

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



MONDAY, MAY 2, 2016

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, May 2, 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 Dustin Reitzel, Woodlands Church, Tomball Campus

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

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

5.0 Presentations:

- Proclamation for "**Economic Development Week**" - May 8-14, 2016

6.0 Reports and Announcements

- May 5, 2016 – **National Day of Prayer**
- May 14, 2016 – **Ribbon Cutting and Open House at Fire Station 5**, 19900 Telge Road
- May 14, 2016 – **2nd Saturday at the Depot**
- May 28, 2016 – **Tomball Chili Challenge 2016** at the Depot
- June 4, 2016 – ***Tomball Honky Tonk Music Festival*** at the Depot
- 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
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Randy Parr – **Shattered Lives** Event – Tomball High School
 - David Esquivel – Report on **Annual Spring Clean-Up and Chipping Week** and **Tomball Consolidated Recycling Day** Events
 - Glenn Windsor – Quarterly investment report for period ending March 31, 2016. The Public Funds Investment Act requires that a report of the City's investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values, yield information, and weighted average maturities. On March 31, 2016, the City had total cash equivalents and investments totaling \$51,513,436. A copy of the report is attached for review.

7.0 Approve the Minutes of the April 25, 2016 Regular City Council Meeting

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2016-05, 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 13.1 Acres of Land, Legally Described as 5.001 Acres H.C.C.F. No. X733739 Portion of Lots 487, 488, & 489 and 8.1479 Acres H.C.C.F. No. U200671 Portion of Lots 487, 488 & 489 Tomball Townsite Volume 2, Page 65 M.R.H.C., within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; Said Property Being Generally Located on the East Side of Hufsmith-Kohrville, South of The Estates at Willow Creek Subdivision; 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

9.0 New Business:

- 9.1 Award Contract for City of Tomball Project No. 2016-01, 2016 W. Main Sidewalk Annual Maintenance & Repair Project, to Core Stone Construction

Services for the Base Bid Amount of \$48,830.00

- 9.2 Award Contract for City of Tomball Project No. 2016-13, Market Street and Walnut Street Sidewalk and Paving, to Site Work Contractors, LLC in the amount of \$111,535.00
 - 9.3 Award Contract for Project No. 2016-17 for the Purchase of Two (2) Work Trucks, in the Amount of \$54,670.00 to Caldwell Country
 - 9.4 Approve Resolution No. 2016-08, a Resolution of the City Council of the City of Tomball, Texas, Sponsoring the July 4th Celebration, to be held in Tomball on Monday, July 4, 2016, Closing State Highway Business 249 from Hicks Street to the North Entrance to the Kroger Parking Lot from 3:00 PM until 11:00 PM, and Authorizing the City Manager to issue a Letter to TxDOT Requesting the Closure of the Designated Portion of State Highway Business 249
 - 9.5 Authorize the City Manager to Request that Harris County Commissioners Court Enter into an Interlocal Agreement with the City of Tomball for Harris County to Provide Contingency Debris Removal Services to the City of Tomball in the Event of a Disaster Incident
 - 9.6 Discussion regarding Chapter 42, Health and Sanitation, Regarding Regulation of Donation Containers
- 10.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 28th day of April 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: May 2, 2016

Topic:

- Led by Pastor Dustin Reitzel, Woodlands Church, Tomball Campus

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: May 2, 2016

Topic:

- Led by Members of the Tomball High School Student Council

Background:

Origination:

Recommendation:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 2, 2016

Topic:

- Proclamation for "**Economic Development Week**" - May 8-14, 2016

Background:

Origination:

Tomball Economic Development Corporation

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

- Proclamation for Economic Development Week - May 8-14, 2016

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** the **International Economic Development Council** is the largest professional economic development organization dedicated to serving economic developers and is celebrating its 90th anniversary in 2016; and
- WHEREAS,** the **International Economic Development Council** provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and
- WHEREAS,** economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base and stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and
- WHEREAS,** economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and
- WHEREAS,** economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and
- WHEREAS,** the City of Tomball wishes to commend the **International Economic Development Council** and its officers, staff and members on its 90th anniversary, recognizing 2016 as “**The Year of the Economic Developer**”, and to recognize the **Tomball Economic Development Corporation** for its accomplishments and contributions to the City of Tomball and as a member of the **International Economic Development Council**;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, on behalf of the Tomball City Council, do hereby proclaim the week of **May 8-14, 2016**, as:

“ECONOMIC DEVELOPMENT WEEK – 2016”



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

ATTEST:

DATE:

[Signature]
Doni Spun
March 30, 2016

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 2, 2016

Topic:

- May 5, 2016 – **National Day of Prayer**
- May 14, 2016 – **Ribbon Cutting and Open House at Fire Station 5**, 19900 Telge Road
- May 14, 2016 – **2nd Saturday at the Depot**
- May 28, 2016 – **Tomball Chili Challenge 2016** at the Depot
- June 4, 2016 – ***Tomball Honky Tonk Music Festival*** at the Depot
- 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
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Randy Parr – **Shattered Lives** Event – Tomball High School
 - David Esquivel – Report on **Annual Spring Clean-Up and Chipping Week** and **Tomball Consolidated Recycling Day** Events
 - Glenn Windsor – Quarterly investment report for period ending March 31, 2016. The Public Funds Investment Act requires that a report of the City's investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values, yield information, and weighted average maturities. On March 31, 2016, the City had total cash equivalents and investments totaling \$51,513,436. A copy of the report is attached for review.

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

May 5, 2016 – National Day of Prayer

Ribbon Cutting and Open House at Fire Station 5

Chili Challenge 2016
July 4th Celebration and Street Festival
Quarterly investment report for period ending March 31, 2016

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** since our Nation's founding, Americans have turned to God for guidance, courage and knowledge through prayer; and
- WHEREAS,** citizens serving at the highest levels of our community have turned to prayer, seeking wisdom and protection from our Almighty Father; and
- WHEREAS,** National Days of Prayer are a venerable American tradition, the first such day having been proclaimed by the Continental Congress in 1775; and
- WHEREAS,** Congress has established the first Thursday in May as a National Day of Prayer; and
- WHEREAS,** it is eminently fitting and proper that the citizens of Tomball observe a day when all in our community may acknowledge our many blessings and express our gratitude to God for them while recognizing the need for strengthening religious and moral values in our land; and
- WHEREAS,** this will be the 65th consecutive National Day of Prayer observance, the theme of which is **"Wake Up America"**, based on Isaiah 58:1a – *"Shout it aloud, do not hold back. Raise your voice like a trumpet."*

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim Thursday, May 5, 2016, as:

"2016 TOMBALL NATIONAL DAY OF PRAYER"



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

ATTEST:

DATE:

[Signature]
Doni Spun
April 26, 2016



The Commissioners of Harris County
Emergency Services District #15 and
the Members of the Tomball Fire
Department invite you to join us for
a ribbon cutting and Open House at

**Harris County
ESD #15**

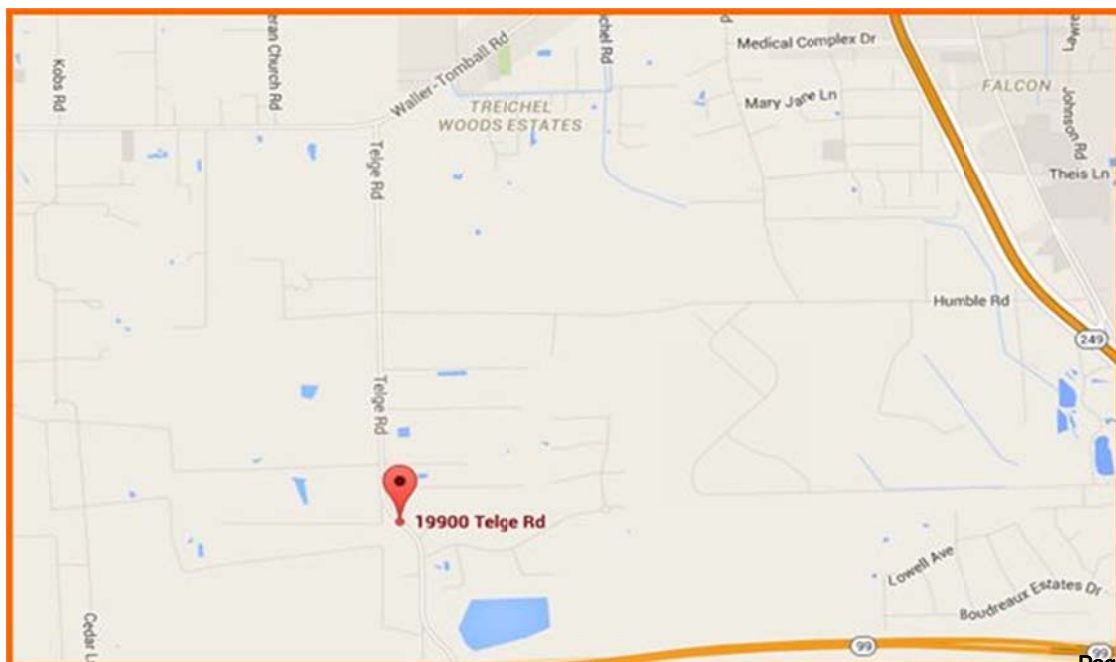
STATION 5

19900 TELGE ROAD

Saturday, May 14, 10:00 a.m. to 2:00 p.m.

refreshments will be served

RSVP by May 11 to Shera at 281-290-1060



CHILI CHALLENGE 2016

TOMBALL ★ TEXAS

MAY 28TH

PRESENTED BY



*C. A.S.I. SANCTIONED
COOK TEAMS

*BUSINESS CATEGORY

*KID COOKERS

*TROPHIES AWARDED IN
ALL CATEGORIES

*MARGARITA
POUR-OFF

THE POSSE BAND
ON-STAGE

STARTING AT NOON

FOOD & DRINKS

VENDORS

KIDS ZONE

CALL 281-351-5484

OR VISIT

TOMBALLTX.GOV



AT TOMBALL'S HISTORIC DOWNTOWN DEPOT – 221 S. ELM

JULY FOURTH

CELEBRATION & STREET FESTIVAL

TOMBALL, TEXAS

PRESENTED BY ALLIED SIDING & WINDOWS

GIANT FIREWORKS SPECTACULAR

LIVE MUSIC ON THE **K-STAR 99.7FM STAGE**

THE KROGER KIDS ZONE * FOOD AND BEVERAGES

FREE ADMISSION & PARKING * VISIT TOMBALLTX.GOV

BUSINESS 249 AT FM 2920 * GATES OPEN AT 5:00 PM

CALL 281-351-5484 OR VISIT TOMBALLTX.GOV FOR INFO

CITY OF TOMBALL PORTFOLIO DIVERSIFICATION March 31, 2016

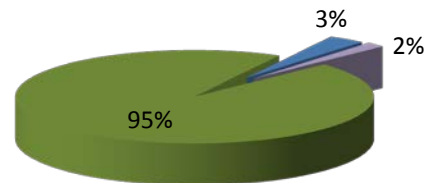
By Type

	Current Market Value	Percent Portfolio
Securities	\$ 899,011	1.75%
Investment Pools	48,918,273	94.96%
Checking and Cash on hand	1,696,152	3.29%
Total Portfolio	<u>\$ 51,513,436</u>	

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

Diversification By Type

■ Securities
■ Investment Pools
■ Checking and Cash on hand

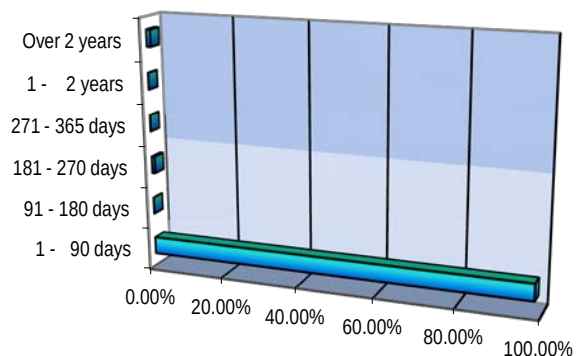


By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 50,614,425	98.25%
91 - 180 days	-	-
181 - 270 days	398,987	0.77%
271 - 365 days	-	-
1 - 2 years	-	-
Over 2 years	500,024	0.97%
Total Portfolio	<u>\$ 51,513,436</u>	

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

Diversification by Maturity



**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
March 31, 2016**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	400,000	399,328	0.9983	0.950%	0.65%
Purchases	500,000	500,000			
Maturities	-	-			
Change in value	-	(317)			
Sales					
End of period	900,000	899,011	0.9989	0.950%	0.59%

Total Accrued Interest at end of period: \$ 750

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is 726 days.

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

Treasurer

Asst. Treasurer

**CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF MARCH 31, 2016**

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 03/31/16	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT
1) Freddie Mac- 0.650%	3134G56W0	AA+	12/23/2016	0.650%	398,987	267	44.381%	118.50
2) Federal Farm Credit Bank- 1.25%	3133EFV38	AA+	3/29/2019	1.250%	500,024	1093	55.619%	607.92
TOTALS				0.950%	899,011	680	100.000%	726.42

**CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
March 31, 2016**

FUNDS		CASH AND CASH EQUIVALENTS					INVESTMENTS		TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
MAJOR FUNDS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES	TOTAL INVESTMENTS		
General	\$ 2,531,676	\$ 10,879,230	\$ 397,488	\$ 2,026	\$ 13,810,420	\$ 398,987	\$ 398,987	\$ 14,209,407	
Debt Service	\$ 948,636	\$ 3,355,026	\$ 202,679	\$ -	\$ 4,506,341	\$ -	\$ -	\$ 4,506,341	
Enterprise	\$ 2,697,836	\$ 5,148,247	\$ 447,277	\$ 600	\$ 8,293,960	\$ 500,024	\$ 500,024	\$ 8,793,984	
OTHER FUNDS									
Special Revenue	\$ 75,950	\$ 56,083	\$ 4,910	\$ -	\$ 136,943	\$ -	\$ -	\$ 136,943	
Municipal Court Building Security	\$ 101,267	\$ 139,784	\$ 6,682	\$ -	\$ 247,733	\$ -	\$ -	\$ 247,733	
Municipal Court Technology	\$ 60,760	\$ 217,933	\$ 4,163	\$ -	\$ 282,856	\$ -	\$ -	\$ 282,856	
Hotel Occupancy Tax	\$ 101,267	\$ 344,079	\$ 80,254	\$ -	\$ 525,600	\$ -	\$ -	\$ 525,600	
Red Light Camera Program	\$ -	\$ 390,571	\$ 127,363	\$ -	\$ 517,934	\$ -	\$ -	\$ 517,934	
Tomball "Fun Runs"	\$ -	\$ -	\$ 7,690	\$ -	\$ 7,690	\$ -	\$ -	\$ 7,690	
General Capital Projects	\$ 50,633	\$ 12,080,051	\$ 120,953	\$ -	\$ 12,251,637	\$ -	\$ -	\$ 12,251,637	
Business Park	\$ -	\$ 3,445,838	\$ -	\$ -	\$ 3,445,838	\$ -	\$ -	\$ 3,445,838	
Fleet Replacement	\$ 455,702	\$ 1,150,553	\$ 138,715	\$ -	\$ 1,744,970	\$ -	\$ -	\$ 1,744,970	
Water Capital Recovery	\$ 101,267	\$ 1,633,476	\$ 11,861	\$ -	\$ 1,746,604	\$ -	\$ -	\$ 1,746,604	
Sewer Capital Recovery	\$ 151,900	\$ 1,831,133	\$ 8,646	\$ -	\$ 1,991,679	\$ -	\$ -	\$ 1,991,679	
Health Insurance Trust	\$ -	\$ 969,375	\$ 114,845	\$ -	\$ 1,084,220	\$ -	\$ -	\$ 1,084,220	
Tomball Legacy Fund	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	
TOTALS	\$ 7,276,894	\$ 41,641,379	\$ 1,693,526	\$ 2,626	\$ 50,614,425	\$ 899,011	\$ 899,011	\$ 51,513,436	

Regular City Council Agenda Item Data Sheet

Meeting Date: May 2, 2016

Topic:

Approve the Minutes of the April 25, 2016 Regular City Council Meeting

Background:

Origination:

City Secretary

Recommendation:

N/A

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

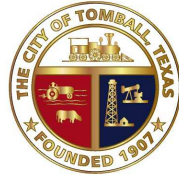
City Secretary

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

ATTACHMENTS:

Draft Minutes of the April 25, 2016 Regular City Council Meeting

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



**MONDAY, APRIL 25, 2016
(Rescheduled from Monday, April 18, 2016)**

6:00 P.M.

