

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



MONDAY, OCTOBER 21, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, October 21, 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 Tommy Roberson – Real Life Ministries

3.0 Pledges to U.S. and Texas Flags

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

5.0 Presentations:

- Al Gerhardt, Tomball Lions Club - \$750.00 donation each to Fire and Police Departments for annual Christmas Programs

- Proclamation – October 2019 is “***National Chiropractic Health Month***”

6.0 Reports and Announcements

- November 8, 2019 – ***Bicycle Rodeo*** – Heritage Plaza, 400 Market Street – 9:00 a.m.
- November 9, 2019 – “***Depot Day***” –10:00 a.m.-5:00 p.m., **a National Model Railroad Month Celebration at the Depot - Tomball**
- November 15, 2019 – **Christmas Tree Lighting at the Depot** – 7:00 p.m.
- November 16, 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
- 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:

7.0 Approve the Minutes of the October 7, 2019 Regular Tomball City Council Meeting

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.]*

- 8.1 Adopt, on Second Reading, Ordinance No. 2019-23, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Chapter 36 – Solid Waste, in Its Entirety and Adopting a New Chapter 36 – Solid Waste; Providing for Severability; and Making Other Provisions and Findings Related Thereto
- 8.2 Adopt, on Second Reading, Ordinance No. 2019-24 an Ordinance of the City of Tomball, Texas, Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability.
- 8.3 Adopt, on Second Reading, Ordinance No. 2019-25, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision)
- 8.4 Adopt, on Second Reading, Ordinance No. 2019-26, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision); and Making Certain Findings Related

9.0 New Business:

- 9.1 Approve Tomball Sister City Organization Request for Support, Funding, and Road Closures, in the Amount of \$160,000.00 for the 2019 Tomball German Christmas Market, to be Held December 6-8, 2019, and the 2020 Tomball German Heritage Festival, to be Held March 27-29, 2020
- 9.2 Consideration to Approve **Zoning Case P19-120**: Request by Turnstone Texas Group LP, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.5 acres of land legally described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, generally located on the south side of North Humble Lake Road at SH 249 from the Agricultural District to the Light Industrial District.
- Conduct Public Hearing on **Zoning Case P19-120**
 - Adopt, on First Reading, Ordinance No. 2019-27, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 9.5 Acres of Land, Legally Described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; Said Property being generally located on the South Side of North Humble Lake Road at SH 249; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters
- 9.3 Award Contract for Project No. 2019-08, Janitorial Services, to ABM Texas General Services
- 9.4 Approve an Agreement for Professional Services with Costello, Inc. for E&P Project 2019-1001, Lizzie Lane and South Persimmon Drainage Improvements, in the Amount of \$284,198.00, and Authorize City Manager to Execute the Agreement
- 9.5 Award Contract for Project No. 2019-04, M121W & M121E Channel Improvements, to Rebel Contractors, Inc., in the Amount of \$3,999,605.64
- 9.6 Approve Resolution No. 2019-44, a Resolution of the City of Tomball, Texas, Amending the Impact Fees, per City of Tomball Ordinance No. 2019-24, in the Master Fee Schedule for Fiscal Year 2019-2020
- 10.0 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 17th day of October 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: October 21, 2019

Topic:

- Led by Pastor Tommy Roberson – Real Life Ministries

Background:

Origination:

Recommendation:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 21, 2019

Topic:

- Al Gerhardt, Tomball Lions Club - \$750.00 donation each to Fire and Police Departments for annual Christmas Programs
- Proclamation – October 2019 is “*National Chiropractic Health Month*”

Background:

Origination:

Recommendation:

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

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

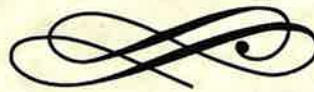
ATTACHMENTS:

Proclamation – “National Chiropractic Health Month”

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** chiropractors are physician-level healthcare providers who focus on the whole person as part of their hands-on, non-drug approach to pain management and health promotion, and who have special expertise in the prevention, care and rehabilitation of musculoskeletal conditions and injuries; and
- WHEREAS,** more than one in two adults in the United States, or about 124 million people each year, report experiencing a musculoskeletal condition; and
- WHEREAS,** fifty-two percent of people living with musculoskeletal disorders say that it interferes with their activities of daily living, including their ability to work, and low back pain alone contributes to 264 million lost work days each year; and
- WHEREAS,** the direct and indirect costs of musculoskeletal conditions, which is estimated to be \$200 billion annually in the U.S., puts a tremendous burden on society; and
- WHEREAS,** low back pain is one of the most common musculoskeletal conditions for which opioids are prescribed, putting patients at increased risk of overuse and addiction; and
- WHEREAS,** chiropractic care is widely recognized as one of the safest non-drug, noninvasive therapies available for the treatment of low back pain and other musculoskeletal complaints; and
- WHEREAS,** the American College of Physicians low-back pain treatment guidelines released in 2017 promote the use of noninvasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, and groups such as CDC, FDA and the Joint Commission also now promote the use of nonpharmacological approaches first for pain management; and
- WHEREAS,** noninvasive, non-drug treatments for musculoskeletal (MSK) conditions such as spinal manipulation and other chiropractic services combined with an active lifestyle, good nutrition, healthy habits, and proper ergonomics can protect and enhance MSK health over a lifetime;

