

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



TUESDAY, JULY 5, 2016

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Tuesday, July 5, 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 Pastor Shawn O'Hearn, Western Apostolic Church Ministries

3.0 Pledges to U.S. and Texas Flags

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

5.0 Reports and Announcements

- ***Tomball City Pool – 2016 Swim Season - Jerry Matheson Park Pool*** will operate normal hours through August 21. From August 22 through September 4,

the pool will be open on Saturday and Sunday only. The pool will be closed every Monday during swim season 2016, except Memorial Day (May 31), July 4th, and Labor Day (September 5). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.

- **TOMBALL KID'S CLUB – June 14, 17, 21, 24, 28 and July 1, 8, 12, 15, 19, and 22, 2016** - 11:00 a.m.-1:00 p.m., at the Community Center
- July 9, 2016 – **2nd Saturday at the Depot**
- August 5, 2016 – **Tomball Night**
- August 13, 2016 – **2nd Saturday at the Depot**
- August 27, 2016 – **Texas Music Festival** – 12:00 Noon-6:00 p.m.
- September 10, 2016 – **2nd Saturday at the Depot**
- September 24, 2016 – **6th Annual Beetles, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- October 1, 2016 – **3rd “Annual Paces for Pink” 5K Run**
- October 8, 2016 – **“Zomball in Tomball”**
- 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:
 - Mike Baxter - Report on the success of the City's **July Fourth Celebration & Street Festival**

6.0 Approve the Minutes of the June 20, 2016 Special and Regular City Council Meetings

7.0 Old Business:

7.1 Adopt, on Second Reading, Ordinance No. 2016-10, an Ordinance of the City of Tomball, Texas Amending Article VII, Donation Containers, of Chapter 22, Health and Sanitation, by Amending Sections 22-191, Location, 22-192, Container Design and Maintenance, and 22-194, Permit Required to Allow Donation Containers on Public and Private School Properties and Providing Certain Exemptions Thereto; Providing a Penalty Not to Exceed \$2,000.00 for any Violation Hereof with Each Day Constituting a Separate Offense; Providing for Severability and Providing Other Findings Related Hereto

7.2 Adopt, on Second Reading, Ordinance No. 2016-08, an Ordinance of the City of Tomball, Texas, Changing the *Prima Facie* Speed Limit Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Brown-Hufsmith Road, from State Highway 249 Business to the Eastern City Limit Line and Zion Road, from Quinn Road to Ulrich Road, All within the Corporate Limits of the City of Tomball as Set out in This Ordinance; and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance

8.0 New Business:

8.1 Conduct Second Public Hearing to Consider the Annexation of the Following Tracts of Land: (4.847-Acre FM 2920 and Telge Road Right-of-Way and 14.427-Acre Milner Tract):
TRACT ONE: FIELD NOTE DESCRIPTION of a 4.847 acre (211,117 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 4.847 acre tract of land being a

portion of F.M. 2920 Right-Of-Way (R.O.W.), and a portion of Telge Road R.O.W., said 4.847 acre tract being more particularly described by metes and bounds as provided.

TRACT TWO: FIELD NOTE DESCRIPTION of a 14.427 acre (628,450 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 14.427 acre tract of land being out of and a part of a called 15.114 acre tract as described in the deed to James M. Milner, recorded under Harris County Clerk's File Number (H.C.C.F. No.) B295501, and all of a called 1.0000 acre tract as described in the deed recorded under H.C.C.F. No. F207872, and out of and a part of the tract described in the deed to James M. Milner, ET. UX. recorded under H.C.C.F. No. D909728, said 14.427 acre tract being more particularly described by metes and bounds as provided.

- 8.2 Approve Request by The Empty Glass to Host the 3rd Annual Empty Glass Wine Festival, to be held on Saturday, October 1, 2016, 12p.m. to 6 p.m.
 - 8.3 Approve Request by Tomball Pregnancy Center for In-Kind Services from the City Police, Fire, Public Works and NWEMS Department, for the 3rd Annual New Life 5K & Kid's Walk, to be held on September 17, 2016
 - 8.4 Approve Amendment to Tri-Party Memorandum of Understanding (MOU) between the City of Tomball, Lone Star College-Tomball, and Tomball Independent School District regarding Coordinated Usage of the City's Low-Power FM Radio Station to Include Concordia Lutheran High School
 - 8.5 Approve Resolution No. 2016-14, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Future Leaders and Graduates (FLAG) Project for the 2016-2017 Fiscal Year, and Designating the Assistant City Manager as the City's Authorized Official
 - 8.6 Award Contract for Replacement of City Copiers to Marimon Business Systems, Inc.
 - 8.7 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. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property
 - 8.8 Approve Purchase from Jeff Stallones, Stallones AEG LLC, of Lots 11, 12, 13, 14, 15, 16, 17, and 18, Block 5, Located at 114 Fannin, together with House Situated on Lots, and Authorize the City Manager to Execute Appropriate Deed Document and Non-Cash Donation Form
- 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 30th day of June 2016 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 5, 2016

Topic:

- Led by Pastor Shawn O'Hearn, Western Apostolic Church Ministries

Background:

Origination:

Recommendation:

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: July 5, 2016

Topic:

- ***Tomball City Pool – 2016 Swim Season - Jerry Matheson Park Pool*** will operate normal hours through August 21. From August 22 through September 4, the pool will be open on Saturday and Sunday only. The pool will be closed every Monday during swim season 2016, except Memorial Day (May 31), July 4th, and Labor Day (September 5). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- **TOMBALL KID'S CLUB – June 14, 17, 21, 24, 28 and July 1, 8, 12, 15, 19, and 22, 2016** - 11:00 a.m.-1:00 p.m., at the Community Center
- July 9, 2016 – **2nd Saturday at the Depot**
- August 5, 2016 – **Tomball Night**
- August 13, 2016 – **2nd Saturday at the Depot**
- August 27, 2016 – **Texas Music Festival** – 12:00 Noon-6:00 p.m.
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- September 24, 2016 – **6th Annual Beetles, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- October 1, 2016 – **3rd “Annual Paces for Pink” 5K Run**
- October 8, 2016 – **“Zomball in Tomball”**
- 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:
 - Mike Baxter - Report on the success of the City's **July Fourth Celebration & Street 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
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Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Approve the Minutes of the June 20, 2016 Special and Regular City Council Meetings

Background:

Due to the cancellation of the June 6, 2016 meeting, the May 16, 2016 minutes are presented for Council consideration and approval. No minutes will be produced for the June 6, 2016 meeting.

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
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ATTACHMENTS:

Draft Minutes of the June 20, 2016 Special City Council Meeting
Draft Minutes of the June 20, 2016 Regular City Council Meeting

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

MONDAY, June 20, 2016



4:00 P.M.

1.0 Call to Order

The Council meeting was called to order at 4:01 p.m. by Mayor Fagan. Other members present:

Councilman Townsend
Councilman Degges
Councilman Klein Quinn
Councilman Stoll

Members absent:

Councilman Hudgens - Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren Smith
Director of Community Development – Craig Meyers
Executive Director-TEDC – Kelly Violette
CSO Administrative Assistant – Tracy Garcia

2.0 No Public Comments were received.

3.0 New Business:

3.1 The Tomball City Council entered into a Workshop Session regarding the Livable Centers

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

- Sec. 551.072 – Deliberations regarding Real Property

Upon reconvening into Special session at 5:32 p.m., no action was taken.

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

Motion carried unanimously.

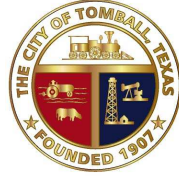
Meeting adjourned.

PASSED AND APPROVED this the 5th day of July 2016.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

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



MONDAY, JUNE 20, 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 Townsend
Councilman Degges
Councilman Klein Quinn
Councilman Stoll

Members absent:

Councilman Hudgens - Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren Smith
Police Chief – Billy Tidwell
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Public Works Director – David Esquivel
Director of Community Development – Craig Meyers
City Planner – Harold Ellis
CSO Administrative Assistant – Tracy Garcia
Community Center Manager – Rosalie Dillon
Executive Director-TEDC – Kelly Violette
Chief-NWEMS – Brian Bayani
Police Detective – Kenneth Yoho

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

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

4.0 The following public comments were received:

- | | | |
|--|---|--|
| Albert Thomas
24903 Elmira Street, 77375 | - | Expressed his support for a Diane N. Holland Memorial statute to be placed in a prominent location in Tomball. |
| Terry Schell
353 Ridgewood, 77355 | - | Expressed his support for a Diane N. Holland Memorial statute to be placed in a prominent location in Tomball. |
| Rob Greening
GTACC
12202 Pine Shadows, 77362 | - | Expressed his support for the 44 th Annual Tomball Night. |

5.0 Presentations:

- Presentation of Plaque by Mayor Fagan and Brian Bayani, NWEMS, to the Tomball Fire Department for the **2016 Mission: Lifeline® EMS Gold Level Recognition Award**

6.0 Reports and Announcements:

- ***Tomball City Pool – 2016 Swim Season - Jerry Matheson Park Pool*** re-opened on June 4 and will operate with normal hours through August 21. From August 22 through September 4, the pool will be open on Saturday and Sunday only. The pool will be closed every Monday during swim season 2016, except Memorial Day (May 31), July 4th, and Labor Day (September 5). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- **TOMBALL KID'S CLUB – June 14, 17, 21, 24, 28 and July 1, 8, 12, 15, 19, and 22, 2016** - 11:00 a.m.-1:00 p.m., at the Community Center
- June 23, 2016 – **8th Annual Economic Outlook Luncheon**, sponsored by the **Tomball Economic Development Corporation** at Lone Star College-Tomball – 11:30 a.m.-1:30 p.m.
- July 4, 2016 – **July Fourth Celebration & Street Festival** – Business 249 at FM 2920
- July 9, 2016 – **2nd Saturday at the Depot**
- August 5, 2016 – **Tomball Night**
- August 13, 2016 – **2nd Saturday at the Depot**
- August 27, 2016 – **Texas Music Festival** – 12:00 Noon-6:00 p.m.
- September 10, 2016 – **2nd Saturday at the Depot**
- September 24, 2016 – **6th Annual Beetles, Brew & Barbeque 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:
 - Kelly Violette – The Tomball EDC was presented a Certificate of Achievement for Economic Excellence by the Texas Economic Development Council for the 3rd year in a row

- 7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the May 16, 2016 Regular City Council Meeting.

Motion carried unanimously.

8.0 Old Business:

- 8.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2016-06, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 9.6 Acres of Land, Legally Described as Tract 24, Abstract 50 J Miller Survey, within the City of Tomball, Harris County, Texas, from the Agricultural District to the **Office** District; said Property being Generally Located at the Northeast Corner of Hufsmith Road and Zion Road at 1600 E. Hufsmith Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Hudgens	<u>Absent</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 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to ratify the proposed change in Public Hearing Dates for the Proposed Annexation of 4.847 Acres of Land, Being a Portion of FM 2920 Right-of-Way and a Portion of Telge Road Right-of-Way and 14.427 Acres of Land Located at 15945 FM 2920, 21706 Telge Road, and 21718 Telge Road, Tomball, Texas, Due to Cancellation of the June 6, 2016 Council Meeting

Motion carried unanimously.