1.0 Call to Order

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

Councilman Hudgens
Councilman Townsend
Councilman Degges
Councilman Klein Quinn
Councilman Stoll

Others present:

City Manager – George Shackelford
Assistant City Manager – Robert Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Public Works Director – David Esquivel
Director of Community Development – Craig Meyers
City Planner – Harold Ellis
Community Center Manager – Rosalie Dillon
CSO Administrative Assistant – Tracy Garcia
Police Detective – Kenneth Yoho

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

3.0 The pledges to U. S. and Texas Flags were led by members of the Tomball Memorial High School Student Council.

4.0 The following public comments were received:

- | | | |
|--|---|--|
| James F. Foster
11206 N. Country Club Green Dr., 77375 | - | Stated that he has something that looks like oil draining in his backyard and his opposition to Item 7.1 |
| Todd Johnson
30614 Quinn Rd., 77375 | - | Stated his opposition to Item 7.1 |
| Leigh Anne Maxwell
10934 S. Country Club Green Dr., 77375 | - | Stated her opposition to Item 7.1 |
| Les Coker
11102 N. Country Club Green Dr., 77375 | - | Stated his opposition to Item 7.1 |
| Neil Guiles
33203 Willow Creek Bridge, 77375 | - | Stated his opposition to Item 7.1 |
| Jerry Calhoun
11002 N. Country Club Green Dr., 77375 | - | Stated his opposition to Item 7.1 |
| Sally Calhoun
11002 N. Country Club Green Dr., 77375 | - | Stated her opposition to Item 7.1 |
| Mark A. Davis
10926 N. Country Club Green Dr., 77375 | - | Stated his opposition to Item 7.1 |
| Chad Brandt
7 Dusk Valley Ct., 77379 | - | Stated his support of Item 7.1 and desire for approval (property owner). |
| Kristi Zadik
21602 Country Club Green Dr., 77375 | - | Stated her opposition to Item 7.1 |
| Cristina Canales
11114 S. Country Club Green, 77375 | - | Requested that her opposition to Item 7.1 be read into the record |
| Mitchell Forest
11110 S. Country Club Green, 77375 | - | Requested that his opposition to Item 7.1 be read into the record |
| Andrew Canales
11114 S. Country Club Green, 77375 | - | Requested that his opposition to Item 7.1 be read into the record |
| John Maxwell
10939 S. Country Club Green, 77375 | - | Stated his opposition to Item 7.1 |

- | | | |
|---|---|---|
| Jennifer Medina
21511 Country Club Green Circle, 77375 | - | Requested that her opposition to Item 7.1 be read into the record |
| Marjorie Walker
10942 S. Country Club Green, 77375 | - | Requested that her opposition to Item 7.1 be read into the record |
| Angelynn Johnson
30614 Quinn Rd, 77375 | - | Requested that her opposition to Item 7.1 be read into the record |
| David Pace
11211 N. Country Club Green, 77375 | - | Requested that his opposition to Item 7.1 be read into the record |
| Robert White
11014 N. Country Club Green, 77375 | - | Stated his opposition to Item 7.1 |
| Fred West
11214 Country Club Green, 77375 | - | Stated his opposition to Item 7.1 |

5.0 Reports and Announcements:

- April 18-23, 2016 – **Annual Spring Clean-Up and Chipping Week**
- April 20-21, 2016 – ***Shattered Lives*** Event – **Tomball Memorial High School**
- April 23, 2016 – **Tomball Consolidated Recycling Day** – Lone Star College-Tomball Campus, 30555 Tomball Parkway, South Entrance – 10:00 a.m.-2:00 p.m.
- April 30-May 1, 2016 – **Rails & Tails Mudbug Festival** at the Depot, with "*Trackside Toss*" Washers Tournament and "*Roux Run*" Crawfish Race
- May 5, 2016 – **National Day of Prayer**
- May 14, 2016 – **2nd Saturday at the Depot**
- May 28, 2016 – **Tomball Chili Challenge 2016** at the Depot
- June 4, 2016 – ***Tomball Honky Tonk Music Festival*** at the Depot
- July 4, 2016 – **July Fourth Celebration & Street Festival** – Business 249 at FM 2920
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter reported on the success of the **8th Annual 5K Bunny Run and 1 Mile Kids Walk**
 - Mike Baxter reported on the success of the **“3rd Annual 2016 Ride 2 Recovery Texas Challenge”** Reception

6.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the Minutes of the April 4, 2016 Regular City Council Meeting.

Motion carried unanimously.

7.0 New Business:

7.1 Motion was made by Councilman Degges, second by Councilman Townsend, to Reconsider Adoption on Second Reading, on May 2, 2016, of Ordinance No. 2016-05, 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 13.1 Acres of Land, Legally Described as 5.001 Acres H.C.C.F. No. X733739 Portion of Lots 487, 488, & 489 and 8.1479 Acres H.C.C.F. No. U200671 Portion of Lots 487, 488 & 489 Tomball Townsite Volume 2, Page 65 M.R.H.C., within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; Said Property Being Generally Located on the East Side of Hufsmith-Kohrville, South of The Estates at Willow Creek Subdivision; 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>Nay</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Nay</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried, 3 votes Aye, 2 votes Nay.

7.2 Motion was made by Councilman Stoll, second by Councilman Hudgens, to approve Resolution No. 2016-07, City of Tomball Grant Program Projects, Accepting an Award of \$210,526 Urban Area Security Initiative (UASI) Grant to Electronically Link Multiple Dispatch/Communications Centers and Designating George Shackelford as the Authorized Official to Execute the Grant Documentation.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 25th day of April 2016.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 2, 2016

Topic:

Adopt, on Second Reading, Ordinance No. 2016-05, 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 13.1 Acres of Land, Legally Described as 5.001 Acres H.C.C.F. No. X733739 Portion of Lots 487, 488, & 489 and 8.1479 Acres H.C.C.F. No. U200671 Portion of Lots 487, 488 & 489 Tomball Townsite Volume 2, Page 65 M.R.H.C., within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; Said Property Being Generally Located on the East Side of Hufsmith-Kohrville, South of The Estates at Willow Creek Subdivision; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters

Background:

On April 4, 2016, the 2nd reading of Ordinance #2016-05 failed on a 2-1-1 vote (2-yes, 1-no, 1-abstention); it required three (3) affirmative votes in order to pass the second reading.

On April 7th, city staff received an e-mail from Councilman Degges asking the item to be placed on the agenda for reconsideration. In accordance with Council policies, the City Manager, Mayor, or two (2) Councilmembers in writing can request an item be placed on the agenda. We also received a request from Councilman Stoll asking this item to be placed on the agenda again.

Section 2.22 (f) (9) of the Tomball Code of Ordinances – Rules of Procedure allows an item to come back to the City Council for reconsideration.

On April 25, 2016, the Council voted to formally reconsider the second reading of Ordinance No. 2016-05 during the May 2, 2016 Council meeting.

Origination:

Councilmembers Stoll and Degges

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

Ordinance No. 2016-05 - Reconsideration

Staff Report - P16-0020

Notice of Public Hearing and Notice to Owners within 200 Feet

Email - Councilman Degges

Email - Councilman Stoll

ORDINANCE NO. 2016-05

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 13.1 ACRES OF LAND, LEGALLY DESCRIBED AS 5.001 ACRES H.C.C.F. NO. X733739 PORTION OF LOTS 487, 488, & 489 AND 8.1479 ACRES H.C.C.F. NO. U200671 PORTION OF LOTS 487, 488 & 489 TOMBALL TOWNSITE VOLUME 2, PAGE 65 M.R.H.C., WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE AGRICULTURAL DISTRICT TO THE COMMERCIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE EAST SIDE OF HUFSMITH-KOHRVILLE, SOUTH OF THE ESTATES AT WILLOW CREEK SUBDIVISION; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Matthew Gilbert, applicant, has requested that approximately 13.1 acres of land, legally described as 5.001 acres H.C.C.F. No. X733739 Portion of Lots 487, 488, & 489 and 8.1479 acres H.C.C.F. No. U200671 Portion of Lots 487, 488 & 489 Tomball Townsite Volume 2, Page 65 M.R.H.C., generally located on the east side of Hufsmith-Kohrville, south of The Estates at Willow Creek subdivision, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF MARCH 2016.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF APRIL 2016.

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

ORDINANCE FAILS, 2 VOTES AYE, 1 VOTE NAY.

RECONSIDERATION OF SECOND READING:

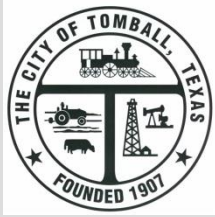
READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE ____ DAY OF MAY 2016.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: March 21, 2016
City Council Public Hearing Date: March 21, 2016

Rezoning Case: P16 -0020
Property Owner(s): Brandt Exploration LLC
Applicant(s): Matthew Gilbert, on behalf of Brandt Exploration
Legal Description: 5.001 acres H.C.C.F. No. X733739 Portion of Lots 487, 488, & 489 and 8.1479 acres H.C.C.F. No. U200671 Portion of Lots 487, 488 & 489 Tomball Townsite Volume 2, Page 65 M.R.H.C.
Location: East side of Hufsmith-Kohrville, south of The Estates at Willow Creek subdivision (Exhibit "A")
Area: 13.1 acres
Comp Plan Designation: Medium Density Residential (Exhibit "B")
Present Zoning and Use: Agricultural (Exhibit "C") / Vacant (Exhibit "D")
Proposed Use(s): Office building with accessory structure
Request: Rezone from Agricultural to Commercial
Adjacent Zoning & Land Uses:
 North: ETJ / Residential home and Neighborhood
 South: ETJ / Vacant
 West: Commercial District / Big League Baseball Academy, VZ Autoworks, Ellis Performance, Copan Trade Coffee Roasters
 East: ETJ / Vacant

BACKGROUND

City staff met with Brandt Construction and Project Manager, Matthew Gilbert on January 6, 2016 to discuss the possibility of rezoning their property for the construction of an office warehouse building.

The property was annexed into the City in 2006. The property owners were issued a vested rights letter (Exhibit "F") on January 10, 2011 for the purpose of a commercial development. The letter granted the property a Commercial zoning classification allowing all uses permitted in the Commercial District. Without any activity on the property or permits pulled, the vested rights letter has expired.

Chapter 50 (Zoning) of the Tomball Code of Ordinances states in Section 50-68 (a) "*territory that has been newly annexed into the city may be initially zoned agricultural, and the district is*

considered a temporary holding zone until permanent zoning is approved. It is anticipated that agricultural zoned land will ultimately be rezoned to another zoning classification for its intended use in accordance with the comprehensive plan in the future.” The property owners are requesting to rezone to a zoning district which will accommodate the proposed development.

ANALYSIS

According to Section 50-77 (a), the Commercial District “*is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair shops, and other similar commercial uses*”.

There are several nonresidential land uses in the vicinity of the subject site. Properties located to the north, east and south are not within the City Limits. The uses on these properties include a residential neighborhood (The Estates at Willow Creek) to the north and vacant land to the east and south. Across Hufsmith-Korhville, there is a baseball academy, an automotive shop and a coffee roasting company. These properties are zoned Commercial.

The Comprehensive Plan designates the property as Medium Density Residential. Surrounding properties are designated Low Density Residential to the north, Rural Residential to the east and south and Medium Density Residential to the west. As mentioned, there are a number of commercial land uses as well as commercially zoned properties in the area. Hufsmith-Korhville and (future) Medical Complex Drive are both designated as Major Arterials by the City’s Major Thoroughfare Plan. Section 50-77 states convenient access to thoroughfares is an important component for commercial zoning districts. While the Comprehensive Plan designates this area as residential, the proposed request appears to be most compatible with the area and existing and proposed roadway networks in the vicinity.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.

There are commercial uses in the immediate area including a Big League Baseball Academy, VZ Autoworks, Ellis Performance, Copan Trade. The subject site is also within close proximity of the TEDC Business and Technology Park as well as the Baker Hughes developments.

B. Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.

The proposed rezoning is not anticipated to negatively impact any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area. The exact alignment of the future Medical Complex Drive has not been determined and should not affect the development of this site.

- C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.**

There are vacant properties in the vicinity and elsewhere in the City zoned Commercial District, however, the property in question was once vested as Commercial and has been planned for commercial development.

- D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.**

There has been steady development City-wide in the Commercial District.

- E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.**

If the proposed rezoning is approved, few, if any effects on other areas designated for similar developments are anticipated.

- F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.**

The proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare. As previously mentioned, the proposed development will blend well with other existing developments in the immediate area.

- G. Whether the request is consistent with the Comp Plan.**

The Future Land Use plan designates the property Medium Density Residential; however, the nearby properties are zoned Commercial and currently have Commercial uses established.

