

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



MONDAY, OCTOBER 3, 2016

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, October 3, 2016 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 Josh Eckert, Youth Minister, ChristBridge Fellowship Church

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball Memorial High School Student Council

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 Reports and Announcements

- October 4, 2016 – **2016 National Night Out** – Tuesday, October 4, at the Depot – 6:00 p.m.-8:00 p.m.
- October 8, 2016 – **“Zomball in Tomball”**
- October 15, 2016 – **“Freight Train Food Truck Festival” at the Depot** – Noon to 5:30 p.m.
- October 22, 2016 – **5th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- November 12, 2016 – **2nd Saturday at the Depot**
- November 18, 2016 – ***“Holiday Lamp Post Stroll”***
- November 19, 2016 – **51st Annual Tomball Holiday Parade**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Mike Baxter – Report on the success of the **6th Annual Beetles, Brew & Barbeque Festival**

6.0 Approve the Minutes of the September 19, 2016 Regular Council Meeting and the September 26, 2016 Special Council Meeting

7.0 Old Business:

7.1 Adopt, on Second Reading, Ordinance No. 2016-24, 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 Justin Cottle on Behalf of Arclight Gaming, LLC., to Operate an “Amusement, Commercial (Indoor)”; Said Property being Approximately 1 Acre, and Being Legally Described as Lot 1, Block 1 McCraw Acres, Tomball, Harris County, Texas, Generally Located on the North Side of Main Street, East of Willow Street, at 701 E. Main 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.

8.0 New Business:

8.1 Conduct Second Public Hearing regarding 2016 Tax Year Proposed Property Tax Rate for the City of Tomball, Texas

8.2 Announce that Voting on the Proposed 2016 Tax Rate will be held at a Special Council Meeting on October 10, 2016 at 5:00 p.m. and at a Regular Council Meeting on October 17, 2016 at 6:00 p.m.

8.3 Approve Resolution No. 2016-21, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2017 General Assembly

8.4 Adopt, on First Reading, Ordinance No. 2016-26, an Ordinance of the City Council of the City of Tomball, Texas Consenting to the Creation of Harris County Improvement District No. 17 and Consenting to the Annexation of Land into Said District

8.5 Consideration the Adoption of a Resolution Authorizing Publication of Notice of

Intention to Issue Certificates of Obligation; Authorizing the Preparation of a Preliminary Official Statement and Notice of Sale; Declaring Intent to Reimburse Certain Prior Capital Costs; and Approving Other Matters Incidental Thereto:

Approve Resolution No. 2016-20, a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Authorizing the Preparation of a Preliminary Official Statement and Notice of Sale; Declaring Intent to Reimburse Certain Prior Capital Costs; and Approving Other Matters Incidental Thereto.

- 8.6 Award Contract for Project No. 2017-02, E&P Project Number 2016-10005, Hunterwood and Hicks Lift Station Rehabilitation, to Peltier Brothers Construction in the Amount of \$287,610.00
- 8.7 Award Contract for E&P Project Number 2017-10002 for the Design of the Critical Needs Improvements to the North and South Wastewater Treatment Plants to Freese & Nichols in the amount of \$494,725.00
- 8.8 Award Contract for E&P Project Number 2017-10003 for the Development of a Wastewater Master Plan for the City of Tomball to Freese & Nichols in the Amount of \$148,300.00
- 8.9 Approve Application from Arthur Sansom to Abandon a Public Right-of-Way and Adopt, on First Reading, Ordinance No. 2016-23, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of a Part of an Unimproved Roadway Between Epps Street and Hufsmith Road, All Situated in the Joseph House Survey, Abstract Number 34, Harris County, Texas, and as Recorded in Volume 002, Page 65 of the Map Records Of Harris County, Texas; Vacating, Abandoning, and Closing Said Unimproved Roadway and Street Right-Of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest, Respectively, a Quitclaim Deed Conveying Said Unimproved Roadway and Street Right-Of-Way to Arthur M. Sansom; Providing for Severability; and Containing Other Provisions Relating to the Subject.
- 8.10 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.071 - Consultation with the City Attorney regarding a matter that the Attorney's duty requires to be discussed in closed session.
 - Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager
- 8.11 Consideration and Possible Action regarding Amendments to and Extension of the Employment Contract for George Shackelford, City Manager

9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of September, 2016 by 4:00 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: October 3, 2016

Topic:

- Led by Josh Eckert, Youth Minister, ChristBridge Fellowship 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: October 3, 2016

Topic:

- Led by Members of the Tomball Memorial High School Student Council

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: October 3, 2016

Topic:

- October 4, 2016 – **2016 National Night Out** – Tuesday, October 4, at the Depot – 6:00 p.m.-8:00 p.m.
- October 8, 2016 – **“Zomball in Tomball”**
- October 15, 2016 – **“Freight Train Food Truck Festival” at the Depot** – Noon to 5:30 p.m.
- October 22, 2016 – **5th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- November 12, 2016 – **2nd Saturday at the Depot**
- November 18, 2016 – ***"Holiday Lamp Post Stroll"***
- November 19, 2016 – **51st Annual Tomball Holiday Parade**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Mike Baxter – Report on the success of the **6th Annual Beetles, Brew & Barbeque Festival**

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

"National Night Out"

"Zomball in Tomball"

“Freight Train Food Truck Festival”

"Tomball Bluegrass Festival"

Tomball Police Department Presents



Tuesday, October 4th, 2016 6:00pm-8:00pm

@ The Depot 201 S Elm, Tomball

**FOOD, GAMES, PERFORMANCES,
DEMONSTRATIONS, BOUNCE HOUSE
PHOTO BOOTH**

For more information email

Jdavis@tomballtx.gov or call 281-290-1355

WE LOVE THIS TIME OF YEAR!



ZOMBALL IN TOMBALL

SATURDAY, OCTOBER 8TH / GATES OPEN AT 6 PM

- GIANT TRUNK-OR-TREAT
- CREEPY CRAFTS
- "HOTEL TRANSYLVANIA 2" ON THE BIG SCREEN AT DARK
- COME IN YOUR COSTUME
- ENTERTAINMENT
- FREE TRUNK-OR-TREAT BAG
- FREE ADMISSION

WHILE SUPPLIES LAST ...

CALL 281-351-5484 OR VISIT TOMBALLTX.GOV FOR MORE INFORMATION.



FREIGHT TRAIN FOOD TRUCK FESTIVAL



OCTOBER 15, 2016 ★ Noon to 5:30 P.M.

TOMBALL'S HISTORIC DOWNTOWN DEPOT

MORE THAN 30 TRUCKS ★ LIVE MUSIC ★ VENDORS

FREE ADMISSION & PARKING ★ 281-351-5484 ★ tomballtx.gov

TOMBALL TEXAS BLUEGRASS FESTIVAL

SATURDAY, OCTOBER 22, 2016 ★ 11:30 — 6 PM
AT TOMBALL'S HISTORIC DOWNTOWN RAILROAD DEPOT

- ★ DAVID DAVIS & THE WARRIOR RIVER BOYS
- ★ CHRIS HIRSCH & THE LONESTAR BLUEGRASS BAND
- ★ CHRIS HENRY & HARDCORE GRASS
- ★ KENNY SNOW & THE BORDERTOWN RAMBLERS

THE FAMOUS "SHADE TREE JAM" FOR PICKIN' WITH YOUR PALS
FOOD CRAFTS KIDS ZONE
FREE ADMISSION & PARKING



CALL 281-351-5484 OR VISIT TOMBALLTX.GOV



Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 3, 2016

Topic:

Approve the Minutes of the September 19, 2016 Regular Council Meeting and the September 26, 2016 Special Council Meeting

Background:

Origination:

City Secretary

Recommendation:

N/A

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

City Secretary

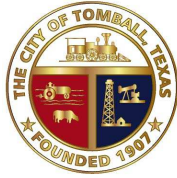
ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Draft Minutes of September 19, 2016 Regular Council Meeting

Draft Minutes of September 26, 2016 Special Council Meeting

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



TUESDAY, SEPTEMBER 19, 2016

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 Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – George Shackelford
Assistant City Manager – Robert Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
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
CSO Administrative Assistant – Tracy Garcia
Executive Director-TEDC – Kelly Violette
Community Center Manager – Rosalie Dillon
Police Detective – Albert Chambers

2.0 The invocation was led by Pastor Gary Aaron, Victory Baptist Church

3.0 Pledges to U. S. and Texas Flags were led by Members of the Falcon Patrol, Arrow of Light Webelos, Pack 469.

4.0 The following Public Comment was received:

Melanie Younger 13522 Spring Court, 77375	-	Expressed her dissatisfaction with BNSF's closure of the crossing at Ulrich for repairs;
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the closure was not handled well and prohibited parent/student access to the parking area.

5.0 Presentations:

- Mayor Fagan presented a proclamation – ***“New Kentucky Chapter Daughters of the Republic of Texas - 30th Anniversary”***.
- George Shackelford announced that the Government Finance Officers Association (GFOA) has again awarded the City of Tomball the Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2015; this is the 26th year.

6.0 Reports and Announcements:

- September 24, 2016 – **6th Annual Beetles, Brew & Barbeque Festival** – Noon-6:00 p.m.
- October 1, 2016 – **4th Annual “Paces4Pink” 5K Run/Walk and 1 Mile Run/Walk**
- October 8, 2016 – **“Zomball in Tomball”**
- October 15, 2016 – **“Freight Train Food Truck Festival” at the Depot** – Noon to 5:30 p.m. (Combining the ***Honky Tonk Music Festival*** and ***Memorial Day Chili Challenge***)
- October 22, 2016 – **5th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - George Shackelford – Southeast Texas Housing Finance Corporation (SETH) has made funding in the amount of \$50,000 available to the City of Tomball for Affordable Housing Initiatives and Related Services

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the September 6, 2016 Regular Council Meeting.

Motion carried unanimously.

8.0 Old Business:

- 8.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Resolution No. 2016-19-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation’s Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Source Point Solutions, LLC, to make direct incentives to, or expenditures for, the relocation of its corporate headquarters facility to an approximately 2.95-acre tract located at 24227 FM 2978, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$28,514.00. Vote was as follows:

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

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on Second Reading, Ordinance No. 2016-20, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Amending Section 50-82(B) (“Use Charts”) in regards to the Land Uses “Check Cashing Service”, “Convenience Store (With or Without Gasoline Sales)”, “Gasoline Station”, “Hotel/Motel”, “Rehabilitation Care Facility (Halfway House)”, “Tattoo or Body Piercing Studio” and by Adding “Loan Service (Payday/Auto Title)” and Amending Section 50-2 (“Definitions”) in regards to the Land Use “Hotel/Motel”; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

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

Motion carried unanimously.

9.0 New Business:

- 9.1 Mayor Fagan opened the Public Hearing on 2016 Tax Year Proposed Property Tax Rate at 6:17 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:17 p.m.

- 9.2 Mayor Fagan announced that voting on the Proposed 2016 Tax Rate will be held at a Regular Council Meeting on October 3, 2016 at 6:00 p.m. and at a Special Council Meeting on October 10, 2016 at 5:00 p.m.

No action taken.

- 9.3 Motion was made by Councilman Degges, second by Councilman Townsend, to reappoint Ralph Foxworthy and Steven Vaughan to Positions 1 and 3 and to

appoint Will Benson, Jr. to Position 5 on the Tomball Regional Health Foundation for Terms Expiring September 1, 2016.

Motion to AMEND was made by Councilman Degges, second by Councilman Townsend, to reappoint Ralph Foxworthy and Steven Vaughan to Positions 1 and 3 and to appoint either Will Benson, Jr. or Lori Wilson to Position 5 on the Tomball Regional Health Foundation for Terms Expiring September 1, 2016. Votes were as follows:

Councilman Hudgens	<u>Vaughan, Foxworthy, Benson</u>
Councilman Stoll	<u>Vaughan, Foxworthy, Wilson</u>
Councilman Degges	<u>Vaughan, Foxworthy, Benson</u>
Councilman Townsend	<u>Vaughan, Foxworthy, Wilson</u>
Councilman Klein Quinn	<u>Vaughan, Foxworthy, Wilson</u>

Ralph Foxworthy is reappointed to Position 1, Steven Vaughan is reappointed to Position 3, and Lori Wilson is appointed to Position 5.

- 9.4 Motion was made by Councilman Hudgens, second by Councilman Townsend, to cast Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees (TML-IRP) for the incumbents, as recommended by City Manager:

Place 6 – Mary Gauer
Place 7 – C. J. Wax
Place 8 – Larry Melton
Place 9 – Andres Garza.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Hudgens, second by Councilman Stoll, to approve the request by Tomball Sister City Organization for In-Kind and Financial Support, in the amount of \$57,750, Road Closures, and Waiver of Fees for the 9th Annual Tomball German Christmas Market, to be held December 8-11, 2016, and for In-Kind and Financial Support, in the amount of \$57,750, Road Closures, and Waiver of Fees for the 17th Annual Tomball German Heritage Festival, to be held March 30-April 2, 2017.

Motion carried unanimously.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the request by Spring Creek County Historical Association for Funding in the Amount of \$30,000 for SCCHA's 2016-2017 Fiscal Budget, Annual Operations.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Hudgens, second by Councilman Klein Quinn, to approve Professional Services Agreement with RG Miller Engineers, in the amount of \$80,000, for Implementation of Permit Year 4 of the City of Tomball's Storm Water Management Program. Vote was as follows:

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

Motion carried, 4 votes Aye, 1 vote Nay.

- 9.8 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to authorize the City Manager to Execute the Necessary IRS Documents in regards to the Dedication of Right-of-Way to the City of Tomball along Medical Complex Drive.

Motion carried unanimously.

- 9.9 Motion was made by Councilman Townsend, second by Councilman Hudgens, to award Proposal for Implementation of Landfill Gas Remediation Plan to Raba Kistner Environmental, in the amount of \$66,850.00.

Motion carried unanimously.

- 9.10 Consideration to approve ZONING CASE P16-0123: Request by Justin Cottle for a Conditional Use Permit to operate an amusement, commercial (indoor) facility at 701 E. Main Street. The property is approximately 1 acre, located on the north side of Main Street, east of Willow Street, legally described as Lots 1 and 2, Block 1 McCraw Acres and is zoned General Retail.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P16-0123** at 7:14 p.m.
- Receiving no public comments, Mayor Fagan closed the Public Hearing at 7:14 p.m.
- Motion was made by Councilman Hudgens, second by Councilman Degges, to read Ordinance No. 2016-24 by caption only on first reading.

Motion carried unanimously.

- Motion was made by Councilman Hudgens, second by Councilman Degges, to adopt, on First Reading, Ordinance No. 2016-24, 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 Justin Cottle on Behalf of Arclight Gaming, LLC., to Operate an “Amusement, Commercial (Indoor)”;

Said Property being Approximately 1 Acre, and Being Legally Described as Lots 1 & 2, Block 1 McCraw Acres, Tomball, Harris County, Texas, Generally Located on the North Side of Main Street, East of Willow Street, at 701 E. Main 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. Vote was as follows:

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

Motion carried unanimously.

9.11 Executive Session: The City Council recessed into Executive Session at 7:21 p.m., as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

Upon reconvening into Regular Session at 7:56 p.m., no action was taken.

10.0 Motion was made by Councilman Townsend, second by Councilman Hudgens, to adjourn.

Motion carried unanimously.

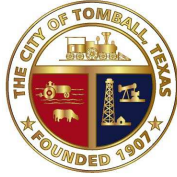
Meeting adjourned.

PASSED AND APPROVED this the 3rd day of October 2016.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

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



MONDAY, SEPTEMBER 26, 2016

5:00 P.M.

1.0 Call to Order

The Council meeting was called to order at 5:00 p.m. by Mayor Fagan. Other members present:

Councilman Stoll
Councilman Degges
Councilman Townsend (late arrival)
Councilman Klein Quinn

Members absent:

Councilman Hudgens - Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
CSO Administrative Assistant – Tracy Garcia

2.0 The following Public Comment was received:

Bennie Higgs 418 W. Main, 77375	- Expressed his dissatisfaction with the removal of parallel parking on FM 2920. His business is down 20%; on Tomball Night, the parade was terrible and he had only three people in his shop. On a positive note, the sidewalks have been repaired.
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3.0 New Business:

- 3.1 Mayor Fagan called the First Public Hearing regarding 2016 Tax Year Proposed Property Tax Rate for the City of Tomball, Texas to order at 5:08 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 5:08 p.m.

- 3.2 Mayor Fagan corrected the announcement on September 19, 2016 and announced that voting on the Proposed 2016 Tax Rate will be held at the Regular Council Meeting on October 10, 2016 at 5:00 p.m. and at a Special Council Meeting on October 17, 2016 at 6:00 p.m.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 3rd day of October 2016.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Adopt, on Second Reading, Ordinance No. 2016-24, 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 Justin Cottle on Behalf of Arclight Gaming, LLC., to Operate an “Amusement, Commercial (Indoor)”;

Said Property being Approximately 1 Acre, and Being Legally Described as Lot 1, Block 1 McCraw Acres, Tomball, Harris County, Texas, Generally Located on the North Side of Main Street, East of Willow Street, at 701 E. Main 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, September 12, 2016, after conducting a public hearing, the Planning and Zoning Commission voted 4-1 to recommend approval of Zoning Case P16-0123, with the following contingency:

- No wagering shall take place on site.

Origination:

Community Development Department

Recommendation:

Adopt Ordinance No. 2016-24 on Second Reading.

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

Community Development Director

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

ATTACHMENTS:

Ordinance No. 2016-24
PUBLIC HEARING ANNOUNCEMENT
STAFF REPORT

ORDINANCE NO. 2016-24

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 JUSTIN COTTLE ON BEHALF OF ARCLIGHT GAMING, LLC., TO OPERATE AN "AMUSEMENT, COMMERCIAL (INDOOR)"; SAID PROPERTY BEING APPROXIMATELY 1 ACRE, AND BEING LEGALLY DESCRIBED AS LOT 1 , BLOCK 1 MCCRAW ACRES, TOMBALL, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON THE NORTH SIDE OF MAIN STREET, EAST OF WILLOW STREET, AT 701 E. MAIN 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, Justin Cottle, on behalf of Arclight Gaming LLC., applicant, has requested a CUP to operate an "Amusement, commercial (indoor)" on approximately 1 acre of land, legally described as Lots 1 Block 1 McCraw Acres, Tomball, Harris County, Texas, generally located on the north side of Main Street, east of Willow Street, at 701 E. Main 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 an “Amusement, commercial (indoor)” at the Property and subject to the terms and conditions set forth below, is hereby granted to Justin Cottle, on behalf of Arclight Gaming 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 7. The CUP authorized hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

1. No wagering shall take place on site.

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 19th DAY OF SEPTEMBER 2016.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</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 3RD DAY OF OCTOBER 2016.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
SEPTEMBER 12, 2016
&
CITY COUNCIL
SEPTEMBER 19, 2016**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, September 12, 2016, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, September 19, 2016, 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 P16-0123: Request by Justin Cottle for a Conditional Use Permit to operate an amusement, commercial (indoor) facility at 701 E. Main Street. The property is approximately 1 acre, located on the north side of Main Street, east of Willow Street, legally described as Lots 1 and 2, Block 1 McCraw Acres and is zoned General Retail.

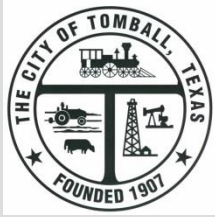
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, 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 **8th** day of **September 2016** 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.



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: September 12, 2016
City Council Public Hearing Date: September 19, 2016

Rezoning Case: P16-0123
Property Owner(s): I D S S Inc.
Applicant(s): Justin Cottle
Legal Description: Lots 1 and 2, Block 1 McCraw Acres
Location: North side of Main Street, east of Willow Street, 701 E. Main Street (Exhibit "A")
Area: 1 acre as part of a 2 acre shopping center
Comp Plan Designation: Commercial (Exhibit "B")
Present Zoning and Use: General Retail (Exhibit "C") / Shopping Center (Exhibit "D")
Proposed Use(s): Amusement, Commercial (indoor)
Request: CUP to allow a gaming facility, Arclight Gaming, LLC.
Adjacent Zoning & Land Uses:
North: Single-Family 6 / Residential houses and undeveloped land
South: Planned Development 7 / Concordia Lutheran High School
West: General Retail / Undeveloped land
East: General Retail / Shopping center

BACKGROUND

In June 2016, City staff began conversations with the applicant to discuss a business occupying a lease space in the existing shopping center located at 701 E. Main Street. After discussing the nature of the business, City staff informed the applicant of the following:

- The proposed use is classified as "Amusement, commercial (indoor)" per Section 50-82 (b) (*Use Charts*) of the Zoning Ordinance;
- The property is zoned General Retail District; and
- The "Amusement, commercial (indoor)" use is permitted in the General Retail District with the approval of a Conditional Use Permit (CUP).

After further discussions, the applicant submitted an application for a CUP in July 2016.

ANALYSIS

According to Section 50-2 (Definitions), “Amusement, commercial (indoor)”, *means an amusement enterprise that is wholly enclosed within a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, and that provides activities, services and/or instruction for the entertainment of customers or members, but not including amusement arcades. Uses may include, but are not limited to, the following: bowling alley, ice skating rink, martial arts club, racquetball/handball club, indoor tennis courts/club, indoor swimming pool or scuba diving facility, and other similar types of uses.*

The applicant’s proposed gaming facility, Arclight Gaming, LLC, will consist of five or six tabletop gaming areas for customers to use with items they purchase at the shop. Customers will not be charged to use the tables to play.

Uses in the existing shopping center include eating establishments (Subway, a donut shop, Los Toros Mexican Grill), barber/beauty shops (no related school/college), food or grocery store, general retail shops (Copiers and Scooters, Vinyl Supply) and a loan service office.

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 Commercial which is typically for a variety of “shopping centers, convenience stores, auto dealers, department stores, grocery and drug stores, entertainment facilities, food and beverage purveyors, salons, and small repair shops”. The proposed use appears to be consistent with the Comprehensive Plan for the following reasons:

- The proposed use is equal to or less intense than the existing uses in the shopping center;
- The proposed land use is considered an amusement or entertainment facility, which corresponds with the description of the Commercial designation.

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.”

Section 50-76 (*General Retail District*) also states that the district “is established to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services”. The proposed use appears to be consistent with the purpose and intent of the 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 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; however, the existing shopping center appears to be generally consistent with the Zoning Ordinance.

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. No improvements or modifications on-site or within public rights-of-way are necessary.

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.

As mentioned above, the proposed use does not appear to be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on August 31, 2016. A sign was placed on the property and Notice of Public Hearing was published in the paper on August 24, 2016. No public comment 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 P16-0123.