- 9.2 Conduct First Public Hearing to Consider the Annexation of the Following Tracts of Land: (4.847-Acre FM 2920 and Telge Road Right-of-Way and 14.427-Acre Milner Tract):

TRACT ONE: FIELD NOTE DESCRIPTION of a 4.847 acre (211,117 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 4.847 acre tract of land being a portion of F.M. 2920 Right-Of-

Way (R.O.W.), and a portion of Telge Road R.O.W., said 4.847 acre tract being more particularly described by metes and bounds as provided.

TRACT TWO: FIELD NOTE DESCRIPTION of a 14.427 acre (628,450 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 14.427 acre tract of land being out of and a part of a called 15.114 acre tract as described in the deed to James M. Milner, recorded under Harris County Clerk's File Number (H.C.C.F. No.) B295501, and all of a called 1.0000 acre tract as described in the deed recorded under H.C.C.F. No. F207872 , and out of and a part of the tract described in the deed to James M. Milner, ET. UX. recorded under H.C.C.F. No. D909728, said 14.427 acre tract being more particularly described by metes and bounds as provided.

Mayor Fagan opened the Public Hearing at 6:17 p.m.

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

- 9.3 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Resolution No. 2016-12, a Resolution of the City Council of the City of Tomball, Texas, Designating the Tomball Potpourri as the Official Newspaper for 2016 for Publication of Matters Pertaining to the City of Tomball.

Motion carried unanimously.

- 9.4 Motion was made by Councilman Stoll, second by Councilman Townsend, to appoint Sherrie Meicher as the Replacement Member to the Southeast Texas Housing Corporation (SETH) Board of Directors.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Stoll, second by Councilman Townsend, to reappoint Richard Anderson to his current position on the Planning and Zoning Commission for a new term expiring June 1, 2016.

Motion carried unanimously.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Degges, to appoint April Gray to her current position and appoint Tina Roquemore to the current vacancy on the Board of Adjustments for new terms expiring March 2, 2016.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Stoll, second by Councilman Klein Quinn, to reappoint Richard Bruce and Bill Sumner to their respective positions and appoint Tom Crofoot to the current vacancy the Tomball Economic Development Corporation.

Motion carried unanimously.

- 9.8 Council received the Tomball Economic Development Corporation (TEDC) 2015-2016 Annual Report.

No action taken.

- 9.9 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the Tomball Economic Development Corporation (TEDC) 2016-2017 Strategic Work Plan.

Motion carried unanimously.

- 9.10 Motion was made by Councilman Klein Quinn, second by Councilman Stoll, to approve Resolution No. 2016-13, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 44th Annual Tomball Night and Parade, to be held in Tomball on Friday, August 5, 2016.

Motion carried unanimously.

- 9.11 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to read Ordinance No. 2016-10 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on First Reading, Ordinance No. 2016-10, an Ordinance of the City of Tomball, Texas Amending Article VII, Donation Containers, of Chapter 22, Health and Sanitation, by Amending Sections 22-191, Location, 22-192, Container Design and Maintenance, and 22-194, Permit Required to Allow Donation Containers on Public and Private School Properties and Providing Certain Exemptions Thereto; Providing a Penalty Not to Exceed \$2,000.00 for any Violation Hereof with Each Day Constituting a Separate Offense; Providing for Severability and Providing Other Findings Related Hereto. Vote was as follows:

Councilman Hudgens	<u>Absent</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.

- 9.12 Consideration and Possible Action regarding **Zoning Case P16-0072**: Request by Kenneth Lee to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by

rezoning approximately 1.12 acres of land, legally described as Reserve A, Block 1 Kenneth Lee Subdivision, within the City of Tomball, Harris County, Texas, generally located at the northeast corner of SH 249 and Holderrieth Road, at 26902 SH 249, from the Planned Development District (PD8) to the Commercial District.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P16-0072** at 6:41p.m.
- Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:41 p.m.
- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2016-11 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2016-11, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 1.12 Acres of Land, Legally Described as Reserve A, Block 1 Kenneth Lee Subdivision, within the City Of Tomball, Harris County, Texas, from the Planned Development – 8 (PD8) District to the Commercial District; Said Property Being Generally Located at the Northeast Corner of SH 249 and Holderrieth Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

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

Motion FAILED unanimously.

- 9.13 Motion was made by Councilman Townsend, second by Councilman Stoll, to Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Four (4) Student Resource Officers (SROs) to TISD Campuses.

Motion carried unanimously.

- 9.14 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police

Services on a Contractual Basis for Specialized Events Occurring Before, During and After the Normal Campus Hours.

Motion carried unanimously.

- 9.15 David Esquivel presented an update to Council on the Development of Broussard Park.

No action taken.

- 9.16 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve Tri-Party Memorandum of Understanding (MOU) between the City of Tomball, Lone Star College-Tomball, and Tomball Independent School District regarding Coordinated Usage of the City's Low-Power FM Radio Station. Vote was as follows:

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

Motion carried, 3 votes Aye, 1 vote Nay.

- 9.17 Motion was made by Councilman Townsend, second by Councilman Degges, to renew the Interlocal Agreement between the City of Tomball Fire Department and Harris County Public Health and Environmental Services providing for the Tomball Fire Department to operate a "Closed POD" site for the distribution of medication and supplies.

Motion carried unanimously.

- 9.18 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to read Ordinance No. 2016-08 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on First Reading, Ordinance No. 2016-08, an Ordinance of the City of Tomball, Texas, Changing the Prima Facie Speed Limit Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Brown-Hufsmith Road, from State Highway 249 Business to the Eastern City Limit Line and Zion Road, from Quinn Road to Ulrich Road, All within the Corporate Limits of the City of Tomball as Set out in This Ordinance; and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance. Vote was as follows:

Councilman Hudgens	<u>Absent</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.

- 9.19 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to reject Bids for Project No. 2016-16, Vactor and Valve Exercise Trailers, and award Buy Board Contract to Vermeer for the Purchase of One (1) Vactor and Valve Exercise Trailer, in the Amount of \$77,863.00.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 5th day of July 2016.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Adopt, on Second Reading, Ordinance No. 2016-10, an Ordinance of the City of Tomball, Texas Amending Article VII, Donation Containers, of Chapter 22, Health and Sanitation, by Amending Sections 22-191, Location, 22-192, Container Design and Maintenance, and 22-194, Permit Required to Allow Donation Containers on Public and Private School Properties and Providing Certain Exemptions Thereto; Providing a Penalty Not to Exceed \$2,000.00 for any Violation Hereof with Each Day Constituting a Separate Offense; Providing for Severability and Providing Other Findings Related Hereto

Background:

On May 2, 2016, City Council directed the Community Development Department to propose revisions to Article VII-Donation Containers as it pertains to their location and design on public and private school properties.

Ordinance 2016-10 revises Section 22-191 by permitting donation containers on all public and private school properties in any zoning district, including planned development districts.

Also, Ordinance 2016-10 revises Section 22-192 by permitting donation containers in excess of 96 cubic feet and colors other than neutral or earth tone if not visible from any public right-of-way.

Origination:

Community Development Department

Recommendation:

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

City Secretary

ACTION TAKEN

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

Ordinance No. 2016-10

ORDINANCE NO.2016-10

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ARTICLE VII, DONATION CONTAINERS, OF CHAPTER 22, HEALTH AND SANITATION, BY AMENDING SECTIONS 22-191, LOCATION, 22-192, CONTAINER DESIGN AND MAINTENANCE, AND 22-194, PERMIT REQUIRED TO ALLOW DONATION CONTAINERS ON PUBLIC AND PRIVATE SCHOOL PROPERTIES AND PROVIDING CERTAIN EXEMPTIONS THERETO; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE; PROVIDING FOR SEVERABILITY AND PROVIDING OTHER FINDINGS RELATED HERETO.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas finds it to be in the best interest of the health, safety and welfare of the citizens to allow donation containers on public and private school properties, subject to certain exemptions to the provisions of Article VII, Donation Containers, of Chapter 22, Health and Sanitation of the City's Code of Ordinances; now, therefore,

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. The Code of Ordinances of the City of Tomball, Texas is hereby amended by adding to Section 22-191, Location, of Article VII, Donation Containers, of Chapter 22, Health and Sanitation, the language underscored below:

“Sec. 22-191. - Location.

- (a) Donation containers shall be limited to office, retail, and commercial zoning districts and on all public and private school properties and shall be subject to approval by a temporary permit with a maximum duration of one year.
- (b) Donation containers are allowed on all public and private school properties zoned planned development and in all other planned developments when expressly included in the listed uses and allowances.
- (c) Donation containers shall not be within 50 feet of property being used for residential purposes or a public-right-of-way.
- (d) Donation containers shall not be located within any established buffer areas, required landscaped area, sidewalks, access easements, and drainage

easements, drive aisles, utility easements, or fire lanes and shall not be located in such a manner that they block sight lines or impede vehicular or pedestrian traffic.

(e) Donation containers shall be located on a paved surface.

(f) A donation container shall not be located in any parking space required to meet the minimum parking requirements for a site.

(g) The number of donation containers allowed for each lot shall not exceed two and shall not be located less than 300 feet from any other donation container, except as required in subsection (h) of this section.

(h) On lots with more than one donation container, the donation containers on that lot shall be placed adjacent to each other with no more than two feet of separation between containers. These containers shall not be located less than 300 feet from containers on any other lot.”

Section 3. The Code of Ordinances is further amended by amending Section 22-192, Container design and maintenance, of Article VII, Donation Containers, of Chapter 22, Health and Sanitation, to add the language underscored below and delete the language struck through below:

“Sec. 22-192. - Container design and maintenance.

(a) Except when placed on public and private school properties, donation containers shall not exceed 96 cubic feet and shall not be larger than four feet wide by four feet deep by six feet tall. The donation containers shall be fully enclosed.

(b) Except when placed on public and private school properties, donation containers shall be painted or stained with a neutral or earth-tone color scheme. Bright primary, fluorescent, or contrasting colors are prohibited.

(c) Unless required by other provisions, no specific landscaping, screening fences, or walls are required around donation containers, but aesthetically pleasing site design considerations are encouraged.

(d) The donation container shall display a sign, not to exceed two square feet, containing only the following information:

(1) Permit holder's current contact information, including street address and telephone number.

(2) If permit holder is not the operator of the donation container, the operator's contact information including street address and telephone number must also be included.

(3) The city code enforcement division's street address and phone number.

(4) A note indicating allowable items.

(5) A note indicating hazardous materials and illegal dumping prohibited.

(6) The sign may contain the trademark or logo of the nonprofit organization benefitting from the container. The sign shall be in a neutral color with black lettering. No other signage is allowed.

- (e) Donation containers shall be maintained in good condition and appearance with no structural damage, holes, or visible rust.
- (f) Where donations containers located on public or private school properties do not meet the size provisions of Sec. 22-192(a) or color provisions of Sec. 22-192(b), they shall not be visible from any public right-of-way.”