PUBLIC COMMENT

Property owners that are within the city limits and within 200 feet of the project site were mailed notification of this proposal on March 1, 2016. Notice of Public Hearing was published in the paper and a sign was placed on the property on February 29, 2016. As of March 10, 2016, no public comment forms have been received.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends **APPROVAL** of Zoning Case P16-0020.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Application
- F. Vested Rights Letter

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

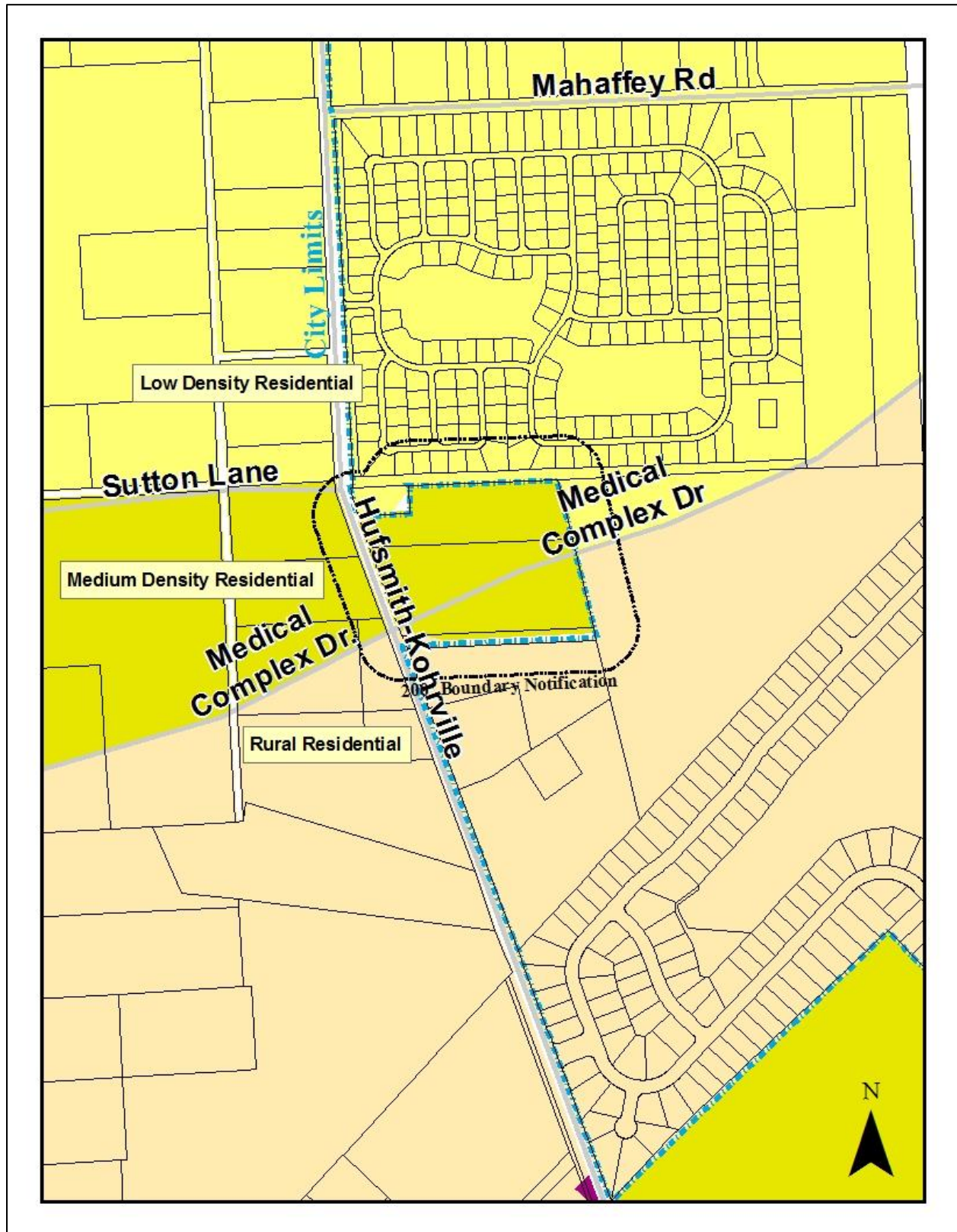
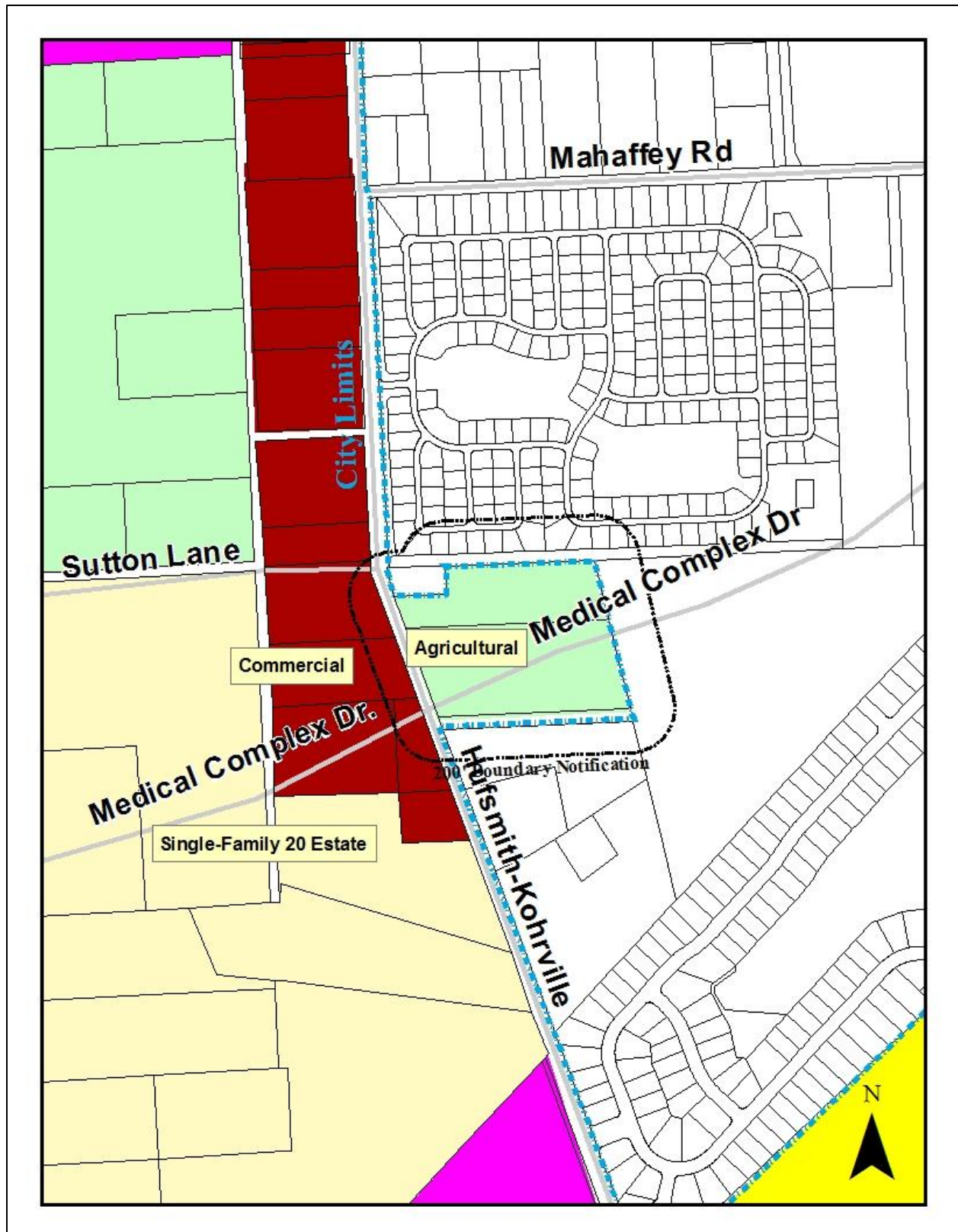


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Looking across Hufsmith-kohrville at the property

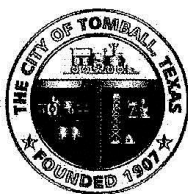


Looking North



Looking South

Exhibit "E"
Application

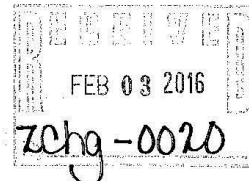


APPLICATION FOR REZONING

Community Development Department
Planning Division

Revised 5/19/15

\$540.00



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

Applicant

Name: Matthew Gilbert Title: Project Manager
Mailing Address: 21020 Park Row City: Katy State: Tx
Zip: 77449
Phone: (281) 578-9595 Fax: (281) 578-9686 Email: Matthewgilbert@sparks.com

Owner

Name: Robert E. Brandt Title: President
Mailing Address: 10330-A Lake Road City: Houston State: Tx
Zip: 77070
Phone: (281) 881-4101 Fax: () N/A Email: brandtconstructionllc@yahoo.com

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: Construction of Office Building

Physical Location of Property: East side of Huffsmith-Kehrville 1,075' south of Willow Creek Estates Lane
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: 13.11459 acres (TRS 487B-1, 488A, 489A Tomball outlots) (TRS 487C, 488B, 489B, 490B)
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agricultural

Current Use of Property: Vacant

Proposed Zoning District: Commercial

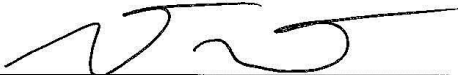
Proposed Use of Property: Office Building

HCAD Identification Number: 035 296 000 0485 Acreage: 13.11459
035 296 000 0536

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

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

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

X		2.2.2015
	Signature of Applicant	Date
X		2/3/16
	Signature of Owner	Date

CITY OF TOMBALL
281-351-5484

REC#: 00911189 2/03/2016 9:59 AM
OPER: CK TERM: 005
REF#: W 30431

TRAN: 130.0000 PLANNING AND ZONING
HUFSMITH/WILLOW CREEK
100-5441
REZONING APPLICATION 540.00CR

TENDERED: 540.00 CHECK
APPLIED: 540.00-

CHANGE: 0.00



February 2, 2016

City of Tomball
Planning and Zoning Department
501 James Street
Tomball, Texas 77375

RE: Rezoning Request for the Proposed Brandt Construction Office Building located on 13.11459 acres of land, including 4.998 acres of land (TRS 487B-1, 488A, & 489A Tomball Outlots) and 8.1479 acres of land (TRS 487C, 488B, 489B, & 490B Tomball Outlots)

Dear Planning Division,

Mr. Brandt is planning to construct an office building for his construction company on the above referenced project. The property is currently zoned Agricultural and the office building that is proposed is not a current allowable use for this zoning classification. Mr. Brandt respectfully requests the above referenced property be rezoned Commercial so the proposed office building will be an allowable use and can be permitted and constructed. The requested zoning of Commercial will match the other tracts located within the City of Tomball immediately on the west side of Huffsmith-Kohrville road.

Please allow this letter to serve as a formal request for the above referenced project to be considered and rezoned from agricultural use to commercial use.

Sincerely,


Matthew A. Gilbert
Project Manager.

21020 PARK ROW • KATY TEXAS 77449
281-578-9595 • FAX: 281-578-9686

Exhibit "F"
Vested Rights Letter



City of Tomball

*Gretchen Fagan
Mayor*

*George Shackelford
City Manager*

January 10, 2011

Robert E. Brandt, President
Brandt Exploration, LLC
10330-A Lake Road
Houston, TX 77070

Re: Vested Rights Determination Letter for the Brandt Exploration Commercial Development of 13.11459 acres of land, including 4.998 acres of land (TRS 487B-1, 488A, & 489A Tomball Outlots) and 8.1479 acres of land (TRS 487C, 488B, 489B, & 490B Tomball Outlots)

Dear Mr. Brandt:

By letter dated November 30, 2010, you have asserted a vested right under Chapter 245 of the Texas Local Government Code with respect to the development of approximately 13.1459 acres of property owned or controlled by Brandt Exploration, LLC. After reviewing your vested rights request, the City's records, and consultation with the City's Attorney, I issue this vested rights determination in accordance with Section 48.5 of the City of Tomball's Zoning Ordinance.

Property Owner(s):

Brandt Exploration, LLC
10330 Lake Road -A
Houston, TX 77070-1696

RDBE, LLC
18718 Spring Heather Court.
Spring, TX 77379-2780

The Property: Seven tracts totaling approximately 13.1459 acres of land, out of the Tomball Outlots, (legally described as TRS 487B-1, 488A, 489A, 487C, 488B, 489B, & 490B) Harris County, Texas, generally located on the easterly side of Hufsmith Kohrville Road, northerly of Spell Road. See Exhibit A, attached.

The Project: A commercial development consisting of seven tracts totaling approximately 13.1459 acres as configured in substantially the same layout as shown on the Preliminary Site Plans submitted to the City on February 14, 2007. (See Exhibit B, attached).

Date of First Permit: November 20, 2006 (Annexation Ordinance No. 2006-20 (4.998 acres) and Annexation Ordinance No. 2006-21 (8.1479 acres), Exhibit C).

Regulations Applicable to Property Owner, the Property, and the Project:

All of the City's current Ordinances, including the City's Zoning Ordinance adopted February 4, 2008, are applicable to the Property Owner, the Property and the Project EXCEPT as follows:

401 MARKET STREET • TOMBALL, TEXAS 77375 • 281-351-5484

1. The property classification (i.e., use) of the City's Zoning Ordinance. The Property shall be deemed to have a prior classification of C-Commercial District under the City's Zoning Ordinance for development of the Project. The Property may be used for any use permitted by right in the City's C-Commercial District under Sections 30 and 38 of the City's Zoning Ordinance, as provided in the Zoning Ordinance as of the date of this letter.

2. The lot size, lot dimension, and building size requirements of the City's Zoning Ordinance. The Property shall comply with the Preliminary Site Plans and the City's lot size, lot dimension, and building size requirements that existed prior to the City's Zoning Ordinance for development of the Project, or the City's current Ordinances.

3. Lot coverage requirements of the City's Zoning Ordinance. The Property shall comply with the Preliminary Site Plans and the City's lot coverage requirements that existed prior to the City's Zoning Ordinance for development of the Project, or the City's current lot coverage requirements.

4. Landscaping Requirements of the City's Zoning Ordinance. The Property shall comply with the Preliminary Site Plans and the landscaping requirements that existed prior to the City's Zoning Ordinance for development of the Project, or the City's current landscaping requirements.

Duration of Determination: Pursuant to Zoning Ordinance Section 48.2, some permits vested under this letter may expire two years from the date of such permit unless progress is made towards completion of the Project; provided, however, that such permit(s) shall expire no earlier than the fifth anniversary of the date the first permit applications were filed for the Project (i.e., November 20, 2011), pursuant to Section 245.005 (b) of the Texas Local Government Code. Provided, further, a permit application may expire in less than two years if the applicant fails to provide documents or information necessary to comply with the City's regulations after receiving written notice from the City as provided by Section 245.002(e)(2) of the Texas Local Government Code.

Rights of Appeal: This letter has certain legal consequences. The property owner and/or the City Council have the right to appeal this determination to the City's Board of Adjustments if the property owner and/or the City Council believes that this vested rights determination is in error. Zoning Ordinance, 48.6. Any appeal of my determination must be filed with the Board of Adjustments within 15 calendar days. Zoning Ordinance, 9.8 C. If my determination is not timely appealed to the Board of Adjustments, then my determination shall be considered binding upon the City and the property owners for the duration of the Project. Id. 48.8.

Sincerely,



George Shackelford
City Manager

cc: Mayor and City Council
Scott Bounds, Olson & Olson, LLP
Dan Dompier, DK Interests

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
MARCH 21, 2016
&
CITY COUNCIL
MARCH 21, 2016**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, March 21, 2016, at 4:30 P.M.**, and by the City Council of the City of Tomball on **Monday, March 21, 2016, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P15-0158: Request by Maple Creek Bed & Breakfast, c/o Michael Clark, for a Conditional Use Permit to operate a Bed & Breakfast Inn. The property is located at 519 E. Hufsmith Road., east of Hospital Road on the north side of E. Hufsmith, is approximately 5.663 acres, and is zoned Single-Family 20 Estate District. The property is legally described as Tract 3, 5.663 acres of McGraw Tract II, a subdivision in the Ralph Hubbard Survey, Abstract 383, Harris County, Texas, according to the map or plat thereof recorded in Vol. 423, Page 107, Map Records, Harris County, Texas.

