	APPD
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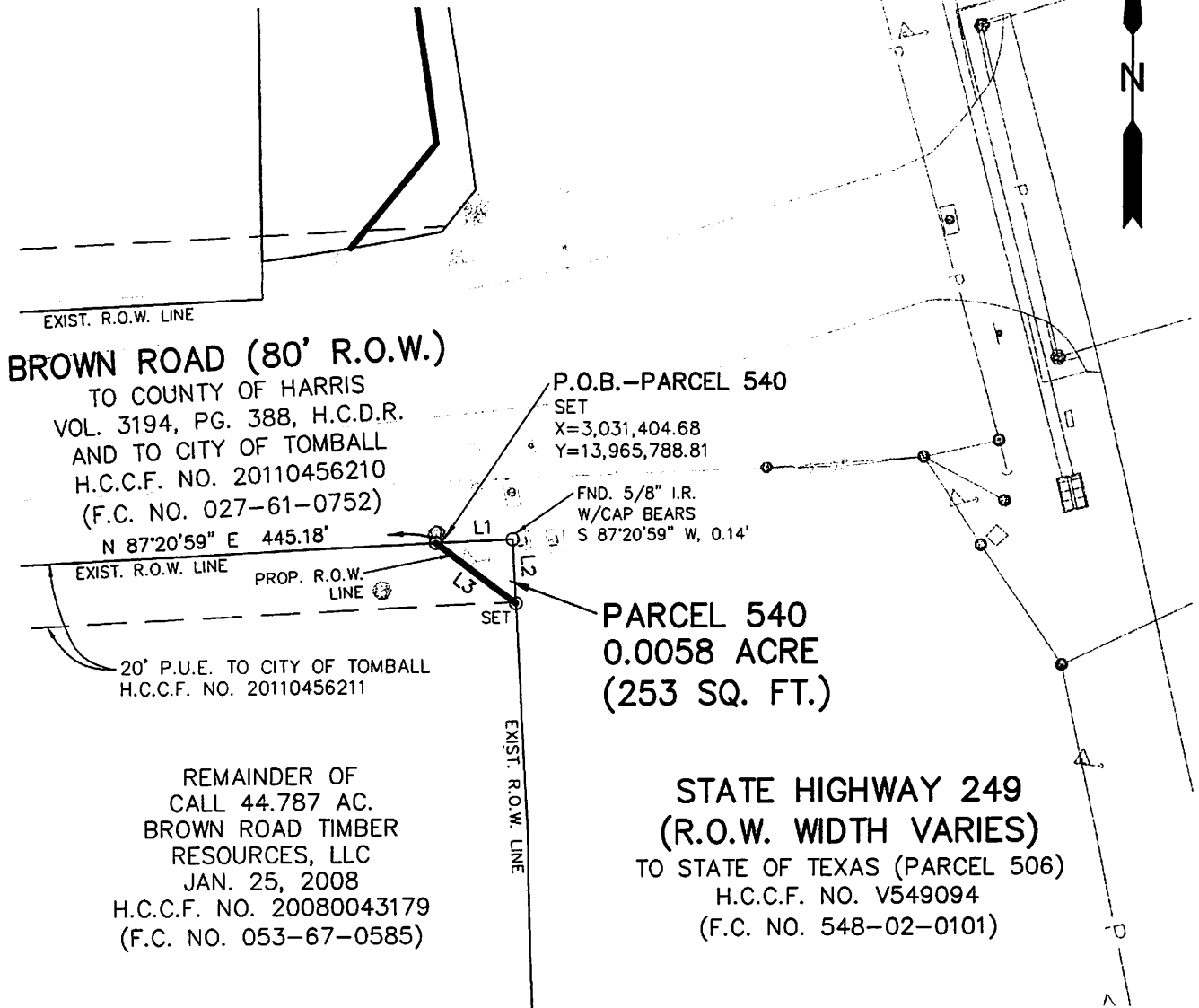
TOMBALL TOLLWAY-PHASE 2
PARCEL 540
 BROWN ROAD TIMBER RESOURCES, LLC
 JOSEPH HOUSE SURVEY, ABSTRACT NO. 34
 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

TERRA

TERRA SURVEYING CO., INC.
 3000 WILCREST DRIVE
 SUITE 210
 HOUSTON, TEXAS 77042
 (713) 993-0327
 FAX (713) 993-9231

KEY MAP: 288-B
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PROJECT: 1053-1401
DATE: APRIL 2016
DRAWN BY: SDM
PAGE 3 OF 4

JOSEPH HOUSE SURVEY ABSTRACT NO. 34



BROWN ROAD (80' R.O.W.)

TO COUNTY OF HARRIS
VOL. 3194, PG. 388, H.C.D.R.
AND TO CITY OF TOMBALL
H.C.C.F. NO. 20110456210
(F.C. NO. 027-61-0752)

N 87°20'59" E 445.18'

EXIST. R.O.W. LINE

PROP. R.O.W. LINE

20' P.U.E. TO CITY OF TOMBALL
H.C.C.F. NO. 20110456211

REMAINDER OF
CALL 44.787 AC.
BROWN ROAD TIMBER
RESOURCES, LLC
JAN. 25, 2008
H.C.C.F. NO. 20080043179
(F.C. NO. 053-67-0585)

P.O.B.—PARCEL 540

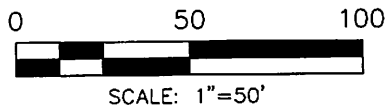
SET
X=3,031,404.68
Y=13,965,788.81

FND. 5/8" I.R.
W/CAP BEARS
S 87°20'59" W, 0.14'

PARCEL 540
0.0058 ACRE
(253 SQ. FT.)

STATE HIGHWAY 249
(R.O.W. WIDTH VARIES)
TO STATE OF TEXAS (PARCEL 506)
H.C.C.F. NO. V549094
(F.C. NO. 548-02-0101)

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 87°20'59" E	24.88'
L2	S 02°56'37" E	20.37'
L3	N 53°27'13" W	32.24'



	EXISTING	TAKING	REMAINING
ACRES	44.575	0.0058	44.569
SQ. FT.	1,941,687	253	1,941,434

EXISTING ACRES/SQ. FT. IS CALCULATED FROM DEEDS

REV	DESCRIPTION	DATE	BY	APPD
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TOMBALL TOLLWAY—PHASE 2
PARCEL 540
BROWN ROAD TIMBER RESOURCES, LLC
JOSEPH HOUSE SURVEY, ABSTRACT NO. 34
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

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