Section 4. The Code of Ordinances is further amended by amending Section 22-194, Permit required, of Article VII, Donation Containers, of Chapter 22, Health and Sanitation, by adding the language underscored below and deleting the language struck through below:

“Sec. 22-194. - Permit required.

- (a) The owner of a donation container shall apply for a permit from the city and submit a fee for each donation container as currently established or as hereafter adopted from time to time by resolution of the city council.
- (b) The permit applicant must have the written authorization from the property owner on whose property the donation container will be placed.
- (c) The permit holder shall employ a staff of full-time or paid drivers to collect the contents of the donation container.
- (d) The donation container must be owned or operated on behalf of an organization registered and operating in the state as a nonprofit (501(c)(3) corporation.
- (e) The permit holder must maintain general liability insurance for each donation container, at a minimum level of \$1,000,000.00, holding the city and property owner harmless.
- (f) Provided that the conditions in subsections (a) thru (e) of this section are met, each permit shall be valid for a period of 12 months, from the date first issued.
- (g) Each application must include a diagram of the proposed location, including any screening or landscaping proposed.
- (h) The location and specific site design features of the donation container placement must be approved by the city manager or his/her designee.
- (i) The permit holder and the property owner shall be jointly and severally liable for any violations of this article.
- (j) More than three complaints, in a one-year period, regarding a specific donation container, shall result in the permit being revoked. The complaints must be validated as being legitimate by the city code enforcement officer.
- (k) Unless otherwise said within, approval of a permit for said operation shall not exempt the use or permit holder from all applicable city ordinances including, but not limited to nuisance, signage, lighting, etc.
- (l) All existing donation containers must comply with this article within 60 days of the effective date of the ordinance from which this article is derived.”

Section 5. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, 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 \$2000. Each day of violation shall constitute a separate offense.

Section 6. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution, the Texas Constitution, and the Charter of the City of Tomball. 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.

Section 7. This Ordinance shall take effect fourteen (14) days from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF JUNE 2016.

COUNCILMAN HUDGENS	<u>ABSENT</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN 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 ____ DAY OF
_____ 2016.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Adopt, on Second Reading, Ordinance No. 2016-08, an Ordinance of the City of Tomball, Texas, Changing the *Prima Facie* Speed Limit Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Brown-Hufsmith Road, from State Highway 249 Business to the Eastern City Limit Line and Zion Road, from Quinn Road to Ulrich Road, All within the Corporate Limits of the City of Tomball as Set out in This Ordinance; and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance

Background:

The current speed limits along Brown Road in the section between State Hwy 249 Business and the north eastern city limit line vary from 30 mph and 40 mph. In an effort to better accommodate the motor traffic, a more uniform speed limit is recommended. The speed limit on Zion Road currently has two speed limits between Quinn Road and Ulrich, being different each way. The recommendation is to make the speed limit 35 mph each way.

A letter will be sent to Harris County Precinct 4 Commissioner Cagle requesting uniformity of speed limits on Hufsmith and Zion Road.

Origination:

Public Works

Recommendation:

Approval

Funding:

Yes

Account Number:NA

Funding:

Yes

Funds will be transferred from Account: NA to Account:

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

David Esquivel

ACTION TAKEN

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

Ordinance No. 2016-08
Speed limit map

ORDINANCE NO. 2016-08

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, CHANGING THE *PRIMA FACIE* SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON BROWN-HUFSMITH ROAD, FROM STATE HIGHWAY 249 BUSINESS TO THE EASTERN CITY LIMIT LINE AND ZION ROAD, FROM QUINN ROAD TO ULRICH ROAD, ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF TOMBALL AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE IN AN AMOUNT NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR THE VIOLATION OF THIS ORDINANCE.

* * * * *

WHEREAS, §545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, that any *prima facie* speed therein set forth when a highway, or part of a highway, is under repair, construction or maintenance, said governing body may determine and declare a reasonable and safe *prima facie* speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

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

- (A) Along Brown-Hufsmith, from State Hwy 249 Business to the eastern city limit line following Hufsmith Road, the speed limit shall be “35 MPH.”
- (B) Along Zion Road, from Quinn Road to Ulrich Road, the speed limit shall be “35 MPH”

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 20TH DAY OF JUNE 2016.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 5TH DAY OF JULY 2016.

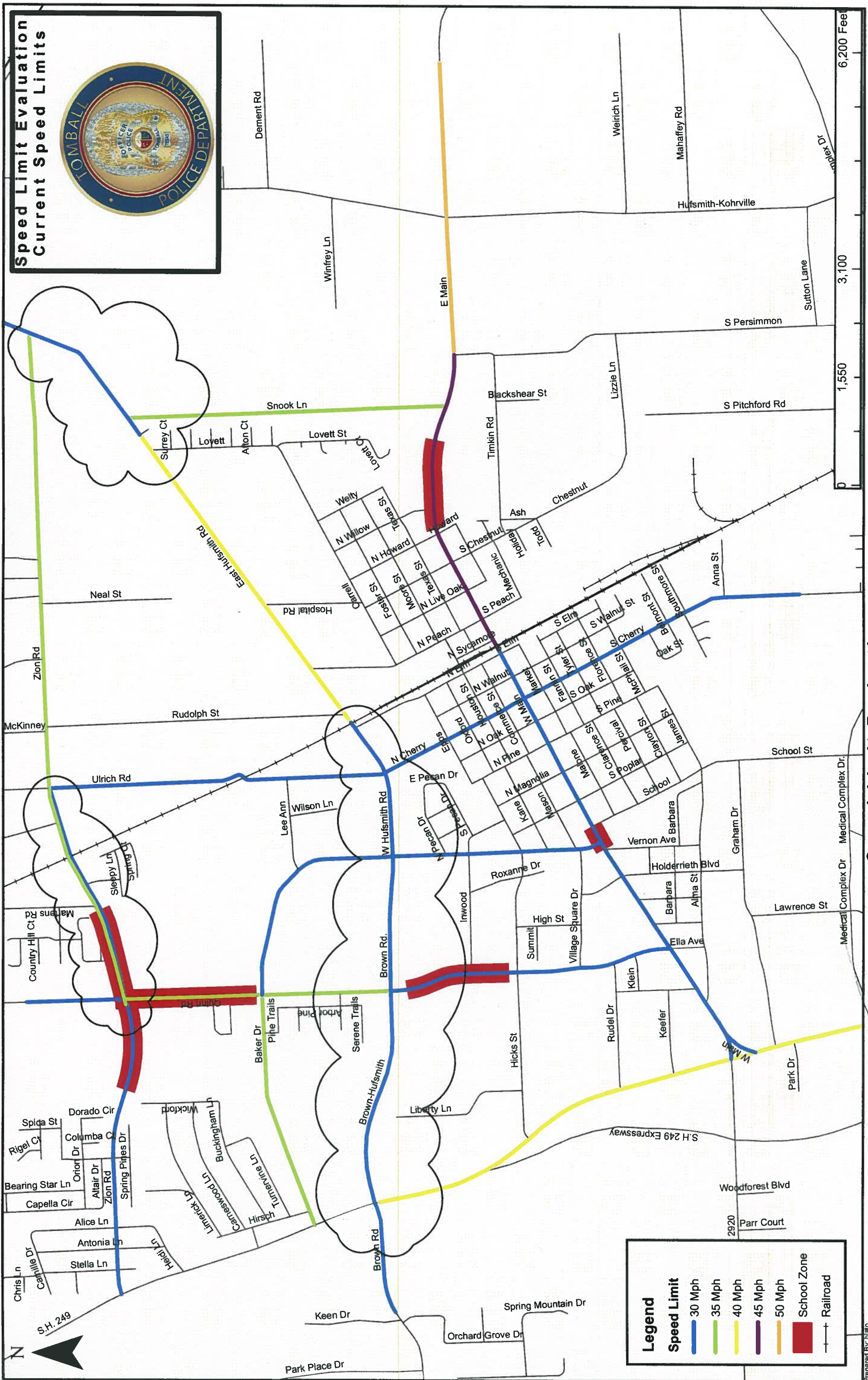
COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

**Speed Limit Evaluation
Current Speed Limits**



**Speed Limit Evaluation
Current Speed Limits**

Legend

Speed Limit

- 30 Mph
- 35 Mph
- 40 Mph
- 45 Mph
- 50 Mph

School Zone

Railroad

Document Path: \\h001\215\Tomball GIS\Projects\2014\EP Speed Maps\Current\117.mxd
Prepared By: biao

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 5, 2016

Topic:

Conduct Second Public Hearing to Consider the Annexation of the Following Tracts of Land: (4.847-Acre FM 2920 and Telge Road Right-of-Way and 14.427-Acre Milner Tract):

TRACT ONE: FIELD NOTE DESCRIPTION of a 4.847 acre (211,117 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 4.847 acre tract of land being a portion of F.M. 2920 Right-Of-Way (R.O.W.), and a portion of Telge Road R.O.W., said 4.847 acre tract being more particularly described by metes and bounds as provided.

TRACT TWO: FIELD NOTE DESCRIPTION of a 14.427 acre (628,450 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 14.427 acre tract of land being out of and a part of a called 15.114 acre tract as described in the deed to James M. Milner, recorded under Harris County Clerk's File Number (H.C.C.F. No.) B295501, and all of a called 1.0000 acre tract as described in the deed recorded under H.C.C.F. No. F207872 , and out of and a part of the tract described in the deed to James M. Milner, ET. UX. recorded under H.C.C.F. No. D909728, said 14.427 acre tract being more particularly described by metes and bounds as provided.

Background:

This public hearing is the second of two public hearings required by the Local Government Code, Section 43.063. Hearings must be conducted on or after the 40th day but before the 20th day before the date of the first reading of the ordinance (21-39 day timeframe). Because of publication time constraints and our meeting schedule, Council set the hearing dates for the regular Council meeting on June 6, 2016 (35 days) at 6:00 p.m. and a regular Council Meeting on June 20, 2016 (21 days) at 6:00 p.m.

Due to the cancellation of the June 6, 2016 Council meeting, the dates of the public hearings must be changed; staff's recommendation was to change the dates to June 20 and July 5, both regular Council meeting dates.

Water, sewer and gas utilities are located along FM 2920.

The first reading of the ordinance to annex will be held at a special Council meeting on Tuesday, July 26, 2016 at 5:00 p.m. and the second reading will be held at the regular Council meeting on August 1, 2016, completing the annexation within the state timeline.

Origination:

James and Patsy Milner, City Staff

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
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ATTACHMENTS:

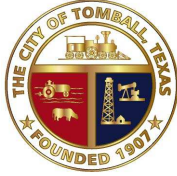
Notice of Public Hearing - 7/5/2016

Application Packet - James and Patsy Milner

REVISED Annexation Calendar - FM 2920 and Telge Road ROW

REVISED Annexation Calendar - Milner Tract

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



**MONDAY, JULY 5, 2016
6:00 P.M.**

Notice is hereby given that **PUBLIC HEARING will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at Regular Council Meetings on Monday, July 5, 2016 at 6:00 p.m., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following Annexations:**

TRACT ONE: FIELD NOTE DESCRIPTION of a 4.847 acre (211,117 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 4.847 acre tract of land being a portion of F.M. 2920 Right-Of-Way (R.O.W.), and a portion of Telge Road R.O.W., said 4.847 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to Texas Coordinate System, South Central Zone NAD 1983.)