Zoning Case P16-0020: Request by Matthew Gilbert, on behalf of Brandt Construction to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 13.1 acres of land, legally described as 5.001 acres H.C.C.F. No. X733739 Portion of Lots 487, 488, & 489 and 8.1479 acres H.C.C.F. No. U200671 Portion of Lots 487, 488 & 489 Tomball Townsite Volume 2, Page 65 M.R.H.C. , within the City of Tomball, Harris County, Texas, generally located on the east side of Hufsmith-Kohrville, south of The Estates at Willow Creek subdivision, from the Agricultural District to the Commercial District.

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

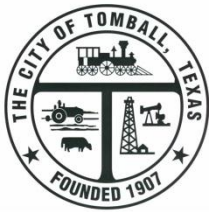
CERTIFICATION

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 **15th** day of **March, 2016** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler
Secretary of the Board

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



Notice of Public Hearing

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

CASE NUMBER: P16-0020

APPLICANT/OWNER: Matthew Gilbert, on behalf of Brandt Construction, c/o Robert E. Brandt.

LOCATION: East side of Hufsmith-Kohrville, south of The Estates at Willow Creek subdivision.

PROPOSAL: Request to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 13.1 acres of land, legally described as 5.001 acres H.C.C.F. No. X733739 Portion of Lots 487, 488, & 489 and 8.1479 acres H.C.C.F. No. U200671 Portion of Lots 487, 488 & 489 Tomball Townsite Volume 2, Page 65 M.R.H.C., within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District.

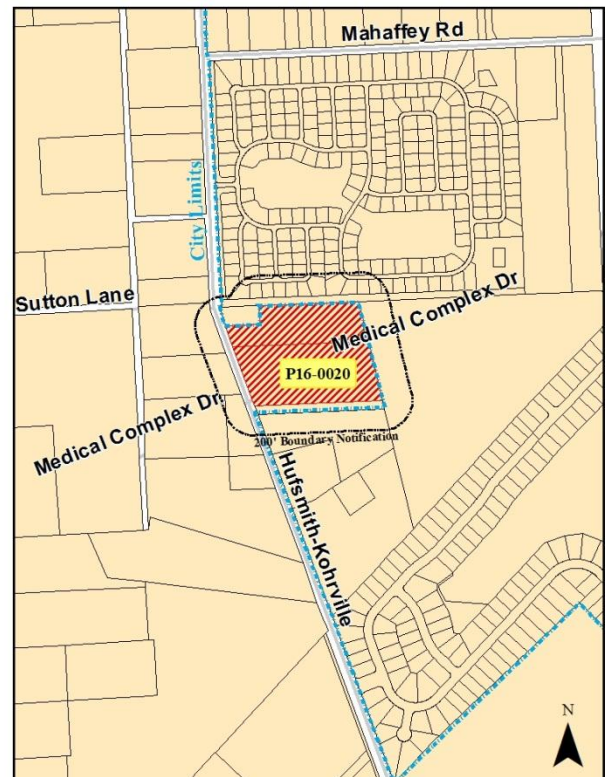
CONTACT: Amelia Lindley

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.



**Planning & Zoning Commission
Public Hearing:
Monday, March 14, 2016, 6:00 PM**

**City Council Public Hearing:
*Monday, March 21, 2016, 6:00 PM**

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

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

----- Original message -----

From: Chad Degges <cdegges@htstx.com>

Date: 04/07/2016 1:39 PM (GMT-06:00)

To: Mark Stoll <MStoll@tomballtx.gov>, George Shackelford <GShackelford@tomballtx.gov>

Cc: Craig Meyers <cmeyers@tomballtx.gov>, Robert Hauck <RHauck@tomballtx.gov>, Harold Ellis <HEllis@tomballtx.gov>, Gretchen Fagan <gretchen@gretcheninsure.com>

Subject: 2nd Reading

George,

I spoke with Councilman Stoll and he agreed to 2nd the request for a 2nd reading of the Brandt issue.

I think this issue deserves to be fully heard at the 2nd reading to allow all of us to discuss and give Field an opportunity to hear the case.

Please coordinate with Mr. Brandt and see when he would be available to attend the 2nd reading.

Best regards,

Chad Degges

Heat Transfer Specialists, Inc.

17314 SH 249, Suite 306

Houston, TX 77064

O# 281-820-9002

C# 713-828-0333

<http://www.htstx.com>

----- Original message -----

From: Mark Stoll <MStoll@tomballtx.gov>

Date: 04/07/2016 1:42 PM (GMT-06:00)

To: Chad Degges Personal <cdegges@htstx.com>

Cc: George Shackelford <GShackelford@tomballtx.gov>, Craig Meyers <cmeyers@tomballtx.gov>, Robert Hauck <RHauck@tomballtx.gov>, Harold Ellis <HEllis@tomballtx.gov>

Subject: Re: 2nd Reading

I approve putting this back on the agenda.

Mark Stoll

City of Tomball

City Councilman Position #2

Sent from my iPad

On Apr 7, 2016, at 1:39 PM, Chad Degges <cdegges@htstx.com> wrote:

George,

I spoke with Councilman Stoll and he agreed to 2nd the request for a 2nd reading of the Brandt issue.

I think this issue deserves to be fully heard at the 2nd reading to allow all of us to discuss and give Field an opportunity to hear the case.

Please coordinate with Mr. Brandt and see when he would be available to attend the 2nd reading.

Best regards,

Chad Degges

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O# 281-820-9002

C# 713-828-0333

<http://www.htstx.com>

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 2, 2016

Topic:

Award Contract for City of Tomball Project No. 2016-01, 2016 W. Main Sidewalk Annual Maintenance & Repair Project, to Core Stone Construction Services for the Base Bid Amount of \$48,830.00

Background:

The project will complete repairs and needed maintenance along the Main Street sidewalks.

The consultant's recommendation is attached and recommendation is for Corestone Construction Services is the lowest responsible bidder, under the total base bid price. The contract is being recommended for consideration for the total base bid price of \$48,830.00

Origination:

Public Works Department

Recommendation:

Staff recommends award of the contract to Corestone Construction Services in the amount of \$48,830.00.

Funding:

Yes

Account Number:400-154-6409

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

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

Bid Tabulation

Recommendation Letter

Agreement

BID TAB
2016 W.Main Street Sidewalk Maintenance Repair Project

4/25/2016

							Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder Comparisons										
							Engineer's Opinion of Probable Costs	Core Stone Construction Services	Precise Services, Inc.	Teamwork Construction Services, Inc.	ECB Development LP	Sitework Contractors	Bidder Averages		Bidder Low		Bidder High					
B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:																						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	01502	MOBILIZATION	LS	1	\$4,000.00	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
2	01555	TRAFFIC CONTROL INCLUDING FLAGMEN	LS	1	\$4,000.00	\$4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,250.00	\$ 6,250.00	\$ 4,025.00	\$ 4,025.00	\$ 11,000.00	\$ 11,000.00	\$ 5,255.00	\$ 5,255.00	\$ 1,500.00	\$ 1,500.00	\$ 11,000.00	\$ 11,000.00
3	01740	RESTORATION OF SITE IMPROVEMENTS	LF	65	\$1.50	\$97.50	\$ 25.00	\$ 1,625.00	\$ 30.00	\$ 1,950.00	\$ 68.50	\$ 4,452.50	\$ 9.00	\$ 585.00	\$ 65.00	\$ 4,225.00	\$ 39.50	\$ 2,567.50	\$ 9.00	\$ 585.00	\$ 68.50	\$ 4,452.50
TOTAL BASE UNIT PRICES - SITE PREPARATION AND EARTHWORK ITEMS:						\$8,097.50		\$ 7,125.00		\$ 9,450.00		\$ 14,702.50		\$ 8,610.00		\$ 19,225.00		\$ 11,822.50		\$ 6,085.00		\$ 19,452.50
B2. BASE UNIT PRICE TABLE - PAVING ITEMS:																						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
4	02221 02775	REMOVE EXISTING ASPHALT AND/OR CONC. SIDEWALK AND REPLACE WITH 4 1/2" REINF CONCRETE SIDEWALK, INCLUDING SAWCUT, DISPOSAL, ETC, COMPLETE IN PLACE	SY	480	\$28.00	\$13,440.00	\$ 68.00	\$ 32,640.00	\$ 65.63	\$ 31,502.40	\$ 84.50	\$ 40,560.00	\$ 90.00	\$ 43,200.00	\$ 110.00	\$ 52,800.00	\$ 83.63	\$ 40,140.48	\$ 65.63	\$ 31,502.40	\$ 110.00	\$ 52,800.00
5	02221 02775	REMOVE EXISTING ASPHALT AND/OR CONC. SIDEWALK AND REPLACE WITH 6" REINF CONCRETE SIDEWALK OR DRIVEWAY, INCLUDING SAWCUT, DISPOSAL, ETC, COMPLETE IN PLACE	SY	55	\$40.00	\$2,200.00	\$ 68.00	\$ 3,740.00	\$ 112.00	\$ 6,160.00	\$ 91.00	\$ 5,005.00	\$ 91.43	\$ 5,028.65	\$ 155.00	\$ 8,525.00	\$ 103.49	\$ 5,691.73	\$ 68.00	\$ 3,740.00	\$ 155.00	\$ 8,525.00
6	02741	ASPHALT PAVEMENT OVERLAY, INCLUDING MILLING EXISTING ASPHALT & 1 1/2" HMAC, COMPLETE IN PLACE	SY	55	\$30.00	\$1,650.00	\$ 65.00	\$ 3,575.00	\$ 100.00	\$ 5,500.00	\$ 77.00	\$ 4,235.00	\$ 43.53	\$ 2,394.15	\$ 175.00	\$ 9,625.00	\$ 92.11	\$ 5,065.83	\$ 43.53	\$ 2,394.15	\$ 175.00	\$ 9,625.00
7	02775	CONCRETE WHEELCHAIR RAMP , INCLUDING CONCRETE PAVER,	EA	1	\$1,500.00	\$1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,150.00	\$ 1,150.00	\$ 1,720.00	\$ 1,720.00	\$ 1,357.14	\$ 1,357.14	\$ 2,500.00	\$ 2,500.00	\$ 1,645.43	\$ 1,645.43	\$ 1,150.00	\$ 1,150.00	\$ 2,500.00	\$ 2,500.00
TOTAL BASE UNIT PRICES - PAVING ITEMS						\$18,790.00		\$ 41,455.00		\$ 44,312.40		\$ 51,520.00		\$ 51,979.94		\$ 73,450.00		\$ 52,543.47		\$ 38,786.55		\$ 73,450.00
B3. BASE UNIT PRICE TABLE - MISCELLANEOUS ITEMS																						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
8	02086	REMOVE ABANDONED WATER METER	EA	2	\$100.00	\$200.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 720.00	\$ 1,440.00	\$ 207.14	\$ 414.28	\$ 400.00	\$ 800.00	\$ 340.43	\$ 680.86	\$ 125.00	\$ 250.00	\$ 720.00	\$ 1,440.00
TOTAL BASE UNIT PRICES - MISCELLANEOUS ITEMS						\$200.00		\$250.00		\$500.00		\$1,440.00		\$414.28		\$800.00		\$680.86		\$250.00		\$1,440.00
TOTAL BASE UNIT PRICES						\$27,087.50		\$48,830.00		\$54,262.40		\$67,662.50		\$61,004.22		\$93,475.00		\$65,046.82		\$45,121.55		\$94,342.50
C. EXTRA UNIT PRICES FOR:																						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
9	02318	EXTRA HAND EXCAVATION	CY	75	\$25.00	\$1,875.00	\$ 25.00	\$ 1,875.00	\$ 25.00	\$ 1,875.00	\$ 40.00	\$ 3,000.00	\$ 25.00	\$ 1,875.00	\$ 25.00	\$ 1,875.00	\$ 28.00	\$ 2,100.00	\$ 25.00	\$ 1,875.00	\$ 40.00	\$ 3,000.00
10	02318	EXTRA MACHINE EXCAVATION	CY	75	\$30.00	\$2,250.00	\$ 30.00	\$ 2,250.00	\$ 30.00	\$ 2,250.00	\$ 32.00	\$ 2,400.00	\$ 4.07	\$ 305.25	\$ 30.00	\$ 2,250.00	\$ 25.21	\$ 1,891.05	\$ 4.07	\$ 305.25	\$ 32.00	\$ 2,400.00
11	02318	EXTRA BANK SAND BACKFILL	CY	100	\$18.00	\$1,800.00	\$ 18.00	\$ 1,800.00	\$ 18.00	\$ 1,800.00	\$ 32.50	\$ 3,250.00	\$ 33.35	\$ 3,335.00	\$ 18.00	\$ 1,800.00	\$ 23.97	\$ 2,397.00	\$ 18.00	\$ 1,800.00	\$ 33.35	\$ 3,335.00
12	02321	EXTRA CEMENT STABILIZED SAND	CY	125	\$22.00	\$2,750.00	\$ 22.00	\$ 2,750.00	\$ 22.00	\$ 2,750.00	\$ 38.00	\$ 4,750.00	\$ 59.99	\$ 7,498.75	\$ 22.00	\$ 2,750.00	\$ 32.80	\$ 4,099.75	\$ 22.00	\$ 2,750.00	\$ 59.99	\$ 7,498.75
13	02711	EXTRA HMAC ASPHALT FOR PAVEMENT, IN PLACE	TON	125	\$75.00	\$9,375.00	\$ 75.00	\$ 9,375.00	\$ 200.00	\$ 25,000.00	\$ 75.00	\$ 9,375.00	\$ 158.95	\$ 19,868.75	\$ 75.00	\$ 9,375.00	\$ 116.79	\$ 14,598.75	\$ 75.00	\$ 9,375.00	\$ 200.00	\$ 25,000.00
14	02771	EXTRA 6" CONCRETE CURB	LF	75	\$3.00	\$225.00	\$ 3.00	\$ 225.00	\$ 3.00	\$ 225.00	\$ 16.00	\$ 1,200.00	\$ 5.73	\$ 429.75	\$ 6.00	\$ 450.00	\$ 6.75	\$ 505.95	\$ 3.00	\$ 225.00	\$ 16.00	\$ 1,200.00
15	02922	EXTRA SODDING	SY	50	\$3.00	\$150.00	\$ 3.00	\$ 150.00	\$ 5.00	\$ 250.00	\$ 12.00	\$ 600.00	\$ 5.21	\$ 260.50	\$ 3.00	\$ 150.00	\$ 5.64	\$ 282.10	\$ 3.00	\$ 150.00	\$ 12.00	\$ 600.00
TOTAL EXTRA UNIT PRICES						\$18,425.00		\$ 18,425.00		\$ 34,150.00		\$ 24,575.00		\$ 33,573.00		\$ 18,650.00		\$ 25,874.60		\$ 16,480.25		\$ 43,033.75
B1. SITE PREPARATION AND EARTHWORK ITEMS:					\$ 8,097.50		\$ 7,125.00		\$ 9,450.00		\$ 14,702.50		\$ 8,610.00		\$ 19,225.00		\$ 11,822.50		\$ 6,085.00		\$ 19,452.50	
B2. PAVING ITEMS					\$ 18,790.00		\$ 41,455.00		\$ 44,312.40		\$ 51,520.00		\$ 51,979.94		\$ 73,450.00		\$ 52,543.47		\$ 38,786.55		\$ 73,450.00	
B3. BASE UNIT PRICE TABLE - MISCELLANEOUS ITEMS					\$ 200.00		\$ 250.00		\$ 500.00		\$ 1,440.00		\$ 414.28		\$ 800.00		\$ 680.86		\$ 250.00		\$ 1,440.00	
C. EXTRA UNIT PRICES FOR:					\$ 18,425.00		\$ 18,425.00		\$ 34,150.00		\$ 24,575.00		\$ 33,573.00		\$ 18,650.00		\$ 25,874.60		\$ 16,480.25		\$ 43,033.75	
					\$ 45,512.50		\$ 67,255.00		\$ 88,412.40		\$ 92,237.50		\$ 94,577.22		\$ 112,125.00		\$ 90,921.42		\$ 61,601.80		\$ 137,376.25	

NOTE: Values shown in red indicate corrected math error on bid form submitted.