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

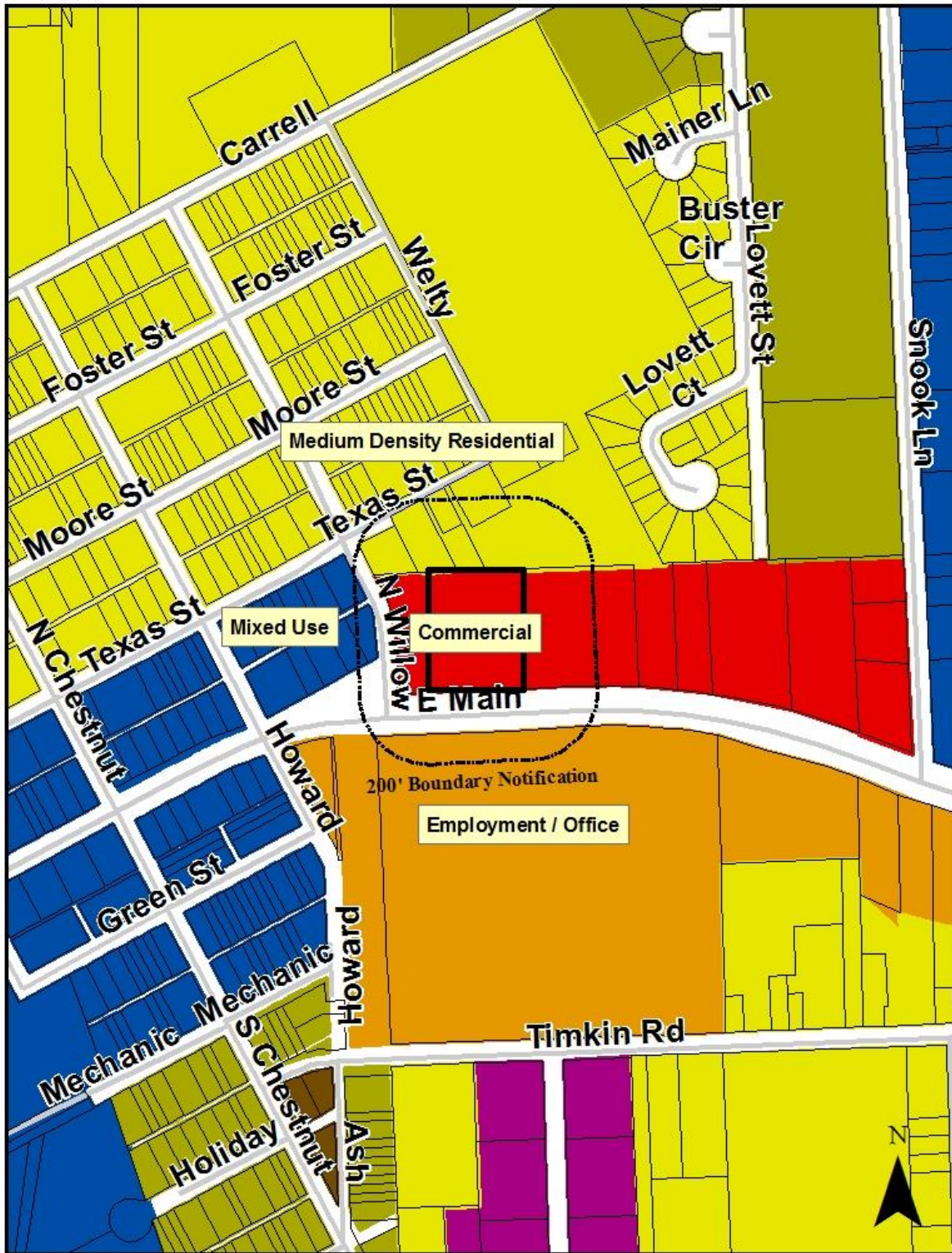


Exhibit "C"
Zoning Map

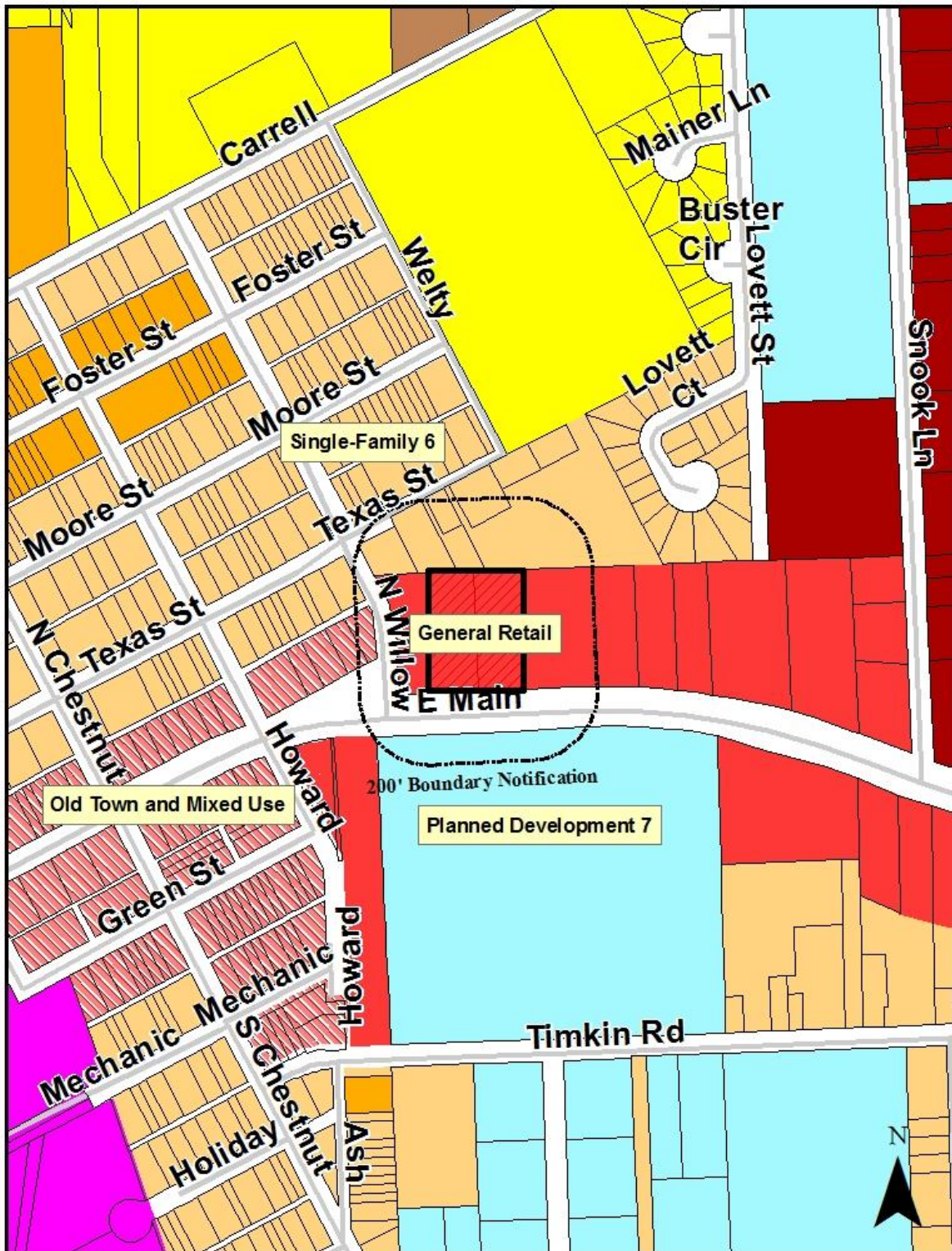


**Exhibit “D”
Site Photos**



Figure 1 and 2: Subject site
Source: City of Tomball

Exhibit "E"
CUP Application



16-123
APPLICATION FOR
CONDITIONAL USE PERMIT
Community Development Department
Planning Division

Revised 5/19/15



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: Justin Gottle, Anlight Gaming, LLC Title: Executive
Mailing Address: 11018 Sir Alex Drive City: Tomball State: TX
Zip: 77375
Phone: (281) 787-3547 Fax: () Email: wimpenstein@gmail.com

Owner

Name: IDSS INC / S. SHARMA Title: PRESIDENT
Mailing Address: 9211 WEST RD City: HOUSTON State: TX
Zip: 77064
Phone: (713) 996-8888 Fax: () Email:

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: small tabletop hobby shop/amusement Comm. indoor

Physical Location of Property: EAST SIDE ST.

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

Legal Description of Property: LT 1 BLK 1 MCCRAW ACRES

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

HCAD Identification Number: 1212230010001 Acreage: 43,560

Current Use of Property: RETAIL

Proposed Use of Property: RETAIL

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 Justin Gittle
Signature of Applicant

6-27-2016
Date

X [Signature]
Signature of Owner

7-10-2016
Date

CITY OF TOMBALL
281-351-5484

REC#: 00937247 7/25/2016 1:53 PM
OPER: RS TERM: 002
REF#: W6864910333

City of Tomball, Texas 50' TRAN: 130.0000 PLANNING AND ZONING
701 E MAIN
LOT 1 BLK 1 MCCRAW ACRES www.tomballtx.gov
100-5442
CONDITIONAL USE PER 600.00CR
TENDERED: 600.00 CHECK
APPLIED: 600.00
CHANGE: 0.00

Amelia Lindley

From: Justin Cottle <wimpenstein@gmail.com>
Sent: Monday, June 27, 2016 5:01 PM
To: Amelia Lindley
Subject: Letter stating reasons for CUP request

My name is Justin Cottle, owner of Arclight Gaming, LLC, and I would like to open a location in Tomball. It would be a small tabletop roleplaying and miniature wargaming shop. The reason for the Conditional Use Permit request is that I have been informed the business would count as 'amusement commercial indoor' due to most of my for-sale products being along the walls and in a storage area, while most of the public-use floor space would be taken up by a number (probably five or six) of 4' x 6' gaming tables, with optional seating, for customers to use for the things they purchase. The idea for the shop is to only sell products, but to serve as a central location for players to meet and play with, or against, eachother, and possibly even host roleplaying sessions for folks who do not already have a convenient location to do so. Aside from selling models, dice, paints, books, etc., the only usage I would charge for would be for tournaments, special events (lock-ins, product manufacturer sponsored events, etc), and such. No charge for simply using the tables or facility. There would also be no on-site food preparation, gambling, or alcohol. I want it to be a wholesome place where all ages feel welcome and comfortable.

EAST MAIN STREET

SUBWAY SUITE 105B	NAIL SALON SUITE 120-130 B	GROCERY SERVICE SUITE 135B	WIC SUITE 145B	
DONUT SUITE 105A	SECURITY FINANCE SUITE 155A	AVAILABLE 1,160 SF	HAIR SALON SUITE 125A	AVAILABLE 800 SF
		LOS TOROS MEXICAN RESTAURANT SUITE 140A	AVAILABLE 1,725 SF	
				VINYL SUPPLY SUITE 160 A
				COPIERS & SCOOTERS SUITE 175A

16-123

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Conduct Second Public Hearing regarding 2016 Tax Year Proposed Property Tax Rate for the City of Tomball, Texas

Background:

The proposed tax rate for 2016 is \$0.341455/\$100 of taxable value. The average taxable value of a residential homestead has risen slightly and the City may receive additional revenues due to the addition of new property to the tax roll.

Under Truth-in-Taxation regulations, the City must conduct two public hearings after publishing the notice of the effective and rollback tax rates and announce the dates of the meetings during which Council will vote on the proposed tax rate.

This is the SECOND required public hearing.

Origination:

City Secretary

Recommendation:

N/A

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

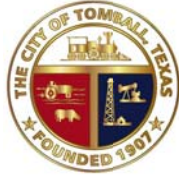
City Secretary

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

ATTACHMENTS:

Public Hearings regarding Proposed 2016 Property Tx Rate in the City of Tomball, Texas

**NOTICE OF PUBLIC HEARINGS
ON TAX INCREASE
CITY OF TOMBALL, TEXAS**



**MONDAY, SEPTEMBER 26, 2016
5:00 P.M.
and
MONDAY, OCTOBER 3, 2016
6:00 P.M.**

**Public Hearings on Tax Revenue Increase for Proposed 2016 Tax
Rate of \$0.341455/\$100 Assessed Value for the City of Tomball, Texas.**

The City of Tomball will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 3.05 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Monday, September 26, 2016
at 5:00 p.m., at City Hall, 401 Market Street.

The second public hearing will be held on Monday, October 3, 2016
at 6:00 p.m., at City Hall, 401 Market Street.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR: Councilmembers Hudgens, Stoll, Degges, Townsend, and Klein Quinn
AGAINST: None
PRESENT and not voting: None
ABSENT: None

The average taxable value of a residence homestead in Tomball, Texas last year was \$153,070. Based on last year's tax rate of \$0.341455 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$522.67.

The average taxable value of a residence homestead in Tomball, Texas this year is \$168,670. If the governing body adopts the effective tax rate for this year of \$0.331334 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$558.86.

If the governing body adopts the proposed tax rate of \$0.341455 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$575.93.

Members of the public are encouraged to attend the hearings and express their views regarding the above-proposed 2016 Tax Rate for the City of Tomball, Texas.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7th day of September 2016 by 4:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC/CMC

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Announce that Voting on the Proposed 2016 Tax Rate will be held at a Special Council Meeting on October 10, 2016 at 5:00 p.m. and at a Regular Council Meeting on October 17, 2016 at 6:00 p.m.

Background:

On September 6, 2016, Council ratified the budget and found that the proposed tax rate will generate more tax revenue than the previous year's budget and announced the dates for the two required public hearings on September 26 and October 3.

Council also set and announced the dates for the voting on the proposed tax rate as October 10, 2016 at 5:00 p.m. and October 17, 2016 at 6:00 p.m.; the dates must be announced at each meeting.

The final vote on October 17 will meet the requirements to adopt the tax rate within 60 days of receiving the certified rolls from Harris County.

Origination:

City Secretary

Recommendation:

Announce that Voting on the Proposed 2016 Tax Rate will be held at a Special Council Meeting on October 10, 2016 at 6:00 p.m. and at a Regular Council Meeting on October 17, 2016 at 6:00 p.m.

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

Doris Speer, City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Vote on Proposed 2016 Property Tx Rate in the City of Tomball, Texas

NOTICE OF TAX REVENUE INCREASE

The CITY OF TOMBALL, TEXAS
(name of taxing unit)

conducted public hearings on SEPTEMBER 26, 2016 and OCTOBER 3, 2016 on a proposal to
(date of first hearing) (date of second hearing)

increase the total tax revenues of the CITY OF TOMBALL, TEXAS from properties
(name of taxing unit)

on the tax roll in the preceding year by 3.05 percent.
(percentage by which proposed tax rate exceeds lower of
rollback tax rate or effective tax rate calculated under this chapter)

The total tax revenue proposed to be raised last year at last year's tax rate of \$0.341455
(insert tax rate for the preceding year)

for each \$100 of taxable value was \$ 5,698,260 .
(insert total amount of taxes imposed in the preceding year)

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455
(insert proposed tax rate)

for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this
year, is \$ 238,772 .
(insert amount computed by multiplying proposed tax rate by the difference
between current total value and new property value)

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455
(insert proposed tax rate)

for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this
year, is \$ 5,937,032 .
(insert amount computed by multiplying proposed tax rate by current total value)

The CITY OF TOMBALL, TEXAS is scheduled to vote on the
(governing body of the taxing unit)

tax rate that will result in that tax increase at a public meeting to be held on OCTOBER 10 & OCTOBER 17, 2016
(date of meeting)

at CITY HALL, 401 MARKET STREET, TOMBALL, TEXAS 77375 .
(location of meeting, including mailing address)

at 5:00 P.M. AND 6:00 P.M., RESPECTIVELY .
(time of meeting)

The TOMBALL CITY COUNCIL proposes to use the increase in total tax revenue for the purpose of
(governing body of the taxing unit)

GENERAL FUND EXPENDITURES .
(description of purpose of increase)

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Approve Resolution No. 2016-21, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2017 General Assembly

Background:

The Houston-Galveston Area Council requests this appointment annually. Each member home rule city under 25,000 population as of the most recent Census is entitled to designate one representative and one alternate to the H-GAC General Assembly.

Beginning in 2010, Council has designated Councilman Townsend as the Representative and Councilman Stoll as the Alternate Representative to the H-GAC General Assembly.

In making the motion, the Representative and Alternate Representative must be designated.

H-GAC has requested designation of the City's representatives no later than October 19, 2016.

Origination:

Jack Steele, Executive Director, Houston-Galveston Area Council

Recommendation:

Approve Resolution No. 2016-21, Designating Representative and Alternate Representative for H-GAC 2017 General Assembly

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

City Secretary

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

ATTACHMENTS:

Resolution No. 2016-21

H-GAC Request

RESOLUTION NO. 2016-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TOMBALL, TEXAS, FOR THE DESIGNATION OF ITS
REPRESENTATIVE AND ALTERNATE FOR THE
HOUSTON-GALVESTON AREA COUNCIL 2017
GENERAL ASSEMBLY**

* * * * *

BE IT RESOLVED, by the Mayor and City Council of Tomball, Texas, that _____
_____, Councilman, Position __, of the City of Tomball, be, and is hereby designated as
its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for
the year 2017.

FURTHER, that the Official Alternative authorized to serve as the voting representative should
the hereinabove named representative is unable to attend, become ineligible, or should he/she
resign, is _____, Councilman, Position __, of the City of Tomball.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the
designation of the hereinabove named representative and alternate.

**PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY
COUNCIL HELD ON THE 3RD DAY OF OCTOBER, 2016.**

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

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary



September 19, 2016

Hon. Gretchen Fagan
Mayor
City of Tomball
401 Market St
Tomball, TX 77375

Dear Mayor Fagan:

I am writing regarding the appointment of your city's representative to H-GAC's 2017 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2017.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by fax to 713-993-2414 or email rick.guerrero@h-gac.com.

A dinner meeting of Home Rule city representatives is scheduled for the evening of November 3. At that meeting, your 2016 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2017.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 19. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Steele', is written over a faint circular stamp.

Jack Steele

JS/cj

Enclosure
cc: City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Adopt, on First Reading, Ordinance No. 2016-26, an Ordinance of the City Council of the City of Tomball, Texas Consenting to the Creation of Harris County Improvement District No. 17 and Consenting to the Annexation of Land into Said District

Background:

1) Approval of a resolution consenting to the creation of the District, including approval of a five year capital improvement budget.

Explanation: Harris County Improvement District No. 17 (the “District”), as created, is within the extraterritorial jurisdiction (“ETJ”) of the Cities of Houston and Tomball. As such, Texas law requires each such City to consent to the District’s creation. The District must receive consent from the Cities before it moves forward with the sale of a proposed bond anticipation note, or in the alternative, bond issue. The approval of the resolution will enable the district to work with its financial advisor, underwriter, and bond finance team to fund and reimburse development costs incurred within the district, including the proposed regional detention projects and the joint road projects previously discussed.

As mentioned above, the consent request also includes the District’s request for approval of a five year capital improvement budget. Pursuant to Chapter 375, Local Government Code, governing municipal management districts, the Cities must consent to each bond issue proposed by the District. In the alternative, the District may seek approval of a five year capital improvement budget. Once the Cities approve the budget, the District may issue bonds for any project identified therein without any further action from the Cities. The District would like approval of the budget to streamline the process of issuing debt for District projects.

Status: A package of supplemental information requested by the City of Houston staff in the Planning Department and Public Works and Engineering Department is being prepared for submission. That package needs to include a letter from you and the Mayor of Tomball. More on that in bullet #4.

2) Approval of the annexation of two parcels of land, both of which are located in the City of Houston ETJ.

Explanation: The District’s Board of Directors (the “Board”) has approved petitions for annexation into the District from the property owners of the tracts known as the Burchfield and Lone Oak tracts. As the two tracts are located within the City of Houston’s ETJ, Houston must consent to the proposed annexations. Accordingly, the District’s consultants have, pursuant to Houston policies, submitted applications for consent to Houston, inclusive of various documents required in connection therewith. These applications are pending with the Houston Public Works Department.

Status: The required applications for the annexations have been submitted to the Houston Public Works Department. Coordination with the City of Houston Legal Department on the application and consent language has been ongoing. The District needs the Houston Public Works Director to advise the Planning Department Director that Public Works does not object to the annexations, in order for the Planning

Department to then prepare the request for council action to approve the annexations.

3) In connection with the Consent Resolution, the District has asked the City of Houston to acknowledge that the District will correct the action taken to select Houston's ETJ to be applicable to the entire District, and interpose no objection to such action.

Explanation: The District adopted a resolution in January of 2014, pursuant to Section 54.0163 of the Water Code, selecting the City of Houston's ETJ to be applicable to the District for all purposes. The District is aware of the City of Tomball desire for the new Harris County Annex to be within Tomball's ETJ. This action resulted in the movement of the entire original District into the City of Houston's ETJ. The Board was not advised that the designation of Houston would have this specific impact. With this in mind, the District's Board will consider adopting a resolution correcting this action, and designating Tomball as the jurisdiction applicable to the District. That selection will result in the movement of the District territory into Tomball's ETJ. As described above, the District is seeking, as a condition to the requested Consent Resolution from the City of Houston, acknowledgment from Houston that the District will correct this action, and a statement within the Consent Resolution interposing no objection from Houston to this corrective action by the District.

A collateral issue involves what effect this action will have, if any, on Houston's ability to annex territory currently within its ETJ if that territory is annexed into the District. This concern has been raised in connection with the annexations discussed in item 2 above. Pursuant to the Local Government Code, Houston would need to consent to any annexation of territory into the District if that territory is within the Houston ETJ. Houston is concerned that, once such an annexation is approved, it would effectively move to Tomball's ETJ, thereby limiting Houston's ability to add such territory to its City limits in the future. While we do not necessarily believe that any adjustment would need to be considered, Tomball could enter into an interlocal agreement between the two Cities whereby Tomball would agree to release the parcels approved for annexation by Houston back to Houston. We would have no interest in properties miles from Tomball nor could we provide them services.

Status: The District has revised the original consent resolution and the application requesting the same to include language stating that the City of Houston "acknowledges" that they have been advised that the District Board will reconsider the resolution in the very near future.

4) The City of Houston has requested that we further supplement information already provided to include letters from the Mayor of Tomball to Mayor Turner/City of Houston that state you are seeking City support for the District's designation to be included in the City of Tomball's ETJ. The District would need this in order for the most recent request for additional information from the City of Houston Planning Department be deemed complete.

Origination:

HawesHillCalderon, LLP

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Ordinance No. 2016-26

Updated Memo to Council re HCID 17 MOU

Map - HCID 17

ORDINANCE NO. 2016-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS CONSENTING TO THE CREATION OF HARRIS
COUNTY IMPROVEMENT DISTRICT NO. 17 AND CONSENTING TO
THE ANNEXATION OF LAND INTO SAID DISTRICT**

* * * * *

WHEREAS, Harris County Improvement District No. 17 (the "District") was created by special law of the Legislature of the State of Texas in the 81st Regular Session, as codified at Chapter 8391, Special District Local Laws Code, and described on **Exhibit "A"** attached hereto (the "District Legislation"); and

WHEREAS, the Board of Directors of the District (the "Board") submitted to the City of Tomball, Texas (the "City") a Petition for Consent to Creation, attached hereto as **Exhibit "B"** and made a part hereof for all purposes, requesting that the City give its consent to the creation of the District;

WHEREAS, the District and the owner of a tract of land containing 3.2526 acres submitted to the City a Petition for Consent to Annex Land into an Improvement District, attached hereto as **Exhibit "C"** and made a part hereof for all purposes, requesting that the City give its consent to the annexation of the land described said petition into the boundaries of the District; and

WHEREAS, the City Council of the City desires to adopt Ordinance No. 2016-26 as set forth herein for the purpose of consenting to the creation of the District and consenting to the annexation of the land described in Exhibit "C" attached hereto into the boundaries of the District.

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

Section 1. Incorporation of Recitals. The above and foregoing recitals to this Ordinance are true and correct and are incorporated herein and made a part hereof.

Section 2. Consent to Creation of District. The City hereby consents to the creation of Harris County Improvement District No. 17 as described in the District Legislation.

Section 3. Consent to District Annexation of Land. The City hereby consents to the District's annexation of the land described in Exhibit C attached hereto into the boundaries of the District.

Section 4. Consents Effective. The consents granted in this Ordinance are given by the City in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the District Legislation, the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the Texas Commission on Environmental Quality, or any rules, regulations, or policies of the Texas Attorney General. The consents granted and the provisions set forth in this Ordinance shall supersede any prior consents.

Section 5. Exhibits. All exhibits to this Ordinance are attached hereto and incorporated herein for all purposes.

Section 6. That the City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof was discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and is accordingly so ordained.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD DAY OF OCTOBER 2016.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17TH DAY OF OCTOBER 2016.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

APPROVED AS TO FORM:

Doris Speer
City Secretary

Loren Smith
City Attorney

1 directors' terms expire June 1, 2013.

2 (c) Section 3891.052 does not apply to this section.

3 (d) This section expires September 1, 2014.

4 [Sections 3891.055-3891.100 reserved for expansion]

5 SUBCHAPTER C. POWERS AND DUTIES

6 Sec. 3891.101. GENERAL POWERS AND DUTIES. The district has
7 the powers and duties necessary to accomplish the purposes for
8 which the district is created.

9 Sec. 3891.102. MUNICIPAL MANAGEMENT POWERS AND DUTIES. The
10 district has the powers and duties provided by the general laws of
11 this state, including Chapter 375, Local Government Code,
12 applicable to a municipal management district created under
13 Sections 52 and 52-a, Article III, and Section 59, Article XVI,
14 Texas Constitution.

15 Sec. 3891.103. DEVELOPMENT CORPORATION POWERS. The
16 district may exercise the powers given to a development corporation
17 under Chapter 505, Local Government Code.

18 Sec. 3891.104. SPORTS VENUE. The district may construct,
19 acquire, improve, maintain, and operate a sports venue, including
20 an arena, coliseum, stadium, or other type of area or facility used
21 for one or more professional or amateur sports or athletic events.

22 Sec. 3891.105. AGREEMENTS; GRANTS. The district may make
23 an agreement with or accept a gift, grant, or loan from any person.

24 Sec. 3891.106. MEMBERSHIP IN CHARITABLE ORGANIZATIONS. The
25 district may join and pay dues to a charitable or nonprofit
26 organization that performs a service or provides an activity
27 consistent with the furtherance of a district purpose.

1 Sec. 3891.107. ECONOMIC DEVELOPMENT PROGRAMS. (a) The
2 district may establish and provide for the administration of one or
3 more programs to promote state or local economic development and to
4 stimulate business and commercial activity in the district.

5 (b) The district has all of the economic development
6 authority that:

7 (1) Chapter 380, Local Government Code, grants to a
8 municipality with a population of more than 100,000; and

9 (2) Chapter 1509, Government Code, grants to a
10 municipality.

11 Sec. 3891.108. NO EMINENT DOMAIN. The district may not
12 exercise the power of eminent domain.

13 [Sections 3891.109-3891.150 reserved for expansion]

14 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

15 Sec. 3891.151. OPERATION AND MAINTENANCE TAX. (a) If
16 authorized at an election held in accordance with Section 3891.158,
17 the district may impose an annual operation and maintenance tax on
18 taxable property in the district in accordance with Section 49.107,
19 Water Code, for any district purpose, including to:

20 (1) maintain and operate the district;

21 (2) construct or acquire improvements; or

22 (3) provide a service.

23 (b) The board shall determine the tax rate. The rate may not
24 exceed the rate approved at the election.

25 Sec. 3891.152. CONTRACT TAXES. (a) In accordance with
26 Section 49.108, Water Code, the district may impose a tax other than
27 an operation and maintenance tax and use the revenue derived from

1 the tax to make payments under a contract after the provisions of
2 the contract have been approved by a majority of the district voters
3 voting at an election held for that purpose.

4 (b) A contract approved by the district voters may contain a
5 provision stating that the contract may be modified or amended by
6 the board without further voter approval.