BEGINNING at the intersection of the northwesterly R.O.W. line of F.M. 2920 (based on a width of 120 feet) and the westerly R.O.W. line of Tomball Cemetery Road (based on a width of 60 feet) and the southeast corner of a called 21.001 acre tract, as described in the deed to Fritz Strayer and Jack Dicke recorded under Harris County Clerk's File Number (H.C.C.F. No.) U682638, in the west line of the city limits of Tomball according to Ordinance No. 2002-30 recorded under H.C.C.F. No. W304507 and being the northeast corner of the herein described tract;

THENCE, South 03 degrees 22 minutes 21 seconds East, departing the northwesterly R.O.W. line of said F.M. 2920, over and across said F.M. 2920 along the said westerly city limits line of Tomball, a distance of 148.08 feet, to the intersection of the southeasterly R.O.W. line of said F.M. 2920 and the westerly R.O.W. line of Triechel Road (based on a width of 60 feet), and being the northeast corner of a called 1.665 acre tract as described in the deed to Anna Bugardi recorded under H.C.C.F. No. 20140383986, from which a 5/8-inch iron rod found bears, South 19 degrees 18 minutes West, 0.61 feet;

THENCE, South 50 degrees 45 minutes 39 seconds West, departing the westerly R.O.W. line of said Triechel Road and the west city limits line of Tomball and along the southeasterly R.O.W. line of said F.M. 2920, a distance of 1,173.61 feet, to a 5/8- inch iron rod with cap stamped "West Belt Surveying Inc" found marking the beginning of a curve to the right and an angle in the southerly line of the herein described tract;

THENCE, in a southwesterly direction, along the southeasterly R.O.W. line of said F.M. 2920 and said curve to the right, having a radius of 1,492.40 feet, a central angle of 16 degrees 34 minutes 57 seconds (chord bears, South 59 degrees 03 minutes 08 seconds West, 430.43 feet) and an arc distance of 431.93 feet, to a 5/8- inch iron rod with cap stamped "West Belt Surveying Inc" found marking the northerly

Notice of Public Hearing - City of Tomball City Council

July 5, 2016

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end of the cut-back line of the intersection of the southeasterly R.O.W. line of said F.M. 2920 and the easterly R.O.W. line of Telge Road (based on a width of 60 feet) and an interior corner of the herein described tract;

THENCE, South 14 degrees 00 minutes 53 seconds West, departing the southeasterly R.O.W. line of said F.M. 2920 and along said cut-back line, a distance of 84.81 feet, to a 4-inch by 4-inch concrete monument found marking the southerly end of the said cut-back line and an exterior corner of the herein described tract;

THENCE, South 84 degrees 29 minutes 02 seconds West, departing the easterly R.O.W. line of said Telge Road, over and across said Telge Road, a distance of 75.93 feet, to a 5/8-inch iron rod with cap stamped "Thomas 5736" found marking the southerly end of a cut-back line of the intersection of the westerly R.O.W. line of said Telge Road as shown on the plat of Reserve "A", Jack in the Box #3980 recorded under Film Code Number 568095 Harris County Map Records, and the southerly R.O.W. line of aforesaid F.M. 2920 and the southwest corner of the herein described tract;

THENCE, North 01 degree 26 minutes 11 seconds West, over and across the R.O.W. of said F.M. 2920, a distance of 179.03 feet, to the northerly R.O.W. line of said F.M. 2920 and the beginning of a non-tangent curve to the left and the northwest corner of the herein described tract;

THENCE, in a northeasterly direction, along said northerly R.O.W. line of said F.M. 2920 and said curve to the left, having a radius of 1,372.40 feet, a central angle of 19 degrees 01 minutes 19 seconds (chord bears, North 60 degrees 16 minutes 19 seconds East, 453.54 feet) and an arc distance of 455.63 feet to the point of tangency;

THENCE, North 50 degrees 45 minutes 39 seconds East, continuing along the northwesterly R.O.W. line of said F.M. 2920, a distance of 1,260.37 feet, to the **POINT OF BEGINNING** and containing a computed area of 4.847 acre (211,117 square feet) of land.

TRACT TWO: FIELD NOTE DESCRIPTION of a 14.427 acre (628,450 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 14.427 acre tract of land being out of and a part of a called 15.114 acre tract as described in the deed to James M. Milner, recorded under Harris County Clerk's File Number (H.C.C.F. No.) B295501, and all of a called 1.0000 acre tract as described in the deed recorded under H.C.C.F. No. F207872, and out of and a part of the tract described in the deed to James M. Milner, ET. UX. recorded under H.C.C.F. No. D909728, said 14.427 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to Texas Coordinate System, South Central Zone NAD 1983.)

BEGINNING at a concrete TX DOT monument found marking the southerly end of a cut-back line of the intersection of the easterly Right-Of-Way (R.O.W.) line of Telge Road (based on a width of 60 feet) as described in the deed recorded under Volume (Vol.) 78, Page (Pg.) 262 Harris County Deed Records (H.C.D.R.) and the southerly R.O.W. line of F.M. 2920 (A.K.A. Waller-Tomball Road) (based on a width of 120 feet) and marking the most westerly northwest corner of the herein described tract;

Notice of Public Hearing - City of Tomball City Council

July 5, 2016

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THENCE, North 14 degrees 00 minutes 53 seconds East, along the said cut-back line, a distance of 84.81 feet to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the northerly end of said cut-back line and the most northerly northwest corner of the herein described tract and the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, departing the easterly R.O.W. line of said Telge Road and along the southeasterly R.O.W. line of said F.M. 2920 and along the said curve to the left, having a radius of 1,492.40 feet, a central angle of 16 degrees 34 minutes 57 seconds (chord bears North 59 degrees 03 minutes 08 seconds East, 430.43 feet) and an arc distance of 431.93 feet to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in southeasterly line of said F.M. 2920 and the northwesterly line of the herein described tract;

THENCE, North 50 degrees 45 minutes 39 seconds East, continuing along the southeasterly R.O.W. line of said F.M. 2920 and the northwesterly line of the herein described tract, a distance of 508.73 feet, to the most westerly northeast corner of the herein described tract in the southerly R.O.W. line of Unimproved Treichel Road (based on a width of 40 feet) from which bears, South 87 degrees 52 minutes East, 3.39 feet, a concrete TX DOT monument found next to a fence corner;

THENCE, South 88 degrees 01 minutes 19 seconds East, departing the southeasterly R.O.W. line of aforesaid F.M. 2920 along the southerly R.O.W. line of said Treichel Road and a 4-foot barbed wire fence, a distance of 70.89 feet, to a 1-inch iron pipe found in the east line of the called 50 acre tract (parent tract to said 15.114 acre tract) as described in the deed to Alfred Weindorff, ET. UX. recorded under Vol. 2915, Pg. 396 H.C.D.R. and the west line of a called 30.4 acre tract (parent tract to the called 6.995 acre tract as described in the deed to Colleen G. Garrett recorded under H.C.C.F. No. Y234222) as described in the deed to Frank Weindorff recorded under Vol. 3880, Pg. 390 H.C.D.R. marking the northwest corner of said 6.995 acre tract and the most easterly northeast corner of the herein described tract;

THENCE, South 02 degrees 05 minutes 00 seconds East, departing the southerly R.O.W. line of said Treichel Road along the east line of the said called 50 acre tract common with the west line of the said called 30.4 acre tract, a distance of 1,056.84 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the southeast corner of the aforesaid James M. Milner, ET. UX. tract and the herein described tract;

THENCE, South 83 degrees 55 minutes 44 seconds West, departing the said common line along the south line of the said James M. Milner, ET. UX. tract passing at a distance of 4.25 feet a 1/2-inch iron rod found bent marking the north east corner of Reserve A, Telge Park, Section 2, a subdivision recorded under Film Code Number 635119 of the Harris County Map Records, continuing along the south line of the said James M. Milner, ET. UX. tract common with the north line of said Reserve A, a total distance of 457.39 feet, to a point on the said common line marking an interior corner of the herein described tract;

THENCE, departing the said common line, over and across said James M. Milner, ET. UX. tract and the aforesaid called 15.114 acre tract the following four (4) courses and distances:

North 02 degrees 18 minutes 18 seconds West, a distance of 345.13 feet, to an interior corner of

Notice of Public Hearing - City of Tomball City Council

July 5, 2016

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the herein described tract;

South 65 degrees 23 minutes 05 seconds West, a distance of 322.58 feet, to an interior corner of the herein described tract;

South 02 degrees 18 minutes 18 seconds East, a distance of 192.31 feet, to an interior corner of the herein described tract;

South 83 degrees 55 minutes 44 seconds West, a distance of 120.26 feet, to the west line of the herein described tract common with the aforesaid east R.O.W. line of Telge Road marking the southwest corner of the herein described tract;

THENCE, North 02 degrees 18 minutes 18 seconds West, along the said common line a distance of 476.30 feet, to the **POINT OF BEGINNING** and containing a computed area of 14.427 acre (628,450 square feet) of land.

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

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 22nd day of June 2016 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

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

Annexation Request



The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

James & Patsy Milner

Name of Owner(s) (Type or Print)

James M. Milner Patsy A. Milner

Owner's Signature

Date

4/13/16

Received by City Secretary

Date

Received by Community Development Department Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

14.570 ACRES
634,659 SQUARE FEET
CHANCEY GOODRICH SURVEY
ABSTRACT NO. 311
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 14.570 acre (634,659 square foot) tract of land located in the Chancey Goodrich Survey, Abstract Number 311, Harris County, Texas and said 14.570 acre tract of land being all of a called 15.114 acre tract as described in the deed to James M. Milner, recorded under Harris County Clerk's File Number (H.C.C.F. No.) B295501, and all of a called 1.0000 acre tract as described in the deed recorded under H.C.C.F. No. F207872, and all of the tract described in the deed to James M. Milner, ET. UX. recorded under H.C.C.F. No. D909728, said 14.570 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to Texas Coordinate System, South Central Zone NAD 1983.)