GUNDA CORPORATION

Engineers, Planners & Managers

April 25, 2016

City of Tomball
Public Works Building
501 James Street
Tomball, TX 77375

Attn: David Esquivel, P.E., Director of Public Works

Re: Recommendation of Award for
2016 W. MAIN STREET SIDEWALK ANNUAL MAINTENANCE & REPAIR PROJECT
Project Bid No. 2016-01, E&P Project No. 2016-10002

Dear Mr. Esquivel:

We have reviewed the bid tabulation for bids received on the above referenced project. Our analysis shows that Core Stone Construction Services is the responsive low bidder. The bid submitted by Core Stone Construction Services shows no signs of imbalance or significant cause for concern and their Bid Bond, Statement of Residency, and Affidavit of Ownership or Control appear to be in conformance with the bidding requirement. Therefore, **we pose no objection to the recommendation of awarding the construction contract for 2016 W. MAIN STREET SIDEWALK ANNUAL MAINTENANCE & REPAIR PROJECT, Project Bid No. 2016-01, E&P Project No. 2016-10002 to Core Stone Construction Services as the low bidder.**

Below is a summary of our full review of the bids received for the project.

On April 21, 2016, a total of 5 bids were received and opened for the proposed project in accordance with the Notice to Bidders, as revised. Total Bid was utilized to establish the order of the bids and identification of apparent low bidder.

The five bidders and their Total Bids were:

Contractor	Bid Submitted
1) Core Stone Construction Services	\$ 67,255.00
2) Precise Services Inc.	\$ 88,412.40
3) Teamwork Construction Services Inc.	\$ 92,237.50
4) ECB Development LP	\$ 94,577.22
5) Sitework Contractors	\$ 112,125.00

If you have any questions please do not hesitate to call.

Sincerely,

Kyle A. Bertrand, PE
Senior Project Manager

Enclosure: Project Bid Tabulation

6161 Savoy, Suite 550 • Houston, Texas 77036
(P) 713.541.3530 • www.gundacorp.com

Document 00520

AGREEMENT

Project: W. Main Street Sidewalk Repair Project

Project Location: W. Main Street, Tomball, TX (Key Map No. 288 H)

Project Bid No: 2016-01

E&P Project No: 2016-10002

The City: The City of Tomball, County of Harris, Texas (the "City")

and

Contractor: Corestone Construction Services

(Address for Written Notice) 14511 Mary Jane Lane, Tomball, Texas 77377

Fax Number: _____

City Engineer is: David Esquivel, PE

(Address for Written Notice) 501 James Street, Tomball, Texas 77375

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

00520-1
06-16-2011

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price for the base bid amount of \$48,830.00, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Not Applicable

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).
For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
- b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

00520-2
06-16-2011

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

00520-3
06-16-2011

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [N/A]

Addendum No. 2, dated [N/A]

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

00520-4
06-16-2011

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____

City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

City Secretary

Date: _____

END OF DOCUMENT

00520-5
06-16-2011

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 2, 2016

Topic:

Award Contract for City of Tomball Project No. 2016-13, Market Street and Walnut Street Sidewalk and Paving, to Site Work Contractors, LLC in the amount of \$111,535.00

Background:

The project will install new sidewalks along Market Street and Walnut Street.

The consultant's recommendation is attached and recommendation is for Site Work Contractors, LLC as the lowest responsible bidder for the total bid price. The contract is being recommended for consideration for the total bid amount of \$111,535.00.

Origination:

Public Works Department

Recommendation:

Staff recommends award of the contract to Site Work Contractors, LLC in the amount of \$111,535.00.

Funding:

Yes

Account Number:100-154-6409

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

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

Bid Tabulation

Recommendation Letter

Agreement

BID TAB
Market Street and Walnut Street Sidewalk and Paving Project

4/25/2016

B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:					Engineer's Opinion of Probable Costs		Bidder 1		Bidder 2		Bidder 3		Bidder Comparisons					
							Sitework Contractors		ECB Development LP		Core Stone Construction Services		Bidder Averages		Bidder Low		Bidder High	
					Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
1	1502	MOBILIZATION	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,100.00	\$ 2,100.00	\$ 6,033.33	\$ 6,033.33	\$ 2,100.00	\$ 2,100.00	\$ 8,000.00	\$ 8,000.00
2	01554	RELOCATE TRAFFIC SIGN	EA	3	\$ 500.00	\$ 1,500.00	\$ 100.00	\$ 300.00	\$ 393.75	\$ 1,181.25	\$ 400.00	\$ 1,200.00	\$ 297.92	\$ 893.75	\$ 100.00	\$ 1,181.25	\$ 400.00	\$ 1,200.00
3	1555	TRAFFIC CONTROL INCLUDING FLAGMEN	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00	\$ 4,025.00	\$ 4,025.00	\$ 3,000.00	\$ 3,000.00	\$ 6,341.67	\$ 6,341.67	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 4,025.00
4	1740	RESTORATION OF SITE IMPROVEMENTS	LF	1,070	\$ 1.00	\$ 1,070.00	\$ 5.00	\$ 5,350.00	\$ 9.00	\$ 9,630.00	\$ 4.00	\$ 4,280.00	\$ 6.00	\$ 6,420.00	\$ 4.00	\$ 4,280.00	\$ 9.00	\$ 9,630.00
TOTAL BASE UNIT PRICES - SITE PREPARATION AND EARTHWORK ITEMS:						\$ 14,570.00		\$ 25,650.00		\$ 22,836.25		\$ 10,580.00		\$ 19,688.75		\$ 10,561.25		\$ 22,855.00
B2. BASE UNIT PRICE TABLE - SWPPP & SWQMP ITEMS																		
Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
5	01570 01410	STORM WATER POLLUTION PREVENTION (MAINTENANCE)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,875.00	\$ 3,875.00	\$ 1,500.00	\$ 1,500.00	\$ 3,458.33	\$ 3,458.33	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 3,875.00
6	01573	FILTER FABRIC FENCE	LF	930	\$ 1.40	\$ 1,302.00	\$ 3.50	\$ 3,255.00	\$ 1.38	\$ 1,283.40	\$ 2.00	\$ 1,860.00	\$ 2.29	\$ 2,132.80	\$ 1.38	\$ 1,283.40	\$ 3.50	\$ 1,860.00
7	01577	REINFORCED FILTER FABRIC FENCE	LF	40	\$ 2.00	\$ 80.00	\$ 4.50	\$ 180.00	\$ 1.56	\$ 62.40	\$ 2.00	\$ 80.00	\$ 2.69	\$ 107.47	\$ 1.56	\$ 62.40	\$ 4.50	\$ 80.00
TOTAL BASE UNIT PRICES - SWPPP & SWQMP ITEMS						\$ 2,382.00		\$ 8,435.00		\$ 5,220.80		\$ 3,440.00		\$ 5,698.60		\$ 2,845.80		\$ 5,815.00
B3. BASE UNIT PRICE TABLE - PAVING ITEMS:																		
Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
8	02315	ROADWAY EXCAVATION	CY	95	\$ 9.00	\$ 855.00	\$ 16.00	\$ 1,520.00	\$ 22.53	\$ 2,140.35	\$ 37.00	\$ 3,515.00	\$ 25.18	\$ 2,391.78	\$ 16.00	\$ 2,140.35	\$ 37.00	\$ 3,515.00
9	02319	BORROW (SELECT FILL)	CY	16	\$ 9.00	\$ 144.00	\$ 25.00	\$ 400.00	\$ 60.04	\$ 960.64	\$ 84.00	\$ 1,344.00	\$ 56.35	\$ 901.55	\$ 25.00	\$ 960.64	\$ 84.00	\$ 1,344.00
10	02221	REMOVE EXISTING CONCRETE, CURB, GUTTER, SIDEWALK, INCLUDING SAWCUT (ALL DEPTHS) AND OFF-SITE DISPOSAL, COMPLETE IN PLACE	LF	10	\$ 10.00	\$ 100.00	\$ 50.00	\$ 500.00	\$ 11.60	\$ 116.00	\$ 125.00	\$ 1,250.00	\$ 62.20	\$ 622.00	\$ 11.60	\$ 116.00	\$ 125.00	\$ 1,250.00
11	02221	REMOVE EXISTING ASPHALT WITH OR WITHOUT SUBGRADE, INCLUDING SAW CUT (ALL DEPTHS) AND OFF-SITE DISPOSAL, COMPLETE IN PLACE	SY	100	\$ 10.00	\$ 1,000.00	\$ 50.00	\$ 5,000.00	\$ 25.93	\$ 2,593.00	\$ 52.50	\$ 5,250.00	\$ 42.81	\$ 4,281.00	\$ 25.93	\$ 2,593.00	\$ 52.50	\$ 5,250.00
12	02221	MILL ASPHALTIC SURFACE (1 1/2" min) INCLUDING OFF-SITE REMOVAL OF MATERIALS, COMPLETE IN PLACE	SY	470	\$ 4.00	\$ 1,880.00	\$ 15.00	\$ 7,050.00	\$ 17.33	\$ 8,145.10	\$ 32.41	\$ 15,232.70	\$ 21.58	\$ 10,142.60	\$ 15.00	\$ 8,145.10	\$ 32.41	\$ 15,232.70
13	02221	REMOVE EXISTING CULVERT, INCLUDING OFF-SITE DISPOSAL	LF	65	\$ 10.00	\$ 650.00	\$ 25.00	\$ 1,625.00	\$ 10.97	\$ 713.05	\$ 25.00	\$ 1,625.00	\$ 20.32	\$ 1,321.02	\$ 10.97	\$ 713.05	\$ 25.00	\$ 1,625.00
14	02741	ASPHALT PAVEMENT WIDENING (WALNUT STREET), INCLUDING 2" TYPE 'D' HMAC SURFACE, LEVEL-UP, AND 8" BLACK BASE, COMPLETE IN PLACE	SY	240	\$ 65.00	\$ 15,600.00	\$ 32.00	\$ 7,680.00	\$ 104.58	\$ 25,099.20	\$ 176.98	\$ 42,475.20	\$ 104.52	\$ 25,084.80	\$ 32.00	\$ 25,099.20	\$ 176.98	\$ 42,475.20
15	02741	ASPHALT DRIVEWAY, INCLUDING 2" TYPE 'D' HMAC SURFACE, COMPLETE IN PLACE	SY	80	\$ 33.00	\$ 2,640.00	\$ 32.00	\$ 2,560.00	\$ 68.51	\$ 5,480.80	\$ 176.98	\$ 14,158.40	\$ 92.50	\$ 7,399.73	\$ 32.00	\$ 5,480.80	\$ 176.98	\$ 14,158.40
18	02767	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 2 4" YELLOW, SOLID	LF	20	\$ 3.00	\$ 60.00	\$ 50.00	\$ 1,000.00	\$ 93.75	\$ 1,875.00	\$ 50.25	\$ 1,005.00	\$ 64.67	\$ 1,293.33	\$ 50.00	\$ 1,005.00	\$ 93.75	\$ 1,875.00
19	02767	4" 2-WAY REFLECTORIZED YELLOW RAISED PAVEMENT MARKER	EA	10	\$ 31.00	\$ 310.00	\$ 50.00	\$ 500.00	\$ 7.50	\$ 75.00	\$ 15.00	\$ 150.00	\$ 24.17	\$ 241.67	\$ 7.50	\$ 75.00	\$ 50.00	\$ 150.00
20	02771	6" MONOLITHIC CONCRETE CURB AND GUTTER, INCLUDING REINFORCEMENT, COMPLETE IN PLACE	LF	350	\$ 22.00	\$ 7,700.00	\$ 6.00	\$ 2,100.00	\$ 24.24	\$ 8,484.00	\$ 57.04	\$ 19,964.00	\$ 29.09	\$ 10,182.67	\$ 6.00	\$ 8,484.00	\$ 57.04	\$ 19,964.00
21	02771	6" CONCRETE CURB DOWELED ON EXISTING PAVEMENT, INCLUDING REINFORCEMENT, COMPLETE IN PLACE	LF	40	\$ 6.00	\$ 240.00	\$ 6.00	\$ 240.00	\$ 14.39	\$ 575.60	\$ 27.20	\$ 1,088.00	\$ 15.86	\$ 634.53	\$ 6.00	\$ 575.60	\$ 27.20	\$ 1,088.00
22	02775	7' WIDE SIDEWALK (4 1/2" THK) INCLUDING EXCAVATION, REINFORCEMENT, SAND BEDDING, JOINTS, COMPLETE IN PLACE	SF	3570	\$ 5.00	\$ 17,850.00	\$ 4.50	\$ 16,065.00	\$ 7.14	\$ 25,489.80	\$ 7.96	\$ 28,417.20	\$ 6.53	\$ 23,324.00	\$ 4.50	\$ 25,489.80	\$ 7.96	\$ 28,417.20