7 Sec. 3891.153. AUTHORITY TO ISSUE BONDS AND OTHER
8 OBLIGATIONS. The district may issue bonds, notes, or other
9 obligations payable wholly or partly from ad valorem taxes, sales
10 and use taxes, assessments, impact fees, revenue, contract
11 payments, grants, or other district money, or any combination of
12 those sources of money, to pay for any authorized district purpose.

13 Sec. 3891.154. HOTEL OCCUPANCY TAX. (a) The district may
14 impose a hotel occupancy tax in the manner that Chapter 351, Tax
15 Code, provides for a municipality.

16 (b) A tax imposed under this section may not exceed the
17 maximum rate under Section 351.003(a), Tax Code.

18 Sec. 3891.155. SALES AND USE TAX. (a) The district may
19 impose a sales and use tax if authorized by a majority of the voters
20 of the district voting at an election held for that purpose.
21 Revenue from the tax may be used for any district purpose for which
22 ad valorem tax revenue is used.

23 (b) The district may not impose a sales and use tax if as a
24 result of the imposition of the tax the combined rate of all sales
25 and use taxes imposed by the district and other political
26 subdivisions of this state having territory in the district would
27 exceed the amount allowable by law at any location in the district.

1 (c) If the voters of the district approve the adoption of
2 the tax at an election held on the same election date on which
3 another political subdivision adopts a sales and use tax or
4 approves an increase in the rate of its sales and use tax and as a
5 result the combined rate of all sales and use taxes imposed by the
6 district and other political subdivisions of this state having
7 territory in the district would exceed the amount allowable by law
8 at any location in the district, the election to adopt a sales and
9 use tax under this chapter has no effect.

10 (d) Except as otherwise provided by this chapter, Chapter
11 321, Tax Code, applies to the imposition, computation,
12 administration, enforcement, and collection of the sales and use
13 tax imposed by this section.

14 Sec. 3891.156. TAXES FOR BONDS. At the time the district
15 issues bonds payable wholly or partly from ad valorem taxes, the
16 board shall provide for the annual imposition of an ad valorem tax,
17 without limit as to rate or amount, while all or part of the bonds
18 are outstanding as required and in the manner provided by Sections
19 54.601 and 54.602, Water Code.

20 Sec. 3891.157. BONDS FOR ROAD PROJECTS. At the time of
21 issuance the total principal amount of bonds or other obligations
22 incurred to finance a road project may not exceed one-fourth of the
23 assessed value of real property in the district.

24 Sec. 3891.158. ELECTIONS REGARDING TAXES AND BONDS. (a)
25 The district may issue, without an election, bonds, notes, and
26 other obligations secured by revenue or contract payments from any
27 source other than ad valorem taxes.

1 (b) The district must hold an election in the manner
2 provided by Chapters 49 and 54, Water Code, to obtain voter approval
3 before the district may impose an ad valorem tax or issue bonds
4 payable from ad valorem taxes.

5 (c) The district may not issue bonds payable from ad valorem
6 taxes to finance a road project unless the issuance is approved by a
7 vote of a two-thirds majority of the district voters voting at an
8 election held for that purpose.

9 SECTION 2. The Harris County Improvement District No. 17
10 initially includes all the territory contained in the following
11 area:

12 BEING 606.1394 acres of land out of a 644.0794 acre tract, that same
13 tract described in a deed filed for record July 06, 1933 in Volume
14 932, Page 98, Deed Records, Harris County, Texas, from John D. Reid,
15 et al, to Humble Oil and Refining Company, all of the Chauncy
16 Goodrich Survey Number 776, Patent 466, Volume 1, Abstract 305,
17 containing 640 acres more or less in Harris County, Texas; said
18 606.1394 acres more fully described as follows: BEGINNING at a 12
19 inch diameter wood fence post found in the West line of the Sam
20 Lewis Survey, Abstract 1704, the Southeast corner of the J. M.
21 Hooper Survey, Abstract 375 and the Northeast corner of the Chauncy
22 Goodrich Survey; THENCE South 00° 19' 00" East, with the West line of
23 the Lewis Survey, a distance of 1005.00 feet to a point for the most
24 Easterly Northeast corner of that certain 9.26 acre tract, conveyed
25 to Humble Oil and Refining Company from Magnolia Petroleum Company,
26 by deed filed for record in Volume 1063, Page 557, Deed Records,
27 Harris County, Texas; THENCE North 29° 36' 00" West, a distance of

H.B. No. 4829

1 206.4 feet to a point for corner in the North line of said 9.26 acres
2 ;THENCE South 89° 41' 00" West, a distance of 449.00 feet to a point
3 in the East line of that certain 28.68 acre tract conveyed to Humble
4 Oil and Refining Company from Socony Mobil Oil Company,
5 Incorporation, by deed filed for record in Volume 6028, Page 80 or
6 Harris County Clerk's File Number C139334, Harris County Deed
7 Records, said point being the Northwest corner of said 9.26 acre
8 tract; THENCE with the perimeter lines of said 28.68 acres the
9 following calls:
10 (1) North 00° 19' 00" West, a distance of 586.4 feet to corner;
11 (2) South 89° 36' 00" West, a distance of 597.9 feet to corner;
12 (3) South 00° 31' 00" East, a distance of 434.1 feet to corner;
13 (4) South 88° 43' 00" West, a distance of 418.6 feet to corner;
14 (5) North 01° 00' 00" West, a distance of 211.2 feet to corner;
15 (6) South 89° 00' 00" West, a distance of 394.5 feet to corner;
16 (7) South 00° 54' 00" East, a distance of 500.00 feet to corner;
17 (8) South 89° 13' 00" East, a distance of 508.4 feet to corner;
18 (9) South 00° 54' 00" East, a distance of 411.6 feet to corner;
19 (10) North 89° 38' 00" East, a distance of 289.7 feet to corner;
20 (11) South 00° 36' 00" East, a distance of 180.8 feet to corner;
21 (12) North 89° 38' 00" East, passing at 603.6 feet the Southeast
22 corner of said 28.68 acres, the Southwest corner of said 9.26 acres,
23 continuing with the South line of said 9.26 acres, in all, a
24 distance of 1153.6 feet to a point for the Southeast corner of said
25 9.26 acres in the West line of the Lewis Survey, the East line of the
26 Goodrich Survey and said 644.0794 acre tract: THENCE South 00° 19'
27 00" East, with the West line of the Lewis Survey, a distance of

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1 3706.59 feet to a 1 inch iron pipe found in the North line of the
2 August Senechal Survey, Abstract 722 and Lot 53 of Boudreaux
3 Estates, unrecorded subdivision; THENCE South 89° 19' 23" West, with
4 the North line of the Senechal Survey, Lots 50, 51, 52 and 53 of said
5 Boudreaux Estates, a 16.349 acre tract conveyed to John E. Kolb,
6 Trustee of Harris County, recorded under Harris County Clerk's File
7 Number F196319, passing it's Northwest corner and the common North
8 corner of said Senechal Survey and I & G. N. R. R. Company Survey,
9 Abstract 952 at 2385 feet more or less, continuing in the North line
10 of said I & G. N. R. R. Company Survey and a 6.470 acre tract
11 recorded under Harris County Clerk's File Number R716867 and along
12 a wire fence, in all, a distance of 5279.26 feet to a 3/4 inch iron
13 pipe found at the base of a fence corner post, said pipe marking the
14 Southeast corner of the John M. Hooper Survey, Abstract 372, the
15 Southeast corner of the William Kobs, 323 acre tract, recorded in
16 Volume 16, Page 188, Deed Records, Harris County, Texas and the
17 Southwest corner of the Chauncy Goodrich Survey and the tract
18 herein described; THENCE North 00° 13' 42" West, with the East line
19 of the Kobs Tract, the East line of the Hooper Survey, the West line
20 of the Goodrich Survey and along a wire fence, a distance of 5355.75
21 feet to a fence corner post found in the South line of the Hooper
22 Survey, Abstract 375, marking the Northwest corner of the tract
23 herein described from which a 5/8 inch iron rod found bears North
24 86° 01'14" West, 4.65 feet; THENCE South 89° 52' 17" East, with the
25 South line of the Hooper Survey, Abstract 375, the North line of the
26 Goodrich Survey, the tract herein described and along a wire fence,
27 a distance of 5271.05 feet to the PLACE OF BEGINNING containing

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1 606.1394 acres. Together with the following: (1) a 60 foot wide road
2 easement extending from the Southwest right-of-way of State Highway
3 249 West to the common line between the Sam Lewis Survey, Abstract
4 1704, and the C. N. Pillot Survey, Abstract 632, recorded under
5 Harris County Clerk's File Number S283266, Official Public Records
6 of Real Property, Harris County, Texas; (2) a 100 foot wide road
7 easement extending from the common line between the Lewis Survey
8 and the Pillot Survey, West, to the East line of the Chauncy
9 Goodrich Survey, Abstract 305, recorded in Volume 934, Page 27,
10 Deed Records, Harris County, Texas; (3) a 100 foot wide road
11 easement, extending West from the Goodrich Survey East line and
12 being more fully described as follows: BEGINNING at a 1/2 inch iron
13 rod found for the Northwest corner of that certain 100 foot wide
14 road easement recorded in Volume 934, Page 27, Deed Records, Harris
15 County, Texas, in the West line of the Sam Lewis Survey, Abstract
16 1704, the East line of the Chauncy Goodrich Survey, Abstract 305;
17 THENCE South 00° 19' 00" East, with the East line of the Goodrich
18 Survey, a distance of 100.00 feet; THENCE South 89° 18' 37" West, a
19 distance of 1118.84 feet to a 1/2 inch iron rod found for corner;
20 THENCE North 00° 54' 00" West, a distance of 100.00 feet to a 1/2
21 inch iron rod found in the South line of that certain 28.68 acre
22 tract recorded in Volume 6028, Page 80, Deed Records, Harris
23 County, Texas, the Northwest corner of the tract herein described;
24 THENCE North 89° 18' 37" East, with the South line of said 28.68 acre
25 tract and a 9.26 acre Tomball Gas Plant Tract recorded in Volume
26 1063, Page 557, Deed Records, Harris County, Texas, a distance of
27 1119.86 feet to the PLACE OF BEGINNING, containing 2.56 acres more

1 or less.

2 SECTION 3. (a) The legal notice of the intention to
3 introduce this Act, setting forth the general substance of this
4 Act, has been published as provided by law, and the notice and a
5 copy of this Act have been furnished to all persons, agencies,
6 officials, or entities to which they are required to be furnished
7 under Section 59, Article XVI, Texas Constitution, and Chapter 313,
8 Government Code.

9 (b) The governor, one of the required recipients, has
10 submitted the notice and Act to the Texas Commission on
11 Environmental Quality.

12 (c) The Texas Commission on Environmental Quality has filed
13 its recommendations relating to this Act with the governor,
14 lieutenant governor, and speaker of the house of representatives
15 within the required time.

16 (d) The general law relating to consent by political
17 subdivisions to the creation of districts with conservation,
18 reclamation, and road powers and the inclusion of land in those
19 districts has been complied with.

20 (e) All requirements of the constitution and laws of this
21 state and the rules and procedures of the legislature with respect
22 to the notice, introduction, and passage of this Act have been
23 fulfilled and accomplished.

24 SECTION 4. This Act takes effect immediately if it receives
25 a vote of two-thirds of all the members elected to each house, as
26 provided by Section 39, Article III, Texas Constitution. If this
27 Act does not receive the vote necessary for immediate effect, this

H.B. No. 4829

1 Act takes effect September 1, 2009.

H.B. No. 4829

President of the Senate

Speaker of the House

I certify that H.B. No. 4829 was passed by the House on May 15, 2009, by the following vote: Yeas 144, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 4829 was passed by the Senate on May 27, 2009, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

PETITION FOR ADDITION OF CERTAIN LAND TO THE DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

TO THE BOARD OF DIRECTORS OF
HARRIS COUNTY IMPROVEMENT DISTRICT NO. 17

Merenco Realty, Inc., a Texas corporation (herein "Petitioner"), hereby petitions the Board of Directors (the "Board") of Harris County Improvement District No. 17 (the "District") for inclusion within the District of the land hereinafter described, so that such land shall be added to, and become a part of, the District.

In support of this Petition, Petitioner would respectfully show unto the Board the following:

I.

Petitioner is the owner of those certain tracts of land described by metes and bounds in Exhibit "A" (collectively, the "Tract") attached hereto and made a part hereof for all purposes.

II.

No person or entity holds a lien on the Tract.

III.

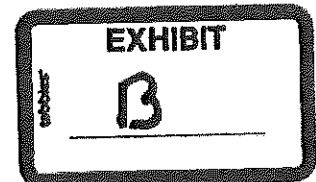
There are no tenants on the Tract, and no one currently resides upon the Tract.

IV.

The Tract lies wholly within the extraterritorial jurisdiction of the City of Tomball, Texas, and is not located within the boundaries of any incorporated city or town.

V.

Petitioner agrees and states that the addition of the Tract to the District is feasible, practicable and to the advantage of the District, and the water, sewer, drainage systems, roads, parks and recreation and other improvements of the District are or will be sufficient to supply the Tract without injuring land already in the District.



VI.

This Petition shall constitute an election on the part of Petitioner, its successors and assigns, for the aforesaid land and any improvements which are now or may hereafter be constructed thereon to become liable for all present and future debts of the District in the same manner and to the same extent as other lands and improvements in the District are liable for the District's debts.

VII.

Petitioner, its successors and assigns, hereby agrees that the Tract and all improvements thereon, presently existing or to be constructed, shall be liable for its pro rata share of (i) all voted but unissued bonds of the District which were authorized at various elections held within the District, and which may hereafter be issued and sold by the District; and (ii) all bonds of the District hereafter voted and which may hereafter be issued and sold by the District. This Petition constitutes authorization by Petitioner, its successors and assigns, for the Board of Directors of the District (i) to issue and sell all of the remaining voted but unissued bonds of the District for the purposes and upon the terms and conditions such bonds were voted, in one or more issues or series, at a future date or dates, when the Board's judgment such amounts are required for the authorized purposes; and (ii) to issue and sell all of the District's bonds to be voted hereafter, for the purposes and upon the terms and conditions for such bonds to be voted, in one or more issues or series, at a future date or dates, when the Board's judgment such amounts are required for the authorized purposes.

VIII.

This Petition shall further be considered the consent and authorization of Petitioner, its successors and assigns, for all the taxable land described in Exhibit "A" and all improvements thereon, presently existing or to be constructed, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal and interest on the District's voted but unissued bonds; and (2) all other purposes for which the District may lawfully levy taxes, including taxes levied for maintenance purposes.

IX.

For and in consideration of the addition of the Tract to the District, Petitioner agrees that the covenants contained herein shall become fixed with the land, shall run with the land, and shall be binding on Petitioner, its successors and assigns.

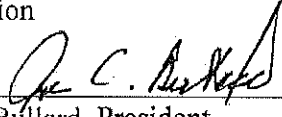
WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the Secretary of the Board; that, thereafter this Petition be heard by the Board and granted in all respects; that, the Tract be added to and become a part of the District, as provided by law, including particularly Chapters 49 and 54, Texas Water Code, as amended; that, after it has been heard and granted, this Petition and the Board's action hereon be filed of record in the Office of the County Clerks of Harris and Montgomery Counties, Texas; and that Petitioner have such other Orders and relief to which it may show itself entitled.

RESPECTFULLY SUBMITTED 10th day of July, 2015.

“PETITIONER”

Merenco Realty, Inc.,
a Texas corporation

By:


Joe C. Bullard, President

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this 10th day of July, 2015, by Joe C. Bullard, President of Merenco Realty, Inc. a Texas corporation, in the capacity therein stated.




NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1320172638

3.2526 acres of land, more or less, situated in the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, being the remainder of that certain called 145.78 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County Clerk's File Number F-014298, said 3.2526 acres of land being more particularly described by metes and bounds as follows:

D

BEGINNING at a 1 inch iron pipe found in the Easterly line of that certain called 640 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20130384778, and the Southerly line of that certain called 100 foot roadway easement as described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers S-457983 and S-457984 and under Volume 934, Page 27 of the Deed Records of Harris County, Texas;

Thence, N 87°55'58" E, along the Southerly line of said 100 foot roadway easement, a distance of 289.48 feet to a 5/8 inch iron rod with cap set for the Northwestern corner of that certain called Parcel "B" conveyed to the Harris County Flood Control District by deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number L-951535, for a point of non-tangent curvature to the right;

Thence, in a Southerly direction along the Westerly line of said Parcel "B", with said curve to the right, having a central angle of 21°51'17", a radius of 1050.00 feet, an arc length of 400.51 feet, a chord bearing of S 10°45'04" W and a chord distance of 398.08 feet to a 5/8 inch iron rod with cap set for a point of tangency;

Thence, S 21°40'43" W, along a Northwesternly line of said Parcel "B", a distance of 472.55 feet to a 5/8 inch iron rod with cap set in the Easterly line of said 640 acre tract for a Westerly corner of said Parcel "B";

Thence, N 02°49'35" W, along the Easterly line of said 640 acre tract, a distance of 820.78 feet to the POINT OF BEGINNING and containing 3.2526 acres of land, more or less.

Note: Title Company does not represent that the above acreage or square footage calculations are correct.

HCID 17 - Capital Improvements Projects
7/12/2016

Land Development Projects	Capital			
	Construction	Engineering (18%)	Contingency (10%)	Total Cost
I. Black Oak Section 1				
Paving	\$ 1,577,255	\$ 283,905.90	\$ 157,725.50	\$ 2,018,886
Drainage/Detention	\$ 1,937,802	\$ 348,804.36	\$ 193,780.20	\$ 2,480,387
Landscaping/Irrigation/Amenity/Rec	\$ 1,880,000	\$ 338,400.00	\$ 188,000.00	\$ 2,406,400
Street Lighting	\$ 38,154	\$ 6,867.72	\$ 3,815.40	\$ 48,837
Land/ROW/Amenity/Recreational	\$ 447,150	\$ 80,487.00	\$ 44,715.00	\$ 572,352
Subtotal	\$ 5,880,361	\$ 1,058,465	\$ 588,036	\$ 7,526,862
II. Black Oak Section 2				
Paving	\$ 1,131,856	\$ 203,734.08	\$ 113,185.60	\$ 1,448,776
Drainage/Detention	\$ 1,284,515	\$ 231,212.70	\$ 128,451.50	\$ 1,644,179
Landscaping/Irrigation/Amenity/Rec	\$ 750,000	\$ 135,000.00	\$ 75,000.00	\$ 960,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 1,044,450	\$ 188,001.00	\$ 104,445.00	\$ 1,336,896
Subtotal	\$ 4,240,821	\$ 763,348	\$ 424,082	\$ 5,428,251
III. Black Oak Section 3				
Paving	\$ 983,000	\$ 176,940.00	\$ 98,300.00	\$ 1,258,240
Drainage/Detention	\$ 308,427	\$ 55,516.86	\$ 30,842.70	\$ 394,787
Landscaping/Irrigation/Amenity/Rec	\$ 450,000	\$ 81,000.00	\$ 45,000.00	\$ 576,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 273,900	\$ 49,302.00	\$ 27,390.00	\$ 350,592
Subtotal	\$ 2,045,327	\$ 368,159	\$ 204,533	\$ 2,618,019
IV. Black Oak Section 4				
Paving	\$ 922,552	\$ 166,059.36	\$ 92,255.20	\$ 1,180,867
Drainage/Detention	\$ 367,585	\$ 66,165.30	\$ 36,758.50	\$ 470,509
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$ 384,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 251,350	\$ 45,243.00	\$ 25,135.00	\$ 321,728
Subtotal	\$ 1,871,487	\$ 336,868	\$ 187,149	\$ 2,395,503
V. Enclave at Dobbin Section 1				
Paving	\$ 1,007,799	\$ 181,403.82	\$ 100,779.90	\$ 1,289,983
Drainage/Detention	\$ 1,472,768	\$ 265,098.24	\$ 147,276.80	\$ 1,885,143
Landscaping/Irrigation/Amenity/Rec	\$ 800,000	\$ 144,000.00	\$ 80,000.00	\$ 1,024,000
Street Lighting	\$ 35,000	\$ 6,300.00	\$ 3,500.00	\$ 44,800
Land/ROW/Amenity/Recreational	\$ 836,400	\$ 150,552.00	\$ 83,640.00	\$ 1,070,592
Subtotal	\$ 4,151,967	\$ 747,354	\$ 415,197	\$ 5,314,518
VI. Enclave at Dobbin Section 2				
Paving	\$ 700,643	\$ 126,115.74	\$ 70,064.30	\$ 896,823
Drainage/Detention	\$ 278,229	\$ 50,081.22	\$ 27,822.90	\$ 356,133
Landscaping/Irrigation/Amenity/Rec	\$ 1,600,000	\$ 288,000.00	\$ 160,000.00	\$ 2,048,000
Street Lighting	\$ 35,000	\$ 6,300.00	\$ 3,500.00	\$ 44,800
Land/ROW/Amenity/Recreational	\$ 216,240	\$ 38,923.20	\$ 21,624.00	\$ 276,787
Subtotal	\$ 2,830,112	\$ 509,420	\$ 283,011	\$ 3,622,543
VII. Enclave at Dobbin Section 3				
Paving	\$ 667,633	\$ 120,173.94	\$ 66,763.30	\$ 854,570
Drainage/Detention	\$ 131,254	\$ 23,625.72	\$ 13,125.40	\$ 168,005
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$ 384,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 174,420	\$ 31,395.60	\$ 17,442.00	\$ 223,258
Subtotal	\$ 1,303,307	\$ 234,595	\$ 130,331	\$ 1,668,233
VIII. Enclave at Dobbin Section 4				
Paving	\$ 255,100	\$ 45,918.00	\$ 25,510.00	\$ 326,528
Drainage/Detention	\$ 78,133	\$ 14,063.94	\$ 7,813.30	\$ 100,010
Landscaping/Irrigation/Amenity/Rec	\$ 100,000	\$ 18,000.00	\$ 10,000.00	\$ 128,000
Street Lighting	\$ 20,000	\$ 3,600.00	\$ 2,000.00	\$ 25,600
Land/ROW/Amenity/Recreational	\$ 38,250	\$ 6,885.00	\$ 3,825.00	\$ 48,960
Subtotal	\$ 491,483	\$ 88,467	\$ 49,148	\$ 629,098



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IX. Colony at Pinehurst Section 1					
Paving	\$ 522,800	\$ 94,104.00	\$ 52,280.00	\$	669,184
Drainage/Detention	\$ 1,500,000	\$ 270,000.00	\$ 150,000.00	\$	1,920,000
Landscaping/Irrigation/Amenity/Rec	\$ 389,961	\$ 70,192.98	\$ 38,996.10	\$	499,150
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Land/ROW/Amenity/Recreational	\$ 398,000	\$ 71,640.00	\$ 39,800.00	\$	509,440
Subtotal	\$ 2,835,761	\$ 510,497	\$ 283,576	\$	3,629,774
X. Colony at Pinehurst Section 2					
Paving	\$ 900,000	\$ 162,000.00	\$ 90,000.00	\$	1,152,000
Drainage/Detention	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Landscaping/Irrigation/Amenity/Rec	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Land/ROW/Amenity/Recreational	\$ 107,250	\$ 19,305.00	\$ 10,725.00	\$	137,280
Subtotal	\$ 2,432,250	\$ 437,805	\$ 243,225	\$	3,113,280
XI. Colony at Pinehurst Section 3					
Paving	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Drainage/Detention	\$ 275,000	\$ 49,500.00	\$ 27,500.00	\$	352,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Land/ROW/Amenity/Recreational	\$ 86,000	\$ 15,480.00	\$ 8,600.00	\$	110,080
Subtotal	\$ 1,786,000	\$ 321,480	\$ 178,600	\$	2,286,080
XII. Brandy Villas Sec 1					
Paving	\$ 480,000	\$ 86,400.00	\$ 48,000.00	\$	614,400
Drainage/Detention	\$ 639,379	\$ 115,088.22	\$ 63,937.90	\$	818,405
Landscaping/Irrigation/Amenity/Rec	\$ 350,000	\$ 63,000.00	\$ 35,000.00	\$	448,000
Street Lighting	\$ 15,000	\$ 2,700.00	\$ 1,500.00	\$	19,200
Land/ROW/Amenity/Recreational	\$ 568,820	\$ 102,387.60	\$ 56,882.00	\$	728,090
Subtotal	\$ 2,053,199	\$ 369,576	\$ 205,320	\$	2,628,095
XIII. Prestige Development					
Paving	\$ 840,000	\$ 151,200.00	\$ 84,000.00	\$	1,075,200
Drainage/Detention	\$ 500,000	\$ 90,000.00	\$ 50,000.00	\$	640,000
Recreation	\$ 400,000	\$ 72,000.00	\$ 40,000.00	\$	512,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Right-of-Way	\$ 275,000	\$ 49,500.00	\$ 27,500.00	\$	352,000
Subtotal	\$ 2,340,000	\$ 421,200	\$ 234,000	\$	2,995,200
XIV. Mostyn Community Sec 1					
Paving	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Drainage/Detention	\$ 1,300,000	\$ 234,000.00	\$ 130,000.00	\$	1,664,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 36,000	\$ 6,480.00	\$ 3,600.00	\$	46,080
Land/ROW/Amenity/Recreational	\$ 350,000	\$ 63,000.00	\$ 35,000.00	\$	448,000
Subtotal	\$ 3,086,000	\$ 555,480	\$ 308,600	\$	3,950,080
XV. Mostyn Community Sec 2					
Paving	\$ 1,200,000	\$ 216,000.00	\$ 120,000.00	\$	1,536,000
Drainage/Detention	\$ 390,000	\$ 70,200.00	\$ 39,000.00	\$	499,200
Landscaping/Irrigation/Amenity/Rec	\$ 1,200,000	\$ 216,000.00	\$ 120,000.00	\$	1,536,000
Street Lighting	\$ 98,000	\$ 6,840.00	\$ 3,800.00	\$	48,640
Land/ROW/Amenity/Recreational	\$ 150,000	\$ 27,000.00	\$ 15,000.00	\$	192,000
Subtotal	\$ 2,978,000	\$ 536,040	\$ 297,800	\$	3,811,840
XVI. Mostyn Community Sec 3					
Paving	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Drainage/Detention	\$ 1,300,000	\$ 234,000.00	\$ 130,000.00	\$	1,664,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$	38,400
Land/ROW/Amenity/Recreational	\$ 150,000	\$ 27,000.00	\$ 15,000.00	\$	192,000
Subtotal	\$ 2,880,000	\$ 518,400	\$ 288,000	\$	3,686,400

