

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



MONDAY, DECEMBER 2, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, December 2, 2019 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor James Roberson, Hufsmith Church of Christ, Tomball

3.0 Pledges to U.S. and Texas Flags

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

5.0 Presentations:

- Lisa Coe – Presentation to **TOMAGWA** from the City of Tomball's **7th "Annual Paces for Pink" 5K Run**

- Brad Bartlett, Board Members of *Resale With A Purpose*, and Bruce Hillegeist – Donations to Tomball Fire Department and Tomball Police Department for the annual Christmas Programs
- Wesley Stolz – Presentation regarding the first **City of Tomball Leadership Academy Cohort**

6.0 Reports and Announcements

- December 7, 2019 – **“Deck the Depot” – a 2nd Saturday at the Depot Event**, 10:00 a.m.-3:00 p.m.
- December 13-15, 2019 – **Tomball German Christmas Market**
- December 24-25, 2019 – **Christmas Holidays** – City offices closed (Tuesday and Wednesday)
- January 1, 2020 – **New Year’s Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Presentation of the Quarterly Investment Report for Period Ending September 30, 2019. 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 at the end of the quarter, yield information, and weighted average maturities. On September 30, 2019, the City had total cash and cash equivalents in the amount of \$67,797,447.
 - Mike Baxter - Report on the Success of the **Annual Christmas Tree Lighting at The Depot**

7.0 Approve the Minutes of the November 18, 2019 Regular Tomball City Council Meeting

8.0 New Business:

- 8.1 Accept Donation of Harris County Assets Currently Utilized by the Tomball Police and Fire Departments
- 8.2 Approve Request by Rumble Cats Classic Car Club for Use of the Tomball Depot Area for the *4th Annual Rally in the Alley Car Show*, to be held on March 7, 2020
- 8.3 Approve Resolution No. 2019-47, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Annual Baseball Parade, to be held in Tomball on Saturday, March 21, 2020
- 8.4 Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments against Section Five and Six Properties in the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision), Established by City Council Resolution No. 2007-22
- 8.5 Adopt, on First Reading, Ordinance No. 2019-33, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Five and Six Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto

- 8.6 Award Contract for E&P Project Number 2017-10002 for the Phase II of the Design of the Critical Needs Improvements to the North and South Wastewater Treatment Plants to Freese & Nichols, in the Amount of \$83,950.00

9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 27th day of November 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding 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: December 2, 2019

Topic:

- Led by Pastor James Roberson, Hufsmith Church of Christ, Tomball

Background:

Origination:

Recommendation:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 2, 2019

Topic:

- Lisa Coe – Presentation to **TOMAGWA** from the City of Tomball’s *7th “Annual Paces for Pink” 5K Run*
- Brad Bartlett, Board Members of *Resale With A Purpose*, and Bruce Hillegeist – Donations to Tomball Fire Department and Tomball Police Department for the annual Christmas Programs
- Wesley Stolz – Presentation regarding the first **City of Tomball Leadership Academy** Cohort

Background:

Origination:
City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda:
Robert S. Hauck

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 2, 2019

Topic:

- December 7, 2019 – **“Deck the Depot” – a 2nd Saturday at the Depot** Event, 10:00 a.m.-3:00 p.m.
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 - Mike Baxter - Report on the Success of the **Annual Christmas Tree Lighting at The Depot**

Background:

Origination:

Recommendation:

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

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

ATTACHMENTS:

Quarterly Investment Report for Period Ending September 30, 2019

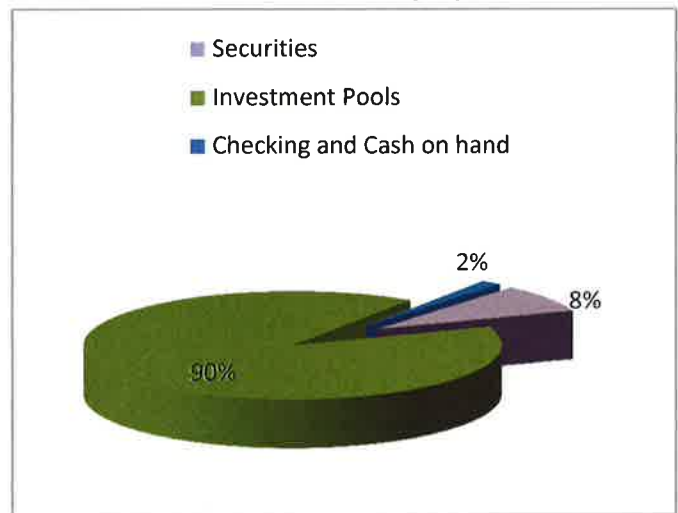
CITY OF TOMBALL PORTFOLIO DIVERSIFICATION September 30, 2019

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 5,712,174	8%
Investment Pools	60,989,589	90%
Checking and Cash on hand	1,095,683	2%
Total Portfolio	\$ 67,797,447	

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.

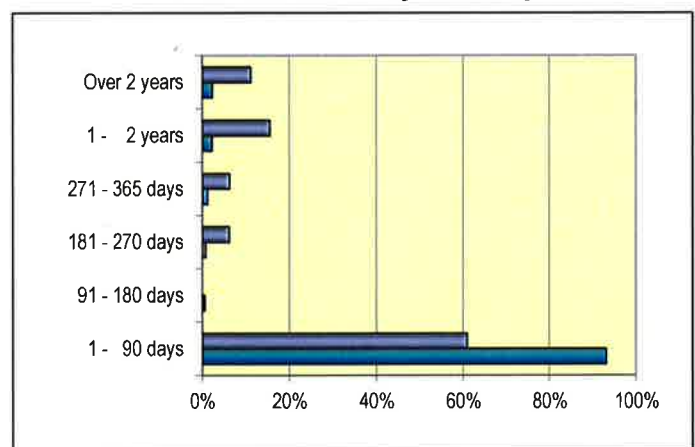
Diversification by Type



By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 63,084,750	93%
91 - 180 days	410,254	1%
181 - 270 days	501,660	1%
271 - 365 days	786,042	1%
1 - 2 years	1,482,819	2%
Over 2 years	1,531,922	2%
Total Portfolio	\$ 67,797,447	

Diversification by Maturity



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.