BID TAB
Market Street and Walnut Street Sidewalk and Paving Project

4/25/2016

23	02775	7' WIDE SIDEWALK (6" THK) INCLUDING EXCAVATION, REINFOREMENT, SAND BEDDING, JOINTS, COMPLETE IN PLACE	SF	110	\$ 6.70	\$ 737.00	\$ 5.00	\$ 550.00	\$ 8.57	\$ 942.70	\$ 7.96	\$ 875.60	\$ 7.18	\$ 789.43	\$ 5.00	\$ 875.60	\$ 8.57	\$ 942.70
24	02775	CONCRETE WHEELCHAIR RAMP , INCLUDING TRUNCATED DOME PAVER, COMPLETE IN PLACE	SF	240	\$ 22.00	\$ 5,280.00	\$ 10.00	\$ 2,400.00	\$ 30.00	\$ 7,200.00	\$ 7.96	\$ 1,910.40	\$ 15.99	\$ 3,836.80	\$ 7.96	\$ 1,910.40	\$ 30.00	\$ 7,200.00
TOTAL BASE UNIT PRICES - PAVING ITEMS						\$ 55,046.00		\$ 49,190.00		\$ 89,890.24		\$ 138,260.50		\$ 92,446.91		\$ 83,663.54		\$ 144,487.20
B4. BASE UNIT PRICE TABLE - STORM SEWER ITEMS																		
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
25	02314	SWALE EXCAVATION ON WALNUT, COMPLETE IN PLACE	LF	360	\$ 3.00	\$ 1,080.00	\$ 10.00	\$ 3,600.00	\$ 2.83	\$ 1,018.80	\$ 17.45	\$ 6,282.00	\$ 10.09	\$ 3,633.60	\$ 2.83	\$ 360.00	\$ 17.45	\$ 6,282.00
26	02084	SIDEWALK DRAINS ALONG MARKET STREET, COMPLETE IN PLACE	EA	4	\$ 70.00	\$ 280.00	\$ 200.00	\$ 800.00	\$ 2,269.29	\$ 9,077.16	\$ 1,000.00	\$ 4,000.00	\$ 1,156.43	\$ 4,625.72	\$ 200.00	\$ 4.00	\$ 2,269.29	\$ 9,077.16
TOTAL BASE UNIT PRICES - STORM SEWER ITEMS						\$ 1,360.00		\$ 4,400.00		\$ 10,095.96		\$ 10,282.00		\$ 8,259.32		\$ 364.00		\$ 15,359.16
B5. BASE UNIT PRICE TABLE - MISCELLANEOUS ITEMS																		
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
27	2086	GV BOX VERTICAL ADJUSTMENTS	EA	2	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00	\$ 303.20	\$ 606.40	\$ 500.00	\$ 1,000.00	\$ 351.07	\$ 702.13	\$ 250.00	\$ 606.40	\$ 500.00	\$ 1,000.00
28	2086	WM BOX VERTICAL ADJUSTMENT	EA	1	\$ 75.00	\$ 75.00	\$ 250.00	\$ 250.00	\$ 303.20	\$ 303.20	\$ 1,000.00	\$ 1,000.00	\$ 517.73	\$ 517.73	\$ 250.00	\$ 303.20	\$ 1,000.00	\$ 1,000.00
29	2086	SANITARY SEWER MH VERTICAL ADJUSTMENT	EA	1	\$ 200.00	\$ 200.00	\$ 350.00	\$ 350.00	\$ 303.20	\$ 303.20	\$ 1,000.00	\$ 1,000.00	\$ 551.07	\$ 551.07	\$ 303.20	\$ 303.20	\$ 1,000.00	\$ 1,000.00
TOTAL BASE UNIT PRICES - MISCELLANEOUS ITEMS						\$ 475.00		\$ 1,100.00		\$ 1,212.80		\$ 3,000.00		\$ 1,770.93		\$ 1,212.80		\$ 3,000.00
TOTAL BASE UNIT PRICES						\$ 73,833.00		\$ 88,775.00		\$ 129,256.05		\$ 165,562.50		\$ 127,864.52		\$ 98,647.39		\$ 191,516.36
C. EXTRA UNIT PRICES FOR:																		
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
30	02318	EXTRA HAND EXCAVATION	CY	125	\$ 25.00	\$ 3,125.00	\$ 25.00	\$ 3,125.00	\$ 25.00	\$ 3,125.00	\$ 25.00	\$ 3,125.00	\$ 25.00	\$ 3,125.00	\$ 25.00	\$ 3,125.00	\$ 25.00	\$ 3,125.00
31	02318	EXTRA MACHINE EXCAVATION	CY	125	\$ 30.00	\$ 3,750.00	\$ 30.00	\$ 3,750.00	\$ 11.04	\$ 1,380.00	\$ 30.00	\$ 3,750.00	\$ 23.68	\$ 2,960.00	\$ 11.04	\$ 1,380.00	\$ 30.00	\$ 3,750.00
32	02318	EXTRA BANK SAND BACKFILL	CY	125	\$ 18.00	\$ 2,250.00	\$ 18.00	\$ 2,250.00	\$ 33.35	\$ 4,168.75	\$ 18.00	\$ 2,250.00	\$ 23.12	\$ 2,889.58	\$ 18.00	\$ 2,250.00	\$ 33.35	\$ 4,168.75
33	02321	EXTRA CEMENT-STABILIZED SAND	CY	125	\$ 22.00	\$ 2,750.00	\$ 22.00	\$ 2,750.00	\$ 53.63	\$ 6,703.75	\$ 22.00	\$ 2,750.00	\$ 32.54	\$ 4,067.92	\$ 22.00	\$ 2,750.00	\$ 53.63	\$ 6,703.75
34	02711	EXTRA TYPE 'D' HMAC ASPHALT FOR PAVEMENT	TON	125	\$ 75.00	\$ 9,375.00	\$ 75.00	\$ 9,375.00	\$ 158.95	\$ 19,868.75	\$ 75.00	\$ 9,375.00	\$ 102.98	\$ 12,872.92	\$ 75.00	\$ 9,375.00	\$ 158.95	\$ 19,868.75
35	02771	EXTRA 6" CONCRETE CURB	LF	75	\$ 3.00	\$ 225.00	\$ 6.00	\$ 450.00	\$ 5.26	\$ 394.50	\$ 3.00	\$ 225.00	\$ 4.75	\$ 356.50	\$ 3.00	\$ 225.00	\$ 6.00	\$ 394.50
36	02922	EXTRA SODDING	SY	350	\$ 3.00	\$ 1,050.00	\$ 3.00	\$ 1,050.00	\$ 5.21	\$ 1,823.50	\$ 3.00	\$ 1,050.00	\$ 3.74	\$ 1,307.83	\$ 3.00	\$ 1,050.00	\$ 5.21	\$ 1,823.50
TOTAL EXTRA UNIT PRICES						\$ 22,525.00		\$ 22,750.00		\$ 37,464.25		\$ 22,525.00		\$ 27,579.75		\$ 20,155.00		\$ 39,834.25
B1. SITE PREPARATION AND EARTHWORK ITEMS: B2. SWPPP AND SQMP ITEMS B3. PAVING ITEMS B4. STORM SEWER ITEMS B5. BASE UNIT PRICE TABLE - MISCELLANEOUS ITEMS C. EXTRA UNIT PRICES FOR:																		
							\$ 14,570.00	\$ 25,650.00		\$ 22,836.25		\$ 10,580.00		\$ 19,688.75		\$ 10,561.25		\$ 22,855.00
							\$ 2,382.00	\$ 8,435.00		\$ 5,220.80		\$ 3,440.00		\$ 5,698.60		\$ 2,845.80		\$ 5,815.00
							\$ 55,046.00	\$ 49,190.00		\$ 89,890.24		\$ 138,260.50		\$ 92,446.91		\$ 83,663.54		\$ 144,487.20
							\$ 1,360.00	\$ 4,400.00		\$ 10,095.96		\$ 10,282.00		\$ 8,259.32		\$ 364.00		\$ 15,359.16
							\$ 475.00	\$ 1,100.00		\$ 1,212.80		\$ 3,000.00		\$ 1,770.93		\$ 1,212.80		\$ 3,000.00
							\$ 22,525.00	\$ 22,750.00		\$ 37,464.25		\$ 22,525.00		\$ 27,579.75		\$ 20,155.00		\$ 39,834.25
							\$ 96,358.00	\$ 111,525.00		\$ 166,720.30		\$ 188,087.50		\$ 155,444.27		\$ 118,802.39		\$ 231,350.61

NOTE: Values shown in red indicate corrected math error on bid form submitted.



GUNDA CORPORATION

Engineers, Planners & Managers

April 25, 2016

City of Tomball
Public Works Building
501 James Street
Tomball, TX 77375

Attn: David Esquivel, P.E., Director of Public Works

Re: Recommendation of Award for
MARKET STREET AND WALNUT STREET SIDEWALK AND PAVING PROJECT
Project Bid No. 2016-13, E&P Project No. 2015-10007

Dear Mr. Esquivel:

We have reviewed the bid tabulation for bids received on the above referenced project. Our analysis shows that Site Work Contractors, LLC is the responsive low bidder. The bid submitted by Site Work Contractors, LLC shows no signs of imbalance or significant cause for concern and their Bid Bond, Statement of Residency, and Affidavit of Ownership or Control appear to be in conformance with the bidding requirement. Therefore, **we pose no objection to the recommendation of awarding the construction contract for MARKET STREET AND WALNUT STREET SIDEWALK AND PAVING PROJECT Project Bid No. 2016-13, E&P Project No. 2015-10007 to Site Work Contractors, LLC as the low bidder.**

Below is a summary of our full review of the bids received for the project.

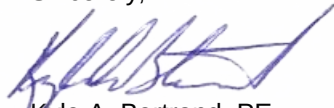
On April 21, 2016, a total of 3 bids were received and opened for the proposed project in accordance with the Notice to Bidders, as revised. Total Bid was utilized to establish the order of the bids and identification of apparent low bidder.

The three bidders and their Total Bids were:

Contractor	Bid Submitted
1) Site Work Contractors, LLC	\$ 111,525.00
2) ECB Development LP	\$ 166,720.30
3) Core Stone Construction Services	\$ 188,087.50

If you have any questions please do not hesitate to call.

Sincerely,



Kyle A. Bertrand, PE
Senior Project Manager

Enclosure: Project Bid Tabulation

6161 Savoy, Suite 550 • Houston, Texas 77036
(P) 713.541.3530 • www.gundacorp.com

Document 00520

AGREEMENT

Project: Market Street and Walnut Street Sidewalk and Paving

Project Location: Market Street and Walnut Street, Tomball, TX (Key Map No. 288 H)

Project Bid No: 2016-13

E&P Project No: 2015-10007

The City: The City of Tomball, County of Harris, Texas (the "City")

and

Contractor: Site Work Contractors, LLC

(Address for Written Notice) 1 Water Way Avenue, Suite 1419, The Woodlands, Texas 77380

Fax Number: _____

City Engineer is: David Esquivel, PE

(Address for Written Notice) 501 James Street, Tomball, Texas 77375

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

00520-1
06-16-2011

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$111,535.00, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Not Applicable

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

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06-16-2011

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

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06-16-2011

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [N/A]

Addendum No. 2, dated [N/A]

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

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06-16-2011

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____

City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

City Secretary

Date: _____

END OF DOCUMENT

00520-5
06-16-2011

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 2, 2016

Topic:

Award Contract for Project No. 2016-17 for the Purchase of Two (2) Work Trucks, in the Amount of \$54,670.00 to Caldwell Country

Background:

In an effort to obtain the most favorable pricing, sealed bids were solicited for the purchase of two (2) Work Trucks for the City of Tomball Public Works Street/ Parks Department. Bid packets were available at the Public Works Administration Building or could be electronically delivered by request. A total of nine vendors requested the bid packages and upon submission one qualified bid was received.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding contract to Caldwell Country for the model bid in the amount of \$54,670.00 for both work trucks; staff has determined this to be the best value for the City as well a reputable company with previous experience with the City.

Funding:

Yes

Account Number:100-153-6998 & 100-154-6998

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

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

Bid Tabulation

Bid Number 2016-17 - Two (2) Work Trucks
Bid Tabulation

Company: Caldwell Country

Description: 2016 Fleet Chevrolet Silverado 2500 HD 2WD Crew Cab

Specs/Model Submitted	Price (each)	Delivery & Associated Cost	Total Bid
Yes	\$27,355.00	Included	\$54,670.00

Company: Sam Pack Five Star Ford - DISQUALIFIED NO SPECS SUBMITTED

Description: UNKNOWN

Specs/Model Submitted	Price (each)	Delivery & Associated Cost	Total Bid
NO	\$26,905.00	\$425.00	\$54,235.00

Company: Sam Pack Five Star Ford - DISQUALIFIED NO SPECS SUBMITTED

Description: UNKNOWN

Specs/Model Submitted	Price (each)	Delivery & Associated Cost	Total Bid
NO	\$27,075.50	\$425.00	\$54,576.00

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 2, 2016

Topic:

Approve Resolution No. 2016-08, a Resolution of the City Council of the City of Tomball, Texas, Sponsoring the July 4th Celebration, to be held in Tomball on Monday, July 4, 2016, Closing State Highway Business 249 from Hicks Street to the North Entrance to the Kroger Parking Lot from 3:00 PM until 11:00 PM, and Authorizing the City Manager to issue a Letter to TxDOT Requesting the Closure of the Designated Portion of State Highway Business 249

Background:

For the past several years, the City's July 4th Celebration Event has been held on Business SH 249 to consolidate all of the activities associated with the event. The event has proven to be very successful, not only to the attendees but also to those restaurant businesses and other vendors. The event now features live bands on a stage, numerous games for kids, food, fun and is culminated with a fireworks show.

Resolution No. 2016-08 will approve closure of Business SH 249, between approximately Hicks and Keefer, for the annual July 4th Celebration Event and will authorize the Mayor and City Manager to execute documents related thereto. The roadway will be closed between 2:00 p.m. and approximately midnight on July 4th.

Origination:

Fire Department

Recommendation:

Staff recommends approval

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

Doris Speer, City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Resolution No. 2016-08

TxDOT Application

RESOLUTION NO. 2016-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, SPONSORING THE *JULY 4TH CELEBRATION*, TO
BE HELD IN TOMBALL ON MONDAY, JULY 4, 2016, CLOSING STATE
HIGHWAY BUSINESS 249 FROM HICKS STREET TO THE NORTH
ENTRANCE TO THE KROGER PARKING LOT FROM 3:00 PM UNTIL
11:00 PM., AND AUTHORIZING THE CITY MANAGER TO ISSUE A
LETTER TO TxDOT REQUESTING THE CLOSURE OF THE
DESIGNATED PORTION OF STATE HIGHWAY BUSINESS 249**

* * * * *

WHEREAS the City of Tomball annually provides a *July 4th Celebration* for the enjoyment of its citizens and the surrounding community, with a fireworks display under the direction of the Tomball Fire Department; and

WHEREAS the *July 4th Celebration* provides a unique opportunity to showcase Tomball's many attractions and encourage citizens to enjoy the festivities and sales offered by local merchants in Tomball on July 4th; and

WHEREAS the *July 4th Celebration* has become one of the most popular fireworks displays, drawing people from surrounding areas including Magnolia, Spring, Houston and The Woodlands; and

WHEREAS the *July 4th Celebration* plans include many activities sponsored during the day by the Tomball Fire Department and the Tomball Police Department, including a block party; and

WHEREAS the City of Tomball desires and requests the closure of the following portion of State Highway 249 on Monday, July 4, 2016, from 3:00 pm to 11:00 pm;

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the *July 4th Celebration* as a safe July 4th holiday for its citizens and the surrounding community.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 2ND DAY OF MAY 2016.