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XVII. Mill Creek Sec 1 North					
Paving	\$ 1,523,800	\$ 274,284.00	\$ 152,380.00	\$ 1,950,464	
Drainage/Detention	\$ 1,490,100	\$ 268,218.00	\$ 149,010.00	\$ 1,907,328	
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$ 384,000	
Street Lighting	\$ 35,000	\$ 6,300.00	\$ 3,500.00	\$ 44,800	
Land/ROW/Amenity/Recreational	\$ 816,500	\$ 146,970.00	\$ 81,650.00	\$ 1,045,120	
Subtotal	\$ 4,165,400	\$ 749,772	\$ 416,540	\$ 5,331,712	
XVIII. Mill Creek Sec 2 North					
Paving	\$ 1,233,100	\$ 221,958.00	\$ 123,310.00	\$ 1,578,368	
Drainage/Detention	\$ 610,115	\$ 109,820.70	\$ 61,011.50	\$ 780,947	
Landscaping/Irrigation/Amenity/Rec	\$ 100,000	\$ 18,000.00	\$ 10,000.00	\$ 128,000	
Street Lighting		\$ -	\$ -	\$ -	
Land/ROW/Amenity/Recreational	\$ 288,000	\$ 51,840.00	\$ 28,800.00	\$ 368,640	
Subtotal	\$ 2,231,215	\$ 401,619	\$ 223,122	\$ 2,855,955	
XIX. Willow Creek Sec 1					
Paving	\$ 2,703,500	\$ 486,630.00	\$ 270,350.00	\$ 3,460,480	
Drainage/Detention	\$ 13,821,319	\$ 2,487,837.42	\$ 1,382,131.90	\$ 17,691,288	
Recreation	\$ 573,536	\$ 103,236.48	\$ 57,353.60	\$ 734,126	
Landscaping/Irrigation/Amenity/Rec	\$ 800,000	\$ 144,000.00	\$ 80,000.00	\$ 1,024,000	
Street Lighting	\$ 40,000	\$ 7,200.00	\$ 4,000.00	\$ 51,200	
Land/ROW/Amenity/Recreational	\$ 2,016,000	\$ 362,880.00	\$ 201,600.00	\$ 2,580,480	
Subtotal	\$ 19,954,355	\$ 3,591,784	\$ 1,995,436	\$ 25,541,574	
XX. Lone Oak Sec 1					
Paving	\$ 975,014	\$ 175,502.52	\$ 97,501.40	\$ 1,248,018	
Drainage/Detention	\$ 767,311	\$ 138,115.98	\$ 76,731.10	\$ 982,158	
Landscaping/Irrigation/Amenity/Rec	\$ -	\$ -	\$ -	\$ -	
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400	
Land/ROW/Amenity/Recreational	\$ 119,600	\$ 21,528.00	\$ 11,960.00	\$ 153,088	
Subtotal	\$ 1,891,925	\$ 340,547	\$ 189,193	\$ 2,421,664	
XXI. Lone Oak Sec 2					
Paving	\$ 459,408	\$ 82,693.44	\$ 45,940.80	\$ 588,042	
Drainage/Detention	\$ 194,625	\$ 35,032.50	\$ 19,462.50	\$ 249,120	
Landscaping/Irrigation/Amenity/Rec	\$ -	\$ -	\$ -	\$ -	
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400	
Land/ROW/Amenity/Recreational	\$ 34,500	\$ 6,210.00	\$ 3,450.00	\$ 44,160	
Subtotal	\$ 718,533	\$ 129,336	\$ 71,853	\$ 919,722	
XXII. Lone Oak Sec 3					
Paving	\$ 471,000	\$ 84,780.00	\$ 47,100.00	\$ 602,880	
Drainage/Detention	\$ 363,343	\$ 65,401.74	\$ 36,334.30	\$ 465,079	
Landscaping/Irrigation/Amenity/Rec	\$ -	\$ -	\$ -	\$ -	
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400	
Land/ROW/Amenity/Recreational	\$ 46,000	\$ 8,280.00	\$ 4,600.00	\$ 58,880	
Subtotal	\$ 910,343	\$ 163,862	\$ 91,034	\$ 1,165,239	
		Capital			
		Construction	Engineering (18%)	Contingency (10%)	Total Cost
HCID 17 5-Year Total	\$ 73,077,846.00	\$ 13,154,012.28	\$ 7,307,784.60	\$ 93,539,642.88	

**PETITION FOR CONSENT TO THE CREATION OF
HARRIS COUNTY IMPROVEMENT DISTRICT NO. 17 AND
CONSENT TO ANNEX LAND INTO THE DISTRICT AND
APPROVAL OF CAPITAL IMPROVEMENT BUDGET**

THE STATE OF TEXAS §
 §
COUNTIES OF HARRIS §
AND MONTGOMERY §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS:

I.

Harris County Improvement District No. 17 (the "District"), located in Harris County, Texas, and Montgomery County, Texas, was heretofore duly created by the Legislature of the State of Texas in the 81st Regular Session and is partially located in the extraterritorial jurisdiction of the City of Tomball, Texas (the "City").

II.

The District was created and operates under the authority of House Bill 4829, 81st Regular Session, as Codified in Chapter 3891, Texas Special District Local Laws Code; Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59, of the Texas Constitution; Chapter 375, Texas Local Government Code; and Chapters 49 and 54, Texas Water Code, and has all of the purposes and powers described therein.

III.

The legislation creating the District and containing the metes and bounds description of the boundaries of the District is attached as **Exhibit "A"**.

IV.

The District hereby seeks the City's consent to its creation.

V.

In addition, the undersigned Board of Directors of the District and Merenco Realty, Inc., a Texas corporation (the "Property Owner"), respectfully petition the City for its consent to the addition of land to the District. In support thereof, a Petition for Consent to Annex Land into the District, signed by the Board and the Property Owner and containing a description of the land to be annexed into the District (the "Tract"), is attached hereto as **Exhibit "B"**.

VI.

In furtherance of the purposes for which it was created, the District's Board of Directors has developed the District's five-year Capital Improvement Budget, a copy of which is attached hereto as Exhibit "C", covering the District's proposed improvement program, including facilities to be purchased or constructed.

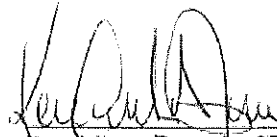
VII.

The District hereby seeks the City's approval of the attached Capital Improvement Budget.

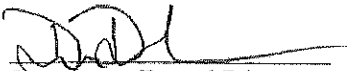
WHEREFORE, the undersigned respectfully prays that this Petition be granted in all respects and that the City Council of the City of Tomball, Texas, adopt an ordinance giving its written consent (1) to the creation of the District; (2) to the addition of the Tract to the boundaries of the District; and (3) approval of the District's five-year Capital Improvement Budget attached hereto.

[EXECUTION PAGE FOLLOWS]

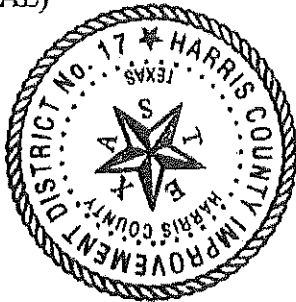
RESPECTFULLY SUBMITTED this 27th day of May, 2016.


President, Board of Directors

ATTEST:


Secretary, Board Directors

(SEAL)



AN ACT

relating to the creation of the Harris County Improvement District No. 17; providing authority to impose an assessment, impose a tax, and issue bonds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle C, Title 4, Special District Local Laws Code, is amended by adding Chapter 3891 to read as follows:

CHAPTER 3891. HARRIS COUNTY IMPROVEMENT DISTRICT NO. 17

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 3891.001. DEFINITIONS. In this chapter:

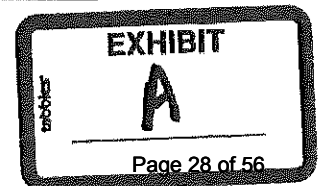
(1) "Board" means the district's board of directors.

(2) "Director" means a board member.

(3) "District" means the Harris County Improvement District No. 17.

Sec. 3891.002. NATURE OF DISTRICT. The Harris County Improvement District No. 17 is a special district created under Section 59, Article XVI, Texas Constitution.

Sec. 3891.003. PURPOSE; DECLARATION OF INTENT. (a) The creation of the district is essential to accomplish the purposes of Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, and other public purposes stated in this chapter. By creating the district and in authorizing the City of Houston, Harris County, and other political subdivisions to contract with the district, the legislature has established a



1 program to accomplish the public purposes set out in Section 52-a,
2 Article III, Texas Constitution.

3 (b) The creation of the district is necessary to promote,
4 develop, encourage, and maintain employment, commerce,
5 transportation, housing, tourism, recreation, the arts,
6 entertainment, economic development, safety, and the public
7 welfare in the district.

8 (c) This chapter and the creation of the district may not be
9 interpreted to relieve Harris County from providing the level of
10 services provided, as of the effective date of the Act enacting this
11 chapter, to the area in the district. The district is created to
12 supplement and not to supplant the county services provided in the
13 area in the district.

14 Sec. 3891.004. FINDINGS OF BENEFIT AND PUBLIC PURPOSE. (a)
15 The district is created to serve a public use and benefit.

16 (b) All land and other property included in the district
17 will benefit from the improvements and services to be provided by
18 the district under powers conferred by Sections 52 and 52-a,
19 Article III, and Section 59, Article XVI, Texas Constitution, and
20 other powers granted under this chapter.

21 (c) The creation of the district is in the public interest
22 and is essential to:

23 (1) further the public purposes of developing and
24 diversifying the economy of the state;

25 (2) eliminate unemployment and underemployment; and

26 (3) develop or expand transportation and commerce.

27 (d) The district will:

1 (1) promote the health, safety, and general welfare of
2 residents, employers, employees, potential employees, visitors,
3 and consumers in the district, and of the public;

4 (2) provide needed funding for the district to
5 preserve, maintain, and enhance the economic health and vitality of
6 the district territory as a community and business center;

7 (3) promote the health, safety, welfare, and enjoyment
8 of the public by providing pedestrian ways and by landscaping and
9 developing certain areas in the district, which are necessary for
10 the restoration, preservation, and enhancement of scenic beauty;
11 and

12 (4) provide for water, wastewater, drainage, road,
13 and recreational facilities for the district.

14 (e) Pedestrian ways along or across a street, whether at
15 grade or above or below the surface, and street lighting, street
16 landscaping, parking, and street art objects are parts of and
17 necessary components of a street and are considered to be a street
18 or road improvement.

19 (f) The district will not act as the agent or
20 instrumentality of any private interest even though the district
21 will benefit many private interests as well as the public.

22 Sec. 3891.005. INITIAL DISTRICT TERRITORY. (a) The
23 district is initially composed of the territory described by
24 Section 2 of the Act enacting this chapter.

25 (b) The boundaries and field notes contained in Section 2 of
26 the Act enacting this chapter form a closure. A mistake in the
27 field notes or in copying the field notes in the legislative process

1 does not affect the district's:

2 (1) organization, existence, or validity;

3 (2) right to issue any type of bond for the purposes
4 for which the district is created or to pay the principal of and
5 interest on the bond;

6 (3) right to impose or collect an assessment or tax; or

7 (4) legality or operation.

8 Sec. 3891.006. ELIGIBILITY FOR INCLUSION IN SPECIAL ZONES.

9 All or any part of the area of the district is eligible to be
10 included in:

11 (1) a tax increment reinvestment zone created under
12 Chapter 311, Tax Code;

13 (2) a tax abatement reinvestment zone created under
14 Chapter 312, Tax Code; or

15 (3) an enterprise zone created under Chapter 2303,
16 Government Code.

17 Sec. 3891.007. APPLICABILITY OF MUNICIPAL MANAGEMENT
18 DISTRICTS LAW. Except as otherwise provided by this chapter,
19 Chapter 375, Local Government Code, applies to the district.

20 [Sections 3891.008-3891.050 reserved for expansion]

21 SUBCHAPTER B. BOARD OF DIRECTORS

22 Sec. 3891.051. GOVERNING BODY; TERMS. The district is
23 governed by a board of five directors who serve staggered terms of
24 four years, with two or three directors' terms expiring June 1 of
25 each odd-numbered year.

26 Sec. 3891.052. APPOINTMENT OF DIRECTORS. (a) The board
27 shall recommend to the Harris County Commissioners Court persons to

1 serve on the succeeding board.

2 (b) After reviewing the board's recommendations of persons
3 to serve on the succeeding board, the commissioners court shall
4 appoint as directors or disapprove the recommended persons.

5 (c) If the governing body of the City of Houston objects to
6 any of the board's recommendations of persons to serve on the
7 succeeding board, the board, on the request of the commissioners
8 court, shall submit additional recommendations.

9 (d) Board members may serve successive terms.

10 (e) If any provision of Subsections (a) through (d) is found
11 to be invalid, the Texas Commission on Environmental Quality shall
12 appoint the succeeding board from recommendations of persons to
13 serve on the succeeding board submitted by the board.

14 Sec. 3891.053. ELIGIBILITY. To be eligible to serve as a
15 director, a person must meet the qualifications in Section 375.063,
16 Local Government Code.

17 Sec. 3891.054. INITIAL DIRECTORS. (a) The initial board
18 consists of the following voting directors:

	<u>Pos. No. Name of Director</u>
19	
20	<u>1 Joe Bullard</u>
21	<u>2 Hollis Bullard</u>
22	<u>3 Tim Culp</u>
23	<u>4 Joe Fogarty</u>
24	<u>5 Art DePue</u>

25 (b) Of the initial directors, the terms of three directors
26 expire June 1, 2011, and the terms of two directors expire June 1,
27 2013. The initial directors shall draw lots to determine which two

1 directors' terms expire June 1, 2013.

2 (c) Section 3891.052 does not apply to this section.

3 (d) This section expires September 1, 2014.

4 [Sections 3891.055-3891.100 reserved for expansion]

5 SUBCHAPTER C. POWERS AND DUTIES

6 Sec. 3891.101. GENERAL POWERS AND DUTIES. The district has
7 the powers and duties necessary to accomplish the purposes for
8 which the district is created.

9 Sec. 3891.102. MUNICIPAL MANAGEMENT POWERS AND DUTIES. The
10 district has the powers and duties provided by the general laws of
11 this state, including Chapter 375, Local Government Code,
12 applicable to a municipal management district created under
13 Sections 52 and 52-a, Article III, and Section 59, Article XVI,
14 Texas Constitution.

15 Sec. 3891.103. DEVELOPMENT CORPORATION POWERS. The
16 district may exercise the powers given to a development corporation
17 under Chapter 505, Local Government Code.

18 Sec. 3891.104. SPORTS VENUE. The district may construct,
19 acquire, improve, maintain, and operate a sports venue, including
20 an arena, coliseum, stadium, or other type of area or facility used
21 for one or more professional or amateur sports or athletic events.

22 Sec. 3891.105. AGREEMENTS; GRANTS. The district may make
23 an agreement with or accept a gift, grant, or loan from any person.

24 Sec. 3891.106. MEMBERSHIP IN CHARITABLE ORGANIZATIONS. The
25 district may join and pay dues to a charitable or nonprofit
26 organization that performs a service or provides an activity
27 consistent with the furtherance of a district purpose.

1 Sec. 3891.107. ECONOMIC DEVELOPMENT PROGRAMS. (a) The
2 district may establish and provide for the administration of one or
3 more programs to promote state or local economic development and to
4 stimulate business and commercial activity in the district.

5 (b) The district has all of the economic development
6 authority that:

7 (1) Chapter 380, Local Government Code, grants to a
8 municipality with a population of more than 100,000; and

9 (2) Chapter 1509, Government Code, grants to a
10 municipality.

11 Sec. 3891.108. NO EMINENT DOMAIN. The district may not
12 exercise the power of eminent domain.

13 [Sections 3891.109-3891.150 reserved for expansion]

14 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

15 Sec. 3891.151. OPERATION AND MAINTENANCE TAX. (a) If
16 authorized at an election held in accordance with Section 3891.158,
17 the district may impose an annual operation and maintenance tax on
18 taxable property in the district in accordance with Section 49.107,
19 Water Code, for any district purpose, including to:

20 (1) maintain and operate the district;

21 (2) construct or acquire improvements; or

22 (3) provide a service.

23 (b) The board shall determine the tax rate. The rate may not
24 exceed the rate approved at the election.

25 Sec. 3891.152. CONTRACT TAXES. (a) In accordance with
26 Section 49.108, Water Code, the district may impose a tax other than
27 an operation and maintenance tax and use the revenue derived from

1 the tax to make payments under a contract after the provisions of
2 the contract have been approved by a majority of the district voters
3 voting at an election held for that purpose.

4 (b) A contract approved by the district voters may contain a
5 provision stating that the contract may be modified or amended by
6 the board without further voter approval.

7 Sec. 3891.153. AUTHORITY TO ISSUE BONDS AND OTHER
8 OBLIGATIONS. The district may issue bonds, notes, or other
9 obligations payable wholly or partly from ad valorem taxes, sales
10 and use taxes, assessments, impact fees, revenue, contract
11 payments, grants, or other district money, or any combination of
12 those sources of money, to pay for any authorized district purpose.

13 Sec. 3891.154. HOTEL OCCUPANCY TAX. (a) The district may
14 impose a hotel occupancy tax in the manner that Chapter 351, Tax
15 Code, provides for a municipality.

16 (b) A tax imposed under this section may not exceed the
17 maximum rate under Section 351.003(a), Tax Code.

18 Sec. 3891.155. SALES AND USE TAX. (a) The district may
19 impose a sales and use tax if authorized by a majority of the voters
20 of the district voting at an election held for that purpose.
21 Revenue from the tax may be used for any district purpose for which
22 ad valorem tax revenue is used.

23 (b) The district may not impose a sales and use tax if as a
24 result of the imposition of the tax the combined rate of all sales
25 and use taxes imposed by the district and other political
26 subdivisions of this state having territory in the district would
27 exceed the amount allowable by law at any location in the district.

1 (c) If the voters of the district approve the adoption of
2 the tax at an election held on the same election date on which
3 another political subdivision adopts a sales and use tax or
4 approves an increase in the rate of its sales and use tax and as a
5 result the combined rate of all sales and use taxes imposed by the
6 district and other political subdivisions of this state having
7 territory in the district would exceed the amount allowable by law
8 at any location in the district, the election to adopt a sales and
9 use tax under this chapter has no effect.

10 (d) Except as otherwise provided by this chapter, Chapter
11 321, Tax Code, applies to the imposition, computation,
12 administration, enforcement, and collection of the sales and use
13 tax imposed by this section.

14 Sec. 3891.156. TAXES FOR BONDS. At the time the district
15 issues bonds payable wholly or partly from ad valorem taxes, the
16 board shall provide for the annual imposition of an ad valorem tax,
17 without limit as to rate or amount, while all or part of the bonds
18 are outstanding as required and in the manner provided by Sections
19 54.601 and 54.602, Water Code.

20 Sec. 3891.157. BONDS FOR ROAD PROJECTS. At the time of
21 issuance the total principal amount of bonds or other obligations
22 incurred to finance a road project may not exceed one-fourth of the
23 assessed value of real property in the district.

24 Sec. 3891.158. ELECTIONS REGARDING TAXES AND BONDS. (a)
25 The district may issue, without an election, bonds, notes, and
26 other obligations secured by revenue or contract payments from any
27 source other than ad valorem taxes.

1 (b) The district must hold an election in the manner
2 provided by Chapters 49 and 54, Water Code, to obtain voter approval
3 before the district may impose an ad valorem tax or issue bonds
4 payable from ad valorem taxes.

5 (c) The district may not issue bonds payable from ad valorem
6 taxes to finance a road project unless the issuance is approved by a
7 vote of a two-thirds majority of the district voters voting at an
8 election held for that purpose.

9 SECTION 2. The Harris County Improvement District No. 17
10 initially includes all the territory contained in the following
11 area:

12 BEING 606.1394 acres of land out of a 644.0794 acre tract, that same
13 tract described in a deed filed for record July 06, 1933 in Volume
14 932, Page 98, Deed Records, Harris County, Texas, from John D. Reid,
15 et al, to Humble Oil and Refining Company, all of the Chauncy
16 Goodrich Survey Number 776, Patent 466, Volume 1, Abstract 305,
17 containing 640 acres more or less in Harris County, Texas; said
18 606.1394 acres more fully described as follows: BEGINNING at a 12
19 inch diameter wood fence post found in the West line of the Sam
20 Lewis Survey, Abstract 1704, the Southeast corner of the J. M.
21 Hooper Survey, Abstract 375 and the Northeast corner of the Chauncy
22 Goodrich Survey; THENCE South 00° 19' 00" East, with the West line of
23 the Lewis Survey, a distance of 1005.00 feet to a point for the most
24 Easterly Northeast corner of that certain 9.26 acre tract, conveyed
25 to Humble Oil and Refining Company from Magnolia Petroleum Company,
26 by deed filed for record in Volume 1063, Page 557, Deed Records,
27 Harris County, Texas; THENCE North 29° 36' 00" West, a distance of

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1 206.4 feet to a point for corner in the North line of said 9.26 acres
2 ;THENCE South 89° 41' 00" West, a distance of 449.00 feet to a point
3 in the East line of that certain 28.68 acre tract conveyed to Humble
4 Oil and Refining Company from Socony Mobil Oil Company,
5 Incorporation, by deed filed for record in Volume 6028, Page 80 or
6 Harris County Clerk's File Number C139334, Harris County Deed
7 Records, said point being the Northwest corner of said 9.26 acre
8 tract; THENCE with the perimeter lines of said 28.68 acres the
9 following calls:

10 (1) North 00° 19' 00" West, a distance of 586.4 feet to corner;
11 (2) South 89° 36' 00" West, a distance of 597.9 feet to corner;
12 (3) South 00° 31' 00" East, a distance of 434.1 feet to corner;
13 (4) South 88° 43' 00" West, a distance of 418.6 feet to corner;
14 (5) North 01° 00' 00" West, a distance of 211.2 feet to corner;
15 (6) South 89° 00' 00" West, a distance of 394.5 feet to corner;
16 (7) South 00° 54' 00" East, a distance of 500.00 feet to corner;
17 (8) South 89° 13' 00" East, a distance of 508.4 feet to corner;
18 (9) South 00° 54' 00" East, a distance of 411.6 feet to corner;
19 (10) North 89° 38' 00" East, a distance of 289.7 feet to corner;
20 (11) South 00° 36' 00" East, a distance of 180.8 feet to corner;
21 (12) North 89° 38' 00" East, passing at 603.6 feet the Southeast
22 corner of said 28.68 acres, the Southwest corner of said 9.26 acres,
23 continuing with the South line of said 9.26 acres, in all, a
24 distance of 1153.6 feet to a point for the Southeast corner of said
25 9.26 acres in the West line of the Lewis Survey, the East line of the
26 Goodrich Survey and said 644.0794 acre tract: THENCE South 00° 19'
27 00" East, with the West line of the Lewis Survey, a distance of

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1 3706.59 feet to a 1 inch iron pipe found in the North line of the
2 August Senechal Survey, Abstract 722 and Lot 53 of Boudreaux
3 Estates, unrecorded subdivision; THENCE South 89° 19' 23" West, with
4 the North line of the Senechal Survey, Lots 50, 51, 52 and 53 of said
5 Boudreaux Estates, a 16.349 acre tract conveyed to John E. Kolb,
6 Trustee of Harris County, recorded under Harris County Clerk's File
7 Number F196319, passing it's Northwest corner and the common North
8 corner of said Senechal Survey and I & G. N. R. R. Company Survey,
9 Abstract 952 at 2385 feet more or less, continuing in the North line
10 of said I & G. N. R. R. Company Survey and a 6.470 acre tract
11 recorded under Harris County Clerk's File Number R716867 and along
12 a wire fence, in all, a distance of 5279.26 feet to a 3/4 inch iron
13 pipe found at the base of a fence corner post, said pipe marking the
14 Southeast corner of the John M. Hooper Survey, Abstract 372, the
15 Southeast corner of the William Kobs, 323 acre tract, recorded in
16 Volume 16, Page 188, Deed Records, Harris County, Texas and the
17 Southwest corner of the Chauncy Goodrich Survey and the tract
18 herein described; THENCE North 00° 13' 42" West, with the East line
19 of the Kobs Tract, the East line of the Hooper Survey, the West line
20 of the Goodrich Survey and along a wire fence, a distance of 5355.75
21 feet to a fence corner post found in the South line of the Hooper
22 Survey, Abstract 375, marking the Northwest corner of the tract
23 herein described from which a 5/8 inch iron rod found bears North
24 86° 01' 14" West, 4.65 feet; THENCE South 89° 52' 17" East, with the
25 South line of the Hooper Survey, Abstract 375, the North line of the
26 Goodrich Survey, the tract herein described and along a wire fence,
27 a distance of 5271.05 feet to the PLACE OF BEGINNING containing

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1 606.1394 acres. Together with the following: (1) a 60 foot wide road
2 easement extending from the Southwest right-of-way of State Highway
3 249 West to the common line between the Sam Lewis Survey, Abstract
4 1704, and the C. N. Pillot Survey, Abstract 632, recorded under
5 Harris County Clerk's File Number S283266, Official Public Records
6 of Real Property, Harris County, Texas; (2) a 100 foot wide road
7 easement extending from the common line between the Lewis Survey
8 and the Pillot Survey, West, to the East line of the Chauncy
9 Goodrich Survey, Abstract 305, recorded in Volume 934, Page 27,
10 Deed Records, Harris County, Texas; (3) a 100 foot wide road
11 easement, extending West from the Goodrich Survey East line and
12 being more fully described as follows: BEGINNING at a 1/2 inch iron
13 rod found for the Northwest corner of that certain 100 foot wide
14 road easement recorded in Volume 934, Page 27, Deed Records, Harris
15 County, Texas, in the West line of the Sam Lewis Survey, Abstract
16 1704, the East line of the Chauncy Goodrich Survey, Abstract 305;
17 THENCE South 00° 19' 00" East, with the East line of the Goodrich
18 Survey, a distance of 100.00 feet; THENCE South 89° 18' 37" West, a
19 distance of 1118.84 feet to a 1/2 inch iron rod found for corner;
20 THENCE North 00° 54' 00" West, a distance of 100.00 feet to a 1/2
21 inch iron rod found in the South line of that certain 28.68 acre
22 tract recorded in Volume 6028, Page 80, Deed Records, Harris
23 County, Texas, the Northwest corner of the tract herein described;
24 THENCE North 89° 18' 37" East, with the South line of said 28.68 acre
25 tract and a 9.26 acre Tomball Gas Plant Tract recorded in Volume
26 1063, Page 557, Deed Records, Harris County, Texas, a distance of
27 1119.86 feet to the PLACE OF BEGINNING, containing 2.56 acres more

1 or less.