**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
September 30, 2019**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	5,727,287	5,790,046	1.0110	2.385%	1.92%
Purchases	410,000	410,000			
Maturities/Calls	(500,000)	(500,000)			
Change in value	-	12,128			
Sales					
End of period	5,637,287	5,712,174	1.0133	2.385%	1.75%

**Benchmark security is the One-year U. S. Treasury Bill

Weighted average maturity of the portfolio at quarter end is the following number of days: 546.10

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 SEPTEMBER 30, 2019

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 09/30/19	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1) Fannie Mae - 2.3%	313586RC5	NR	10/9/2019	0.000%	999,478	9	17.497%	1.57	N
2) TX ST Tech Univ Rev 17 Ser - 2.104%	882806EM0	AA+	2/15/2020	2.104%	410,254	138	7.182%	9.91	N
3) Kansas St. Dev. Fin. Auth. Revenue - 2.608%	485429Y32	A+	4/15/2020	2.608%	501,660	198	8.782%	17.39	Y
4) Denton TX ISD - 2.50%	249002AS5	AAA	8/15/2020	2.500%	502,620	320	8.799%	28.16	N
5) Univ of TX Build America - 3.405%	9151375P4	AAA	8/15/2020	3.405%	283,422	320	4.962%	15.88	Y
6) Texas A&M Revenue - 1.4%	88213AFW0	AAA	5/15/2021	1.400%	273,444	593	4.787%	28.39	Y
7) Texas A&M Revenue - 2.229%	88213AHH1	AAA	5/15/2021	2.229%	906,768	593	15.874%	94.13	Y
8) Hurst-Euless-Bedford TX ISD - 2.434%	447819DX8	AAA	8/15/2021	2.434%	302,607	685	5.298%	36.29	N
9) Clear Creek TX ISD - 3.4%	1845403R1	AAA	2/15/2022	3.400%	207,268	869	3.629%	31.53	Y
10) Univ of TX Build America - 3.675%	9151375J8	AAA	8/15/2022	3.675%	334,986	1050	5.864%	61.58	Y
11) Lubbock TX - 2.520%	549188UK4	AA	2/15/2023	2.520%	510,240	1234	8.933%	110.23	N
12) Texas A&M Revenue - 2.349%	88213AKA2	AAA	5/15/2023	2.349%	479,428	1323	8.393%	111.04	N

TOTALS

2.385%	5,712,174	611	100.000%	546.10
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CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
September 30, 2019

FUNDS	CASH AND CASH EQUIVALENTS						TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS		
	MAJOR FUNDS	SPIRIT OF TEXAS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND		TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES
	General		2,678,434.90	9,703,119.89	117,872.75	\$ -	\$ 12,499,428	\$ 1,616,894.90	\$ 14,116,322
	Debt Service		1,003,634.75	2,011,206.40	86,050.03	-	3,100,891.18	544,121.99	3,645,013
	Enterprise		2,854,204.21	4,971,630.98	23,810.75	-	7,849,645.94	1,086,623.95	8,936,270
	OTHER FUNDS								
	Special Revenue		80,353.69	3,700.35	7,336.39	-	91,390.43	-	91,390
	Housing Trust		-	-	-	-	-	-	-
	Municipal Court Building Security		107,138.23	74,049.25	54,931.52	-	236,119.00	-	236,119
	Municipal Court Technology		64,282.87	111,563.67	7,744.69	-	183,591.23	-	183,591
	Hotel Occupancy Tax		107,138.22	347,445.76	5,369.80	-	459,953.78	-	459,954
	Red Light Camera Program		0.00	262,212.69	18,439.14	-	280,651.83	-	280,652
	Disaster Preparedness		-	5,243.33	327,424.67	-	332,668.00	-	332,668
	Tomball "Fun Runs"		-	-	5,819.96	-	5,819.96	-	5,820
	General Capital Projects	2,019,460.51	53,569.16	27,504,790.05	150,907.57	-	27,709,266.78	2,464,533.36	32,193,261
	Business Park		-	929,780.06	-	-	929,780.06	-	929,780
	Fleet Replacement		482,121.86	462,888.40	3,312.06	-	948,322.32	-	948,322
	Water Capital Recovery		107,138.22	2,061,624.54	9,845.23	-	2,178,607.99	-	2,178,608
	Sewer Capital Recovery		160,707.29	1,618,186.83	9,873.62	-	1,788,767.74	-	1,788,768
	Health Insurance Trust		-	1,177,609.03	266,944.88	-	1,444,553.91	-	1,444,554
	Tomball Legacy Fund		-	26,354.09	-	-	26,354.09	-	26,354
	TOTALS	\$ 2,019,461	\$ 7,698,723	\$ 51,271,405	\$ 1,095,683	\$ -	\$ 60,065,812	\$ 5,712,174	\$ 67,797,447

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 2, 2019

Topic:
Approve the Minutes of the November 18, 2019 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
Approve

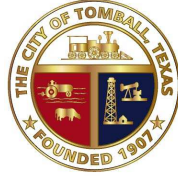
Party(ies) responsible for placing this item on agenda:
City Secretary

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

ATTACHMENTS:

Draft Minutes of the November 18, 2019 Regular Tomball City Council Meeting

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



**MONDAY, NOVEMBER 18, 2019
6:00 P.M.**

1.0 Meeting was called to order at by Mayor Fagan. Other members present:

Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Members absent:

Councilman Ford - Excused

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
City Planner – Amelia Lindley
Fire Marshal – Joe Sykora
Assistant City Secretary – Tracy Garcia
Community Events Coordinator – Denise Fiore
Marketing Assistant – Larrissa Roberts
Community Center Manager – Rosalie Dillon
Warrant Officer/Bailiff – Ron McGullion

2.0 The invocation was led by Pastor Salvatore Sberna III - People Church

3.0 Pledges to the U. S. and Texas Flags were led by Joe Sykora.

4.0 The following public comments were received:

Rodney Hutson, M.D. - Expressed his concerns regarding Ordinances No. 9431 Rosie Lane, 77354 2019-31 and 2019-32, as to possible effects in the Old Town Tomball area.

5.0 Reports and Announcements:

- November 22, 2019 – **Christmas Tree Lighting at the Depot** – 7:00 p.m.
- November 23, 2019 – **Tomball Holiday Parade**
- November 28-29, 2019 – **Thanksgiving Holiday** – City offices closed
- December 7, 2019 – **“Deck the Depot”** – a **2nd Saturday at the Depot** Event, 10:00 a.m.-3:00 p.m.
- December 13-15, 2019 – **Tomball German Christmas Market**
- December 24-25, 2019 – **Christmas Holidays** – City offices closed (Tuesday and Wednesday)
- January 1, 2020 – **New Year’s Day Holiday** – City offices closed
- 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 **Depot Day**.

6.0 Presentations:

- Pastor Brandon Guindon and Members of Real Life Ministries TX presented a donation of \$10,000 to the Tomball Legacy Fund for the City’s annual summer *Kids Club* Program.

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the November 4, 2019 Regular Tomball City Council Meeting.

Motion carried unanimously.

8.0 Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

Councilman Townsend requested that Items 8.1 and 8.2 be removed from Old Business Consent Agenda and be considered under Old Business as separate items.