BEGINNING at a concrete TX DOT monument found marking the southerly end of a cut-back line of the intersection of the easterly Right-Of-Way (R.O.W.) line of Telge Road (based on a width of 60 feet) as described in the deed recorded under Volume (Vol.) 78, Page (Pg.) 262 Harris County Deed Records (H.C.D.R.) and the southerly R.O.W. line of F.M. 2920 (A.K.A. Waller-Tomball Road) (based on a width of 120 feet) and marking the most westerly northwest corner of the herein described tract;

THENCE, North 14 degrees 00 minutes 53 seconds East, along the said cut-back line, a distance of 84.81 feet to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the northerly end of said cut-back line and the most northerly northwest corner of the herein described tract and the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, departing the easterly R.O.W. line of said Telge Road and along the southeasterly R.O.W. line of said F.M. 2920 and along the said curve to the left, having a radius of 1,492.40 feet, a central angle of 16 degrees 34 minutes 57 seconds (chord bears North 59 degrees 03 minutes 08 seconds East, 430.43 feet) and an arc distance of 431.93 feet to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in southeasterly line of said F.M. 2920 and the northwesterly line of the herein described tract;

THENCE, North 50 degrees 45 minutes 39 seconds East, continuing along the southeasterly R.O.W. line of said F.M. 2920 and the northwesterly line of the herein described tract, a distance of 508.73 feet, to the most westerly northeast corner of the herein described tract in the southerly R.O.W. line of Unimproved Treichel Road (based on a width of 40 feet) from which bears, South 87 degrees 52 minutes East, 3.39 feet, a concrete TX DOT monument found next to a fence corner;

THENCE, South 88 degrees 01 minutes 19 seconds East, departing the southeasterly R.O.W. line of aforesaid F.M. 2920 along the southerly R.O.W. line of said Treichel Road and a 4-foot barbed wire fence, a distance of 70.89 feet, to a 1-inch iron pipe found in the east line of the called 50 acre tract (parent tract to said 15.114 acre tract) as described in the deed to Alfred Weindorff, ET. UX. recorded under Vol. 2915, Pg. 396 H.C.D.R. and the west line of a called 30.4 acre tract (parent tract to the called 6.995 acre tract as described in the deed to Colleen G. Garrett recorded under H.C.C.F. No. Y234222) as described in the deed to Frank Weindorff recorded under Vol. 3880, Pg. 390 H.C.D.R. marking the northwest corner of said 6.995 acre tract and the most easterly northeast corner of the herein described tract,

THENCE, South 02 degrees 05 minutes 00 seconds East, departing the southerly R.O.W. line of said Treichel Road along the east line of the said called 50 acre tract common with the west line of the said called 30.4 acre tract, a distance of 1,056.84 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the southeast corner of the aforesaid James M. Milner, ET. UX. tract and the herein described tract,

THENCE, South 83 degrees 55 minutes 44 seconds West, departing the said common line along the south line of the said James M. Milner, ET. UX. tract passing at a distance of 4.25 feet a 1/2-inch iron rod found bent marking the north east corner of Reserve A, Telge Park, Section 2, a subdivision recorded under Film Code Number 635119 of the Harris County Map Records, continuing along the south line of the said James M. Milner, ET. UX. tract common with the north line of said Reserve A, a total distance of 475.43 feet, to a point on the said common line marking an interior corner of the herein described tract;

THENCE, departing the said common line, over and across said James M. Milner, ET. UX. tract and the aforesaid called 15.114 acre tract the following three (3) courses and distances:

North 02 degrees 18 minutes 18 seconds West, a distance of 338.92 feet, to an interior corner of the herein described tract;

South 65 degrees 23 minutes 05 seconds West, a distance of 330.13 feet, to an interior corner of the herein described tract;

South 02 degrees 18 minutes 18 seconds West, a distance of 233.70 feet, to the aforesaid south line of the said James M. Milner, ET. UX. common with the north line of aforesaid Reserve A, marking an interior corner of the herein described tract;

THENCE, South 83 degrees 55 minutes 44 seconds West, along said common line, a distance of 95.21 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set in the east line of the herein described tract common with the west R.O.W. line of aforesaid Telge Road marking the southwest corner of the herein described tract, from which a 1/2"-inch iron rod (bent) bears South 83 degrees 56 minutes West, 0.60 feet;

THENCE, North 02 degrees 18 minutes 18 seconds West, along the said common line a distance of 526.30 feet, to the POINT OF BEGINNING and containing a computed area of 14.570 acre (634,659 square feet) of land.

hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:

042-181-000-0183, 042-181-000-0140, 042-181-000-0078, 042-181-000-0079, 042-181-000-0072

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - X Yes ___ No.

3. Attached is proof of ownership of the property by the undersigned - X Yes ___ No.

J.M. Milner
Full Legal Signature

JAMES MAXWELL MILNER
Name (print)

Company Name (if applicable)

21706 TELGE Rd.
Mailing Address (print)

TOMBALL, TX. 77377
City, State, Zip

281-351-4344
Phone Number

pmilner@aol.com
E-mail Address (print)

4-17-2016
Date

Patsy A. Milner
Full Legal Signature

PATSY A. MILNER
Name (print)

Company Name (if applicable)

21706 TELGE Rd.
Mailing Address (print)

TOMBALL, TX 77377
City, State, Zip

281-351-4344
Phone Number

pmilner@aol.com
E-mail Address (print)

4-17-2016
Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

Name: JOHN D. LINTON

Company Name: MORRIS AND ASSOCIATES

Mailing Address: 12715 TELGE RD, CYPRESS, TX 77429
City/State/Zip

Phone Number: 832-334-5004

E-mail Address: JOHN@MORRISASSOC.COM

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.
(Attach a list of additional property addresses, if necessary.)

- a. 15945 FM 2920, TOMBALL, TX
- b. 21706 TELGE RD, TOMBALL, TX
- c. 21718 TELGE RD, TOMBALL, TX
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____

3. Nature of Existing Property:

Property Location: SOUTHEAST CORNER OF FM2920 AND TELGE

Number of Acres: 14.570

Existing Zoning: NA

Is development in conformance with existing zoning districts?

Yes ___ No X Don't know

Current Assessed Valuation of Land: 807,210

Improvements: 215,818

Total: 1,023,028

_____ Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential (existing)**

☒ Check here if there are no residential structures on the property.

No. of Units _____

No. of Lots _____ or Acres _____

Single-Family ☒

Duplexes _____

Four-Plex _____

Patio Homes _____

Townhouses _____

Apartments _____

b.) **Office and Commercial (existing)**

☐ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

c.) **Institutional (existing)**

☐ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

d.) **Industrial (existing)**

☐ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

4. **Anticipated Development**

a.) **Platting Status** *(Please check the applicable box below)*

☐ A plat pertaining to this property has been submitted to the Community Development Department for review

☒ A plat pertaining to this property will be submitted to the Community Development Department in the near future

☐ A plat will not be submitted within the next 6 months

b.) **Zoning Status** - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

☐ If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

Will zoning changes be required and requested in the future to accommodate anticipated development?

☐ Yes If yes, please describe: _____ acres of _____
☒ No

c.) Residential (anticipated)

☒ Check here if no residential structures are anticipated on the proposed property.

No. of Units _____ **Value of Units** _____
No. of Lots or Acres _____ **Total Estimated Value** _____

Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____
Total _____

d.) Office and Commercial (anticipated)

☐ Check here if no office and/or commercial structures are anticipated on the proposed property.

Size (Sq. Ft.) 6,350
Unit Value (\$/Sq. Ft.) 380
Total Estimated Value 2.5MIL
Structure C-Store, car fuel canopy and truck fuel canopy
Exterior Site Improvements new C-store, 7 multi-product fuel dispenser and a separate diesel fueling area.
Total Site Coverage 14.570

e.) Institutional (anticipated)

☒ Check here if no institutional structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

f.) Industrial (anticipated)

☒ Check here if no industrial structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____
Estimated Number of Employees _____

g.) Staging of Anticipated Development (In %)

	Current							
	Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20	
Residential	_____	_____	_____	_____	_____	_____	_____	_____
Office / Commercial	_____	_____Y	_____	_____	_____	_____	_____	_____
Institutional	_____	_____	_____	_____	_____	_____	_____	_____
Industrial	_____	_____	_____	_____	_____	_____	_____	_____

PROPOSED ANNEXATION – 4.847 ACRES OF LAND (PORTIONS OF FM 2920 ROW AND TELGE ROAD ROW) - REVISED

Council approves annexation request by adopting Resolution, setting ~~6/6 (Monday, 6 p.m.)~~ and 6/20 (Monday, 6 p.m.); on 6/20, ratifies 7/5 (Monday, 6 p.m.) for public hearings. Send to paper on 5/17 to run on 5/23 (14 days' notice) and again on 6/6 (14 days' notice for 6/20) and 6/13 to run in paper on 6/20 (15 days' notice for 7/5 meeting) – one Special Council meeting required on **July 26 (5:30 p.m.), in order to meet Local Government Code deadlines.**

Publish Dates & Public Hearing Dates – Complete Annexation on 8/1/2016	Publish Date	First Public Hearing at REGULAR Meeting	Publish Date	Second Public Hearing at REGULAR Meeting	First Reading of Ordinance at SPECIAL Meeting	Second Reading of Ordinance at REGULAR Meeting
Council approves annexation on 5/16 and sets Public Hearings as 6/6 and 6/20; 7/5 added 1 st public hearing to 1 st reading is 35 36 days total; 63 69 days to complete annexation from approval of resolution	6/6/2016 5/23/2016 14 days' notice	REGULAR Mtg 6/20/2016 6/6/2016	RUN IN POTPOURRI 6/22/2016 6/6/2016 14 13 days' notice	Regular Mtg 7/5/2016 6/20/2016	SPECIAL, TUESDAY 5:00 p.m. 7/26/2016 7/11/2016	8/1/2016 7/18/2016
	To paper 5/17 to run on 5/23 and 6/6		Reminder to paper 5/30 to run 6/6			
(49 63 days total from ORIGINAL first publication notice to first reading)	(-49 days)	(36 days) to 1 st reading		21 days to 1 st reading of ordinance	(Day 0)	(+ 6 days)

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **13 & 14 days' notice for P.H.s**

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

NOTE: MUST have a minimum of **21 days** between the **second public hearing and the first reading of the ordinance**. – **21 days, 7/5 to 7/26**

MUST have NO MORE than **40 days** between the first public hearing and the first reading of the ordinance. — **36 days, 6/20 to 7/26**

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

Annexation must be completed within 90 days, beginning to end (LGC, Sec. 43.064) – from 5/16/16 request to second reading of ordinance – **69 days**

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

Resolutions No. 2016-09 and 2016-10 on the 5/16/2016 agenda for Council approval and set public hearings and special Council meeting date.

Council approves annexation request by adopting Resolution, setting ~~6/6 (Monday, 6 p.m.) and 6/20~~ (Monday, 6 p.m.); on 6/20, ratifies ~~7/5 (Monday, 6 p.m.)~~ for public hearings. Send to paper on ~~5/17 to run on 5/23 (14 days' notice)~~ and again on 6/6 (14 days' notice for 6/20) and 6/13 to run in paper on 6/20 (15 days' notice for 7/5 meeting) – one Special Council meeting required on **July 26 (5:30 p.m.), in order to meet Local Government Code deadlines.**

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Council approves annexation on 5/16 and sets Public Hearings as 6/6 and 6/20; 7/5 added 1 st public hearing to 1 st reading is 35 36 days total; 63 69 days to complete annexation from approval of resolution	6/6/2016 5/23/2016	REGULAR Mtg 6/20/2016 6/6/2016	RUN IN POTPOURRI 6/22/2016 6/6/2016	Regular Mtg 7/5/2016 6/20/2016	SPECIAL, TUESDAY 5:00 p.m. 7/26/2016 7/11/2016	8/1/2016 7/18/2016
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Resolutions No. 2016-09 and 2016-10 on the 5/16/2016 agenda for Council approval and set public hearings and special Council meeting date.