THEREFORE, BE IT RESOLVED that the City Council of the City of Tomball officially joins with the American Chiropractic Association to encourage the public as part of the *“Strength. Stability. Success”* campaign to take steps toward better musculoskeletal health and to proclaim October 2019 as National Chiropractic Health Month.

NOW, THEREFORE, I, GRETCHEN FAGAN, MAYOR of the City of Tomball, Texas, do hereby proclaim the month of October 2019, as:

“NATIONAL CHIROPRACTIC HEALTH MONTH”



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

Gretchen Fagan

Attest:

Nois Spew

Date:

October 15, 2019

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 21, 2019

Topic:

- November 8, 2019 – ***Bicycle Rodeo*** – Heritage Plaza, 400 Market Street – 9:00 a.m.
- November 9, 2019 – ***"Depot Day"*** –10:00 a.m.-5:00 p.m., a **National Model Railroad Month Celebration at the Depot - Tomball**
- November 15, 2019 – **Christmas Tree Lighting at the Depot** – 7:00 p.m.
- November 16, 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
- 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:

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 21, 2019

Topic:
Approve the Minutes of the October 7, 2019 Regular Tomball City Council Meeting

Background:

Origination:

Recommendation:

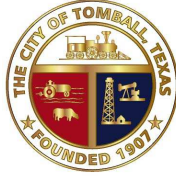
Party(ies) responsible for placing this item on agenda:

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

ATTACHMENTS:

Draft Minutes of the October 7, 2019 Regular Tomball City Council Meeting

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



**MONDAY, OCTOBER 7, 2019
6:00 P.M.**

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

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Klein Quinn
Councilman Townsend

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
Administrative Assistant-CSO – Sasha Luna
Community Center Manager – Rosalie Dillon
Police Captain – Ricky Doerre
Police Captain – Brian Hill
Utilities Billing Supervisor – Lauren Sykora

2.0 The invocation was led by Pastor Bill Haygood – Tomball United Methodist Church.

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

4.0 No public comments were received.

5.0 Reports and Announcements:

- October 12, 2019 – **“Zomball in Tomball”**
- October 19, 2019 – **Freight Train Food Truck Festival at the Depot**
- October 26, 2019 – **9th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- November 9, 2019 – **“Depot Day”** – 10:00 a.m.-5:00 p.m., **a National Model Railroad Month Celebration at the Depot - Tomball**
- November 16, 2019 – **Tomball Holiday Parade**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - * Mike Baxter reported on the Success of **GroovFest ’19 at the Depot.**
 - * Brian Hill reported on the success of **National Night Out.**

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the following meetings:

- September 16, 2019 Regular Tomball City Council Meeting
- September 23, 2019 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
- September 30, 2019 Special Tomball City Council Meeting

Motion carried unanimously.

7.0 Old Business:

- 7.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2019-20, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (*Being 9.493 Acres of Land Situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and Being a Part of That Certain Tract of Land Described in the Deed to Merenco Realty, Inc. Recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is Part of that Certain 606.1394 Acre Tract of Land Described in the Deed to Merenco Realty, Inc. [an Undivided One-Half Interest] Recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T. - Merenco Tract*). Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>

Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 7.2 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on Second Reading, Ordinance No. 2019-21, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.341455/\$100 Value Assessed for the Year 2019 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject. Vote was as follows:

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

Motion carried unanimously.

- 7.3 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2019-22, an Ordinance of the City of Tomball, Texas Adopting the Tomball Comprehensive Plan, as an Update to the First Comprehensive Plan – Vision 2030, Providing an Overview of Existing Conditions, Demographics and Socioeconomic Characteristics; Analyzing Community Input; Providing Maps Describing Proposed Future Land Uses; Establishing Goals, Recommendations, Implementation Strategies; and Providing for Severability. Vote was as follows:

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

Motion carried unanimously.