8.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2019-31 an Ordinance of the City of Tomball, Texas, Amending Chapter 10, Buildings and Building Regulations, of

the Code of Ordinances by Amending Certain Sections of Chapter 10, “Buildings and Building Regulations,” to Adopt More Recent Editions of Construction Codes Published by The International Code Council and National Fire Protection Association; Adopting The Property Maintenance Code; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Violation of Any Provision Hereof; and Making Other Provisions Related to the Subject. Vote was as follows:

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

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2019-32, an Ordinance of the City of Tomball, Texas, Amending Chapter 20, “Fire Prevention and Protection”, of the Code of Ordinances by Amending Sections 20-25, 20-26, 20-28, and 20-48 and Adopting the 2015 Edition of The International Fire Code as published by The International Code Council and The 2015 Edition of The Life Safety Code as published by The National Fire Protection Association; Providing for a Penalty Not to Exceed \$2,000 for Each Violation of Any Provision Hereof; and Making Other Provisions Related to the Subject. Vote was as follows:

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

Motion carried unanimously.

9.0 New Business:

- 9.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to reappoint Jeffie Cappadonna, Rodney Hutson and Paige Cassel to Positions 3, 6, and 9 of the Tourism Advisory Committee Board, for new terms expiring December 5, 2022.

Motion carried unanimously.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to accept the Donation and Installation of the Fire Department Statue at Central Fire Station 1.

Motion carried unanimously.

- 9.3 Presentation was given by Eric Overton, D.R. Horton (DHI Communities), regarding a Proposed Mixed Use Development Along FM 2920.

No action necessary.

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

Motion carried unanimously.

Meeting adjourned at 6:53 p.m.

PASSED AND APPROVED this the 2nd day of December 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 2, 2019

Topic:

Accept Donation of Harris County Assets Currently Utilized by the Tomball Police and Fire Departments

Background:

For approximately 15-years, the Tomball Police and Fire Departments have benefitted from the use of assets awarded to Harris County through Urban Area Security Initiative and Port Security grants. These assets include mobile radios, the electronic accountability system and Haz-Mat trailer. These assets have been utilized beyond the grant service and reporting period, so Harris County is offering to transfer ownership to the respective agencies currently in possession. The transfer does not create any additional liability or cost to the City, as we have been maintaining and utilizing the equipment for many years. The City agencies continue to use these assets and will for the foreseeable future. There is no remaining federal reporting responsibility for these assets.

Origination:

Fire Department

Recommendation:

Staff recommends accepting the donation

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

Randy Parr

ACTION TAKEN

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

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
THE CITY OF TOMBALL

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement is made and entered into by and between Harris County (“Harris County”), a body corporate and politic under the laws of the State of Texas, acting through its governing body the Harris County Commissioners Court, and the City of Tomball (the “City”), acting on behalf of the Tomball Fire Department. Harris County and the City are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

The County desires to donate mobile radios, safety devices and a trailer (“the Equipment”) to the City and the City wants to accept the donation.

Terms

I.

The City understands and agrees that Harris County is donating the Equipment “as-is, with all faults” and that Harris County makes no representations or warranties as to the Equipment except that Harris County has the legal right to donate the equipment and FEMA approval is unnecessary as the fair market value is under \$5,000. A list of the equipment with serial numbers is attached hereto as Exhibit A and incorporated herein by reference.

II.

The City shall be fully responsible for the transfer or filing of any and all required documents necessary to affect the transfer of ownership from Harris County to the City. The City understands and agrees that the transfer of the Equipment is an outright donation by Harris County. Any fees or costs incurred in the transfer of the Equipment are in no sense a purchase price.

III.

With its acceptance of the Equipment, the City assumes full responsibility for the Equipment, and acceptance shall act as a release by the City of any and all liability that Harris County may be subject to under any state or federal laws.

IV.

To facilitate the donation of the Equipment, the Parties may communicate through the following persons:

Tomball Fire Department: 401 Market St., Tomball, TX 77375

Harris County: Harris County Fire Marshal's Office, 2318 Atascocita Road, Humble, TX 77396

V.

EXECUTION

Multiple Counterparts: This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

THE CITY OF TOMBALL

HARRIS COUNTY

By _____
Name: _____
Title: _____
Date: _____

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____
Name: _____
Title: _____

By: _____
DeAnne A. Lin
Assistant County Attorney
CAO File No.: 19GEN0191

EXHIBIT A

List of Equipment with Serial Numbers

(follows behind)

DEPARTMENT ISSUED	ITEM	MODEL	ASSET ID	SERIAL NUMBER	NOTES
TOMBALL F.D.	MOBILE	XTL 2500	P096375-001-064	514CFV0686	
TOMBALL F.D.	MOBILE	XTL 2500	P096935-014-088	514CFV0776	
TOMBALL F.D.	MOBILE	XTL 2500	P096935-014-095	514CFV0791	
TOMBALL F.D.	WATCH DOG UNIT		P144823-001-018	A00812004	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-259	8120370	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-260	8120371	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-261	8120372	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-262	8120373	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-263	8120374	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-264	8120470	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-265	8120471	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-266	8120472	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-267	8120473	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-268	8120474	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-269	8120475	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-270	8120476	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-271	8120477	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-272	8120478	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-273	8120479	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-274	8120480	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-275	8120678	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-276	8120679	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-277	8120681	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-278	8120682	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-279	8120683	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-280	8120684	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-281	8120686	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-282	8120687	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-283	8120688	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-284	8120689	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-285	8120690	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-286	8120691	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-287	8120692	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-288	8120693	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-289	8120694	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-290	8120695	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-291	8120696	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-292	8120697	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-293	8120698	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-294	8120699	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-295	8120700	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-296	8120701	
TOMBALL F.D.	T-PASS-4 DEVICE		P144823-003-297	8120702	
TOMBALL F.D.	MICRO-REPEATER		P144823-005-017	8111194	
TOMBALL F.D.	WATCH DOG UNIT		P144823-008-007	A00812094	
TOMBALL F.D.	T-PASS-4 DEVICE		P202490-003-442	12060506H	
TOMBALL F.D.	T-PASS-4 DEVICE		P202490-003-443	12060501H	
TOMBALL F.D.	T-PASS-4 DEVICE		P202490-003-444	12060517H	
TOMBALL F.D.	T-PASS-4 DEVICE		P202490-003-445	12060516H	

DEPARTMENT ISSUED	ITEM	MODEL	ASSET ID	SERIAL NUMBER	NOTES
TOMBALL F.D.	T-PASS-4 DEVICE		P202490-003-446	12060511H	
TOMBALL F.D.	T-PASS-4 DEVICE		P202490-003-447	12060491H	
TOMBALL F.D.	TRAILER	XP7162	P097539-001-003	4D6EB16226C010589	16 FT CARGO CRAFT

ORDER OF COMMISSIONERS COURT
Authorizing an Interlocal Agreement with the City of Tomball

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
WITH THE CITY OF TOMBALL

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Steve Radack	☐	☐	☐
Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement between Harris County and the City of Tomball for the Harris County Fire Marshal's Office to donate equipment, including mobile radios, safety devices, and a trailer to the City of Tomball. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 2, 2019

Topic:

Approve Request by Rumble Cats Classic Car Club for Use of the Tomball Depot Area for the *4th Annual Rally in the Alley Car Show*, to be held on March 7, 2020

Background:

The Rumble Cats Classic Car Club is asking for the City of Tomball to approve usage of the Depot Plaza to host their 4th Annual Rally in the Alley Car Show on March 7, 2020. The show will host over 150 cars, vendors and patrons with an expected turnout of 1000 spectators.