2 SECTION 3. (a) The legal notice of the intention to
3 introduce this Act, setting forth the general substance of this
4 Act, has been published as provided by law, and the notice and a
5 copy of this Act have been furnished to all persons, agencies,
6 officials, or entities to which they are required to be furnished
7 under Section 59, Article XVI, Texas Constitution, and Chapter 313,
8 Government Code.

9 (b) The governor, one of the required recipients, has
10 submitted the notice and Act to the Texas Commission on
11 Environmental Quality.

12 (c) The Texas Commission on Environmental Quality has filed
13 its recommendations relating to this Act with the governor,
14 lieutenant governor, and speaker of the house of representatives
15 within the required time.

16 (d) The general law relating to consent by political
17 subdivisions to the creation of districts with conservation,
18 reclamation, and road powers and the inclusion of land in those
19 districts has been complied with.

20 (e) All requirements of the constitution and laws of this
21 state and the rules and procedures of the legislature with respect
22 to the notice, introduction, and passage of this Act have been
23 fulfilled and accomplished.

24 SECTION 4. This Act takes effect immediately if it receives
25 a vote of two-thirds of all the members elected to each house, as
26 provided by Section 39, Article III, Texas Constitution. If this
27 Act does not receive the vote necessary for immediate effect, this

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1 Act takes effect September 1, 2009.

H.B. No. 4829

President of the Senate

Speaker of the House

I certify that H.B. No. 4829 was passed by the House on May 15, 2009, by the following vote: Yeas 144, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 4829 was passed by the Senate on May 27, 2009, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____
Date

Governor

PETITION FOR ADDITION OF CERTAIN LAND TO THE DISTRICT

THE STATE OF TEXAS

§

COUNTY OF MONTGOMERY

§

§

TO THE BOARD OF DIRECTORS OF
HARRIS COUNTY IMPROVEMENT DISTRICT NO. 17

Merenco Realty, Inc., a Texas corporation (herein "Petitioner"), hereby petitions the Board of Directors (the "Board") of Harris County Improvement District No. 17 (the "District") for inclusion within the District of the land hereinafter described, so that such land shall be added to, and become a part of, the District.

In support of this Petition, Petitioner would respectfully show unto the Board the following:

I.

Petitioner is the owner of those certain tracts of land described by metes and bounds in Exhibit "A" (collectively, the "Tract") attached hereto and made a part hereof for all purposes.

II.

No person or entity holds a lien on the Tract.

III.

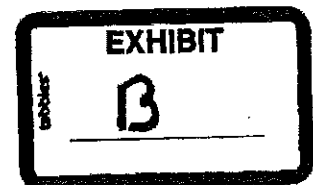
There are no tenants on the Tract, and no one currently resides upon the Tract.

IV.

The Tract lies wholly within the extraterritorial jurisdiction of the City of Tomball, Texas, and is not located within the boundaries of any incorporated city or town.

V.

Petitioner agrees and states that the addition of the Tract to the District is feasible, practicable and to the advantage of the District, and the water, sewer, drainage systems, roads, parks and recreation and other improvements of the District are or will be sufficient to supply the Tract without injuring land already in the District.



VI.

This Petition shall constitute an election on the part of Petitioner, its successors and assigns, for the aforesaid land and any improvements which are now or may hereafter be constructed thereon to become liable for all present and future debts of the District in the same manner and to the same extent as other lands and improvements in the District are liable for the District's debts.

VII.

Petitioner, its successors and assigns, hereby agrees that the Tract and all improvements thereon, presently existing or to be constructed, shall be liable for its pro rata share of (i) all voted but unissued bonds of the District which were authorized at various elections held within the District, and which may hereafter be issued and sold by the District; and (ii) all bonds of the District hereafter voted and which may hereafter be issued and sold by the District. This Petition constitutes authorization by Petitioner, its successors and assigns, for the Board of Directors of the District (i) to issue and sell all of the remaining voted but unissued bonds of the District for the purposes and upon the terms and conditions such bonds were voted, in one or more issues or series, at a future date or dates, when the Board's judgment such amounts are required for the authorized purposes; and (ii) to issue and sell all of the District's bonds to be voted hereafter, for the purposes and upon the terms and conditions for such bonds to be voted, in one or more issues or series, at a future date or dates, when the Board's judgment such amounts are required for the authorized purposes.

VIII.

This Petition shall further be considered the consent and authorization of Petitioner, its successors and assigns, for all the taxable land described in Exhibit "A" and all improvements thereon, presently existing or to be constructed, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal and interest on the District's voted but unissued bonds; and (2) all other purposes for which the District may lawfully levy taxes, including taxes levied for maintenance purposes.

IX.

For and in consideration of the addition of the Tract to the District, Petitioner agrees that the covenants contained herein shall become fixed with the land, shall run with the land, and shall be binding on Petitioner, its successors and assigns.

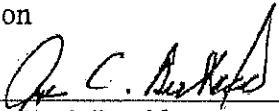
WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the Secretary of the Board; that, thereafter this Petition be heard by the Board and granted in all respects; that, the Tract be added to and become a part of the District, as provided by law, including particularly Chapters 49 and 54, Texas Water Code, as amended; that, after it has been heard and granted, this Petition and the Board's action hereon be filed of record in the Office of the County Clerks of Harris and Montgomery Counties, Texas; and that Petitioner have such other Orders and relief to which it may show itself entitled.

RESPECTFULLY SUBMITTED 10th day of July, 2015.

“PETITIONER”

Merenco Realty, Inc.,
a Texas corporation

By:


Joe C. Bullard, President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 10th day of July, 2015, by Joe C. Bullard, President of Merenco Realty, Inc. a Texas corporation, in the capacity therein stated.



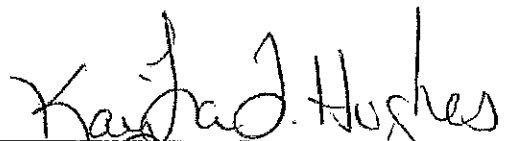

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1320172638

3.2526 acres of land, more or less, situated in the Sam Lewis Survey, Abstract Number 1704, Harris County, Texas, being the remainder of that certain called 145.78 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County Clerk's File Number F-014298, said 3.2526 acres of land being more particularly described by metes and bounds as follows:

D

BEGINNING at a 1 inch iron pipe found in the Easterly line of that certain called 640 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20130384778, and the Southerly line of that certain called 100 foot roadway easement as described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers S-457983 and S-457984 and under Volume 934, Page 27 of the Deed Records of Harris County, Texas;

Thence, N 87°55'58" E, along the Southerly line of said 100 foot roadway easement, a distance of 289.48 feet to a 5/8 inch iron rod with cap set for the Northwestern corner of that certain called Parcel "B" conveyed to the Harris County Flood Control District by deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number L-951535, for a point of non-tangent curvature to the right;

Thence, in a Southerly direction along the Westerly line of said Parcel "B", with said curve to the right, having a central angle of 21°51'17", a radius of 1050.00 feet, an arc length of 400.51 feet, a chord bearing of S 10°45'04" W and a chord distance of 398.08 feet to a 5/8 inch iron rod with cap set for a point of tangency;

Thence, S 21°40'43" W, along a Northwestern line of said Parcel "B", a distance of 472.55 feet to a 5/8 inch iron rod with cap set in the Easterly line of said 640 acre tract for a Westerly corner of said Parcel "B";

Thence, N 02°49'35" W, along the Easterly line of said 640 acre tract, a distance of 820.78 feet to the POINT OF BEGINNING and containing 3.2526 acres of land, more or less.

Note: Title Company does not represent that the above acreage or square footage calculations are correct.

HCID 17 - Capital Improvements Projects
7/12/2016

Land Development Projects	Capital			
	Construction	Engineering (18%)	Contingency (10%)	Total Cost
I. Black Oak Section 1				
Paving	\$ 1,577,255	\$ 283,905.90	\$ 157,725.50	\$ 2,018,886
Drainage/Detention	\$ 1,937,802	\$ 348,804.36	\$ 193,780.20	\$ 2,480,387
Landscaping/Irrigation/Amenity/Rec	\$ 1,880,000	\$ 338,400.00	\$ 188,000.00	\$ 2,406,400
Street Lighting	\$ 38,154	\$ 6,867.72	\$ 3,815.40	\$ 48,837
Land/ROW/Amenity/Recreational	\$ 447,150	\$ 80,487.00	\$ 44,715.00	\$ 572,352
Subtotal	\$ 5,880,361	\$ 1,058,465	\$ 588,036	\$ 7,526,862
II. Black Oak Section 2				
Paving	\$ 1,131,856	\$ 203,734.08	\$ 113,185.60	\$ 1,448,776
Drainage/Detention	\$ 1,284,515	\$ 231,212.70	\$ 128,451.50	\$ 1,644,179
Landscaping/Irrigation/Amenity/Rec	\$ 750,000	\$ 135,000.00	\$ 75,000.00	\$ 960,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 1,044,450	\$ 188,001.00	\$ 104,445.00	\$ 1,336,896
Subtotal	\$ 4,240,821	\$ 763,348	\$ 424,062	\$ 5,428,251
III. Black Oak Section 3				
Paving	\$ 983,000	\$ 176,940.00	\$ 98,300.00	\$ 1,258,240
Drainage/Detention	\$ 308,427	\$ 55,516.86	\$ 30,842.70	\$ 394,787
Landscaping/Irrigation/Amenity/Rec	\$ 450,000	\$ 81,000.00	\$ 45,000.00	\$ 576,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 273,900	\$ 49,302.00	\$ 27,390.00	\$ 350,592
Subtotal	\$ 2,045,327	\$ 368,159	\$ 204,533	\$ 2,618,019
IV. Black Oak Section 4				
Paving	\$ 922,552	\$ 166,059.36	\$ 92,255.20	\$ 1,180,867
Drainage/Detention	\$ 367,585	\$ 66,165.30	\$ 36,758.50	\$ 470,509
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$ 384,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 251,350	\$ 45,243.00	\$ 25,135.00	\$ 321,728
Subtotal	\$ 1,871,487	\$ 336,868	\$ 187,149	\$ 2,395,503
V. Enclave at Dobbin Section 1				
Paving	\$ 1,007,799	\$ 181,403.82	\$ 100,779.90	\$ 1,289,983
Drainage/Detention	\$ 1,472,768	\$ 265,098.24	\$ 147,276.80	\$ 1,885,143
Landscaping/Irrigation/Amenity/Rec	\$ 800,000	\$ 144,000.00	\$ 80,000.00	\$ 1,024,000
Street Lighting	\$ 35,000	\$ 6,300.00	\$ 3,500.00	\$ 44,800
Land/ROW/Amenity/Recreational	\$ 836,400	\$ 150,552.00	\$ 83,640.00	\$ 1,070,592
Subtotal	\$ 4,151,967	\$ 747,354	\$ 415,197	\$ 5,314,518
VI. Enclave at Dobbin Section 2				
Paving	\$ 700,643	\$ 126,115.74	\$ 70,064.30	\$ 896,823
Drainage/Detention	\$ 278,229	\$ 50,081.22	\$ 27,822.90	\$ 356,133
Landscaping/Irrigation/Amenity/Rec	\$ 1,600,000	\$ 288,000.00	\$ 160,000.00	\$ 2,048,000
Street Lighting	\$ 35,000	\$ 6,300.00	\$ 3,500.00	\$ 44,800
Land/ROW/Amenity/Recreational	\$ 216,240	\$ 38,923.20	\$ 21,624.00	\$ 276,787
Subtotal	\$ 2,830,112	\$ 509,420	\$ 283,011	\$ 3,622,543
VII. Enclave at Dobbin Section 3				
Paving	\$ 667,633	\$ 120,173.94	\$ 66,763.30	\$ 854,570
Drainage/Detention	\$ 131,254	\$ 23,625.72	\$ 13,125.40	\$ 168,005
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$ 384,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$ 38,400
Land/ROW/Amenity/Recreational	\$ 174,420	\$ 31,395.60	\$ 17,442.00	\$ 223,258
Subtotal	\$ 1,303,307	\$ 234,595	\$ 130,331	\$ 1,668,233
VIII. Enclave at Dobbin Section 4				
Paving	\$ 255,100	\$ 45,918.00	\$ 25,510.00	\$ 326,528
Drainage/Detention	\$ 78,133	\$ 14,063.94	\$ 7,813.30	\$ 100,010
Landscaping/Irrigation/Amenity/Rec	\$ 100,000	\$ 18,000.00	\$ 10,000.00	\$ 128,000
Street Lighting	\$ 20,000	\$ 3,600.00	\$ 2,000.00	\$ 25,600
Land/ROW/Amenity/Recreational	\$ 38,250	\$ 6,885.00	\$ 3,825.00	\$ 48,960
Subtotal	\$ 491,483	\$ 88,467	\$ 49,148	\$ 629,098

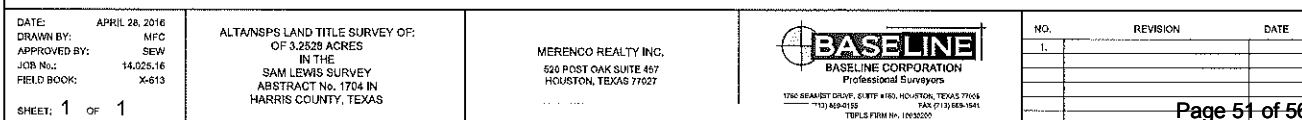


HCID 17 - Capital Improvements Projects
7/12/2016

IX. Colony at Pinehurst Section 1					
Paving	\$ 522,800	\$ 94,104.00	\$ 52,280.00	\$	669,184
Drainage/Detention	\$ 1,500,000	\$ 270,000.00	\$ 150,000.00	\$	1,920,000
Landscaping/Irrigation/Amenity/Rec	\$ 389,961	\$ 70,192.98	\$ 38,996.10	\$	499,150
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Land/ROW/Amenity/Recreational	\$ 398,000	\$ 71,640.00	\$ 39,800.00	\$	509,440
Subtotal	\$ 2,835,761	\$ 510,437	\$ 283,576	\$	3,629,774
X. Colony at Pinehurst Section 2					
Paving	\$ 900,000	\$ 162,000.00	\$ 90,000.00	\$	1,152,000
Drainage/Detention	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Landscaping/Irrigation/Amenity/Rec	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Land/ROW/Amenity/Recreational	\$ 107,250	\$ 19,305.00	\$ 10,725.00	\$	137,280
Subtotal	\$ 2,432,250	\$ 437,805	\$ 243,225	\$	3,113,280
XI. Colony at Pinehurst Section 3					
Paving	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Drainage/Detention	\$ 275,000	\$ 49,500.00	\$ 27,500.00	\$	352,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Land/ROW/Amenity/Recreational	\$ 86,000	\$ 15,480.00	\$ 8,600.00	\$	110,080
Subtotal	\$ 1,786,000	\$ 321,480	\$ 178,600	\$	2,286,080
XII. Brandy Villas Sec 1					
Paving	\$ 480,000	\$ 86,400.00	\$ 48,000.00	\$	614,400
Drainage/Detention	\$ 639,379	\$ 115,088.22	\$ 63,937.90	\$	818,405
Landscaping/Irrigation/Amenity/Rec	\$ 350,000	\$ 63,000.00	\$ 35,000.00	\$	448,000
Street Lighting	\$ 15,000	\$ 2,700.00	\$ 1,500.00	\$	19,200
Land/ROW/Amenity/Recreational	\$ 568,820	\$ 102,387.60	\$ 56,882.00	\$	728,030
Subtotal	\$ 2,053,199	\$ 369,576	\$ 205,320	\$	2,628,095
XIII. Prestige Development					
Paving	\$ 840,000	\$ 151,200.00	\$ 84,000.00	\$	1,075,200
Drainage/Detention	\$ 500,000	\$ 90,000.00	\$ 50,000.00	\$	640,000
Recreation	\$ 400,000	\$ 72,000.00	\$ 40,000.00	\$	512,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 25,000	\$ 4,500.00	\$ 2,500.00	\$	32,000
Right-of-Way	\$ 275,000	\$ 49,500.00	\$ 27,500.00	\$	352,000
Subtotal	\$ 2,340,000	\$ 421,200	\$ 234,000	\$	2,995,200
XIV. Mostyn Community Sec 1					
Paving	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Drainage/Detention	\$ 1,300,000	\$ 234,000.00	\$ 130,000.00	\$	1,664,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 36,000	\$ 6,480.00	\$ 3,600.00	\$	46,080
Land/ROW/Amenity/Recreational	\$ 350,000	\$ 63,000.00	\$ 35,000.00	\$	448,000
Subtotal	\$ 3,086,000	\$ 555,480	\$ 308,600	\$	3,950,080
XV. Mostyn Community Sec 2					
Paving	\$ 1,200,000	\$ 216,000.00	\$ 120,000.00	\$	1,536,000
Drainage/Detention	\$ 390,000	\$ 70,200.00	\$ 39,000.00	\$	499,200
Landscaping/Irrigation/Amenity/Rec	\$ 1,200,000	\$ 216,000.00	\$ 120,000.00	\$	1,536,000
Street Lighting	\$ 38,000	\$ 6,840.00	\$ 3,800.00	\$	48,640
Land/ROW/Amenity/Recreational	\$ 150,000	\$ 27,000.00	\$ 15,000.00	\$	192,000
Subtotal	\$ 2,978,000	\$ 536,040	\$ 297,800	\$	3,811,840
XVI. Mostyn Community Sec 3					
Paving	\$ 1,100,000	\$ 198,000.00	\$ 110,000.00	\$	1,408,000
Drainage/Detention	\$ 1,300,000	\$ 234,000.00	\$ 130,000.00	\$	1,664,000
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$	38,400
Land/ROW/Amenity/Recreational	\$ 150,000	\$ 27,000.00	\$ 15,000.00	\$	192,000
Subtotal	\$ 2,880,000	\$ 518,400	\$ 288,000	\$	3,686,400

HCID 17 - Capital Improvements Projects
7/12/2016

XVII. Mill Creek Sec 1 North					
Paving	\$ 1,523,800	\$ 274,284.00	\$ 152,380.00	\$	1,950,464
Drainage/Detention	\$ 1,490,100	\$ 268,218.00	\$ 149,010.00	\$	1,907,328
Landscaping/Irrigation/Amenity/Rec	\$ 300,000	\$ 54,000.00	\$ 30,000.00	\$	384,000
Street Lighting	\$ 35,000	\$ 6,300.00	\$ 3,500.00	\$	44,800
Land/ROW/Amenity/Recreational	\$ 816,500	\$ 146,970.00	\$ 81,650.00	\$	1,045,120
Subtotal	\$ 4,165,400	\$ 749,772	\$ 416,540	\$	5,331,712
XVIII. Mill Creek Sec 2 North					
Paving	\$ 1,233,100	\$ 221,958.00	\$ 123,310.00	\$	1,578,368
Drainage/Detention	\$ 610,115	\$ 109,820.70	\$ 61,011.50	\$	780,947
Landscaping/Irrigation/Amenity/Rec	\$ 100,000	\$ 18,000.00	\$ 10,000.00	\$	128,000
Street Lighting	\$	\$ -	\$ -	\$	-
Land/ROW/Amenity/Recreational	\$ 288,000	\$ 51,840.00	\$ 28,800.00	\$	368,640
Subtotal	\$ 2,231,215	\$ 401,619	\$ 223,122	\$	2,855,955
XIX. Willow Creek Sec 1					
Paving	\$ 2,703,500	\$ 486,630.00	\$ 270,350.00	\$	3,460,480
Drainage/Detention	\$ 13,821,319	\$ 2,487,837.42	\$ 1,382,131.90	\$	17,691,288
Recreation	\$ 573,536	\$ 103,236.48	\$ 57,353.60	\$	734,126
Landscaping/Irrigation/Amenity/Rec	\$ 800,000	\$ 144,000.00	\$ 80,000.00	\$	1,024,000
Street Lighting	\$ 40,000	\$ 7,200.00	\$ 4,000.00	\$	51,200
Land/ROW/Amenity/Recreational	\$ 2,016,000	\$ 362,880.00	\$ 201,600.00	\$	2,580,480
Subtotal	\$ 19,954,355	\$ 3,591,784	\$ 1,995,436	\$	25,541,574
XX. Lone Oak Sec 1					
Paving	\$ 975,014	\$ 175,502.52	\$ 97,501.40	\$	1,248,018
Drainage/Detention	\$ 767,311	\$ 138,115.98	\$ 76,731.10	\$	982,158
Landscaping/Irrigation/Amenity/Rec	\$ -	\$ -	\$ -	\$	-
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$	38,400
Land/ROW/Amenity/Recreational	\$ 119,600	\$ 21,528.00	\$ 11,960.00	\$	153,088
Subtotal	\$ 1,891,925	\$ 340,547	\$ 189,193	\$	2,421,664
XXI. Lone Oak Sec 2					
Paving	\$ 459,408	\$ 82,693.44	\$ 45,940.80	\$	588,042
Drainage/Detention	\$ 194,625	\$ 35,032.50	\$ 19,462.50	\$	249,120
Landscaping/Irrigation/Amenity/Rec	\$ -	\$ -	\$ -	\$	-
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$	38,400
Land/ROW/Amenity/Recreational	\$ 34,500	\$ 6,210.00	\$ 3,450.00	\$	44,160
Subtotal	\$ 718,533	\$ 129,336	\$ 71,853	\$	919,722
XXII. Lone Oak Sec 3					
Paving	\$ 471,000	\$ 84,780.00	\$ 47,100.00	\$	602,880
Drainage/Detention	\$ 363,343	\$ 65,401.74	\$ 36,334.30	\$	465,079
Landscaping/Irrigation/Amenity/Rec	\$ -	\$ -	\$ -	\$	-
Street Lighting	\$ 30,000	\$ 5,400.00	\$ 3,000.00	\$	38,400
Land/ROW/Amenity/Recreational	\$ 46,000	\$ 8,280.00	\$ 4,600.00	\$	58,880
Subtotal	\$ 910,343	\$ 163,862	\$ 91,034	\$	1,165,239
Capital					
	Construction	Engineering (18%)	Contingency (10%)	Total Cost	
HCID 17 5-Year Total	\$ 73,077,846.00	\$ 13,154,012.28	\$ 7,307,784.60	\$	93,539,642.88



BACKGROUND SUMMARY OF HISTORY AND ISSUES JOINTLY IMPACTING TOMBALL, HOUSTON, HARRIS COUNTY, HARRIS COUNTY IMPROVEMENT DISTRICT 17, AND AQUA TEXAS INC.