Regular City Council

Agenda Item

Meeting Date: July 5, 2016

Data Sheet

Topic:

Approve Request by The Empty Glass to Host the 3rd Annual Empty Glass Wine Festival, to be held on Saturday, October 1, 2016, 12p.m. to 6 p.m.

Background:

The Empty Glass would like to host the 3rd Annual Empty Glass Wine Festival on ***Saturday, October 1, 2016!*** This FREE event will last from 12pm to 6pm.

The Empty Glass Wine Festival will be located in downtown Tomball and provide a wine tasting with up to 10 participating wineries starting with:

Messina Hof Winery (Bryan, TX)

Los Pinos Vineyards (Pittsburg, TX)

Bernhardt (Plattersville, TX)

William & Chris Vineyards (Hye, TX)

Lost Draw (Fredericksburg, TX)

Kiepersol (Tyler, TX)

Llano Winery (Lubbock, TX)

Landon Winery (McKinney, TX)

Karbach Brewery and 11 below will also be on location.

Gold- 1 commemorative wine glass with 10 tickets and a swag bag for \$35

VIP- 1 commemorative wine glass with 10 tickets + access to our VIP area with upgraded wines and free food and a swag bag for \$75

Extra tasting tickets will be available for \$2/piece

*Packages and tickets will be sold under The Empty Glass tent set up on the street in front of The Empty Glass. Each ticket will get you a 1 ¼ pour of wine. 3 tickets will get you a Karbach or 11 below beer

Glasses and bottle sales will be sold inside and only inside The Empty Glass.

There will be 3 LIVE bands from 12pm-6pm.

Origination:

Marketing

Recommendation:

Approve

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

Denise Fiore

ACTION TAKEN

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

ATTACHMENTS:

3rd Annual Wine Fest



The Empty Glass would like to host the 3rd Annual Empty Glass Wine Festival on ***Saturday, October 1, 2016!*** This FREE event will last from 12pm to 6pm.

The Empty Glass Wine Festival will be located in downtown Tomball and provide a wine tasting with up to 10 participating wineries starting with:

Messina Hof Winery (Bryan, TX)

Los Pinos Vineyards (Pittsburg, TX)

Bernhardt (Plattersville, TX)

William & Chris Vineyards (Hye, TX)

Lost Draw (Fredericksburg, TX)

Kiepersol (Tyler, TX)

Llano Winery (Lubbock, TX)

Landon Winery (McKinney, TX)

Karbach Brewery and 11 below will also be on location.

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Extra tasting tickets will be available for \$2/piece

*Packages and tickets will be sold under The Empty Glass tent set up on the street in front of The Empty Glass. Each ticket will get you a 1 ¼ pour of wine. 3 tickets will get you a Karbach or 11 below beer

Glasses and bottle sales will be sold inside and only inside The Empty Glass.

There will be 3 LIVE bands from 12pm-6pm.

Thank you,

Michael & Dana Kelly
Owners
The Empty Glass



GO TEXAN.

Page 2 of 2

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Approve Request by Tomball Pregnancy Center for In-Kind Services from the City Police, Fire, Public Works and NWEMS Department, for the 3rd Annual New Life 5K & Kid's Walk, to be held on September 17, 2016

Background:

Tomball Pregnancy Center is asking for In-Kind services from the City Police, Fire, Public Works and NWEMS Department, for our 3rd Annual New Life 5K & Kid's Walk. The event is on September 17, 2016. It starts at 8 am and should be completed by 11am. The route is the same as the City of Tomball's Bunny Run, which starts and ends at the Depot.

We are expecting 300 runners/walkers to participate. This is one of our largest fundraisers for Tomball Pregnancy Center. Tomball Pregnancy Center is a Christian non-profit that serves men and women dealing with unplanned pregnancies by providing education and tangible support. The money from this Run will help pay for Staff, Administrative costs, pregnancy tests and curriculum for clients in need.

Origination:

Denise Fiore

Recommendation:

Approve

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

Denise Fiore Mike Baxter

ACTION TAKEN

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

TPC 5K Run

Run Expenses



April 25, 2016

To The City of Tomball:

Tomball Pregnancy Center is asking for In-Kind services from the City Police, Fire, Public Works and NWEMS Department, for our 3rd Annual New Life 5K & Kid's Walk. The event is on September 17, 2016. It starts at 8 am and should be completed by 11am. The route is the same as the City of Tomball's Bunny Run, which starts and ends at the Depot.

We are expecting 300 runners/walkers to participate. This is one of our largest fundraisers for Tomball Pregnancy Center. Tomball Pregnancy Center is a Christian non-profit that serves men and women dealing with unplanned pregnancies by providing education and tangible support. The money from this Run will help pay for Staff, Administrative costs, pregnancy tests and curriculum for clients in need.

Thank you for your consideration.

Blessings,

Sherena Holmes, LPC
Executive Director
Tomball Pregnancy Center
832-559-7817

990 village square suite q □ tomball texas 77375
(832) 559-7817 □ www.tomballpregnancy.com

Additional information concerning 5K Fun Runs

The cost for City resources is approximately \$2524.

This is the breakdown:

Public Works \$351

Fire Depart. \$300

Police Depart. \$1873

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Approve Amendment to Tri-Party Memorandum of Understanding (MOU) between the City of Tomball, Lone Star College-Tomball, and Tomball Independent School District regarding Coordinated Usage of the City's Low-Power FM Radio Station to Include Concordia Lutheran High School

Background:

The previously approved and executed Tri-Party ILA between the City, TISD and Lone Star College has been amended to include Concordia Lutheran High School

Origination:

Fire Department

Recommendation:

Staff recommends approval

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

Randy Parr

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

ATTACHMENTS:

Revised Agreement

INTERLOCAL AGREEMENT FOR THE OPERATION OF A LOW POWER FM RADIO STATION

This **INTERLOCAL AGREEMENT FOR THE OPERATION OF A LOW POWER FM RADIO STATION** (herein “**Agreement**”) is entered into effective this the ____ day of _____, 2016 by and between the **City of Tomball (“Tomball”)**, **Tomball Independent School District (“TISD”)**, **Concordia Lutheran High School (“Concordia”)** and the **Lone Star College – Tomball (“LSC-T”)** for the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, Tomball, TISD, Concordia and LSC-T agree to the following:

I.

PARTIES

Tomball is a home-rule municipality organized and operating under the laws and Constitution of the State of Texas. Tomball Independent School District is an independent school district organized and operating under the law of the State of Texas. Concordia Lutheran High School is a private high school operating in Tomball, Texas. Lone Star College – Tomball is part of a community college organized and operating under the laws of the State of Texas.

The purpose of this agreement is to facilitate the operation and use of a Low Power FM Radio (“LPFM”) Station licensed to the City of Tomball.

II.

PROPERTY

Tomball has applied for, paid appropriate fees and received a license from the Federal Communications Commission to operate a Low Power FM Radio Station. This license, Number BLL-20151127ADI, grants Tomball the use of frequency 95.3 for an unlimited number of hours on a daily basis. This license shall remain the property of Tomball.

Tomball has acquired certain equipment (Appendix A) necessary to broadcast on the acquired frequency. This equipment shall remain the property of Tomball. Any equipment acquired by any party to this Agreement shall remain the property of the respective party.

Tomball has created a space for a studio in the administrative side of Fire Station 1, 1200 Rudel, Tomball, TX 77375. While the station is a secure facility with electronic key access only, provision will be made for access by those wishing to work on content files, music files, emergency management activities, programing or other activities requiring access to the equipment contained in the studio.

The tower site is owned by Jim Davis and the use of the site will be provided for under a separate lease arrangement. Any equipment placed at the tower site will remain the property of the party placing the equipment.

III.

MUSIC LICENSES

Tomball has paid fees to BMI and ASCAP to secure non-exclusive licenses to present copyrighted music contained in the repertoire of the respective entities. These licenses will be paid annually and will be the responsibility of Tomball.

IV.

GOVERNANCE

The operation of the LPFM will be managed through a Governance Board comprised of representatives from the stakeholders listed below:

City of Tomball
Marketing Department
Emergency Management Department
Lone Star College
Tomball Independent School District
Tomball High School
Tomball Memorial High School
Concordia Lutheran High School
Jim Davis, Consultant
Tom Conley, Consultant

Tomball, LSC, Concordia and TISD may appoint or assign their representatives at their discretion.

V.

OPERATIONS

The LPFM will be operating in compliance with rules and regulations established by the Federal Communications Commission and the respective parties to this Agreement. Certain key operating positions have been identified in order to facilitate the operation of the LPFM. Responsibilities of these positions are identified below. All positions are contemplated to be filled with persons from the respective Parties and the consultants.

Station Manager (SM) - The station manager who is responsible for day-to-day operations. The Station Manager enforces the owner's standards while making sure the needs of all employees are being met. The Station Manager maintains the budget, hires and fires, trains personnel and reviews employee performance. This position also ensures that operations comply with Federal Communications Commission regulations.

Operations Manager (OM) - The operations manager is second in command and focuses on coordinating, scheduling and promoting on-air programming. He works closely with disc jockeys, anchors and hosts to make sure they represent the station's branding correctly. When new programming options must be found the operations manager is usually in charge of doing the detective work. He answers to the station manager.

Program Director (PD) - Program directors create and plan the daily broadcast schedule. This means locating and providing the news, music, or entertainment that should be covered while monitoring on-air activity to ensure content is disseminated properly. There is usually a program director for each individual broadcast. Program directors generally work with the same staff every day and report to the operations manager.

Chief Engineer (CE) - The chief engineer manages a team that handles all technical matters. In addition to supervising, he must regularly inspect equipment, maintain and repair it when necessary, purchase new equipment when merited and abide by FCC regulations. The engineering staff is often directly involved with broadcasts by editing tracks, managing sound effects and monitoring the station's signal for strength, quality and overall clarity. The chief engineer reports to the operations manager.

Emergency Information Director (EID) – This position is responsible for preparing and injecting emergency incident information concerning events and incidents affecting the local community including emergency incidents, traffic accidents, weather related incidents and community events affecting traffic.

Planning Director (PD) – This position will be responsible for developing the relationships between the stakeholders to maximize the use and value of the LPFM. Such activities may include sports programming, educational programming, curriculum associated with formal educational opportunities in the field.

Operating costs associated with the station will be paid by Tomball, with the exception of certain costs regarding special programs and special events benefitting one party; such costs will be the responsibility of the benefitting party. Extra or special equipment to provide special event programming shall be paid by one or more of the parties. The LPFM is utilizing a tower owned and operated by a consultant. Use and cost of the tower will be provided for under a separate lease arrangement with the consultant and

those costs will be paid by Tomball. Software licenses, annual updates and upgrades and equipment maintenance will be paid by Tomball. Costs to be incurred by the Station Engineer will be approved prior to the expenditure being authorized and paid by Tomball, subject to any other arrangement being made between the Parties.