This is not an in-kind request. The Rumble Cats will pay a usage fee to cover the cost of the Public Works staff, street closures, Police Officers and the Depot rental.

Origination:

Denise Fiore

Recommendation:

Approve

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

Denise Fiore

ACTION TAKEN

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

ATTACHMENTS:

Rally in the Alley Application



SPECIAL EVENT APPLICATION

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

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

Date: 3-7-2020 Is this event Co-City sponsored? Yes ☐ No ☒

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

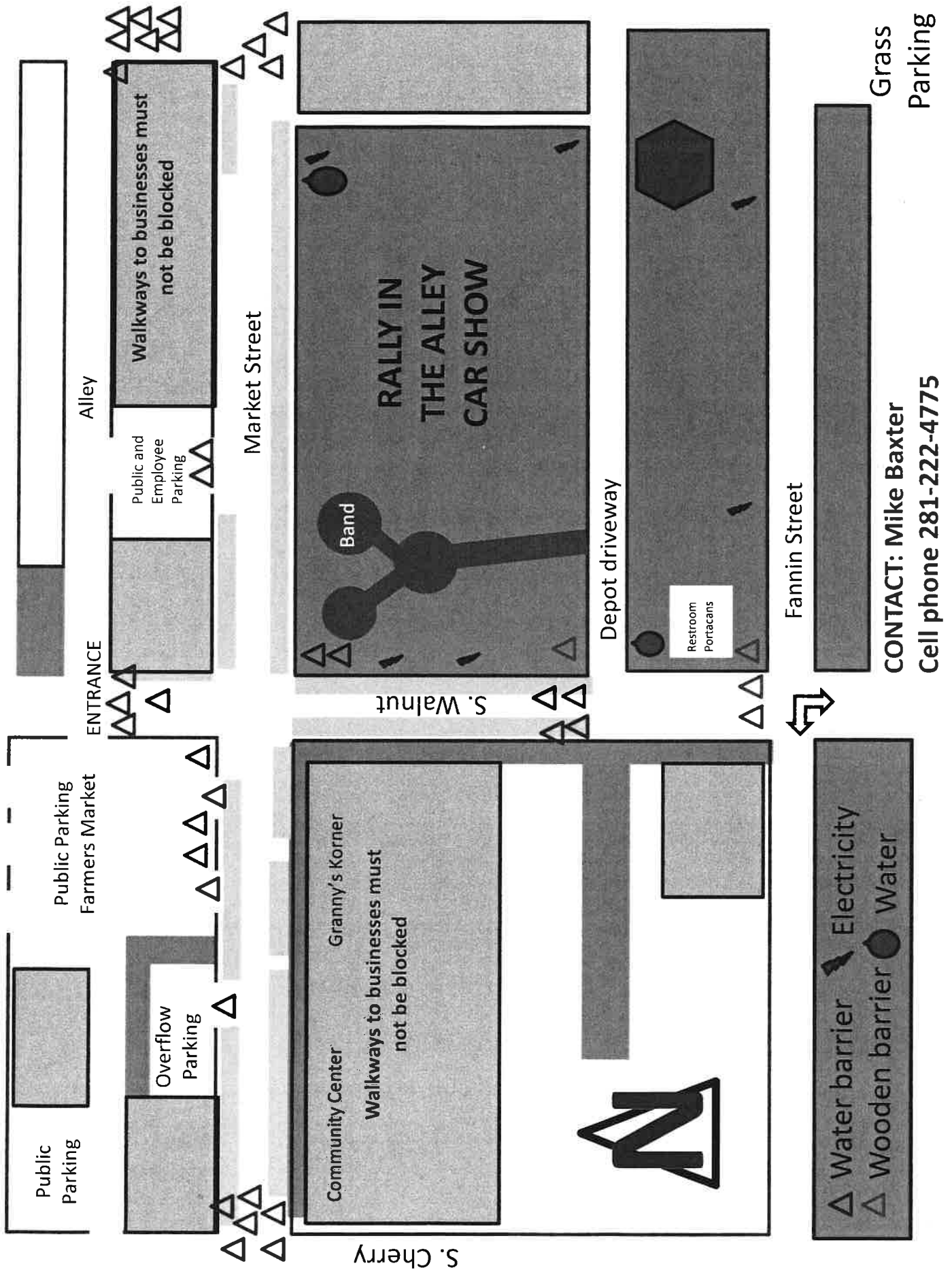
Festival ☐ Community Event ☐ Arts & Crafts Event ☐ Music Event ☐ Other (specify) ☒ CAR SHOW

1. Event title: RALLY IN THE ALLEY
2. Sponsoring entity: THE RUMBLER CATS CC
3. Is this organization based in Tomball: Yes ☐ No ☒
4. Is this organization non-profit ☒ or for-profit ☐ *Attach 501 (c) (3) tax exemption if applicable
5. Contact: Vincent Ramos Phone: 832 942-4625
6. Contact address: 1515 Wilson #47
7. Contact email: Vincent.Ramos713@gmail
8. Event date: MARCH 7TH 2020
9. Event times: Start 10am Finish 4pm Set-up 8am Breakdown 4pm
10. Is this event for charity? Yes ☐ No ☒
11. If yes, what charity? Tomball Legacy Fund Tax ID
12. If yes, what percentage of net proceeds will be donated to the charity? 10%
13. On-site contact: Vincent Ramos Mobile Phone: 832 942-4625
14. Estimated number of attendees: 150 cars
15. Detailed site map in attached: Yes ☒ No ☐
16. Is this event open to the public: Yes ☒ No ☐
17. Admission fee: \$ 20.00 car Free spectators
18. Time at which event staff will begin to arrive: 7:30
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial VR
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial VR
21. Name of insurance carrier: Farmers Ins.
22. Organization has secured date with the Public Works Dept. and has paid deposit. DN

Signature: [Signature]

FOR OFFICIAL USE - Fee required: Yes ☒ No ☐

Amount Due: \$ 600.00



Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 2, 2019

Topic:

Approve Resolution No. 2019-47, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Annual Baseball Parade, to be held in Tomball on Saturday, March 21, 2020

Background:

This is a request for the Tomball City Council to approve a resolution in favor of Tomball Little League's annual Opening Day Parade. This family-favorite event kicks off the Spring 2020 baseball season for our players and their families. The parade will be held in Tomball city limits on Saturday, March 21, 2020.