Harris County Improvement District #17 (HCID17) is a 606+ acre management district with municipal utility district powers, created in 2009 by the Texas Legislature. The district was created to facilitate and assist with the development of raw land just south of the City of Tomball. At the time of creation, about 90% of the land in HCID 17 was located in the City of Houston (Houston) Extra Territorial Jurisdiction (ETJ) and about 10% was in the City of Tomball (Tomball) ETJ. Approximately 150 acres of land in the District has been purchased by Harris County for development of a satellite campus to serve county residents in the northwestern portion of the County. Another significant portion of the land in HCID 17 is under contract or owned by affiliates of Nabors Industries.

Utility Service and CCN Background

No significant activity occurred in HCID 17 from its 2009 creation until 2014; and in late 2014, HCID 17 entered into a contract with Aqua Texas, Inc. (Aqua) to provide water and sewer services to land within HCID 17. As part of this contract, Aqua must apply for and receive a Certificate of Convenience and Necessity (CCN) from the Texas Public Utility Commission (PUC). Aqua applied for a CCN for the HCID 17 land area in March, 2015. In July, 2015, Tomball filed an objection to Aqua's CCN application, noting that the CCN area (HCID 17) was at least partially in Tomball's ETJ.

Shortly thereafter, Aqua, Tomball, and HCID 17 began discussing Aqua's CCN application and its impact on Tomball. Aqua's CCN application was voluntarily abated by agreement between Aqua and Tomball while these discussions were occurring. On March 7, 2016, Tomball City Council approved an MOU that gave staff authorization to begin further discussion on rates. During the abatement period, discussions about Aqua's CCN application continued between Tomball, HCID 17, and Aqua.

In August, 2015, Aqua and HCID 17 met with representatives of Houston to discuss HCID 17, the fact that ETJ boundary split the District between Houston and Tomball, and Aqua's CCN application. Discussions included approvals of consent to creation, annexations, and the CCN.

In the fall of 2015, Aqua, Tomball, and HCID 17 mutually concluded that all parties would benefit from the Aqua CCN in HCID 17 if Aqua agreed to temporarily purchase water from Tomball, which Aqua is willing to do. The parties intended to enter into a MOU to memorialize their mutual agreement, but that MOU was temporarily tabled while discussions on Aqua's CCN application continued between HCID 17, Aqua, and Houston.

In early July, 2016, Aqua was contacted by the City of Houston after Houston received a call from the PUC regarding the application. Aqua met with and was advised by the City of Houston Public Works staff that the City would not object to the CCN application providing Aqua agreed

to build water infrastructure according to City of Houston standards. Both parties worked to draft that agreement.

On September 19, 2016, Houston and Aqua agreed a final letter agreement language related to the same, and Aqua has filed that letter with the PUC in order to allow for the application process to move forward. With that filing, the PUC staff advised Aqua they will recommend approval of the CCN for the District's original 606+ acres.

Given the recent agreement with Houston, we now anticipate fresh discussions will begin anew to prepare an agreement between Tomball, HCID17 and Aqua Texas.

Agreements with Harris County

The District anticipates that a cost sharing agreement for costs associated with the extension of Holderreith Road, already approved by the HCID17 Board of Directors will soon be approved by Harris County. The proposed extension will take Holderreith Road from its current terminus to just past where the new Harris County annex facility will be constructed. The roadway will also provide for primary ingress and egress from the Nabors Industries acreage. Nabors is in the process of planning facilities for the site.

The District also recently approved a cost sharing pipeline relocation agreement with Harris County to enable moving a number of underground pipes into a common pipeline corridor in order to enable the construction of Holderreith road.

ETJ Background

HCID 17, when created, was located partially within the ETJ boundary of both Houston and Tomball as mentioned above. Further, Chapter 375 of the Texas Local Government Code requires management districts to request and receive certain consents from a municipality in order to operate legally. Matters requiring a municipal approval include the sale of bonds and the approvals of annexations of territory into the management district. Pursuant to Sec. 54.0163 of the Texas Water Code, special purpose districts like HCID17, whose boundaries include territory in more than one jurisdiction, are able to "designate" a jurisdiction from whom to seek certain statutorily required "consents" as needed. Such a designation simplifies the approval processes required under Chapter 375, Texas Local Government Code.

As authorized under that statute, HCID 17's Board of Directors, at a meeting held on January 17, 2014, adopted a resolution designating Houston as its ETJ supervising entity. Subsequently, Houston's lawyers concluded that this 2014 action by the HCID 17 Board 2014 also served to remove area from Tomball's ETJ located in HCID17 and placed it all in Houston's ETJ. Tomball's legal counsel also agreed with that interpretation of the Statute and its impact.

While the impact of the Board's designation of Houston served to move all territory in the original District into the Houston's ETJ, representatives of Houston's planning and legal departments have noted that the HCID 17 area, with the exception of two parcels recently approved for annexation by the Board of Directors, is not included in Houston's current short

term or long term annexation schedule. Houston city staff also unofficially opined that a number of issues resulting from the designation of Houston as the approving municipality could be eliminated if there were a way to undo the designation.

Additionally, Harris County Commissioner Cagle, whose commissioner precinct serves this area, has expressed his preference that the county facility be in the Tomball ETJ. HCID 17 desires to accommodate that preference.

Current Status

The HCID 17 Board of Directors has recently requested the adoption of a consent to creation resolutions from both Houston and Tomball. Such “consents” are required by Chapter 375, Texas Local Government Code. Given that the Board of Directors is planning to approve a bond anticipation note in the near future, it is necessary to receive approvals from both municipalities of the consent to creation resolutions.

Based on the myriad of development issues the District faces, many of which are regional in nature, given the proximity of the District to Tomball, coupled with the District’s need to work with and coordinate mobility, drainage and detention, and utility service issues with Tomball including the purchase of water on an interim basis from Tomball (the subject of a future agreement and council action) and also given that Commissioner Cagle sees a greater value to having his county annex facility in the Tomball ETJ, the HCID17’s Board of Directors is intent on taking corrective action related to the designation of Houston as the municipality from which to seek those consents, by reconsidering the resolution adopted in January, 2014. That corrective action will designate Tomball as the “partner” municipality. That action will result in the movement back of territory lost to Houston, and the addition of approximately 506 acres into Tomball’s ETJ. The District is working through last issues regarding documentation for the petitions submitted to the city related to that consent in order for it to be presented to Houston’s City Council for their consideration.

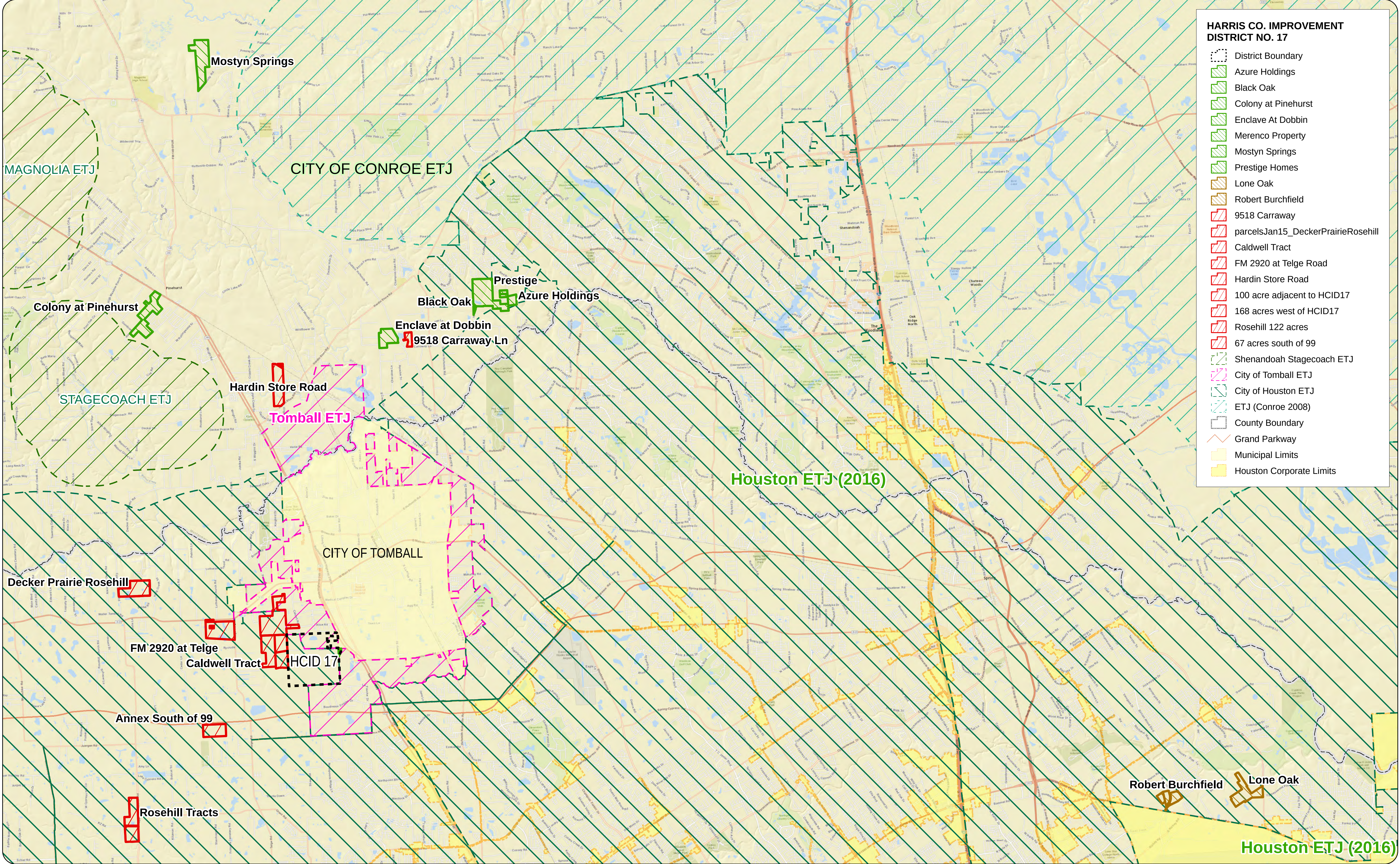
HCID 17, effective July of this year, approved annexations of several parcels of land into the District, the majority of which were outside any municipality’s ETJ. Given that, upon the approvals of motions adding land to the District, six parcels of land have been annexed into the District. (See attached map) One additional parcel, a 3.5 acre tract immediately to the east of the original district, and which is located in Tomball’s ETJ must receive Tomball’s consent in order for the annexation to be final. The District has requested Tomball approve.

Agreement to purchase water from Tomball

Upon final approval of the Aqua Texas application for the CCN with the PUC, it is anticipated that an interconnect agreement between HCID 17, Agua Texas, and the City of Tomball will be submitted to Tomball setting forth terms, conditions, and time frames for the purchase of water from Tomball to serve the District for some period of time. At such point in time that development and water usage by customers in HCID 17 warrants construction of a stand-alone water plant within HCID 17 capable of serving all of the users in HCID 17, the plant will be built

by HCID 17 and/or Aqua; and the interconnect agreement may become an emergency interconnect agreement providing Tomball, Aqua, and HCID 17 with back up water sources.

Lastly, the District is in dialogue with a couple of private utility operators regarding providing service to the District. The District will maintain communications with Tomball staff regarding those discussions to insure that all utility service matters are properly coordinated.



- HARRIS CO. IMPROVEMENT DISTRICT NO. 17**
- District Boundary
 - Azure Holdings
 - Black Oak
 - Colony at Pinehurst
 - Enclave At Dobbin
 - Merenco Property
 - Mostyn Springs
 - Prestige Homes
 - Lone Oak
 - Robert Burchfield
 - 9518 Carraway
 - parcelsJan15_DeckerPrairieRosehill
 - Caldwell Tract
 - FM 2920 at Telge Road
 - Hardin Store Road
 - 100 acre adjacent to HCID17
 - 168 acres west of HCID17
 - Rosehill 122 acres
 - 67 acres south of 99
 - Shenandoah Stagecoach ETJ
 - City of Tomball ETJ
 - City of Houston ETJ
 - ETJ (Conroe 2008)
 - County Boundary
 - Grand Parkway
 - Municipal Limits
 - Houston Corporate Limits



Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Consideration the Adoption of a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Authorizing the Preparation of a Preliminary Official Statement and Notice of Sale; Declaring Intent to Reimburse Certain Prior Capital Costs; and Approving Other Matters Incidental Thereto:

Approve Resolution No. 2016-20, a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Authorizing the Preparation of a Preliminary Official Statement and Notice of Sale; Declaring Intent to Reimburse Certain Prior Capital Costs; and Approving Other Matters Incidental Thereto.

Background:

As discussed during the FY 2017 budget process, the City of Tomball will issue Certificates of Obligation in the amount of \$ 20,750,000 during the first quarter of the 2016-2017 fiscal year. The proceeds from the sale of these certificates will be used for the construction and equipment of streets, sidewalks and traffic signals, including the extension of Medical Complex Drive Segment 4 and Persimmon St., the construction and equipment of storm sewer and drainage improvements, the acquisition of land for the extension of Medical Complex Drive Segment 4 and Persimmon St. and related utilities and drainage improvements, the construction of improvements to the City's water, sewer, and gas utility facilities, and the cost of professional services incurred in connection therewith.

As presented in the adopted budget, these bonds will have annual maturities over a twenty year period with final maturity in 2036. The earliest call date will be in nine years.

Origination:

Finance

Recommendation:

Approval of Resolution 2016-20

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

Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

Resolution No. 2016-20 - Letters of Intent to Issue Certificates of Obligation - 9-23-16 FINAL Clean Version
Resolution No. 2016-20 - Letters of Intent to Issue Certificates of Obligation - 9-23-16 BLACKLINED

Version

City of Tomball, Texas Series 2016 Certificates of Obligation Timetable

Section 5: The City's financial advisor, First Southwest Company, and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Preliminary Official Statement and this resolution.

Section 6: The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the projects listed in Exhibit A (the "Financed Project") from proceeds of the Certificates.

Section 7: The Mayor, City Secretary, Director of Finance and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8: This resolution shall take effect immediately upon its passage.

Section 9: The notice and agenda relating to this meeting and heretofore posted by the City Secretary and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED this 3rd day of October 2016.

City Secretary
City of Tomball, Texas

Mayor
City of Tomball, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Tomball, Texas (the “City”), will meet at City Hall, 401 Market Street, Tomball, Texas, at 6:00 p.m. on the 21st day of November, 2016, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation, in the maximum aggregate principal amount of \$20,750,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction and equipment of streets, sidewalks and traffic signals, including the extension of Medical Complex Drive and Persimmon St.; (ii) the construction and equipment of storm sewer and drainage improvements; (iii) the acquisition of land for the extension of Medical Complex Drive and Persimmon St. and related utilities and drainage improvements; (iv) the construction of improvements to the City’s water, sewer, and gas utility facilities; and (v) the cost of professional services incurred in connection therewith.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 3rd day of October 2016.

Doris Speer
City Secretary
City of Tomball, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND §
MONTGOMERY §
CITY OF TOMBALL §

I, the undersigned officer of the City Council of City of Tomball, Texas, hereby certify as follows:

1. The City Council of City of Tomball, Texas convened in a regular meeting on the 3rd day of October 2016, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Gretchen Fagan	Mayor
F.S. “Field” Hudgens	Council Member, Position 1
Mark Stoll	Council Member, Position 2
Chad Degges	Council Member, Position 3
Derek Townsend Sr.	Council Member, Position 4
Lori Klein Quinn	Council Member, Position 5 and Mayor Pro-Tem

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 2016-20

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; DECLARING INTENT TO REIMBURSE CERTAIN PRIOR CAPITAL COSTS; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Members of City Council shown present above voted “Aye”.
 _____ Members of City Council shown present above voted “No”.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 3rd day of October, 2016.

City Secretary
City of Tomball, Texas

[SEAL]

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; DECLARING INTENT TO REIMBURSE CERTAIN PRIOR CAPITAL COSTS; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §

WHEREAS, the City Council of the City of Tomball, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to publish a notice of its intent to issue the Certificates; and

WHEREAS, the City desires to authorize the preparation of a preliminary official statement (the “Preliminary Official Statement”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; Now, Therefore

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

Section 1: The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2: The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3: The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4: The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the Director of Finance to deem “final” such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5: The City's financial advisor, First Southwest Company, and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Preliminary Official Statement and this resolution.

Section 6: The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the projects listed in Exhibit A (the "Financed Project") from proceeds of the Certificates.

Section 7: The Mayor, City Secretary, Director of Finance and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8: This resolution shall take effect immediately upon its passage.

Section 9: The notice and agenda relating to this meeting and heretofore posted by the City Secretary and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED this 3rd day of October, 2016.

City Secretary
City of Tomball, Texas

Mayor
City of Tomball, Texas

[SEAL]

EXHIBIT ANOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Tomball, Texas (the “City”), will meet at City Hall, 401 Market Street, Tomball, Texas, at 6:00 p.m. on the 21st day of November, 2016, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation, in the maximum aggregate principal amount of \$20,750,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction and equipment of streets, sidewalks and traffic signals, including the extension of Medical Complex Drive and Persimmon St.; (ii) the construction and equipment of storm sewer and drainage improvements, ~~including improvements to the extension of the M-118 drainage channel~~; (iii) the acquisition of land for the extension of ~~the M-118 drainage channel~~; ~~(iv) the acquisition of land for the extension of~~ Medical Complex Drive and Persimmon St.; ~~(v) and related utilities and drainage improvements~~; (iv) the construction of improvements to the City’s water, sewer, and gas utility facilities; and ~~(vi)~~ (v) the cost of professional services incurred in connection therewith.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 3rd day of October, 2016.

Doris Speer
City Secretary
City of Tomball, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND §
MONTGOMERY §
CITY OF TOMBALL §

I, the undersigned officer of the City Council of City of Tomball, Texas, hereby certify as follows:

1. The City Council of City of Tomball, Texas convened in a regular meeting on the 3rd day of October, 2016, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Gretchen Fagan	Mayor
F.S. "Field" Hudgens	Council Member, Position 1
Mark Stoll	Council Member, Position 2
Chad Degges	Council Member, Position 3
Derek Townsend Sr.	Council Member, Position 4
Lori Klein Quinn	Council Member, Position 5 and Mayor Pro-Tem

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; DECLARING INTENT TO REIMBURSE CERTAIN PRIOR CAPITAL COSTS; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Members of City Council shown present above voted "Aye".

_____ Members of City Council shown present above voted "No".

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 3rd day of October, 2016.

City Secretary
City of Tomball, Texas

[SEAL]

Document comparison by Workshare Professional on Friday, September 23, 2016 2:07:49 PM

Input:	
Document 1 ID	PowerDocs://DM/4965643/5
Description	DM-#4965643-v5-City_of_Tomball_-_NOI_Resolution/Reimbursement_(2016_CO_Comp_-_phase_2)
Document 2 ID	PowerDocs://DM/4965643/6
Description	DM-#4965643-v6-City_of_Tomball_-_NOI_Resolution/Reimbursement_(2016_CO_Comp_-_phase_2)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Style change	
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Inserted cell	
Deleted cell	
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Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	14
Deletions	16
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	30

City of Tomball, Texas

FINANCING SCHEDULE

Sep-16	Oct-16	Nov-16	Dec-16
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1	1 2 3 4 5	1 2 3
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
	30 31		

Completion Date	Event	Responsibility
Monday, October 03, 2016	Council Meeting to Approve Notice of Intention to Issue(NOI)	
	Begin Assembly of Preliminary Official Statement (POS)	FA
Tuesday, October 04, 2016	1st Draft of POS Distributed	FWG
Tuesday, October 11, 2016	Comments Due Back on 1st Draft of POS	FWG
Thursday, October 13, 2016	2nd Draft of POS Distributed	FA
Friday, October 14, 2016	Last Day for First Publication of NOI	City
Thursday, October 20, 2016	Comments Due Back on 2nd Draft of POS	FWG
Friday, October 21, 2016	Info Packets Sent to Rating Agencies	FA
Friday, October 21, 2016	Last Day for Second Publicaiton of NOI	City
Monday, October 24, 2016	3rd Draft of POS Distributed	FA
Week of October 31, 2016	Rating Agency Calls	City,FA
Thursday, November 03, 2016	Comments Due Back on 3rd Draft of POS	FWG
Wednesday, November 09, 2016	Ratings Due Back by close of business	FA
Thursday, November 10, 2016	POS is Posted for the Sale	FA
Monday, November 21, 2016	Bids Due/Pricing for Certificates - Morning	FA
	Council Meeting to Award Certificates and Approve Issuance - Evening	FWG
Tuesday, December 20, 2016	Closing. Funds Delivered	FWG

** This Financing Schedule is subject to change.*

Symbol Key		
FWG	Finance Working Group	Includes the City, BC & FA
City	City of Tomball.....	- -
BC	Bond Counsel	Bracewell LLP
FA	Financial Advisor	FirstSouthwest, a Division of Hilltop Securities Inc.
IP	Initial Purchaser.....	TBD

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Award Contract for Project No. 2017-02, E&P Project Number 2016-10005, Hunterwood and Hicks Lift Station Rehabilitation, to Peltier Brothers Construction in the Amount of \$287,610.00

Background:

In an effort to obtain the most favorable pricing, sealed bids were solicited for the rehabilitation of the Hunterwood subdivision and Hicks Street lift stations. Bid packets were available from our consulting engineering company, Goodwin-Lasiter-Strong. A total of seventeen vendors received information on the bid specifications and plan and upon submission two bids were received.

This project was previously bid with the lowest bid received being \$414,000.00, all bids were rejected; the scope was refined and then rebid. The lowest bid received was submitted by Peltier Brothers Construction in the amount of \$287,610.00.

After review of the submitted bid and references, staff recommends approval to the low bidder.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding contract for Bid Number 2017-02, E&P Project Number 2016-10005, for the Hunterwood & Hicks Lift Station Rehabilitation to Peltier Brothers Construction in the amount of \$287,610.00

Funding:

Yes

Account Number:600-614-6207

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:

Bid Tabulation

Engineer Recommendation

City of Tomball
Hunterwood and Hicks Lift Station Rehabilitation
September 15, 2016 @ 2:00 PM
GLS No. 161005

				Peltier Bros. Construction Houston, TX 77064		Gilleland Smith Construction Richmond, TX 77407	
BASE BID, HUNTERWOOD LIFT STATION IMPROVEMENTS							
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT (\$)	UNIT PRICE	AMOUNT (\$)
1	Mobilization, Setup and Project Overhead for all equipment and work on project including site cleanup, etc. with related items and appurtenances complete in place.	1	LS	\$ 8,348	\$ 8,348	\$ 30,000.00	\$ 30,000.00
2	Provide and install wet well epoxy coat to all interior surfaces to include pumping of wet well, power washing, etc. Complete and in place.	1	LS	\$ 4,070	\$ 4,070	\$ 10,000.00	\$ 10,000.00
3	Provide and install Lift Station pumps, piping, valves, etc. Complete in-place including all appurtenances. (City shall provide Access hatch & rails, contractor to install)	1	LS	\$ 45,385	\$ 45,385	\$ 40,000.00	\$ 40,000.00
4	Provide and install all electrical controls, panels, connections, etc. Complete in-place including all appurtenances.	1	LS	\$ 28,160	\$ 28,160	\$ 30,000.00	\$ 30,000.00
Sub-Total Base Items					\$ 85,963		\$ 110,000
Add/Alternate items may or may not be included in the bid and shall not effect costs of other items:							
A	Provide and Install 8' brick/wood privacy fence, gates, etc. Complete in-place.	1	LS	\$ 20,900	\$ 20,900	\$ 16,000.00	\$ 16,000.00
B	Provide and install 6" concrete driveway (28 sy ±) including reinforcement and all necessary appurtenances complete in-place. (28 SY)	1	LS	\$ 5,580	\$ 5,580	\$ 4,000.00	\$ 4,000.00
Sub-Total Base Items					\$ 26,480		\$ 20,000
BASE BID, HUNTERWOOD LIFT STATION IMPROVEMENTS TOTAL				\$112,443.00		\$130,000.00	
BASE BID, HICKS LIFT STATION IMPROVEMENTS							
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT (\$)	UNIT PRICE	AMOUNT (\$)
1	Mobilization, Setup and Project Overhead for all equipment and work on project including site cleanup, etc. with related items and appurtenances complete in place.	1	LS	\$ 9,248.00	\$ 9,248.00	\$ 30,000.00	\$ 30,000.00
2	Provide and install wet well epoxy coat to all interior surfaces to include pumping of wet well, power washing, etc. Complete and in place.	1	LS	\$ 12,980.00	\$ 12,980.00	\$ 20,000.00	\$ 20,000.00
3	Provide and install Lift Station pumps, piping, valves, access hatch, etc. With all necessary appurtenances complete in place.	1	LS	\$ 87,795.00	\$ 87,795.00	\$ 60,000.00	\$ 60,000.00
4	Provide and install all electrical controls, panels, connections, etc. Complete in-place including all appurtenances.	1	LS	\$ 28,160.00	\$ 28,160.00	\$ 30,000.00	\$ 30,000.00
Sub-Total Base Items					\$ 138,183		\$ 140,000
A	Provide and install 6" concrete driveway (55 SY ±) including reinforcement and all necessary appurtenances complete in-place.	1	LS	\$ 10,260.00	\$ 10,260.00	\$ 10,000.00	\$ 10,000.00
B	Provide and install new concrete lid (8" thick top w/ 6" walls) including re-inforcement, access hatch, vents, etc. with all necessary appurtenances complete in place.	1	LS	\$ 20,564.00	\$ 20,564.00	\$ 15,000.00	\$ 15,000.00
C	Provide and install new 8ft high chainlink privacy fencing (50'±) with green vinyl coating including gates (2-14') and all necessary hardware complete in place.	1	LS	\$ 6,160.00	\$ 6,160.00	\$ 5,000.00	\$ 5,000.00
Sub-Total Base Items					\$ 36,984		\$ 30,000
BASE BID, HICKS LIFT STATION IMPROVEMENTS				\$175,167.00		\$170,000.00	
SUM OF BASE BID "A" & BASE BID "B"				\$287,610.00		\$300,000.00	



DATE: 09/21/2016

TO: David Esquivel, P.E.
Director of Public Works
City of Tomball
501 James Street
Tomball, TX 77375

RE: Hunterwood and Hicks Lift Station Improvements
Bid Tabulation and Proposal Recommendation

David,

Please find attached the bid tabulation for the September 15, 2016 bid opening for the above mentioned project. This is a re-bid of a previous bid with scope changes in an effort to reduce contractor costs. These changes consist of the City of Tomball handling the demolition, by-pass pumping, and purchasing of the submersible pumps and related appurtenances.