VI.

PROGRAMMING

The LPFM will provide various programming through the operation of the station. The typical daily programming will be music, time and temperature information news and weather reports. Information regarding issues of public safety will be provided when necessary to minimize an impact to residents of the area and the traveling public.

Programming will include special events and forums provided through TISD, Concordia and LSC-T. These special events may include, among others, sporting events, interview panels, open forums and debates. Programming may also include live broadcasts from festivals and other Tomball sponsored events being held in the Tomball community.

Special programming content will be reviewed and approved by the parties prior to being broadcast.

VII.

SPECIAL PROJECTS

A goal of the Parties to this Agreement is to develop an interest in radio broadcasting by high school and college students. The operation of the LPFM is anticipated to provide opportunities for these students through local high school club participation and through the development of an Associates level curriculum at the LSC-T.

VIII.

TERM OF AGREEMENT

This Agreement shall have an initial term of five (5) years from the date of the execution of the Agreement. Thereafter, the Agreement shall have successive five year renewal periods. TISD, Concordia and LSC-T may terminate their participation in the project at any time by providing 30 days written notice to the City of Tomball at 401 Market Street, Tomball, TX 77375.

This Interlocal Agreement is approved and executed by the Parties this _____ of _____, 2016.

City of Tomball

By: _____

Title: _____

Tomball Independent School District

By: _____

Title: _____

Concordia Lutheran High School

By: _____

Title: _____

Lone Star College - Tomball

By: _____

Title: _____

APPENDIX A EQUIPMENT

City of Tomball

Mfg	Model	Quantity	Description
Arrakis	ARC-8-Blue	1	8 Channel Broadcast Console with Bluetooth & USB
Barix	Exstreamer 100	1	Remote exstreamer system (transmitter site)
Barix	Instreamer 100	1	Encoder box (studio)
Broadcast	Dynamic	2	Microphone and boom
Nautel	VS-300	1	FM Transmitter w/ Orban
Nautel	Torrid	1	Transformer kit
Digital Alert	DASDEC-II LC	1	Emergency Alert system
Nicom	DKG77	1	Antenna
Stellar Labs	555-1950	1	Dual CD player/DJ Console
Tascam	DR-05	1	Linear PCM portable recorder

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Approve Resolution No. 2016-14, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Future Leaders and Graduates (FLAG) Project for the 2016-2017 Fiscal Year, and Designating the Assistant City Manager as the City's Authorized Official

Background:

Future Leaders and Graduates (FLAG)

Tomball Police Department School Resource Officers have noticed a significant increase in disciplinary incidents in the Tomball ISD over the past few years. These incidents have involved illegal narcotics, alcohol abuse, fighting, and physical aggression, disruption of class, defiance and delinquency. TPD officers have also observed that there are identifiable at-risk students who have committed a few of these infractions that continue to have a desire to become a successful student. Unfortunately, peer pressure from delinquent students, the lack of an appropriate role model to follow and the failure to be accepted by non-delinquent students leave them no choice but to join in with delinquent student behavior.

TPD has applied for a Juvenile Justice grant through the Houston Galveston Area Council (HGAC). The purpose of the grant is to assist at-risk juveniles build the emotional and intellectual foundation to become successful adults. This will be accomplished through mentoring, peer accountability and coaching. TPD will provide weekly mentoring and coaching meetings, outings and sports activities. TISD will provide tutoring services to the students selected.

The amount of the grant is \$47,732.00. This is a no-match, three-year grant. After that time, other avenues for funding will need to be located. There were 28 requests for Juvenile Justice Grants for various programs. Only 8 have been moved forward in the process for possible funding by HGAC. Tomball PD was selected to be one of those 8 and all have now been forwarded to the Office of the Governor for final approval. This resolution is required by the Office of the Governor prior to final approval of the grant.

This item is in conjunction with the 2016-2021 Strategic Plan--programming partnerships with TISD.

Origination:

Billy Tidwell, Chief of Police

Recommendation:

Approve Resolution No. 2016-14

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

Billy Tidwell, Chief of Police

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

ATTACHMENTS:

Resolution No. 2016-14

RESOLUTION NO. 2016-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, SUPPORTING THE FUTURE LEADERS AND
GRADUATES (FLAG) PROJECT FOR THE 2016-2017 FISCAL YEAR,
AND DESIGNATING THE ASSISTANT CITY MANAGER AS THE
CITY'S AUTHORIZED OFFICIAL**

* * * * *

WHEREAS, the City Council of the City of Tomball finds it in the best interest of the citizens of the City of Tomball that the Future Leaders and Graduates (FLAG) Project be operated for the 2016-2017 Fiscal Year; and

WHEREAS, the City Council of the City of Tomball agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Tomball assures that the funds will be returned to the State grant administrator, the Office of the Governor, in full.

WHEREAS, the City Council of the City of Tomball designates Robert Hauck, Assistant City Manager of Tomball as the grantee's authorized official. The authorized official is given the power to apply, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Tomball approves submission of the grant application for the Future Leaders and Graduates (FLAG) to the Office of the Governor.

Passed, Approved and Resolved on the 5th day of July 2016.

Grant Number: 3127501

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Award Contract for Replacement of City Copiers to Marimon Business Systems, Inc.

Background:

We currently have one copier with Xerox. That lease has expired and is being paid for month to month. We have five (5) other copiers with Stargel that will be up on their leases at the end of the calendar year. Out of those five (5), three (3) of them we have had for almost seven (7) years and are requiring frequent maintenance to keep them running efficiently. The repair is covered by contract, but it the administrative time troubleshooting, coordinating, and down time that is problematic.

After researching and reviewing copier brands, we invited three (3) companies to propose a solution. Two of these companies (Marimon/Cannon and 3I/Xerox) offered to buy out our existing lease on five (5) copiers, allowing us to receive six (6) new copiers immediately and we will end up with 1 co-terminus lease for all of our copiers. Skelton/Sharp would not buy out the existing lease. The new copiers will provide relief for some of our support issues on the aging units and also reduce the cost of the monthly lease and per page amounts.

The following table is a comparison of the high volume copiers. Low volume (small) copiers were not included because they were comparable in cost.

	Marimon/Cannon	Skelton/Sharp	3I/Xerox
48 Mo. Lease Term	\$48,000	\$36,000	Offered a 60 month lease with comparable pricing
Page Costs	\$30,499	\$43,008	
Contract Buyout	(-\$7,000)	No	Yes
7 months contract savings (lowered cost)	(-\$2,450)		
	\$69,049	\$79,008	60 month lease did not meet our business needs at the same price

The Marimon/Cannon company is determined to be the most cost efficient expenditure and we would recommend approval of a new contract with them.

Origination:

Doug Tippey, IT Manager

Recommendation:

Approve Marimon as our copier vendor.

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

Doug Tippey - IT Manager

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

ATTACHMENTS:

Marimon Maintenance Agreement
Marimon Lease
Lease Addendum
DIR Acknowledgement

MBS Sales Rep: _____

Order No:



marimon

Essential for Business

Platinum Maintenance Agreement

Client Name: _____ Contact Person: _____
Telephone Number: _____ Fax Number: _____ Email Address: _____
Billing Address: _____ Houston TX _____
Street Address/PO Box City State Zipcode

Location of Equipment: _____

Ship To: _____
Street Address/PO Box City State Zipcode

- ☒ Houston
☐ Dallas
☐ Fort Worth

Manufacturer	Model Number	M/A OMD Code
Canon		

Serial #	Base Rate	Black & White Prints Include	Rate for B&W Overage	Color Prints Included	Rate for Color Prints	Scans when Applicable

Special Conditions: All Digital Network PMA's must be accompanied by a complete Platinum Connectivity agreement.

☒ Marimon provided Surge Protector

Terms of Agreement: _____

Commencement Date: _____ Commencement Meter Reading: _____

Security Deposit Amount: _____ ID Tag Number: _____

1st of Month Cycle Bill ☒ 15th of the Month Cycle Bill ☐ Installation Date: _____

Customer Acceptance

Customer Signature _____ Printed Name/Title _____ Date _____

Marimon Business Systems Acceptance

Accepted by Marimon Maintenance Department _____ Date _____

Corporate Office

7300 North Gessner, Houston, TX 77040
Phone 713-856-2000 Fax: 713-856-2006
Email: maintenance@marimoninc.com

*** Subject to the terms and conditions on the reverse side of this certificate ***

* See explanation in Paragraph 11 on reverse side.

COPY.....SALES ORDER PACK.....MAINTENANCE FILE



Platinum Maintenance Agreement

This Maintenance Agreement ("Agreement") shall become effective upon its acceptance by Marimon Business Systems, Inc. ("MBS") on the date shown on the face hereof.

1. The Agreement base charges are payable in advance on the first day of the coverage period. MBS has no obligation to provide any of the services described herein unless the customer is current in all payments to be made to MBS under this Agreement and the equipment lease, if any, relating to the equipment to be serviced.

2. During the term of the Agreement, MBS will provide labor services. Labor performed during a service call excluding: operator error calls. Repair and/or Replacement Parts – parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, cassettes, doors, operation panels, key counters, coin counters & covers, paper and staples. Toner provided for the agreed copy amount will be based on the manufacturing yields. Additional toner will be charged to the customer at MBS's then published pricing. Customer agrees to pay all toner freight charges.

3. All services will be performed during normal business hours. If service is performed at other times at the customer's request, the customer will be charged MBS's then effective billing rate for service. Fax boards, print controllers and scanner boards have a one year warranty.

4. This Agreement shall not apply to service or repairs failure, fire, water or other casualty, or to repairs made necessary as a result of moving the equipment or service by personnel other than MBS personnel or repeated use of supplies other than those meeting published specifications for the equipment. Separate charges for repair or replacement due to the foregoing shall be paid by the customer at MBS's then effective billing rate for parts and labor.

5. When in MBS's opinion, shop reconditioning or work beyond the scope of this Agreement is required; MBS will submit a cost estimate for such work. If the customer authorizes such work, the customer will be billed for that work.

6. This Agreement covers only the equipment listed on the face hereof and does not cover any accessories not listed, it also only covers the equipment while located at the specified location. If the equipment is moved to another allocation, MBS may terminate this Agreement.

7. Upon expiration of the initial term of this Agreement, this Agreement will automatically renew for successive one (1) Month terms unless the Customer provides written notice of non-renewal at least sixty (60) days before the end of the term. Upon renewal, the base and overage rate may be increased not to exceed 10% the first renewal year. This Agreement may not be otherwise canceled.

8. This Agreement may not be assigned by the customer.

9. If any part of a payment is not paid when due the customer agrees to pay a late charge of 1.5% per month on the unpaid balance. The customer also agrees to pay \$25.00 for each check returned for insufficient funds and \$5.00 processing fee for billings other than those paid annually.

10. The Customer shall bear all risk of loss to the equipment or loss arising out of its use, MBS shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall MBS be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly.