The parade will start at the intersection of School Street (at Tomball Intermediate School) and Main Street (FM 2920) and will continue east on Main Street (FM 2920), turn north onto N. Elm Street, and finish at the Wayne Stovall Little League baseball park. In its entirety, we expect the parade to last 45-60 minutes.

Tomball Little League is requesting the presence of the Police, Fire, and Public Works Departments to be present on March 21, 2020 for the Tomball Little League parade beginning at 8:30 AM. Line-up of vehicles, coaches, and players will begin between 7-7:30 am. Tomball Little League will provide volunteers to direct the vehicles in the parade to rotate every 10 vehicles toward Hufsmith and Epps St. All players will be dropped off towards the front entrance on N. Cherry St.

Origination:

Denise Fiore, Tomball Little League

Recommendation:

Approve Resolution No. 2019-47

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

Denise Fiore

ACTION TAKEN

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

Resolution No. 2019-47

Tomball Little League Parade Route

Tomball Little League Application

Tomball Little League Letter

RESOLUTION NO. 2019-47

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF TOMBALL, TEXAS, SUPPORTING THE
ANNUAL BASEBALL PARADE, TO BE HELD IN
TOMBALL ON SATURDAY, MARCH 21, 2020**

* * * * *

WHEREAS the Tomball Sports Association will undertake its Annual Baseball Parade to kick off the Spring 2020 baseball season, to be held in the City of Tomball at 9:00 a.m. on Saturday, March 21, 2020; and

WHEREAS the purpose of the Annual Baseball Parade is to celebrate the beginning of the baseball season and provide an event for our community and the children who enjoy sports; and

WHEREAS it is a chance for Tomball area merchants and business people to come out and encourage our young people by attending the Annual Baseball Parade; and

WHEREAS the Annual Baseball Parade will begin on the east side of Tomball Intermediate School, located at the intersection of South Vernon and Main Street (FM 2920), entering School Street, then continuing east on Main Street (FM 2920), turning north on Elm Street, and finishing at the Wayne Stovall Sports Complex/Little League Park; and

WHEREAS the Tomball Sports Association desires and requests the support and endorsement of the City of Tomball in this community-wide effort;

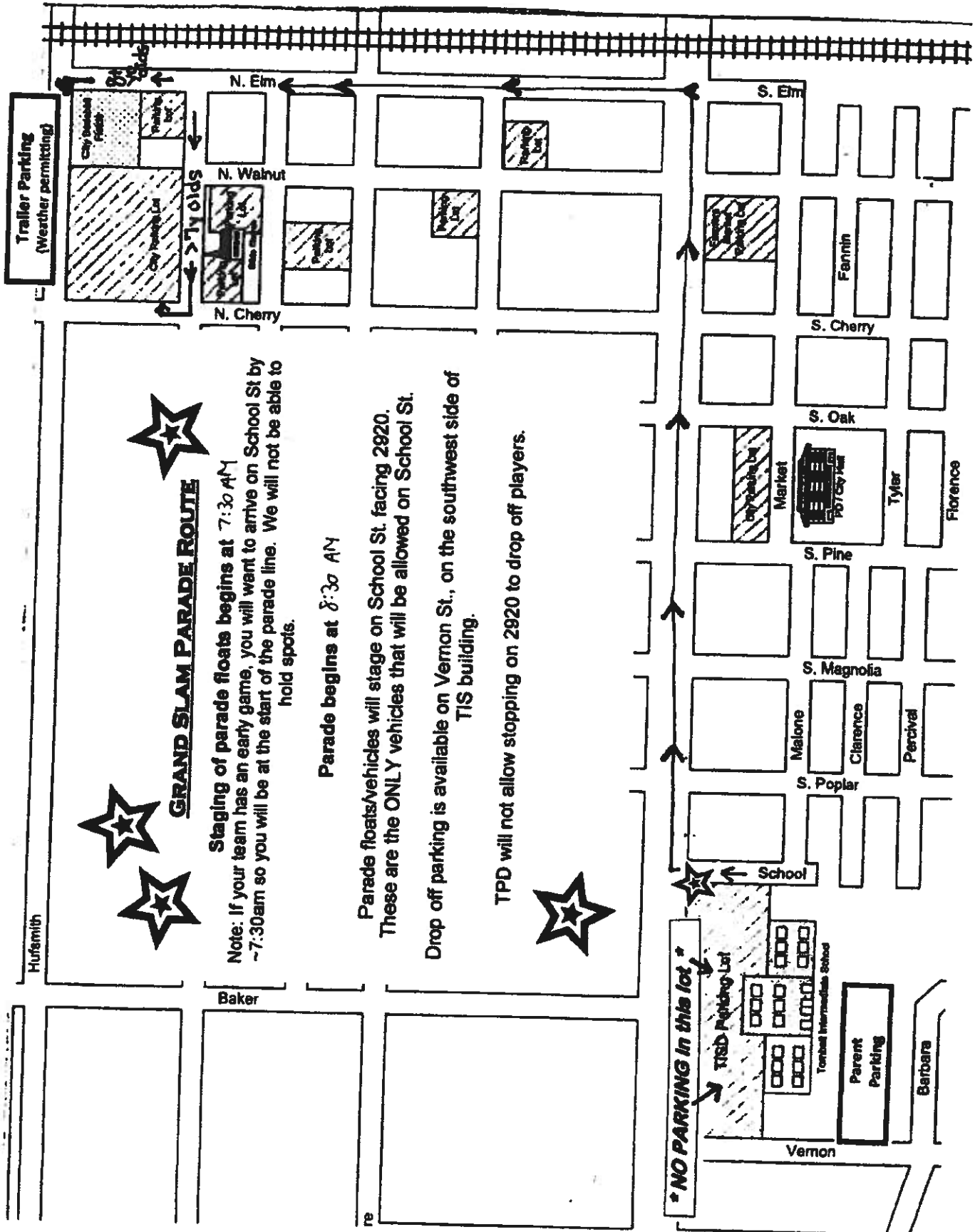
NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Tomball Sports Association in promoting and undertaking the Annual Baseball Parade and pledge to encourage this effort to celebrate the beginning of baseball season;

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 2ND DAY OF DECEMBER 2019.