Overall, on the re-bid we sent out over 30 requests to vendors to solicit bids. Of those thirty (30), eight (8) confirmed interest in the project, and the day before the bid opening three (3) indicated that they were bidding on the project(s). Two bids were received.

Based on our discussions and the bid proposals provided, it is now my recommendation to award the Hunterwood and Hicks Lift Station Improvements to Peltier Brothers Construction for \$287,610.00. Their financial and experience documentation was retained by the City at the bid opening. This recommendation is based on overall costs and utilizing one contractor for the project.

Sincerely,

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Award Contract for E&P Project Number 2017-10002 for the Design of the Critical Needs Improvements to the North and South Wastewater Treatment Plants to Freese & Nichols in the amount of \$494,725.00

Background:

Following the critical needs assessment to the North and South Wastewater Treatment Plants completed in FY 2015-2016 by Freese & Nichols, a summary of all needed improvements was provided to the City as which time staff determined the most critical needs to be completed in FY 2016-2017.

The contract with Freese & Nichols will allow for the design of the critical needs being addressed at both the North and South Wastewater Treatment Plants as well as bid preparation for these repairs and services.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding contract for E&P Project number 2017-10002 for the Design of the Critical Needs Improvements to the North and South Wastewater Treatment Plants to Freese & Nichols in the amount of \$494,725.00

Funding:

Yes

Account Number:600-614-6999

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
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ATTACHMENTS:

Contract - Freese & Nichols

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into the City of Tomball, Texas hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: **Critical Needs Improvements of North and South WWTPs.**
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of **\$494,725.**
If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- IV. **TERMS AND CONDITIONS OF Agreement:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the ____ day of _____, 2016.

ATTEST:

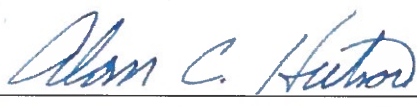
City of Tomball
(Owner)

By: _____

Print Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

By:  _____

Alan C. Hutson, Vice President

Print Name and Title



Vice President

SCOPE OF SERVICES AND RESPONSIBILITIES OF Owner

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed as listed below and as described in the “Critical Needs Assessment Report”:

North WWTP:

- a. **Clarifier:** Replace clarifier mechanism in the two clarifiers including the scum baffle, trough and spray system. Replace all corroded electrical conduits and fittings associated with the clarifiers. Replace seals of the control panels.
- b. **Administration Building:** Replace the Motor Control Center (MCC) located in the Administration Building.
- c. **Blowers:** Replace the MCC for the blowers in the Blower Building.
- d. **Raw Sewage Lift Station:** Replace all the lift station pumps. Replace knife gate in the main pump discharge header. Repaint piping, valves, and monorail. Replace all wiring and conduits associated with the lift station.
- e. **Electrical Manholes:** Replace wiring through manholes.
- f. **Non-potable Water System (NPW):** Inspect hydropneumatic tank and refurbish tank as needed.
- g. **Aerobic Digester:** Replace the controls for the air lift pumps. Replace two sluice gates at the digesters.
- h. **Chlorination System:** Replace one ton-cylinder scale. Add one intake fan at the top of the building for ventilation. Replace enclosures for electrical panel.
- i. **De-chlorination System:** Add one intake fan at the top of the building for ventilation. Replace enclosures for electrical panel.
- j. **Sludge Thickener:** Replace motor drive base plate. Add new control panel and conduit from MCC.
- k. **Flow Measuring Structure:** Install sump pumps. Replace scum baffles.

South WWTP:

- a. **Main Power Feed Switchgear Breaker:** Install new main power feed switchgear disconnect, associated conduits and conductors, and surge protection devices for MCCs.
- b. **Non-potable Water System (NPW):** Install new NPW pumps and air compressor. Inspect and refurbish existing hydropneumatic tank.
- c. **Raw Sewage Lift Station:** Replace two lift station pumps. New terminal blocks for conductors for the lift station pumps.
- d. **Oxidation Ditch:** Install Variable Frequency Drive (VFD) for the rotors. Install actuators for the effluent weir gate.
- e. **RAS Pumps:** Relocate the RAS and WAS piping and flow meters.

- f. **Administration Building:** Expand building to include space for a new break room. Rewire the SCADA/PLC panel and provide new wiring diagrams to show current installation.
 - g. **Chlorination System:** Add one intake fan at the top of the building for ventilation. Replace control panel.
 - 2. Field surveying of North and South WWTPs as required for the preparation of designs and drawings.
 - 3. Provide Geotechnical investigations at the North and South WWTPs as required for the preparation of designs and drawings.
 - 4. Advise Owner of need for and recommend scope of subsurface investigations, special analysis, hydraulic model studies, underwater exploration and mapping, etc, and the retention of special consultants. The cost of such services shall be paid by Owner and are not included in the services performed by FNI.
 - 5. Attend a maximum of four (4) meetings with the City during the Design Phase to keep the City informed and to solicit comments relating to the design of the improvements.
 - 6. Furnish Owner, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
 - 7. Conduct quality control (QC) reviews of 60 and 90 percent design submittal.
 - 8. Conduct constructability review of 60 percent design submittal.
 - 9. Prepare revised opinion of probable construction cost at the 60 and 90 percent submittal stage.
 - 10. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 - 11. Furnish Owner three (3) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. Upon final approval by Owner, FNI will provide Owner three (3) sets of copies of "Final" drawings.
- C. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:
- 1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
 - 2. Print Bid Documents and distribute a maximum of three (3) sets to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
 - 3. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.

SC-2

 FNI ACH
 OWNER _____

4. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Recommend award of contracts or other actions as appropriate to be taken by Owner. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
6. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
7. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit (insert frequency; i.e. monthly, bi-monthly, quarterly, etc.) reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.

SC-3

FNI ACH
OWNER _____

3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make up to twelve (12) visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

SC-4

 FNI ACH
 OWNER _____

11. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing renderings, model, and mock-ups requested by the Owner.
- E. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- F. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- G. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- J. Conducting pilot plant studies or tests.
- K. Preparing Operation and Maintenance Manuals or conducting operator training.

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FNI ACH
OWNER _____

- L. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- M. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- N. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- O. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Q. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- R. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- S. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- T. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- U. Services required to resolve bid protests or to rebid the projects for any reason.
- V. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.

- W. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- X. Providing services after the completion of the construction phase not specifically listed in Article I.
- Y. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- Z. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- AA. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- BB. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- CC. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- DD. Provide follow-up professional services during Contractor's warranty period.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- | | |
|---|---|
| • Begin Final Design | Upon Authorization to Proceed |
| • 60% Submittal | 3 months after Authorization |
| • 90% Submittal | 2 months after receiving comments from Owner on the 60% Submittal |
| • Final Design | 1 month after receiving comments from Owner on the 90% submittal |
| • Submit Documents to Regulatory Agencies | 1 month after Final Approval by Owner |
| • Advertise for Bids | 1 month after Final Approval by Owner |
| • Bid Phase | 40 Days |
| • Regulatory Approval of Bids | 2 months |
| • Construction Phase | 20 months |

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

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FNI ACH
OWNER _____

ARTICLE IV

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- I. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative: David Esquivel, P.E.
Director of Public Works
City of Tomball
501 James Street
Tomball, Texas 77375
Phone: (281) 290-1415
Fax: (281) 351-4735
desquivel@tomballtx.gov

FNI's Designated Representative: Murali Erat, P.E.
11200 Broadway Street, Suite 2332
Pearland, Texas 77584
Phone: (832) 456-4709
Fax: (832) 456-4701
wch@freese.com

FNI's Accounting Representative: Kristina Isaac
10497 Town and Country Way, Suite 600
Houston, Texas 77024
Phone: (713) 600-6860
Fax: (713) 600-6801
Kristina.Isaac@freese.com

COMPENSATION

Compensation to FNI shall be the lump sum fee of \$494,725. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	73	125
Professional - 2	94	153
Professional - 3	115	184
Professional - 4	151	212
Professional - 5	185	261
Professional - 6	157	361
Construction Manager - 1	93	103
Construction Manager - 2	111	158
Construction Manager - 3	147	179
Construction Manager - 4	118	238
CAD Technician/Designer - 1	62	107
CAD Technician/Designer - 2	91	134
CAD Technician/Designer - 3	120	177
Corporate Project Support - 1	43	106
Corporate Project Support - 2	70	185
Corporate Project Support - 3	86	328
Intern/ Coop	36	60

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2016.

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TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to _____. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability General Aggregate \$2,000	Workers' Compensation Each Accident \$500
Automobile Liability (Any Auto) CSL \$1,000	Professional Liability \$3,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Award Contract for E&P Project Number 2017-10003 for the Development of a Wastewater Master Plan for the City of Tomball to Freese & Nichols in the Amount of \$148,300.00

Background:

To better distribute the flow of the wastewater system and extend the useful life of both the North and South Wastewater Treatment Plants, staff determined the need for a Wastewater Master Plan for the City of Tomball.

Staff requested a proposal from Freese and Nichols to including the scope of services which will include projections for population growth and development, hydraulic analyses of the existing and future collection systems, identification of system improvement to accommodate growth within the City and development of a Capital Improvement Project (CIP) Plan.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding contract for E&P Project number 2017-10003 for the development of a Wastewater Master Plan for the City of Tomball to Freese & Nichols in the amount of \$148,300.00

Funding:

Yes

Account Number:600-614-6999

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
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ATTACHMENTS:

Contract - Freese & Nichols

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into the City of Tomball, Texas hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: **Wastewater System Master Plan.**

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$148,300, in accordance with Attachment CO-Compensation which is attached hereto and made a part of this Agreement.

If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF Agreement:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the ____ day of _____, 2016.

ATTEST:

City of Tomball, Texas
(Owner)

By: _____

Print Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

By: Alan C. Hutson

Alan C. Hutson, Vice President

Print Name and Title

Richard Weatherly
Associate

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Project Understanding:

Freese and Nichols, Inc. will develop a Wastewater Master Plan for the City of Tomball that will utilize wastewater flow monitoring (to be provided by Owner), projections for future population growth and development, hydraulic analyses of the existing and future collection systems, and identification of system improvements to accommodate growth within the City. Detailed cost estimates and project descriptions will be developed for capital planning. A Wastewater Master Plan Report will be prepared, documenting the work performed as part of the study as well as the capital improvement recommendations.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the Wastewater Master Plan Project:

TASK A: PROJECT MANAGEMENT

A1. Project Kickoff Meeting

Conduct a project kickoff meeting with the Owner to review project scope, goals, project team members and schedule. FNI will provide the Owner with a data request memorandum identifying data needs. The meeting will include discussion of the following:

- Present and discuss methodology and approach
- Scheduling and project coordination
- Information and data needs from the City

A2. Communications Plan

In addition to technical, task-related meetings, the Project Manager will have monthly meetings with the Owner to review progress, discuss data needs, and any topics of special concern. Monthly Status Reports will also be submitted that summarize progress and document upcoming tasks. The Reports will outline upcoming key decisions which will require input from or discussion with the City.

A3. Data Collection and Review

FNI will compile information from the Owner including GIS/CAD files, lift station layouts, pump curves, treatment facility layouts, recently completed system improvements, water production data, operational data, and wastewater flow data.

TASK B: ANALYSIS OF WASTEWATER FLOW MONITORING DATA

B1. Sewer Basin Delineation

FNI will review and update sewer basin delineation based on the location of wastewater flow monitors, GIS shapefiles and ground contour mapping. FNI shall prepare detailed mapping and meet with the Owner to review the sewer basin, sub basin and subcatchment mapping results.

B2. Flow Data Analysis and Evaluation

FNI will analyze wastewater flow monitoring field data collected by the Owner and prepare flow and depth hydrographs for each flow monitoring location. The flow data will be summarized showing average dry weather flow and peak wet weather flows at each flow monitor site. Rainfall events will also be summarized for total depth and duration. Using the rainfall and inflow/infiltration data, figures showing I/I by wastewater basin will be created.

TASK C: WASTEWATER SYSTEM INVENTORY AND HYDRAULIC MODEL DEVELOPMENT

C1. Conduct Gap Analysis and Develop Field Data Collection Forms

FNI will evaluate the available wastewater GIS, as built data, construction drawings, CAD files, lift station facility dimensions, and pump curve and force main information. FNI will determine what (if any) additional data is needed to construct the hydraulic model network, including gravity line inverts, lift station facility information, and other information to properly define special hydraulic structures such as siphons, split flow manholes, weirs, junction boxes, and other interconnections between parallel lines. FNI will develop field data collection forms for Owner's staff to use to obtain missing wastewater network or facility attribute data and resolve connectivity conflicts. FNI will coordinate with Owner operations staff on needed information. Information collected by Owner staff will be incorporated into the wastewater model.

C2. Develop Wastewater Hydraulic Model

FNI will construct a wastewater collection system hydraulic model based on the most current GIS. FNI will use the available network and facility data from GIS, CAD files, as-built, and construction drawings, as well as operational data provided by the Owner to construct the hydraulic model. Additional field collected or verified data provided by Owner staff will also be input in the hydraulic model. The wastewater model will consist of pipelines 10-inches and larger in diameter, as well as key 8-inch lines, key lift stations and two wastewater treatment plant outfalls. FNI will conduct a model network review to verify flow directions, pipeline profiles and slopes, and overall system connectivity.

C3. Incorporate Detailed Lift Station Data

Lift station and force main information provided by the Owner will be entered into the model. FNI will review as-built and construction drawings and operational data provided by the Owner to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial pump controls for the model. Additional field collected or verified data provided by Owner staff will also be input in the hydraulic model.

C4. Subcatchment Generation

Subcatchments will be generated for each sewer sub basin showing which areas feed into each sewer manhole using Thiessen polygons within their respective flow monitor basins.

C5. Progress Meeting #1: Review Flow Monitor Data and Model Development

FNI will review the summary of the field collected flow monitor and rain gauge data. Figures showing the I/I amount in each flow monitor basin will be presented. The wastewater model development will also be discussed.

TASK D: WASTEWATER MODEL CALIBRATION

D1. Assign Existing Wastewater Flows to the Hydraulic Model

FNI will geocode water billing data and use a return percentage of water usage to assign wastewater flows to the hydraulic model. Major customers will be located and allocated as a point loading. Diurnal curves representing the dry weather wastewater flow patterns will be created for each flow monitor basin and assigned to the hydraulic model.

D2. Dry Weather Calibration

FNI will select a dry weather period from the field collected flow monitoring data during which to perform an extended period simulation (EPS) dry weather calibration. The existing per capita wastewater flows from water meter billing data and dry weather infiltration rates will be adjusted as necessary to match the field collected flow data to within industry standard tolerances. Lift station operational controls and force main parameters will be adjusted to achieve dry weather flow calibration. FNI will prepare calibration plots overlaying the modeled dry weather flows vs. the field collected flow data at each flow monitoring location.

D3. Wet Weather Calibration

FNI will review field collected flow monitor and rain gauge data and select a wet weather calibration storm event. The recorded storm hyetograph will be applied to the hydraulic model to perform an EPS wet weather calibration. Individual RTK parameters will be developed for each flow monitor basin. Hydrologic parameters in the model will be adjusted so that the peak wet weather flows generated in the model closely match the observed flows. Lift station pumping and wet well levels will be compared against available SCADA data to verify wet weather lift station operations in the hydraulic model. FNI will prepare calibration plots overlaying the modeled wet weather flows vs. the field collected flow data at each flow monitoring location.

TASK E: POPULATION AND WASTEWATER FLOW PROJECTIONS

E1. Population and Land Use Projections

FNI will develop population and land use projections based on City Planning data for 5-year, 10-year and 25-year planning periods. Population and non-residential acreage will be distributed by wastewater sub basin for each planning year.

E2. Develop Wastewater Flow Projections

Historical flow data will be analyzed to select a per-capita residential wastewater flow and a non-residential wastewater flow for future flow projections. Infiltration/inflow allowances for future planning periods will be developed based on historical flow data and the field collected flow monitoring data. Wastewater flow projections will be developed by sewer sub-basin for 5-year, 10-year and 25-year planning periods.

E3. Distribute Wastewater Flow Projections in the Hydraulic Model

Allocate projected residential and non-residential loads for each planning period in the hydraulic model. Sewer basin and sub-basin delineation boundaries developed as part of the flow monitoring data analysis and model development tasks will be utilized for flow allocation.

E4. Progress Meeting #2: Review Calibration Results & Population/Flow Projections

FNI will meet with the Owner to review the results of the dry and wet weather hydraulic model calibrations. The dry and wet weather calibration plots showing modeled flows vs. field measured flows will be presented. The land use assumptions, population and wastewater flow projections will also be presented and discussed. FNI will solicit comments from Owner staff and make revisions as necessary.

TASK F: EXISTING AND FUTURE WASTEWATER COLLECTION SYSTEM ANALYSES

F1. Existing Wastewater System Analysis

FIN will run the wastewater model with the design storm and identify existing surcharging and overflow locations and other capacity/restriction issues. FNI will conduct an evaluation to determine the impacts of critical element (special structure) and lift station modifications on the existing system evaluation results. Mapping will be prepared showing the location and magnitude of all modeled surcharging and overflows. Each occurrence of modeled wastewater line surcharging will be categorized as due to a downstream restriction or a localized pipeline capacity deficiency.

F2. Develop Future Wastewater Model Scenarios

FNI will develop model scenarios for the 5-year, 10-year and 25-year planning periods. Projected residential and non-residential wastewater loads will be distributed to the wastewater basins in the hydraulic model. Each scenario will be evaluated under peak wet weather conditions based on the design storm and future peaking factor criteria to determine the system response for surcharging and predicted overflow events.

F3. Progress Meeting #3: Review Existing and Future Collection System Analyses

FNI will meet with the Owner to present and discuss results of the wastewater system analyses. Mapping will be prepared showing the results of the collection system analyses with the projected growth on the existing system.

TASK G: WASTEWATER SYSTEM CAPITAL IMPROVEMENTS PLAN AND REPORT

G1. Develop Collection System Improvements for each Planning Period

FNI will utilize the results of the existing and future model scenario analyses to develop improvements to eliminate excessive surcharging and overflows in the collection system resulting from existing inflow and infiltration and increased wastewater flow from projected future development. Additionally, FNI will utilize model results to develop improvements to serve areas that are currently not developed. Develop mapping showing recommended improvements for the 5-year, 10-year, and 25-year planning periods as well as improvements needed to correct existing system deficiencies.

G2. Develop Draft Wastewater Capital Improvements Plan (CIP)

FNI will develop a draft wastewater capital improvements plan consisting of project descriptions, prioritization, justification, phasing, and costs for each proposed project in year 2017 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed project locations.

G3. Progress Meeting #4: Review Draft Wastewater CIP

FNI will meet with the Owner to discuss the draft wastewater CIP development. FNI will solicit comments from the City.

G4. Prepare Draft Wastewater Master Plan Report

FNI will prepare a Draft Wastewater Master Plan Report documenting the hydraulic model development and calibration, analyses, results, and recommendations. The Draft Master Plan Report will include descriptions of population and flow projections, hydraulic modeling analyses, system evaluation, and CIP development. An electronic PDF version of the report will be submitted to the Owner for review.

G5. Progress Meeting #5: Review Draft Wastewater Master Plan Report

FNI will meet with the Owner to discuss the Draft Master Plan Report. FNI will solicit comments for inclusion into the Final Report.

G6. City Council Presentation

FNI will prepare a presentation on the results of the master plan and present to City Council.

G7. Finalize Master Plan Report

FNI will incorporate Owner comments and submit an electronic PDF Copy and five (5) hard copies of the Final Wastewater Master Plan Report

Summary of Progress Meetings

- Project Kickoff Meeting
- Progress Meeting #1: Review Flow Monitor Data and Model Development
- Progress Meeting #2: Review Calibration Results & Population and Flow Projections
- Progress Meeting #3: Review Existing and Future Collection System Analyses
- Progress Meeting #4: Review Draft Wastewater CIP
- Progress Meeting #5: Review Draft Wastewater Master Plan Report

Summary of Deliverables

- Draft Master Plan Report
- Final Master Plan Report
- Calibrated Wastewater System Model

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Extension of temporary flow monitoring beyond 45 days.
- B. Field surveying required for the preparation of designs and drawings.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.

- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- E. Providing renderings, model, and mock-ups requested by the Owner.
- F. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- I. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services for the Wastewater Master Plan in accordance with the following schedule:

Schedule for Wastewater Master Plan

1. Progress Meeting # 1: 90 days after NTP
2. Progress Meeting # 2: 150 days after NTP
3. Progress Meeting # 3: 180 days after NTP
4. Progress Meeting # 4: 210 days after NTP
5. Progress Meeting # 5: 240 days after NTP
6. Final Wastewater Master Plan Report: Within 15 days after receiving Owner comments

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Owner shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.
- H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- J. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative:	David Esquivel, P.E. Director of Public Works City of Tomball 501 James Street Tomball, Texas 77375 Phone: (281) 290-1415 Fax: (281) 351-4735 desquivel@tomballtx.gov
FNI's Designated Representative:	Richard Weatherly, P.E. 11200 Broadway Street, Suite 2332 Pearland, Texas 77584 Phone: (713) 600-6824 Fax: (832) 456-4701 raw@freese.com
FNI's Accounting Representative:	Jana Collier 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Phone: (817) 735-7354 Fax: (817) 735-7480 jvc@freese.com

COMPENSATION

Compensation to FNI for Basic Services described in Attachment SC shall be for Wastewater Master Plan shall be the lump sum of One Hundred Forty-Eight Thousand Three Hundred Dollars (\$148,300). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates are subject to annual adjustment. Last Updated February 2015.

1022015

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Tomball, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability General Aggregate \$2,000	Workers' Compensation Each Accident \$500
Automobile Liability (Any Auto) CSL \$1,000	Professional Liability \$3,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.
- If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.
- Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

Approve Application from Arthur Sansom to Abandon a Public Right-of-Way and Adopt, on First Reading, Ordinance No. 2016-23, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of a Part of an Unimproved Roadway Between Epps Street and Hufsmith Road, All Situated in the Joseph House Survey, Abstract Number 34, Harris County, Texas, and as Recorded in Volume 002, Page 65 of the Map Records Of Harris County, Texas; Vacating, Abandoning, and Closing Said Unimproved Roadway and Street Right-Of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest, Respectively, a Quitclaim Deed Conveying Said Unimproved Roadway and Street Right-Of-Way to Arthur M. Sansom; Providing for Severability; and Containing Other Provisions Relating to the Subject.

Background:

Mr. Sansom reached out to the City of Tomball to request abandonment of the unimproved 30' right-of-way that abuts his property to the south. As part of Mr. Sansom's request, letters of no objection of the abandonment were provided by CenterPoint Energy, Comcast, AT&T and the property owners that abut the same right-of-way to the south (the Donlon's).

An existing City of Tomball sanitary sewer main exists within the unimproved right-of-way and an exclusive 20' wide easement will be dedicated to the City of Tomball prior to the abandonment, if approved.

Origination:

Arthur Sansom

Recommendation:

Approval

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

Community Development Director

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

ATTACHMENTS:

Ordinance No. 2016-23

Location Map

20' City of Tomball Utility Easement

Site Photo

Site Photo

Letters of No Objection

ORDINANCE NO. 2016-23

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF A PART OF AN UNIMPROVED ROADWAY BETWEEN EPPS STREET AND HUFSMITH ROAD, ALL SITUATED IN THE JOSEPH HOUSE SURVEY, ABSTRACT NUMBER 34, HARRIS COUNTY, TEXAS, AND AS RECORDED IN VOLUME 002, PAGE 65 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID UNIMPROVED ROADWAY AND STREET RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, A QUITCLAIM DEED CONVEYING SAID UNIMPROVED ROADWAY AND STREET RIGHT-OF-WAY TO ARTHUR M. SANSOM; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

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

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

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

Section 2. The City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of that portion of the unimproved roadway easement described in Section 3 hereof.

Section 3. The roadway and street right-of-way, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, located within the City of Tomball, Harris County, Texas, is hereby vacated, abandoned, and closed.