- 8.0 New 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.]*

- 8.1 Approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28226, styled *City of Tomball, et al vs. Morris, Anna*, said Property being described as: Lot No. 23, Block No. 103, Tomball, Located in Harris County Texas and Being More Particularly Described in Volume 359, Page 318 of the Deed Records of Harris County, Texas, HCAD Acct No. 035-281-004-0023, to Robert and Jill Carr, in the Amount of \$2,000.00; Located at 0 Moore Street, Tomball
- 8.2 Approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28227, styled *City of Tomball, et al vs. Johnson, T. H.*, said Property being described as: Lot No. 33, Block No. 103, Tomball, Located in Harris County Texas and Being More Particularly Described in Volume 1008, Page 47 of the Deed Records of Harris County, Texas, HCAD Acct No. 035-281-004-0033, to Robert and Jill Carr, in the Amount of \$2,000.00; Located at 0 Moore Street, Tomball
- 8.3 Approve Amended Development Agreement between the City of Tomball and Tomball Timber Trails, LLC, Amending the Original Development Agreement Approved by Council on November 5, 2018, to Include Paving as a Reimbursable Cost (TPID 8 - Timber Trails Subdivision)
- 8.4 Approve Amended Development Agreement between the City of Tomball and Brown Road, LLC, Amending the Original Development Agreement Approved by Council on May 14, 2019, to Include Paving as a Reimbursable Cost (TPID 9 - Tomball Heights Subdivision)
- 8.5 Approve Resolution No. 2019-35, a Resolution of the City Council of the City of Tomball, Texas, Stating that the City of Tomball Has No Objections to the Application by HVM BP Tomball Cong., LLC for the Rehabilitation of the Elderly Designated Multi-Family Housing Development Known as The Village Apartments

Motion was made by Councilman Klein Quinn, second by Councilman Stoll, to approve Items 8.1 through 8.5 on the New Business Consent Agenda.

Motion carried unanimously.

9.0 New Business:

- 9.1 Presentation and Discussion regarding the Adoption of Updated Impact Fees for Water and Wastewater, in Accordance with Chapter 395, Texas Local Government Code; Making Other Findings and Providing Details Related Thereto
 - Conduct Public Hearing on Amendment of Land Use Assumptions, Capital Improvements Plan and Impact Fees

Mayor Fagan opened the Public Hearing at 6:30 p.m.; the following public comments were received:

- | | | |
|---|---|--|
| Bryan Hutson
55 W. Turnberry Pl, 77381 | - | Expressed his concerns regarding the proposed changes. |
| Teresa Latsis
9320 Rosie Lane | - | Expressed her opposition regarding the proposed changes. |

Receiving no additional public comments, Mayor Fagan closed the Public Hearing at 6:35 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2019-24 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2019-24, an Ordinance of the City of Tomball, Texas, Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability. Vote was as follows:

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

Motion carried unanimously.

- 9.2 Mayor Fagan opened the Public Hearing to Consider Proposed Assessments against Grand Junction Section One Properties in the City of Tomball Public Improvement District Number Seven, Established by City Council Resolution No. 2018-08 (TPID 7 – Grand Junction Subdivision) at 6:39 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:39 p.m.

- 9.3 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to read Ordinance No. 2019-25 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Stoll, second by Councilman Ford, to adopt, on First Reading, Ordinance No. 2019-25, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Seven (TPID 7 – Grand Junction Subdivision). Vote was as follows:

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

Motion carried unanimously.

- 9.4 Motion was made by Councilman Stoll, second by Councilman Ford, to read Ordinance No. 2019-26 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Ford, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2019-26, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment Against Section One Properties within the City of Tomball Public Improvement District Number Seven (TPID 7 – Grand Junction Subdivision); and Making Certain Findings Related Thereto. Vote was as follows:

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

Motion carried unanimously.

- 9.5 Motion was made by Councilman Stoll, second by Councilman Klein Quinn, to read Ordinance No. 2019-23 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Degges, to adopt on First Reading, Ordinance No. 2019-23, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Chapter 36 – Solid Waste, in Its Entirety and Adopting a New Chapter 36 – Solid Waste; Providing for Severability; and Making Other Provisions and

Findings Related Thereto. Vote was as follows:

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

Motion carried unanimously.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Resolution No. 2019-28, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (*Being a 0.8684-acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way*) [22526 Huffsmith-Kohrville and setting November 4, 2019 Council meeting at 6:00 p.m. as the date, time and place for the Public Hearing.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Townsend, second by Councilman Degges, to approve Resolution No. 2019-39, a Resolution of the City of Tomball, Texas, Amending the Municipal Court Fees and the Garbage and Trash Collection/Disposal Service Rates in the Master Fee Schedule for Fiscal Year 2019-2020.

Motion carried unanimously.

- 9.8 Motion was made by Councilman Ford, second by Councilman Townsend, to approve Resolution No. 2019-40, a Resolution of the City Council of the City of Tomball, Texas Approving a Development Agreement Relating to the Raburn Reserve Public Improvement District Project (TPID 10).

Motion carried unanimously.