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary





SPECIAL EVENT APPLICATION

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

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

Date: 3/21/20 Is this event Co-City sponsored? Yes ☐ No ☒

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

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

1. Event title: Tomball Little League Parade
2. Sponsoring entity: N/A
3. Is this organization based in Tomball: Yes ☒ No ☐
4. Is this organization non-profit ☒ or for-profit ☐ *Attach 501 (c) (3) tax exemption if applicable
5. Contact: Brian Quinn Phone: 614-361-2741
6. Contact address: 22635 Miramar Crest Dr. Tomball, TX 77375
7. Contact email: bquinn722@gmail.com
8. Event date: 3/21/20
9. Event times: Start 8:30 AM Finish 9:30 Set-up 7:30 AM Breakdown N/A ^{truck line up}
10. Is this event for charity? Yes ☐ No ☒
11. If yes, what charity? N/A Tax ID 32071368511
12. If yes, what percentage of net proceeds will be donated to the charity? N/A
13. On-site contact: Brian Quinn/Randy Joyner Mobile Phone: 614-361-2741/713-419-9867
14. Estimated number of attendees: Approx. 700 kids in parade. Approx 1500²⁰⁰⁰ watching
15. Detailed site map in attached: Yes ☒ No ☐
16. Is this event open to the public: Yes ☒ No ☐
17. Admission fee: \$ Free ☒
18. Time at which event staff will begin to arrive: Between 7-7:30 AM to line up trucks
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial BQ
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial BQ
21. Name of insurance carrier: _____
22. Organization has secured date with the Public Works Dept. and has paid deposit. _____

Signature: BQ

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



Tomball Little League
PO Box 1416
Tomball, TX 77375

November 4, 2019

Honorable Gretchen Fagan
City of Tomball Mayor
401 Market Street
Tomball, TX 77375

Dear Mayor Fagan,

This letter is a request for the Tomball City Council to approve a resolution in favor of Tomball Little League's annual Opening Day Parade. This family favorite event kicks off the Spring 2020 baseball season for our players and their families. The parade will be held in Tomball City Limits on Saturday March 21, 2020.

The parade will start at the intersection of School Street (at Tomball Intermediate School) and Main Street (FM 2920) and will continue east on Main Street (FM 2920), to turn north onto N. Elm Street and finish at the Wayne Stovall Little League baseball park. In it's entirety, we expect the parade to last 45-60 minutes.

We appreciate the city of Tomball's past and ongoing support for our Little League Baseball program. Please let me know if you have any questions.

Sincerely,

Brian Quinn
Tomball Little League President
Bquinn722@gmail.com
614-361-2741

CC: Denise Fiore, Community Events Coordinator

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 2, 2019

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments against Section Five and Six Properties in the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision), Established by City Council Resolution No. 2007-22

Background:

Origination:

Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

N/A

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

Doris Speer, City Secretary

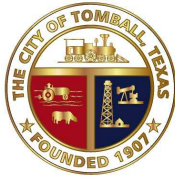
ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Notice of Public Hearing - PID 2 Sections 5 and 6 - December 2, 2019

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

MONDAY, DECEMBER 2, 2019



6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER PROPOSED ASSESSMENTS AGAINST SECTION FIVE AND SIX PROPERTIES IN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER TWO (RALEIGH CREEK SUBDIVISION) ESTABLISHED BY CITY COUNCIL RESOLUTION NO. 2007-22.

In accordance with Chapter 372 Local Government Code, the Assessment Roll for Section Five and Six properties in the City of Tomball Public Improvement District Number Two has been prepared and is on file and open for public inspection in the office of the City Secretary. A Public Hearing on the Assessment will be held by the City Council as follows:

DATE & TIME: Monday, December 2, 2019, 6:00 p.m.

PLACE: City Council Chambers, 401 Market Street, Tomball, Texas 77375

COST OF IMPROVEMENTS: \$3,149,581.00.

GENERAL NATURE OF THE IMPROVEMENTS: The public improvements include the construction of water lines, sanitary sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation costs, financing, and administrative costs.

BOUNDARIES: The boundaries are described in the final plat of Raleigh Creek Section Five, Being 43.1591 Acres of Land, Situated in the Joseph Miller Survey, Abstract Number 50, Harris County, Texas, and also being a Replat of Reserve L and M of Raleigh Creek Section One, as Recorded in Film Code No. 663121 H.C.M.R, and Reserve "K" and "N" of Raleigh Creek Section Four, as Recorded in Film Code No. 682825 H.C.M.R, and the final plat of Raleigh Creek Section Six, Being 20.4254 Acres of Land, Situated in the Joseph Miller Survey, Abstract Number 50, Harris County, Texas, and also being a Replat of Reserve "L" and "N" of Raleigh Creek Section Five, as Recorded in Film Code No. 688474 H.C.M.R.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

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 13th day of November 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

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

Meeting Date: December 2, 2019

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2019-33, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Five and Six Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto

Background:

Public Improvement District Number Two was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. Assessments were levied on Section One properties in 2014, Sections Two and Three in 2018, and Section 4 earlier this year. The developer has completed improvements for Section Five and Six properties and the assessments now need to be levied on those lots.

As with Section One through Four lots, the assessments proposed are on a per lot basis. Based on the public infrastructure costs for the development, the total, one-time assessment \$26,197.39 is proposed which represents the principal amount of the assessment. The annual installment (financed assessment) proposed is \$2,876.33 which is the principal amount of the assessment amortized over 15 years at 7% interest. With the annual administrative cost of \$71.91 per lot, the total annual payment will equal \$2,984.24 per lot.

Home values in Raleigh Creek are expected to average \$350,000. A \$2,984.24 annual assessment installment payment on a \$350,000 home is the equivalent of a \$0.85 property tax rate.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

As with other City Public Improvement Districts, Harris County will collect the PID assessments in the same manner as property taxes and transferred to a City-established PID revenue fund. A report on the reimbursable developer costs will be performed by a qualified CPA firm and the revenues will be disbursed to the developer once a year after administrative costs have been deducted.

EXAMPLE AMORTIZATION SCHEDULE

Duration (in years)	15
Interest Rate	7.00%
Annual Payment Amount	\$2,876.33
Total Lifetime Payments	\$43,144.99
Total Principal	\$26,197.39
Total Interest	\$16,947.60

	Payment	Principal	Interest	Payment	Principal Balance
					\$26,197.39
1		\$1,042.52	\$1,833.82	\$2,876.33	\$25,154.87
2		\$1,115.49	\$1,760.84	\$2,876.33	\$24,039.38
3		\$1,193.58	\$1,682.76	\$2,876.33	\$22,845.81
4		\$1,277.13	\$1,599.21	\$2,876.33	\$21,568.68
5		\$1,366.52	\$1,509.81	\$2,876.33	\$20,202.16
6		\$1,462.18	\$1,414.15	\$2,876.33	\$18,739.97
7		\$1,564.53	\$1,311.80	\$2,876.33	\$17,175.44
8		\$1,674.05	\$1,202.28	\$2,876.33	\$15,501.39
9		\$1,791.24	\$1,085.10	\$2,876.33	\$13,710.15
10		\$1,916.62	\$959.71	\$2,876.33	\$11,793.53
11		\$2,050.79	\$825.55	\$2,876.33	\$9,742.75
12		\$2,194.34	\$681.99	\$2,876.33	\$7,548.41
13		\$2,347.94	\$528.39	\$2,876.33	\$5,200.46
14		\$2,512.30	\$364.03	\$2,876.33	\$2,688.16
15		\$2,688.16	\$188.17	\$2,876.33	\$0.00
TOTAL		\$26,197.39	\$16,947.60	\$43,144.99	