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Tomball, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Business State Highway 249, in Tomball, Harris County; and

WHEREAS, the local government has requested the temporary closure of Business State Highway 249 from the 28800 block to the 29200 block for the purpose of the City of Tomball 4th of July Celebration, from July 4, 2016 at 2:00 p.m. to July 4th, 2016 at 12:00 (midnight) as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 2nd day of May, 2016, the Tomball City Council passed Resolution No. 2016-08, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Tomball George Shackelford, City Manager 401 Market Tomball, TX 77375	Texas Department of Transportation <u>Michael W. Alford, P.E.</u> <u>P.O. Box 1386</u> <u>Houston, Texas 77251-1386</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF TOMBALL_____

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title George Shackelford _____
City Manager _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____

Regular City Council

Agenda Item

Meeting Date: May 2, 2016

Data Sheet

Topic:

Authorize the City Manager to Request that Harris County Commissioners Court Enter into an Interlocal Agreement with the City of Tomball for Harris County to Provide Contingency Debris Removal Services to the City of Tomball in the Event of a Disaster Incident

Background:

The City of Tomball had executed an agreement with Harris County on September 19, 2014 that was approved by Commissioners Court on October 28, 2014. The Agreement that, when requested, the County would provide the City of Tomball with resources from a third party contractor working under a master contract with Harris County to remove and dispose of storm debris from the City in the event of a large scale disaster incident. The Agreement contains provision that the contract "will remain in effect from the date of execution by both parties". This Agreement was entered into to be in compliance with FEMA regulations applicable as of the Agreement date. I feel comfortable that this inter-local agreement will pass the test under the FEMA reimbursement guidelines and that the City will be able to recover a portion of the costs associated with the debris removal.

To activate the Agreement, a written request from the City to the County that identifies the event(s) (April 17/18 rain/flooding event in Northwest Harris County) that creates the necessity for the services, than anticipate locations within the City where the services would be needed and the anticipated duration the services would be required. We have requested a schedule of charges under the current debris removal contract and will provide it as soon as it is received.

Origination:

City Manager

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

2014 ILA between Harris County and City of Tomball
Purchase Order to Tomball from Harris County

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF
TOMBALL**

This Interlocal Agreement (“Agreement”), entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is made and entered into by and between **Harris County** (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the **City of Tomball** (the “City”), a home-rule municipality under the laws of the State of Texas, acting by and through its City Council. The County and City are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

The City desires to increase its available options at acquiring access to debris removal services from within its corporate limits (the “Services”).

The County is willing to endeavor to provide the City the ability to access debris removal services by directly providing the Services for certain limited periods the County later authorizes.

Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Texas Government Code, 791, *et seq.*) providing for the cooperation between local governments, the Parties hereto, mutually agree to the following:

Terms

I.

The County will endeavor to provide the City the ability to access debris removal services (the “Services”) by directly providing the Services for certain limited periods authorized by the County, as provided herein. The City understands and agrees that the County currently has in place agreements with multiple contractors to provide debris removal services to the County (“Debris Contracts”), which the County may use to perform the Services.

II.

In the event the City desires to acquire the Services from the County, the City shall send a request to the County in writing identifying the event(s) creating the necessity for the Services, the anticipated location within the City the Services are needed and the anticipated duration the Services will be required.

III.

The City understands and agrees, said understanding and agreement being of the absolute essence of this Interlocal Agreement, that the County is not obligated to provide the Services and that the County may, at the sole discretion of the County, deny a request from the City for the Services.

IV.

The City understands and agrees that the County, upon approving a request from the City, shall select the Debris Contract(s) under which the Services will be provided. The City understands and agrees that the County may enter into multiple Debris Contracts with one or more contractors and that the County does not guarantee the Services will be provided under any particular Debris Contract(s) or that any particular contractor(s) or subcontractor(s) will be assigned to perform the Services. The selection of the Debris Contract and assignment of contractor to perform Services is at the sole discretion of the County.

V.

In the event the County provides the Services to the City, the City agrees to pay the County for the cost of the Services, including but not limited to the price charged by any contractor then under contract with the County. Under some circumstances the County may be entitled to and may receive reimbursement for a portion or the entire cost of the Services provided from certain third parties, including but not limited to State or Federal entities. To the extent the County receives any reimbursement allocated to the Services provided to the City, such amount shall be included in any relevant invoice to the City and shall be deducted from the total amount the City owes the County.

VI.

No later than the 90th day after Services are performed under this Agreement, the County shall submit an invoice to the City. Each invoice shall include a description of the Services provided, the total cost and any reimbursement the County has received or anticipates receiving in the future for the actual Services provided to the City. Supporting documentation as mutually agreed upon will be supplied. The County shall maintain auditable records verifying each service or item and the dates provided. The County shall warrant that all billing data submitted is complete and truthful. The City will review each invoice and statement and modify it as necessary and appropriate and, thereafter, forward the same to the appropriate official, for payment. Should the either Party determine that any incorrect payment has been made for any reason whatsoever, either Party may request from the other Party a correction to reconcile the incorrect payment to an appropriate amount. Within 90 days of a receipt of a request for reconciling an incorrect payment amount, the Parties shall come to an agreement defining the correct payment amount and the method the Parties have agreed to implement to reconcile this amount.

VII.

This Agreement shall be in effect from and after the date of execution by both Parties. Either party may terminate this agreement upon 30 days notice, provided that such termination shall not affect the City's obligations in regard to debris removal conducted by the County prior to termination.

VIII.

Payments under this Agreement shall be made from current funds.

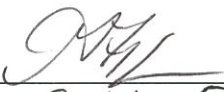
IX.

The terms of this Agreement supersede any previous agreement between the parties to the extent that such agreement would apply to the Services contemplated herein.

IN WITNESS WHEREOF, the instrument has been executed on behalf of Harris County, Texas, by a duly authorized representative of Harris County, Texas, and on behalf of the City by a duly authorized representative.

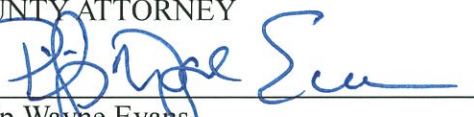
CITY OF TOMBALL

HARRIS COUNTY

By 
Name: Gretchen Fagan
Title: Mayor
Date: 9-29-14

By: 
ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: 
Philip Wayne Evans
Assistant County Attorney
C.A. File 14GEN1114

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of OCT 28 2014, 2014 with the following members present, to-wit:

Ed Emmett
El Franco Lee
Jack Morman
Steve Radack
R. Jack Cagle

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4

and the following members absent, to-wit: NONE,
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND THE CITY OF TOMBALL**

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Cagle seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Cagle	☒	☐	☐

Recitals

1. The City desires to increase its available options at acquiring access to debris removal services from within its corporate limits (the "Services").
2. The County is willing to endeavor to provide the City the ability to access debris removal services by directly providing the Services for certain limited periods the County later authorizes.

Presented to Commissioner's Court

OCT 28 2014

APPROVE

LIC

Recorded Vol

Page 5 of 23

3. Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Texas Government Code, 791, *et seq.*) providing for the cooperation between local governments, the Parties hereto, mutually agree to the following:

Now, therefore, be it Ordered by the Commissioners Court of Harris County:

1. That the recitals are true and correct.
2. That Harris County Judge Ed Emmett be, and is hereby, authorized to execute for and on behalf of Harris County an Interlocal Agreement with the City of Tomball, to endeavor to provide the City the ability to access debris removal services by directly providing the Services for certain limited periods the County later authorizes; as authorized by the Interlocal Cooperation Act, Tex. Gov't Code Ann. § 791; for a term beginning upon Commissioners Court approval and with Harris County being reimbursed for the costs the County incurs during any limited period debris removal services are provided, as described in the Interlocal Agreement. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

HARRIS COUNTY

Public Infrastructure Department
Architecture & Engineering Division

10555 Northwest Frwy., Suite 120
Houston, Texas 77092
(713) 956-3000 (Main)

November 6, 2014

Chief Randall F. Parr
1200 Rudel
Tomball, TX 77375

SUBJECT : Interlocal Agreement between Harris County and the City of Tomball for Debris Removal Services

Dear Chief Parr,

Please find the enclosed original executed interlocal agreement between Harris County and the City of Tomball for debris removal services. Let me know if you have any questions or concerns.

Sincerely,

James Trammell
Harris County PID
10555 Northwest Freeway, Suite 120
Houston, TX. 77092
(713) 956-3059
James.trammell@hcpid.org

HARRIS COUNTY

Public Infrastructure Department
Architecture & Engineering Division

1001 Preston, 7th Floor
Houston, Texas 77002
(713) 755-5370

October 15, 2014

Honorable County Judge
& Commissioners

Attention: Commissioner R. Jack Cagle

SUBJECT: Recommendation by the Director of Architecture and Engineering that the Harris County Judge be Authorized to Execute an Interlocal Agreement with City of Tomball to Provide Access to Debris Removal Services to the City for Certain Limited Periods Authorized by the County at the Sole Discretion of the County, Precinct 4

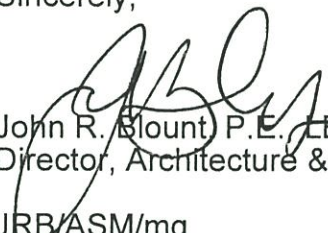
Dear Court Members:

Transmitted for your consideration is an Interlocal Agreement to be entered into by and between Harris County and City of Tomball.

This Agreement has been reviewed and approved as to form by the County Attorney's Office and executed by the City of Tomball.

Therefore, it is recommended that the County Judge execute this Agreement on behalf of Harris County and that the County Clerk return three (3) fully executed originals to this office for further handling.

Sincerely,


John R. Blount, P.E., LEED AP
Director, Architecture & Engineering

JRB/ASM/mg
Attachments

cc: Commissioner R. Jack Cagle
Cheryl Guenther
Pamela Rocchi
Bill Lee
Cindy Mayfield
Arthur L. Storey, Jr.
Janice Maaskant, 

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Cagle	☒	☐	☐

Mark D. Ables
Joshua Stuckey
Alisa Max
James Trammell
Central File

us- org letter + 1 org Asmt

Eng- copy letter + 2 org Asmt

Comm pmt 4- copy

Arch- copy

Rec'd 3 org Asmt

Lance- copy

Presented to Commissioner's Court

OCT 28 2014

APPROVE 
Recorded Vol _____ Page _____



PURCHASE ORDER

PURCHASE ORDER NO. P251742	REQUEST NO. R446932
DATE 08/05/2015	CONTRACT NO.

VENDOR:

CITY OF TOMBALL
FIRE DEPARTMENT
1200 RUDEL
TOMBALL, TX 77375

ORGANIZATION NAME:

General Administrative

SHIP TO:

HC OFFICE OF EMERGENCY MANAGEMENT
ATTN MARK SLOAN
6922 OLD KATY ROAD
HOUSTON, TX 77024

FOR QUESTIONS, CONTACT:

SUE ARREDONDO
SUArredondo@pur.hctx.net
(713) 274-4401

BILL TO:

HARRIS COUNTY AUDITOR
c/o ACCOUNTS PAYABLE
1001 PRESTON, SUITE 800
HOUSTON, TEXAS 77002
713-274-5668
VendorInvoices@hctx.net

All vendors doing business with Harris County should provide the Taxpayer Identification Number or Social Security Number as applicable. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
0001	1.00	LOT	INTERLOCAL (MUTUAL AID) AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF TOMBALL FOR UTILIZATION OF EACH AGENCY'S RESOURCES AS NECESSARY FOR PROMPT AND EFFICIENT RESCUE, CARE, AND TREATMENT OF PERSONS VICTIMIZED OR THREATENED BY DISASTER.	1.00	1.00

ALL IN ACCORDANCE WITH AGREEMENT WHICH IS
HERE REFERRED TO AND MADE A PART HEREOF AS
IF ATTACHED.

AGREEMENT APPROVED IN COMMISSIONERS COURT
OCTOBER 14, 2014

FOR QUESTIONS/CONCERNS, PLEASE CONTACT HARRIS
COUNTY HOMELAND SECURITY & EMERGENCY
MANAGEMENT AT 713-881-3100.

PLEASE ALLOW FOR PARTIAL PAYMENTS

NOT VALID, UNLESS APPROVED BY THE HARRIS COUNTY PURCHASING AGENT. OFFEROR
MAY BE REQUIRED TO ENTER A BUSINESS ASSOCIATE AGREEMENT PURSUANT TO HIPAA.
ISSUANCE OF THIS PURCHASE ORDER IS CERTIFICATION BY THE HARRIS COUNTY AUDITOR
THAT FUNDS, IN THE AMOUNT OF THE PURCHASE ORDER TOTAL, ARE AVAILABLE.

HARRIS COUNTY TERMS AND CONDITIONS ARE LOCATED AT
[HTTP://WWW.HARRISCOUNTYTX.GOV/PURCHASING/](http://WWW.HARRISCOUNTYTX.GOV/PURCHASING/)
COUNTY AUDITOR'S FORM 3501 (REV. 01/11)

PURCHASE ORDER TOTAL	\$1.00
-------------------------	--------

Delight Doplauf
HARRIS COUNTY PURCHASING AGENT



COUNTY JUDGE ED EMMETT
DIRECTOR

October 14, 2014

AGENDA LETTER

Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002

Dear Commissioners:

The following item is recommended for the October 14, 2014, Commissioners Court agenda:

The Harris County Office of Homeland Security & Emergency Management requests approval of the attached Mutual Aid Agreement (MAA) between Harris County and the City of Tomball. This agreement conforms to the template MAA approved by Commissioners Court on June 10, 2014. The new template was created to be pursuant to the Texas Government Code.

This agreement offers the mechanism to provide or receive emergency assistance, police protection services, public health and welfare service, planning, administration and other governmental functions to or from other governmental entities as authorized by the County Judge or other designated Harris County officials. The mutual aid procedure is adopted to better coordinate mutual aid requests and responses and to adequately fund reimbursement to other entities for mutual aid received.

Sincerely,

Mark Sloan
Emergency Management Coordinator

MTS/alg

Attachments: Mutual Aid Agreement, Resolution, and Ordinance: Tomball

Presented to Commissioners' Court

OCT 14 2014

APPROVE C/L
Recorded Vol. _____ Page _____

R4416932

INTERLOCAL MUTUAL AID AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of Tomball, Texas ("Entity"), acting by and through its governing body, and Harris County, Texas, acting by and through its governing body, Harris County Commissioners Court. This Agreement is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 418 of the Texas Government Code (the Texas Disaster Act of 1975) to the extent it applies to this Agreement. This Agreement does not apply to "law enforcement assistance" provided, or "mutual aid law enforcement task forces" created, under Chapter 362 of the Texas Local Government Code.

RECITALS:

The Parties hereto recognize the vulnerability of the people, communities and schools to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action, and other emergencies.

The full and effective utilization of the resources available to Entity and Harris County is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as Entity and Harris County. Chapter 791 authorizes such entities to contract for emergency assistance, section 791.27; governmental functions and services, section 791.011, including police protection and detention services; public health and welfare; planning; administrative functions; and, other governmental functions in which the contracting entities are mutually interested, section 791.003(3), such as those provided in chapter 418 of the Texas Government Code.

Section 418.107(c) of the Texas Government Code provides that a political subdivision may render aid to other subdivisions under mutual aid agreements.

The Parties hereto desire to enter into an agreement to provide mutual aid consistent with the mutual aid and emergency assistance plans approved by their governing body.