11. The Base rate is the monthly fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate times the Agreement term. The customer may not cancel this Agreement. In the event of default by customer, MBS may accelerate the payments due under the terms of this Agreement and/or exercise any other rights granted by law.

12. This Agreement shall be governed by Texas law. If this Agreement is placed in the hands of an attorney for collection, customer shall be liable for all attorney's fees and costs of collection. Venue shall be in Harris County, Texas.

13. This Maintenance Agreement covers maintenance of MBS equipment only. If the customer call MBS for correction of a problem related to the customer's computer network the customer will be charged MBS's then effective billing rate for that call. Refer to Platinum Connectivity agreement.

14. This Agreement constitutes the whole agreement between MBS and the customer and may be amended only in writing signed by MBS and the customer.

15. This Agreement does not include toner, developer and consumables for color laser printers or toner and drums for fax equipment, unless specified in Special Condition box on front of agreement.

16. Transition Billing: You agree to pay to us an interim payment from and including the commencement date through, but not including the payment due date of the month next following the Commencement date (the "Interim Payment Period") at the rate equal to 1/30th of the minimum monthly payment set forth herein for each calendar day during the Interim Payment Period.

Customer initials _____ Date _____ //



EQUIPMENT RENTAL AGREEMENT

Agreement # _____

OWNER: **MBM FINANCIAL CORPORATION**

7300 N. Gessner

(Street Address)

Houston

(City)

TX

(State)

77040

(Zip Code)

Harris

(County)

CUSTOMER: _____

(Full Legal Name)

(Street Address)

(City)

(State)

(Zip Code)

(County)

Quantity

Equipment Model & Description

Serial Number

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ See attached schedule for additional equipment

TRANSACTION TERMS

Date of Commencement: _____

☐ ADVANCE RENT \$ _____

RENT \$ _____ (plus applicable taxes) RENTAL TERM _____

(plus applicable taxes)

PAYABLE (check one) ☐ Monthly ☐ Other (_____)

☐ SECURITY DEPOSIT \$ _____

Equipment Location (if different from Customer address above): _____

Customer Contact/Telephone: _____

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Customer named above. The words "we", "us", and "our" refer to the Owner named above.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES, WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT, MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL COURTS IN TEXAS AND STATE COURTS IN HARRIS COUNTY, TEXAS.

ACCEPTED BY:

PROPOSED BY:

OWNER: **MBM FINANCIAL CORPORATION**

CUSTOMER: _____

(Legal Name)

BY: _____

(Signature of Authorized Signer)

BY: ☒ _____

(Signature of Authorized Signer)

TITLE: Anthony R. Marimon, President

(Printed Name and Title)

(Printed Name and Title)

DATE: _____

DATE: _____ FED TAX ID# _____

UNCONDITIONAL GUARANTY

In consideration of Owner entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Owner, its successors and assigns, the prompt payment and performance of all obligations under the Agreement. We agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against us without disposing of any security or seeking to collect from Customer, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of the Agreement without notices to us and we will be bound by such changes, and (d) we will pay all of Owner's costs of enforcement and collection. This guaranty survives the bankruptcy of Customer and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Customer in the event we must pay Owner. **THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE AGREEMENT. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.**

PERSONAL:

PERSONAL:

_____, Individually

_____, Individually

Address: _____

Address: _____

Social Security Number: _____

Social Security Number: _____

Witness: _____

Witness: _____

1. **RENTAL.** Subject to the terms of this Agreement, you agree to rent from us the Equipment described above when we accept this Agreement at our office in Texas. **ONCE WE ACCEPT THIS AGREEMENT, YOU MAY NOT CANCEL IT DURING THE FULL RENTAL TERM.** You agree to be bound by all the terms of this Agreement.

2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Agreement you assign your rights, but none of your obligations under it to us.

3. **RENT.** You agree to pay us Rent (plus applicable taxes) when each payment is due. If your Rent payments are due in Advance, your first Rent payment is due on the date you accept the Equipment. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You will pay us any required Advance Rent or Security Deposit when you sign this Agreement. Security Deposits or Advance Rents may be commingled and do not earn interest. Provided you are not in default, we may apply your Security Deposit to the last Rent payment, or we may refund the Security Deposit to you when the Rental Term expires and the Equipment is returned in accordance with Section 16. If we collect more than one payment as Advance Rent, we may apply such Advance Rent to the last Rent payment. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of this Agreement. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**

4. **UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS AGREEMENT FOR THE FULL RENTAL TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER.

5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING PROVIDED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware of the name of the Equipment manufacturer and you will contact the manufacturer for a description of your warranty rights. Provided you are not in default under this Agreement, you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE.** The Equipment is and shall remain our sole property. You have no right to purchase the Equipment at the end of the Rental Term unless we otherwise agree in writing.

7. **USE, MAINTENANCE AND REPAIR.** You will not remove the Equipment from the Equipment Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

8. **TAXES.** You agree that you will pay us, when invoiced, all taxes, (including any sales, use and personal property taxes), fines, interest and penalties relating to the Agreement and the Equipment (excluding taxes based on our net income). You agree (a) to either (1) reimburse us annually for all personal property taxes which we may be required to pay as the owner of the Equipment, or (2) to remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed, (b) to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, we may increase the Rent and other amounts due under this Agreement to offset any such adverse effect.

9. **INDEMNITY.** We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, rental, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Agreement has expired for acts or omissions, which occurred during the Rental Term.

10. **IDENTIFICATION.** You authorize us to insert or correct missing information on this Agreement, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

11. **LOSS OR DAMAGE.** You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment, if you have satisfied your obligations under this Section 11, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 14 of this Agreement.

12. **INSURANCE.** You agree to (a) keep the Equipment fully insured against loss, naming us a loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell, naming us as additional insured, until you have met all of your obligations under this Agreement. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense. You will pay all insurance premiums and related charges.

13. **DEFAULT.** You will be in default under this Agreement if any of the following happens: (a) we do not receive any Rent or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Agreement shall prove to have been false or misleading in any material respect, or (f) you or any of your guarantors break any promise made in this Agreement or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other agreement between you and us (or our affiliates).

14. **REMEDIES.** Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Agreement, plus (ii) all Rent payments remaining through the end of the Rental Term, discounted at the higher of 6% or the lowest rate allowed by law (collectively, the "Net Book Value"). We have the right to require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree that we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value by the amounts we receive. You will immediately pay us the remaining Net Book Value. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.

15. **YOUR OPTION AT END OF TERM.** At the end of the initial term or any renewal term you may return the equipment to us or upgrade the equipment by notifying us at least ninety (90) days but no more than one hundred eighty (180) days of your intention. If you choose to return the equipment, you will deliver the equipment, at your cost, to a location designated by us. If you do not timely notify us of your intent, then this Rental Agreement shall automatically renew for successive 12 month terms on the same terms and conditions provided herein.

16. **RETURN OF EQUIPMENT.** If (a) a default occurs, or (b) at the end of the Rental Term, you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the Equipment is received and accepted by us.

17. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement (a) you have the lawful power and authority to enter into this Agreement, (b) the individuals signing this Agreement and the Schedule have been duly authorized to do so on your behalf (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

18. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Agreement.

19. **ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment. We may, without notifying you, sell, assign, or transfer this Agreement and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. However, any such assignment, sale, or transfer of this Agreement or the Equipment will not relieve us of any obligations we may have to you under this Agreement. If you are given notice of a new owner of this Agreement, you agree to respond to any requests about this Agreement and, if directed by us, to pay the new owner all Rent and other amounts due under this Agreement.

20. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Agreement, and our expenses will be in addition to the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of this Agreement, you agree to pay a fee for such privilege.

21. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. **THIS AGREEMENT IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of \$49.50 to cover our documentation and investigation costs.

22. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement, or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

23. **WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL.** To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial code including but not limited to your rights to: (a) cancel or repudiate this Agreement; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damage, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver the Equipment.

Addendum

City of Tomball

MBM Financial Interests, LP

- **Indemnification-** Each party (the "Indemnifying Party") to the maximum extent of the law, hereby releases and agrees to indemnify, defend and hold harmless the other Party and its affiliates and their respective officers, managers, employees, agents, consultants, contractors, representatives, successors and assigns (the "Indemnified Party") from and against any and all suits, claims, demands, damages, liabilities, interest, attorney fees and related costs and expenses arising out of any act or omission of an Indemnifying Party in connection with compliance with the terms of this Agreement. This indemnification is limited to events for which the Indemnified Party bears no liability for negligence or willful misconduct and does not apply to incidental or consequential damages of any kind whatsoever. In addition, due to the nature of the business, Client agrees that Marimon shall have no duty to Client apart from fulfillment of the terms of this Agreement. Marimon has no liability for damages arising out of the malfunction of any hardware or software or from any service provided by Marimon, its employees or designees. Client agrees that Marimon does not warrant uninterrupted service and shall not be held liable for the same.
- **WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL.** To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial code including but not limited to your rights to: (a) cancel or repudiate this Agreement (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the Extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damage, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN TWO (2) YEARS AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver the Equipment.

Marimon Business Systems, Inc

City of Tomball

Signature: _____

Signature: _____

Name: Anthony R. Marimon

Name: _____

Date: _____

Date: _____



Contract Acknowledgement in lieu of Purchase Order

I, _____, as an authorized agent of _____ am making
(Purchasing Agent Name) (Agency Name)
the attached ***purchase / lease / rental*** as specified in agreement _____ under the
(circle procurement type) (Purchase Agreement Number)
terms and conditions of State/Association Contract Number _____.
(State/Association Contract Number)

Signature

Title

Date

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 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. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

Background:**Origination:**

City Manager

Recommendation:

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 5, 2016

Topic:

Approve Purchase from Jeff Stallones, Stallones AEG LLC, of Lots 11, 12, 13, 14, 15, 16, 17, and 18, Block 5, Located at 114 Fannin, together with House Situated on Lots, and Authorize the City Manager to Execute Appropriate Deed Document and Non-Cash Donation Form

Background:**Origination:**

George Shackelford, City Manager

Recommendation:

Approval of Purchase

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

George Shackelford, City Manager

ACTION TAKEN

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

General Warranty Deed - Stallones

GENERAL WARRANTY DEED

Date: July ____, 2016

Grantor (including address): Stallones AEG, LLC
3808 World Houston Parkway, Suite B
Houston, Texas 77032

Grantee (including address): City of Tomball, Texas
401 W. Market Street
Tomball, Texas 77375

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

Property: Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), in Block Five (5) of REVISED MAP OF TOMBALL, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 4, Page 25 of the Map Records of Harris County, Texas, located at 114 Fannin, Tomball, Texas.

Reservations From and Exceptions to Conveyance: None.

Exceptions to Conveyance and Warranty: None.

Grantor, for the Consideration and subject to the Exceptions to Conveyance, conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Executed this _____ day of July, 2016.

GRANTOR:
Stallones AEG, LLC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared, _____, _____ of Stallones AEG, LLC., 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2016.

Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

AFTER FILING, PLEASE RETURN TO:

City of Tomball
401 Market Street
Tomball, Texas 77375