Origination:

Scott Bean, Hawes Hill Calderon

Recommendation:

Adopt Ordinance No. 2019-33 on First Reading

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
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ATTACHMENTS:

Ordinance No. 2019-33

PID 2 - Sections 5 and 6 - Council Information Sheet

PID Primer

ORDINANCE NO. 2019-33

AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS, LEVYING AN ASSESSMENT AGAINST SECTION FIVE AND SIX PROPERTIES WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER TWO (RALEIGH CREEK SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * *

WHEREAS, the City of Tomball (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, Ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Two (the “PID”), and adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City Secretary, which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement, **NOW THEREFORE**,

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, *inter alia*, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 2ND DAY OF DECEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

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 16TH DAY OF DECEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor

Attest:

DORIS SPEER, City Secretary

Public Improvement District Number Two
Raleigh Creek Subdivision
Section Five and Six Assessment Roll
City of Tomball, Harris County, Texas

Owner	Section	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	5	1	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	16	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	17	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	18	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	1	19	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	2	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	5	3	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24

Ordinance No. 2019-33
Page 4 of 4

LS Development, LLC	5	3	14	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	1	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	2	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	3	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	4	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	5	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	6	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	7	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	8	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	9	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	10	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	11	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	12	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	13	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	14	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	15	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	16	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	17	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	18	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	19	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	20	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	21	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	22	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	23	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	24	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	25	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	26	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	27	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	28	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	29	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24
LS Development, LLC	6	1	30	\$	26,197.39	\$2,876.33	15 years	\$	71.91	\$	2,948.24

Council Item Information Sheet – Section Five and Six Assessment Roll for Public Improvement District No. 2 (Raleigh Creek Subdivision).

Action Requested

Approval of the Section Five and Six Assessment Roll.

Information

Public Improvement District Number Two was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. Assessments were levied on Section One properties in 2014, Sections Two and Three in 2018, and Section 4 earlier this year. The developer has completed improvements for Section Five and Six properties and the assessments now need to be levied on those lots.

As with Section One through Four lots, the assessments proposed are on a per lot basis. Based on the public infrastructure costs for the development, the total, one-time assessment \$26,197.39 is proposed which represents the principal amount of the assessment. The annual installment (financed assessment) proposed is \$2,876.33 which is the principal amount of the assessment amortized over 15 years at 7% interest. With the annual administrative cost of \$71.91 per lot, the total annual payment will equal \$2,984.24 per lot.

Home values in Raleigh Creek are expected to average \$350,000. A \$2,984.24 annual assessment installment payment on a \$350,000 home is the equivalent of a \$0.85 property tax rate.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

As with other City Public Improvement Districts, Harris County will collect the PID assessments in the same manner as property taxes and transferred to a City-established PID revenue fund. A report on the reimbursable developer costs will be performed by a qualified CPA firm and the revenues will be disbursed to the developer once a year after administrative costs have been deducted.

EXAMPLE AMORTIZATION SCHEDULE	
Duration (in years)	15
Interest Rate	7.00%
Annual Payment Amount	\$2,876.33
Total Lifetime Payments	\$43,144.99
Total	
Principal	\$26,197.39
Total Interest	\$16,947.60

	Payment	Principal	Interest	Payment	Principal Balance
					\$26,197.39
1		\$1,042.52	\$1,833.82	\$2,876.33	\$25,154.87
2		\$1,115.49	\$1,760.84	\$2,876.33	\$24,039.38
3		\$1,193.58	\$1,682.76	\$2,876.33	\$22,845.81
4		\$1,277.13	\$1,599.21	\$2,876.33	\$21,568.68
5		\$1,366.52	\$1,509.81	\$2,876.33	\$20,202.16
6		\$1,462.18	\$1,414.15	\$2,876.33	\$18,739.97
7		\$1,564.53	\$1,311.80	\$2,876.33	\$17,175.44
8		\$1,674.05	\$1,202.28	\$2,876.33	\$15,501.39
9		\$1,791.24	\$1,085.10	\$2,876.33	\$13,710.15
10		\$1,916.62	\$959.71	\$2,876.33	\$11,793.53
11		\$2,050.79	\$825.55	\$2,876.33	\$9,742.75
12		\$2,194.34	\$681.99	\$2,876.33	\$7,548.41
13		\$2,347.94	\$528.39	\$2,876.33	\$5,200.46
14		\$2,512.30	\$364.03	\$2,876.33	\$2,688.16
15		\$2,688.16	\$188.17	\$2,876.33	\$0.00
TOTAL		\$26,197.39	\$16,947.60	\$43,144.99	

Public Improvement District (PID) Primer

What is a PID?

A Public Improvement District (PID) is a public financing tool created under Chapter 372 of the Texas Local Government Code (TLGC). A PID allows a neighborhood or commercial area to apportion the cost of improvements and levy an assessment against property located in the PID, because that property is acquiring a special benefit because of the improvements. In other words, the property that will benefit the most from the improvement pays for the improvement--the burden is not shifted to the entire community. PIDs are intended to promote economic growth by providing the funding mechanism to construct necessary infrastructure or desired amenities that support new developments and encourage redevelopment.

PIDs are a component unit of the City and are governed by the City Council. The Council can create an advisory board for the PID if necessary, but final determinations on establishment, costs, assessments, and budgets must be made by the City Council.

What can a PID finance?

The PID can be designed to help finance the cost of a variety of development costs including:

- water, wastewater, health and sanitation, or drainage improvements;
- street and sidewalk improvements;
- mass transit improvements;
- parking improvements;
- library improvements;
- park, recreation and cultural;
- art installation;
- creation of pedestrian malls; or
- supplemental services. (advertising, extra public safety, etc.)

How does the PID finance the projects?

Project costs can be paid directly by the City or the developer can advance funds. The assessment fees levied on each property fund the project payments. Until the PID has accumulated adequate assessment fee revenue, the City can choose to issue bonds or use general tax revenues for initial payments or developer reimbursements.

Separate fund(s) are created by the City for the administration of the PID. The Council reviews and approves the assessments and district budget each year.

How is a PID created and dissolved?