NOW, THEREFORE, Entity and Harris County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

If Entity is a county or incorporated city, both Entity and Harris County shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement. If Entity is an independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's chief, highest ranking officer, or Emergency Management Coordinator, as applicable, shall take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each Party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid and emergency assistance. If Entity is a county or incorporated municipality, Entity shall have an approved Emergency Management Program as defined by the Texas Division of Emergency Management.

This Agreement shall apply to the dispatch of emergency service responses by either or both Parties in response to a disaster as that term is defined in section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger number than are locally available in order to reduce, counteract, or remove the danger caused by the incident. This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties including the staffing and equipping of emergency operations, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, recover from, or prevent the occurrence of any disaster.

In carrying out emergency management plans and programs, the Parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith.
- Shutting off water mains, gas mains, and electric power connections, and the suspension of all other utility services.
- Selection of all materials, equipment or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either Party hereto.
- The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic prior to, during, and subsequent to exercises or disasters.
- The safety of public meetings or gatherings.

As further set forth below, each Party shall coordinate the emergency responses within its scope of responsibility under this Agreement.

Either Party, when requested to provide mutual aid or emergency assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof, provided however, the Party rendering aid (the "Responding Party") to the Party receiving assistance (the "Requesting Party") may withhold resources to the extent necessary to provide other necessary governmental functions for itself.

When a request for emergency assistance is received, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their emergency responses and resources through the emergency management authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party's normal emergency service area.

If Entity is a county with an Emergency Management Coordinator, each request for mutual aid assistance shall be made through the Emergency Management Coordinator of the Requesting Party to the Emergency Management Coordinator of the Responding Party.

If Entity is an incorporated municipality without an Emergency Management Coordinator, independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's requests for mutual aid assistance shall be made through Entity's chief or highest ranking officer to Harris County's Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable. Harris County's requests for mutual aid assistance shall be made through its Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable to Entity's chief or highest ranking officer.

In the event of rapidly developing emergencies occurring within the jurisdiction of the Requesting Party and near the Responding Party's boundary, the Responding Party's law enforcement and/or emergency responders will respond as they are able, without the prior request of the Requesting Party, as provided by applicable law. The Responding Party's emergency response units will establish control of the scene. The Responding Party and staff representing other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs. The Responding Party's resources will remain on the scene as needed. In such event this Agreement shall be in effect.

When mutual aid assistance will be provided for more than 12 consecutive hours, the Requesting Party shall, prior to the expiration of the 12th hour, confirm in writing to the Responding Party that the Requesting Party desires continued mutual aid assistance from the Responding Party. Notwithstanding the above, if, due to the nature of the emergency, disaster, or other condition requiring mutual aid, the Requesting Party cannot confirm its request for continued mutual aid assistance before the expiration of the 12th hour, the written request must be sent as soon as practicable, but in all cases, within 90 days of the verbal request.

III.

Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits including, but not limited to, health, workers' compensation, disability, death, and/or dismemberment insurance for the other Party's employees, contractors, vendors, or other workers. Nothing in this Agreement shall be construed as making either Party responsible for the payment of property, motor vehicle, or other insurance, on the other party's equipment, buildings, supplies, or other property or assets.

IV.

Notwithstanding Section III of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds 12 consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first 12 hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that, in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov/schedule-equipment-rates>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed 12 consecutive hours or (b) for assistance provided during the initial 12 hours of the response.

Each Party hereto agrees to comply with such statutory and constitutional provisions, or other contracts, rules, regulations, ordinances, guidelines, procedures, or conventions, as apply to it with regard to the appropriation of funds for the payment of contractual obligations. Each Party hereto understands and acknowledges, that funds for the payment of Harris County's obligations inuring under or out of this Agreement, irrespective of the nature thereof, are available to the extent such funds are appropriated by Order of Harris County Commissioners Court, and certified as provided by law, by the Harris County Auditor, as available from current funds set aside in the annual budget in which the expenditures are incurred before expenditure of such funds. It shall be the responsibility of each Responding Party to assure itself that sufficient funds have been allocated to pay for the services provided. In the event Harris County fails to appropriate sufficient funds to perform its obligations arising out of or in relation to this Agreement, Entity acknowledges and agrees that its sole and exclusive remedy is to terminate participation in this Agreement.

The Responding Party is responsible for the work it performs under this Agreement. No later than the 90th day after services are performed under this Agreement, the Responding Party shall submit an invoice to the Requesting Party. Supporting documentation as mutually agreed upon

will be supplied. The Responding Party shall maintain auditable records verifying each service or item and the dates provided. The Responding Party shall warrant that all billing data submitted is complete and truthful. The Requesting Party will review each invoice and statement and modify it as necessary and appropriate and, thereafter, forward the same to the appropriate official, in the case of Harris County to the Harris County Auditor, for payment. Requesting Party reserves the right to withhold payment of any questionable charges or expenses, including, but not limited to, any charges in excess of the rate set by FEMA for the substantially same service or item. Should the Requesting Party determine that any payment has been made to a Responding Party in excess or in error for any reason whatsoever, Requesting Party may recoup from the Responding Party the amount made in excess or in error. Within 90 days of receipt of a request for repayment of an amount made in excess or in error, the overpaid Party shall return the amount paid in excess or in error.

V.

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, neither the terms of Section III and Section IV, nor any other provision in this Agreement, shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

Pursuant to section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a homeland security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder.

If the equipment is damaged or destroyed, the owner may seek recovery through insurance acquired by the owner, reimbursement as set forth in Section IV, or through any other resources available to the owner.

VI.

This Agreement shall terminate on the last day of February of each year and shall automatically renew for a one-year term, subject to continued funding and certification of funds as referenced in Section IV, unless the governing body of either Party gives notice received no later than the preceding December 1 of its desire to terminate the agreement. Unless notice of termination is received by December 1, the agreement shall continue in force and remain binding subject to funding and certification as referenced in Section IV. Notwithstanding the above, the Emergency Management Coordinator of Harris County may suspend the operation of this agreement at any time during a term upon notice to the other party.

VII.

Except as otherwise provided in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a

wrapper with the proper postage affixed and duly certified, return-receipt requested, in a United States post office, addressed to a Party at the following addresses.

To Harris County: Harris County Commissioners Court
1001 Preston, Suite 911
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:
Harris County Office of Homeland Security & Emergency
Management
6922 Old Katy Road
Houston, Texas 77024
Attention: Emergency Management Coordinator

To ~~City of Tomball~~

Tomball Fire Department
1200 Rudel
Tomball, Texas 77375
Attention: Chief Randall E. Parr, EFO, CFO, MIFireE

Either Party may designate a different address by giving the other Party ten days' written notice.

VIII.

The Parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

The presiding officer of the governing body of each Party to this Agreement shall notify the Harris County Office of Homeland Security and Emergency Management (the "Office") of the manner in which the Party is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information that the Office requires. The person so designated shall accomplish training prescribed by the Office where applicable.

X.

This Agreement should be construed in a manner consistent with the Texas Disaster Act of 1975, chapter 418 of the Texas Government Code, and the Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as they may hereafter be amended. As used in this Agreement, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Harris County, Texas.

XII.

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements.

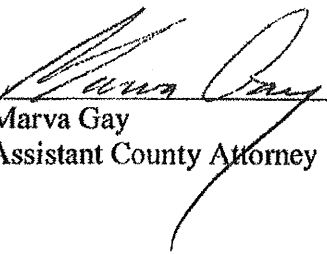
XIII.

This Agreement replaces and terminates any previous existing mutual aid agreement for like services entered into by the same Parties.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of the City of Tomball, Texas by an authorized representative of the City of Tomball, Texas.

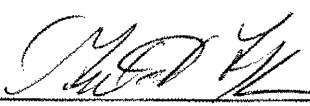
APPROVED AS TO FORM
VINCE RYAN
Harris County Attorney

HARRIS COUNTY

By: 
Marva Gay
Assistant County Attorney

By: 
ED EMMETT
County Judge
Date Signed: OCT 14 2014

CITY OF TOMBALL

By: 
Print Name: Gretchen Fagan
Title: Mayor
Date Signed: September 8, 2014

ORDINANCE NO. 2014-23

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, ESTABLISHING AN EMERGENCY MANAGEMENT PROGRAM BY AMENDING CHAPTER 22, EMERGENCY MANAGEMENT, BY DELETING CHAPTER 22 IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 22, EMERGENCY MANAGEMENT; ESTABLISHING PROGRAM RESPONSE AND RECOVERY PHASE OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF TOMBALL; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTRIES AND FOR RELATED PURPOSES; REPEALING ORDINANCE NO. 92-16, PASSED, APPROVED AND ADOPTED ON OCTOBER 19, 1992; PROVIDING FOR SEVERABILITY; AND MAKING OTHER FINDINGS RELATED THERETO.

* * * * *

WHEREAS, the City Council of the City of Tomball finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a Comprehensive Emergency Management plan, and the means for its implementation, for the protection of lives and property of lives and property in the City of Tomball from natural or man-caused disasters or threat thereof is immediately essential; and

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation and implementation of such plans are now imperative; **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:**

Section 1. ORGANIZATION. There exists the office of Emergency Management Director of the City of Tomball, which shall be held by the Mayor in accordance with State Law.

- a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;
- b) The Director shall be responsible for a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this ordinance. He/she may delegate this responsibility but the authority for the execution of the powers and duties shall remain with the Director.
- c) The operational Emergency Management organization of the City of Tomball shall consist of the officers and the employees of the City so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the Emergency Management Plan.

Section 2. EMERGENCY MANAGEMENT DIRECTOR-POWERS AND DUTIES.

The duties and responsibilities of the Emergency Management Director shall include the following:

- a) Surveying actual or potential hazards that threaten life and property within the City and identifying and requiring or recommending the implementation of measures that would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- b) Supervision of the development and approval of an emergency management plan for the City of Tomball and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan.
- c) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of 7 days except by or with the consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- d) Issuance of necessary proclamations, regulations, or directives that is necessary for carrying out the purposes of this ordinance. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.
- e) Direction and control of the operations of the Emergency Management organization as well as the training of Emergency Management personnel.
- f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the City.

- g) Maintenance of liaison with other municipal, County, District, State, regional or federal Emergency Management organizations.
- h) Marshaling of all necessary personnel, equipment, or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.
- i) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representative of the State and of other local political subdivisions of the State, and the drafting and execution, if deemed desirable, of an agreement with the county in which said City is located and with other municipalities within the County, for the County-wide coordination of Emergency Management efforts.
- j) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions, which may be offered for the purpose of improving Emergency Management within the City.
- k) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
- l) Surveying the availability of existing personnel, equipment, supplies, and services which could be used during a disaster, as provided for herein.
- m) Other requirements as specified in the Texas Disaster Act (Chapter 418 of the Government Code).

Section 3. EMERGENCY MANAGEMENT PLAN. A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization; establish and designate divisions and functions; assign responsibilities, tasks, duties, and powers; and designate officers and employees to carry out the provisions of this ordinance. As provided by State law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofar as possible, the form of organization, titles, and terminology shall conform to the recommendations of the state Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this ordinance and have the effect of law during the time of a disaster.

Section 4. INTER-JURISDICTIONAL PROGRAM. The Mayor is hereby authorized to join with the County Judge of the County of Harris and the Mayors of the other cities in said County in the formation of an inter-jurisdictional emergency management program for the County of Harris, and shall have the authority to cooperate in the preparation of an inter-jurisdictional emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a County-wide program of emergency management insofar as said program may affect the City of Tomball.

Section 5. OVERRIDE. At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Section 6. LIABILITY. This ordinance is an exercise by the City of its governmental functions for the protection of the public peace, health, and safety and the City of Tomball, the agents and representatives of said City, any individual, receiver, firm, partnership, corporation, association, or trustee, and any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, regulation promulgated pursuant to the provisions of this ordinance shall, to the extent permitted by Texas and federal law as amended, be protected from liability for any damage sustained to persons as the result of said activity.

Section 7. COMMITMENT OF FUNDS. No person shall have the right to expand any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement, or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property.

Section 8. OFFENSES; PENALTIES. It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance.

- a) It shall likewise be unlawful for any person to wear, carry, or display any emblem, insignia, or any other means of identification as a member of the Emergency Management organization of the City of Tomball, unless authority to do so has been granted to such person by the proper officials.
- b) Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed one thousand dollars (\$1,000.00), or such maximum amount as is set by section 418.173(b) of the Texas Government Code, as amended.

Section 9. SEVERABILITY. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 10. LIMITATIONS. This ordinance shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

Section 11. REPEALER. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 12. City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Tex.Gov't. Code ch. 551.

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 18TH DAY OF AUGUST 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGS	<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 2ND DAY OF SEPTEMBER 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGS	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>



GRETCHEN FAGAN, Mayor

ATTEST:



DORIS SPEER, City Secretary

JOINT RESOLUTION

WHEREAS, the City of Tomball by City **ORDINANCE 2014-23**, and Harris County by Commissioners Court Order dated OCT 14 2014 have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, THE City and the County find that vulnerability to many potential hazards is shared by residents of the City of Tomball and the unincorporated portions of Harris County; and

WHEREAS, THE City and the County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

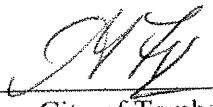
WHEREAS, the contemplated action is specifically authorized by the aforementioned **ORDINANCE** and Court Order;

THEREFORE, BE IT RESOLVED that there is hereby established the Harris County Emergency Management organization which shall consist of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify; and

BE IT FURTHER RESOLVED that this joint resolution will be reviewed and resubmitted every two years to be in compliance with the election of new mayors. The County or the City may terminate this resolution, with or without cause, prior to the expiration of the term set forth above, upon thirty (30) days prior written notice to the other party.

OCT 14 2014

RESOLVED this the 2nd day of September, 2014.



Mayor, City of Tomball

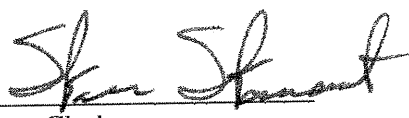


Harris County Judge **ED EMMETT**

ATTEST:



City Secretary



County Clerk **STAN STANART**

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Cagle	☒	☐	☐

Presented to Commissioners' Court

OCT 14 2014

APPROVE C/L

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Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 2, 2016

Topic:

Discussion regarding Chapter 42, Health and Sanitation, Regarding Regulation of Donation Containers

Background:

On April 15, 2013, Council adopted Ordinance No. 2013-04, amending the Code of Ordinances by adding a New Article VI titled "Donation Containers" to Chapter 42 "Health and Sanitation" regarding the definition of donation containers and regulating the permitting, location, and condition of donation containers.

A concern has been received regarding the Concordia Lutheran High School donation box, created by the student body to benefit Resale with a Purpose. The donation box was not permitted by the City and is in violation of Chapter 42.

Councilman Klein Quinn has requested consideration for a possible amendment to Chapter 42 to allow donation boxes built by/set up by students. Mayor Fagan requested a discussion item on the agenda to discuss possible resolutions.

One possibility might be amending Chapter 42 to allow student-body created donation boxes, if they are placed in a location that is not visible from a public roadway.

Origination:

Mayor Fagan

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