Section 4. The Mayor and City Secretary are hereby authorized to execute and attest, respectively, a quitclaim deed, conveying the hereinabove described abandoned roadway and street right-of-way to Arthur M. Sansom in consideration for the payment to the City of fair market value therefor.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD DAY OF OCTOBER 2016.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17TH DAY OF OCTOBER 2016.

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

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

Doris Speer
City Secretary

EXHIBIT A

EIC SURVEYING COMPANY

12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com

FIRM NO. 100334-00

BEING a strip of land 30.00 feet in width containing 0.0758 acre, (3,300.00 square feet), of land out of a 30.00 foot alley situated in Block 92 of Five Acre Tracts Tomball Townsite, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 2, Page 65 of the Harris County Map Records, said 0.0758 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod (found) in the Northwest right-of-way line of said 30.00 foot alley marking the Southerly corner of Lot 191 in Block 11 and the Easterly corner of Lot 200 in Block 10, both in Linebarger Bros. Realty Company's Oil Tract Addition Tomball, Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record in Volume 5, Page 33 of said Harris County Map Records and the Northerly corner of the herein described 0.0758 acre tract of land;

THENCE S 25°30'00" E, a distance of 30.00 feet to a 5/8" iron rod with EIC cap (found) in the Southeast right-of-way line of said 30.00 foot alley and the Northwest line of Lot 4 in said Block 92 marking the Easterly corner of the herein described 0.0758 acre tract of land;

THENCE S 64°26'00" W, a distance of 110.00 feet along the Southeast right-of-way line of said 30.00 foot alley and the Northwest line of Lot 4 to a 5/8" iron rod with EIC cap (found) in the Northeast right-of-way line of Cherry Street, (60.00 feet in width), marking the Westerly corner of Lot 6 in said Block 92, the Southerly corner of said 30.00 foot alley and the Southerly corner of the herein described 0.0758 acre tract of land;

THENCE N 25°30'00" W, a distance of 30.00 feet along the Northeast right-of-way line of Cherry Street and the Southwest line of said 30.00 foot alley to a 5/8" iron rod with "EE COON RPLS 1679 cap" (found) marking the Westerly corner of said 30.00 foot alley, the Southerly corner of Lot 197 in said Block 10 and the Westerly corner of the herein described 0.0758 acre tract of land;

THENCE N 64°26'00" E, a distance of 110.00 feet along the Northwest right-of-way line of said 30.00 foot alley and the Southeast line of said Lot 197 to the POINT OF BEGINNING and containing 0.0758 acre (3,300.00 square feet), of land.

Surveyed on the ground October 22, 2014.
Job No. 14-775-10. (See corresponding plat)
The basis of bearing is N 25°30'00" W along the



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



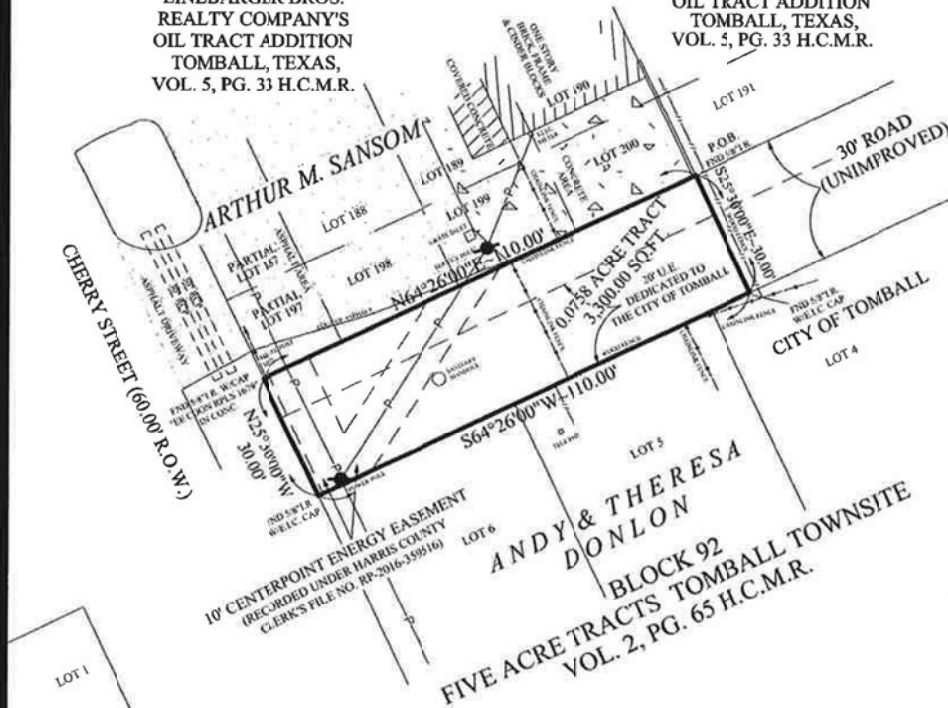
SURVEYING COMPANY

12345 JONES ROAD
SUITE 270
HOUSTON, TX 77070
(281) 955-2772
FIRM NO. 100334-00



BLOCK 10
LINEBARGER BROS.
REALTY COMPANY'S
OIL TRACT ADDITION
TOMBALL, TEXAS,
VOL. 5, PG. 33 H.C.M.R.

BLOCK 11
CITY OF TOMBALL
LINEBARGER BROS.
REALTY COMPANY'S
OIL TRACT ADDITION
TOMBALL, TEXAS,
VOL. 5, PG. 33 H.C.M.R.



BLOCK 93
FIVE ACRE TRACTS
TOMBALL TOWNSITE
VOL. 2, PG. 65 H.C.M.R.

SUBJECT TO :

1. © 2016 Everything In Christ Services, Inc., All Rights Reserved.
2. Survey is valid only if print has original Seal and signature of surveyor on it. Declaration is made to original purchaser of this survey. It is not transferable to additional institutions or subsequent owners.
3. This Survey has been done without benefit of a current title report. Surveyor did not abstract title and does not certify to easements or restrictions not shown. Check with your local governing agencies for any additional easements, building lines or other restrictions not reflected on recorded plat.
4. Penes as shown.

This Property Lies in Zone "X"
Outside the 100 Year Flood Plain
Per Graphic Scaling according to
Community Panel No. 4802960690M
having an effective date 06-09-2014
Job No. 14-775-10
Scale 1" = 30'
Date 08-26-2016
Drawn By: L.H.

Purchaser CITY OF TOMBALL
Address CHERRY STREET
Lot , Block , Section
Survey JOSEPH HOUSE, A 34
Area 0.0758 ACRE TRACT
Subdivision FIVE ACRE TRACTS TOMBALL TOWNSITE
Volume 2, Page 62, MAP Records,
HARRIS County, Texas

I, Emil Haddad, a Registered Professional Land Surveyor in the State of Texas, RPLS No. 5072, do hereby certify to (See Note 3) and Furchaser(s) that based upon information provided by said Title Company under G.F. No. (See Note 3) that this survey was this day made under my supervision on the ground of the above described property and the above plat or drawing reflects the findings on the ground of this property at this time. I have shown or noted all easements reflected in said Title Company's report. This Survey conforms to the minimum standards of practice as approved by the Texas Board of Professional Land Surveying. Effective February, 2014, Last Revised 02-2014.

The basis of bearing is N 23°30'00"W along the right of way of Cherry Street
per record plat.

A Division of Everything In Christ Services, Inc.



Seal





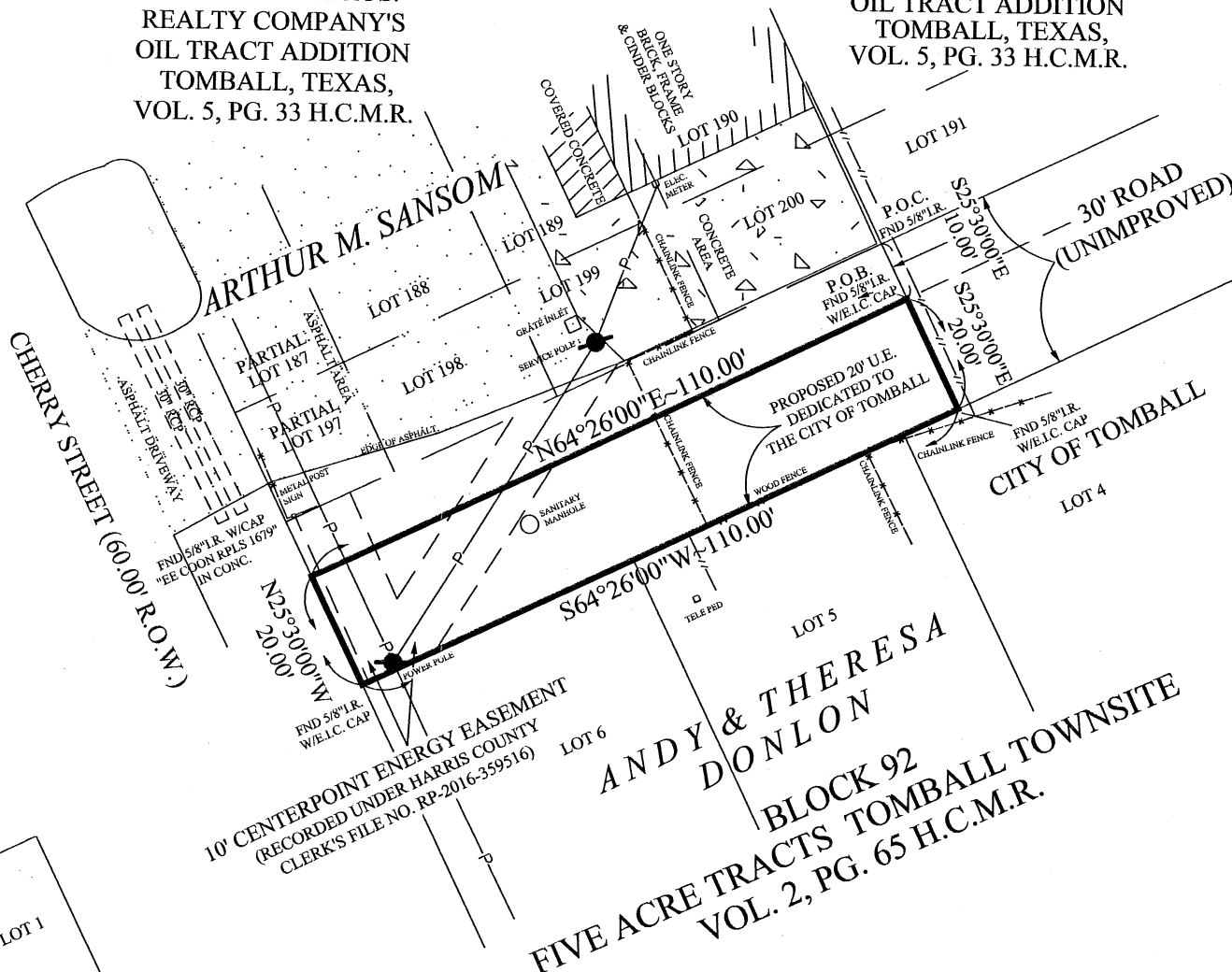
SURVEYING COMPANY

12345 JONES ROAD
SUITE 270
HOUSTON, TX 77070
(281) 955-2772
FIRM NO. 100334-00



BLOCK 10
LINEBARGER BROS.
REALTY COMPANY'S
OIL TRACT ADDITION
TOMBALL, TEXAS,
VOL. 5, PG. 33 H.C.M.R.

BLOCK 11
CITY OF TOMBALL
LINEBARGER BROS.
REALTY COMPANY'S
OIL TRACT ADDITION
TOMBALL, TEXAS,
VOL. 5, PG. 33 H.C.M.R.



SUBJECT TO :

1. © 2016 Everything In Christ Services, Inc., All Rights Reserved.
2. Survey is valid only if print has original Seal and signature of surveyor on it. Declaration is made to original purchaser of this survey. It is not transferable to additional institutions or subsequent owners.
3. This Survey has been done without benefit of a current title report. Surveyor did not abstract title and does not certify to easements or restrictions not shown. Check with your local governing agencies for any additional easements, building lines or other restrictions not reflected on recorded plat.
4. Fences as shown.

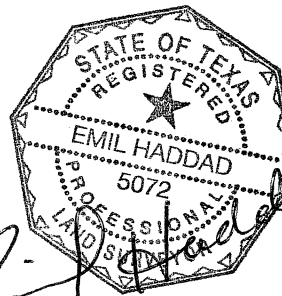
This Property Lies in Zone "X"
Outside the 100 Year Flood Plain
Per Graphic Scaling according to
Community Panel No. 4802960690M
having an effective date 06-09-2014
Job No. 14-775-10
Scale 1" = 30'
Date 08-26-2016
Drawn By: LH

Purchaser CITY OF TOMBALL
Address CHERRY STREET
Lot -, Block -, Section -
Survey JOSEPH HOUSE, A 34
Area 0.0505 ACRE TRACT
Subdivision FIVE ACRE TRACTS TOMBALL TOWNSITE
Volume 2, Page 65, MAP - Records,
HARRIS County, Texas

I, Emil Haddad, a Registered Professional Land Surveyor in the State of Texas, RPLS No. 5072, do hereby certify to (See Note 3) and Purchaser(s) that based upon information provided by said Title Company under G.F. No. (See Note 3) that this survey was this day made under my supervision on the ground of the above described property and the above plat or drawing reflects the findings on the ground of this property at this time. I have shown or noted all easements reflected in said Title Company's report. This Survey conforms to the minimum standards of practice as approved by the Texas Board of Professional Land Surveying. Effective February, 2014, Last Revised 02-2014.

The basis of bearing is N 25°30'00"W along the right of way of Cherry Street
per record plat.

A Division of Everything in Christ Services, Inc.



12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com

FIRM NO. 100334-00

BEING a strip of land 20.00 feet in width containing 0.0505 acre, (2,200.00 square feet), of land for utility easement purposes out of a 30.00 foot alley situated in Block 92 of Five Acre Tracts Tomball Townsite, a subdivision in Harris County, Texas according to the map or plat thereof filed for record in Volume 2, Page 65 of the Harris County Map Records, said 0.0758 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) in the Northwest right-of-way line of said 30.00 foot alley marking the Southerly corner of Lot 191 in Block 11 and the Easterly corner of Lot 200 in Block 10, both in Linebarger Bros. Realty Company's Oil Tract Addition Tomball, Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record in Volume 5, Page 33 of said Harris County Map Records;

THENCE S 25°30'00" E, a distance of 10.00 feet to a point for corner marking the Northerly corner and POINT OF BEGINNING of the herein described 0.0505 acre tract of land;

THENCE continuing S 25°30'00" E, a distance of 20.00 feet to a 5/8" iron rod with EIC cap (found) in the Southeast right-of-way line of said 30.00 foot alley and the Northwest line of Lot 4 in said Block 92 marking the Easterly corner of the herein described 0.0505 acre tract of land;

THENCE S 64°26'00" W, a distance of 110.00 feet along the Southeast right-of-way line of said 30.00 foot alley and the Northwest line of Lot 4 to a 5/8" iron rod with EIC cap (found) in the Northeast right-of-way line of Cherry Street, (60.00 feet in width), marking the Westerly corner of Lot 6 in said Block 92, the Southerly corner of said 30.00 foot alley and the Southerly corner of the herein described 0.0505 acre tract of land;

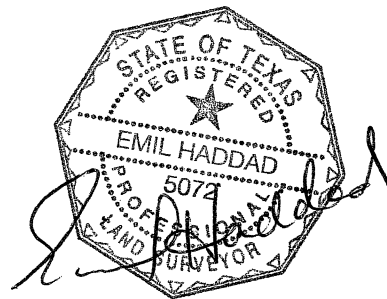
THENCE N 25°30'00" W, a distance of 20.00 feet along the Northeast right-of-way line of Cherry Street and the Southwest line of said 30.00 foot alley to a point for corner marking the Westerly corner of the herein described 0.0505 acre tract of land, from this point a 5/8" iron rod with "EE COON RPLS 1679 cap" (found) marking the Westerly corner of said 30.00 foot alley, the Southerly corner of Lot 197 in said Block 10 bears N 25°30'00" W, 10.00 feet;

THENCE N 64°26'00" E, a distance of 110.00 feet to the POINT OF BEGINNING and containing 0.0505 acre, (2,200.00 square feet), of land.

Surveyed on the ground August 26, 2016.

Job No. 14-775-10. (See corresponding plat)

The basis of bearing is N 25°30'00" W along the right of way of Cherry Street







Andy & Theresa Donlon
30318 Winfro Dr.
Tomball, TX 77375

April 1, 2015

Mr. Arthur M. Sansom
611 N. Cherry St.
Tomball, TX 77375

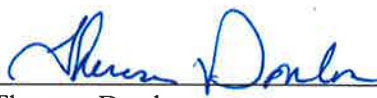
Re: 212 Epps St., Tomball, TX 77375, Lots 5 & 6, Block 92, City of Tomball, Harris
County, Texas (the Property)

Dear Mr. Sansom:

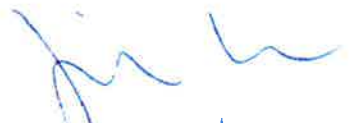
As owners of the above referenced Property, this letter will confirm to you that we claim no interest in the abandoned roadway adjoining the Property. If the roadway is formally abandoned by the relevant governmental authorities, we waive any interest in taking part of the abandoned road where it adjoins the Property. We assign to you, as owner of the property located at 611 N. Cherry St., Tomball, TX, any rights that we would otherwise have in the abandoned roadway where it adjoins the Property.

Yours very truly,


Andy Donlon


Theresa Donlon




4/15/2015



January 18, 2016

Mr. Emil Haddad, R.P.L.S.
EIC Surveying Company
12345 Jones Road, Suite 270
Houston, TX 77070

Re: Sansom Plaza

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced plat dated January 2016.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 713-637-5025 with any questions that you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Grey".

Chris Grey
Construction Supervisor, Design and Serviceability

January 11, 2016

Emil Haddad, R.P.L.S.
Vice President
EIC Surveying Company
12345 Jones Rd, Suite 270
Houston, TX 77070

RE: "No Objection" Sansom Plaza

Mr. Haddad,

Southwestern Bell Telephone Company (SWBT) offers **"NO OBJECTION"** to the Replat of "Sansom Plaza", Tomball; Harris County, Texas January 2016.

If you have any questions, please call at (281) 379-7595 or e-mail at jv5287@att.com.

Thank you,

Jim Villanueva
AT&T Manager-Engineering & Design
Engineer for 281351/Tomball



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

August 16, 2016

Arthur Sansom
611 N. Cherry Street
Tomball, Texas 77375

Re: Street & Alley Closure at 611 N. Cherry Street
R/W File # SA90932A-1

Dear Mr. Sansom:

The CITY OF TOMBALL has been asked to close and abandon a portion of a thirty (30) foot Unimproved Road located southerly of and adjoining Lots 197, 198, 199 and 200 in Block 10 of Linebarger Brothers Realty Company Oil Track Addition To The Town Of Tomball, Texas a subdivision out of the William Hurd Survey, Abstract 371 in Harris, County, Texas, according to the map or plat thereof recorded in Volume 5, Page 33 of the Map Records of said County and State.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that there are facilities located within a portion of the area to be abandoned. However, an easement to accommodate these facilities has been granted as shown on the attached CenterPoint Energy sketch or easement, made a part hereof.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the CITY OF TOMBALL forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Sincerely,

A handwritten signature in blue ink that reads "LaWanda J. Grant".

LaWanda J. Grant, SR/WA
Senior Right of Way Agent
Surveying & Right of Way
713-207-6539

Enclosures

ELECTRIC EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS }

THAT, Arthur Sansom, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That portion of a thirty (30) foot Unimproved Road (closed) located southerly of and adjoining Lots 197, 198, 199 and 200 in Block 10 of Linebarger Brothers Realty Company's Oil Track Addition To The Town Of Tomball, Texas, a subdivision out of the William Hurd Survey, Abstract 371 in Harris, County, Texas, according to the map or plat thereof recorded in Volume 5, Page 33 of the Map Records of said County and State, and being the same property described in deeds from The City of Houston to Arthur Sansom, dated January 29, 2001 and filed for record under County Clerk's File U959340 and from Cheryl A. Sansom to Arthur Sansom and filed of Record under County Clerk's File 20150586722, respectively, of the Official Public Records of Real Property of said County and State.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

Easements ten (10) feet wide, the locations of the centerline of which are shown by the dot-dash symbols on Sketch No. 16-0399, attached hereto and made a part hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easements.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantor, shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Absent written authorization by the affected Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering

with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal

representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this 8th day of August, 2016.

BY: Arthur M Sansom
Arthur Sansom

STATE OF TEXAS }

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Arthur Sansom, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that () he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

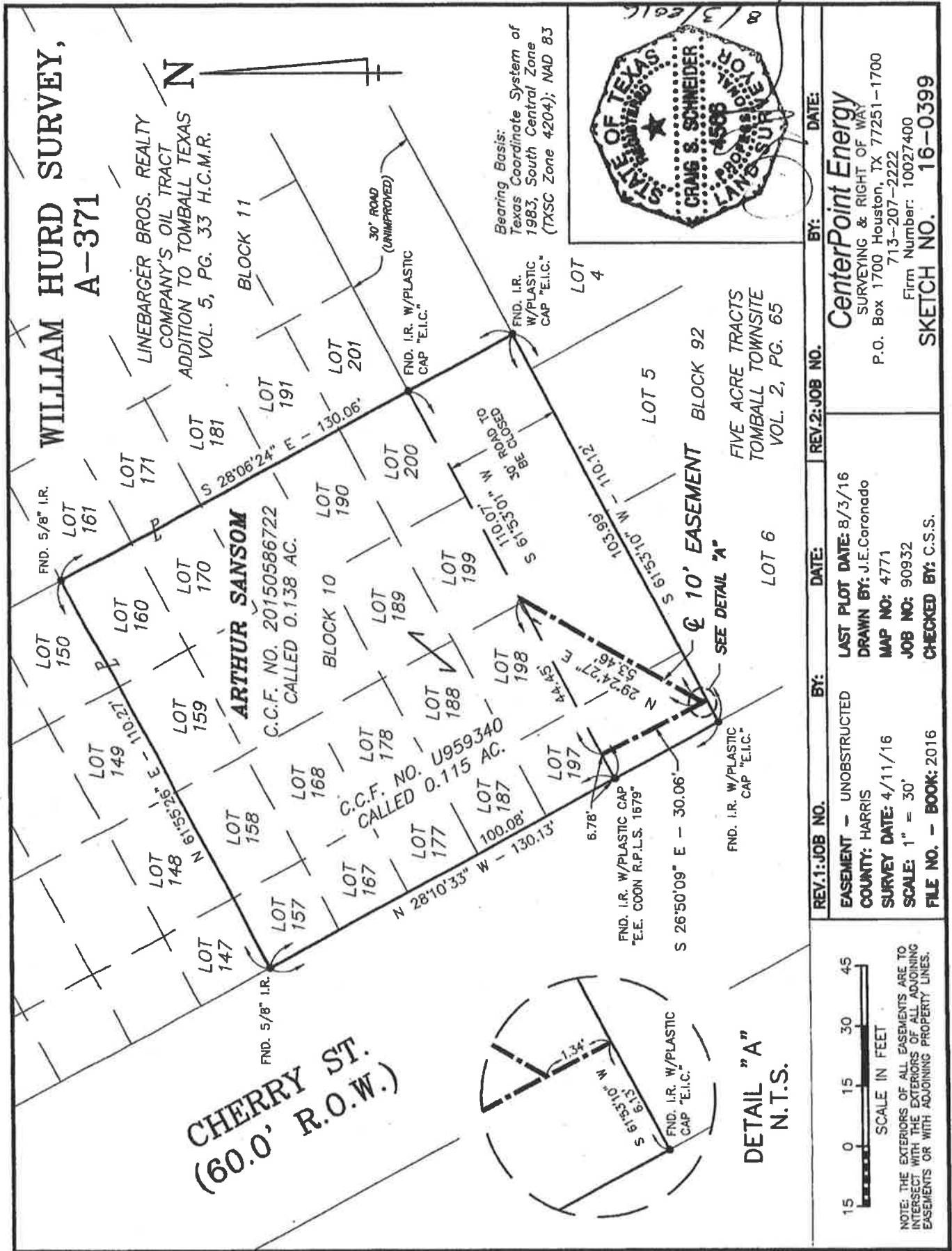
Given under my hand and seal of office this 8th day of August, 2016.



Melissa Lou Smith
Notary's Signature
Melissa Lou Smith
Name typed or printed
6/1/2020
Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

RP-2016-359516



RP-2016-359516
 # Pages 7
 08/15/2016 10:52 AM
 e-Filed & e-Recorded in the
 Official Public Records of
 HARRIS COUNTY
 STAN STANART
 COUNTY CLERK
 Fees \$36.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
 COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
 HARRIS COUNTY, TEXAS



Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 3, 2016

Topic:

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

- Sec. 551.071 - Consultation with the City Attorney regarding a matter that the Attorney's duty requires to be discussed in closed session.
- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Background:**Origination:**

City Manager

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 3, 2016

Topic:

Consideration and Possible Action regarding Amendments to and Extension of the Employment Contract for George Shackelford, City Manager

Background:

Origination:

Council

Recommendation:

N/A

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

City Secretary, HR Director

ACTION TAKEN

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