PID Development Process (minimum steps required by Chapter 372, TLGC):

1. City, County, or affected property owner(s) initiates a petition for creation.
2. If needed, City Council appoints an advisory board to develop the PID improvement plan.
3. City Council holds a public hearing & passes a resolution on the need for the PID.
4. City Council authorizes the establishment of a PID by resolution.
5. Construction of improvements may begin 20-days after the PID's creation.
6. City Council adopts a Service and Assessment Plan (list of projects, costs, debt, & assessment fee) for at least five, ongoing years is developed.
7. City holds a public hearing on the assessment roll (lists each PID property's fee).
8. City Council adopts ordinance to levy the special assessment. (City will also create a special fund(s) for the PID).
9. If necessary, City Council holds public hearing and approves additional assessments to correct omissions or mistakes in the improvement costs.
10. If necessary, City Council holds public hearing & passes a resolution dissolving PID; however, the district remains in effect at least to meet its debt obligations.

Does the City have any additional requirements?

Yes. City of Tomball Administrative Policy No. 18 "Development Policy for Special Financing Districts" requires:

1. Residential Development Size--greater than 125 acres unless the average home value is greater than \$225, 000.
2. Annual Individual Assessment Limit--no more than the equivalent of a \$.50 tax rate on the assessed value of the property.
3. Assessment Term Limit--Not to exceed 10 years. First assessment due 3 years after levy or upon transfer of property from developer to home buyer whichever occurs first.
4. Developer Interest Limit--If bonds are sold, developer earned interest reimbursements will not exceed the net effective interest rate on bonds sold or 8% whichever is less. If bonds are not sold, reimbursement will be calculated according to an indexed-based formula (see Admin Policy 18) or 8% whichever is less.
5. Bidding Requirements--Developers must follow municipal bidding procedures (as outline in Chap 252 TLGC). All bids and awards of contracts must be approved by City Council.
6. District Administration--The City of Tomball will contract with an outside consultant to bill, collect, and track district assessments. This cost will be included in the Service & Assessment Plan and reimbursed from the district.

Other city policies, procedures, and good practices may also effect individual district creation or administration including approval of related contracts and agreements. For example, the City will usually need to enter into a Developer Agreement to detail the responsibilities & obligations of each party related to the Service and Assessment Plan.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 2, 2019

Topic:

Award Contract for E&P Project Number 2017-10002 for the Phase II of the Design of the Critical Needs Improvements to the North and South Wastewater Treatment Plants to Freese & Nichols, in the Amount of \$83,950.00

Background:

Following the critical needs assessment to the North and South Wastewater Treatment Plants completed in FY 2015-2016 by Freese & Nichols, a summary of all needed improvements was provided to the City as which time staff split the identified needs into three phases for completion; phase I of the improvements was completed in October 2019.

The contract with Freese & Nichols will allow for the design, bidding services, and construction oversight for Phase II of the needed improvements at the South Wastewater Treatment Plant to include replacement of two lift station pumps and electrical work to the lift station and improvements to the RAS pumps.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding contract for E&P Project number 2017-10002 for Phase II of the Critical Needs Improvements to the Wastewater Treatment Plants to Freese & Nichols in the amount of \$83,950.00

Funding:

Yes

Account Number:400-614-6409

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

Beth Jones, Public Works Director

ACTION TAKEN

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

ATTACHMENTS:

Professional Services Agreement - FNI

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

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

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Critical Needs Improvements to South WWTP – Phase II.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the Attachment SC – "Scope of Services" for a lump sum fee of **Eighty-Three Thousand Nine Hundred and Fifty dollars, \$83,950.**

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

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

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

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

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.**City of Tomball**By: Richard Weatherly

By: _____

Richard Weatherly Vice President

Print Name and Title

Date: 11/26/19

Date: _____

ATTEST: Murali Erat
MURALI ERAT, Associate

ATTEST: _____

PHASE II – SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

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

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

1. Update drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed as listed below that were removed from Phase 1 of the critical needs project:
 - a. **Raw Sewage Lift Station:** Replace two lift station pumps. New terminal blocks for conductors for the lift station pumps.
 - b. **RAS Pumps:** Relocate the RAS and WAS piping and flow meters.
2. Attend one (1) meeting with the City to discuss the Phase 2 scope items.
3. Conduct quality control (QC) of the final submittal for Phase 2.
4. Prepare revised opinion of probable construction cost for Phase 2 scope items.
5. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
6. Furnish Owner three (3) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. Upon final approval by Owner, FNI will provide Owner three (3) sets of copies of "Final" drawings.

C. **BID OR NEGOTIATION PHASE.** Upon approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
2. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
4. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Recommend award of contracts or other actions as appropriate to be taken by Owner. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
5. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

ATTACHMENT SC

6. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide three (3) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute three (3) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

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

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

1. Assist Owner in conducting pre-construction conference(s) with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

ATTACHMENT SC

5. Make up to four (4) visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Project Engineer's visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

PROJECT REPRESENTATION/INSPECTION SERVICES

A. The Engineer will have a Resident Project Representative on the Site. The RPR will conduct up to twenty (20) site visits with a total of 160 hours on site during a 6-month duration of construction. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

1. Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conference - one (1), progress meetings - four (4), job conferences and other project-related meetings as part of the twenty (20) site visits, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will

prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
9. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to Engineer and Owner the occurrence of any accident.
10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

ATTACHMENT SC

11. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

12. **Completion:**

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. **Limitations of Authority of Resident Project Representative:**

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
2. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or Contractor.
6. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

ARTICLE II

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

A. Field layouts or the furnishing of construction line and grade surveys.

ATTACHMENT SC

- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing renderings, model, and mock-ups requested by the Owner.
- E. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- F. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- G. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- J. Preparing Operation and Maintenance Manuals or conducting operator training.
- K. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

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

- M. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the

ATTACHMENT SC

individual work item, and they are in addition to General Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.

- N. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- O. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- P. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Q. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- R. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- S. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- T. Services required to resolve bid protests or to rebid the projects for any reason.
- U. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- V. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- W. Providing services after the completion of the construction phase not specifically listed in Article I.
- X. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- Y. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Z. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- AA. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- BB. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ATTACHMENT SC

CC. Provide follow-up professional services during Contractor's warranty period.

ARTICLE III

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

- | | |
|---|---------------------------------------|
| • Final Design Submittal | 1 month from Notice to Proceed |
| • Submit Documents to Regulatory Agencies | 1 month after Final Approval by Owner |
| • Advertise for Bids | 1 month after Final Approval by Owner |
| • Bid Phase | 30 Days |
| • Construction Phase | 6 months |

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

ARTICLE IV

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

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

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

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

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the

SC-9

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OWNER _____

ATTACHMENT SC

term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- I. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.

ATTACHMENT SC

M. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative: Beth Jones, P.E.
Director of Public Works
City of Tomball
501 James Street
Tomball, Texas 77375
Phone: (281) 290-1466
BJones@tomballtx.gov

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

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