- 9.9 Motion was made by Councilman Ford, second by Councilman Stoll, to approve Resolution No. 2019-41, a Resolution of the City Council of the City of Tomball, Texas, Authorizing and Creating the Raburn Reserve Public Improvement District in the City of Tomball, Harris County, Texas, in Accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date (TPID 10).

Motion carried unanimously.

- 9.10 Motion was made by Councilman Townsend, second by Councilman Ford, to approve Resolution No. 2019-42, a Resolution of the City Council of the City of Tomball, Texas, Calling for a Public Hearing on the Addition of Land to the Raburn Reserve Public Improvement District Located within the City of Tomball (TPID 10) and setting November 4, 2019 Council meeting at 6:00 p.m. as the date, time and place for the Public Hearing.

Motion carried unanimously.

- 9.11 Motion was made by Councilman Townsend, second by Councilman Degges, to approve Contract with Oller Engineering, Inc. for Engineering Design and Inspection for Rehabilitation of the North Sanitary Sewer Basin for a Total of \$110,275.00.

Motion carried unanimously.

- 9.12 Motion was made by Councilman Klein Quinn, second by Councilman Townsend, to approve Interlocal Agreement with Harris County for the Operation and Maintenance of Broussard Community Park and Authorize City Manager to Execute the Agreement.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned at 7:02 p.m.

PASSED AND APPROVED this the 19th day of August 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Adopt, on Second Reading, Ordinance No. 2019-23, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Chapter 36 – Solid Waste, in Its Entirety and Adopting a New Chapter 36 – Solid Waste; Providing for Severability; and Making Other Provisions and Findings Related Thereto

Background:

The contract approved by City Council for collection of solid waste and recycling has changed the policies and procedures for both residential and commercial units.

Currently, Chapter 36 does not address the ability to utilize poly carts for collection. Based on the new procedures it was determined to be in the best interest of our citizens to repeal Chapter 36 in its entirety and adopt a new Chapter 36 - Solid Waste in order to adequately reflect the services to be provided under our new contract.

Origination:

Public Works Department

Recommendation:

Adopt Ordinance No. 2019-23 on second 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. 2019-23 - Chapter 36 Solid Waste

ORDINANCE NO. 2019-23

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY REPEALING CHAPTER 36 – SOLID WASTE, IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 36 – SOLID WASTE; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, a new contract has been executed between the City of Tomball and contractor for collection of solid waste and recycling within the city limits thus changing the policies and procedures of collection for residential and commercial units;

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of its citizens to adopt new regulations for the collection of solid waste and recycling material; now therefore,

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by repealing Chapter 36 – Solid Waste, previously adopted on December 20, 1982 by Ordinance No. 1982-25, in its entirety. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by adopting Chapter 36 – Solid Waste, attached hereto and incorporated herein by this reference for all purposes.

Section 3. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the solid waste contract executed between the City and contractor. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF
OCTOBER 2019.

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

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

Chapter 36 – Solid Waste

ARTICLE I. GENERAL PROVISIONS

Sec. 36-1. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bags shall mean plastics sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity volume not to exceed 40 pounds.

Bin/Dumpster shall mean metal collection receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units, clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

Bin for Recycling shall mean an 18 gallon recycling bin, provided by the Contractor, equipped with handles and no wheels or cover.

Brush shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Limbs shall not exceed four feet (4') in length and not exceed four inches (4") in diameter. All Brush must be tied and bundled. No bags or bundles shall exceed 40 pounds in total weight.

Bulky Waste shall mean appliances or "White Goods," furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants, must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Putrescible household waste, construction debris and yard trimmings are not considered Bulky Waste.

Cart for Solid Waste shall mean a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles, and a tight-fitting cover. Carts shall be capable of being mechanically unloaded into the Contractor's collection vehicles. Cart weight, when full, shall not exceed 375 pounds. Each Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

Cart for Recycling shall mean a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover with a color

differentiating it from a Cart for Solid Waste. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. Cart lid will be embossed to provide the acceptable Recyclable Materials list for the Resident. Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

Citizens Assistance Program (CAP) shall mean an assistance program provided by Contractor offering special provisions for those residents that are physically unable to place their Bags or Containers in the required Collection Location.

Collection Locations shall mean designated area for the placement of Bags, Carts, Bulky Waste, or other acceptable materials for collection.

Commercial/Industrial Unit shall mean all premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City and not a residential unit.

Commercial/Industrial Waste shall mean all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste.

Compactor Unit shall mean a mechanical unit that receives, compacts, and reduces the volume of municipal solid waste, refuse or garbage. The unit may be stationary or mobile.

Container see *Cart for Solid Waste*, *Cart for Recycling* or *Bin for Recycling*, *Bin/Dumpster*, *Roll-Off* or *Compactor*

Contractor shall mean the City or individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

Curbside shall mean within three (3) feet of the curb/ edge of pavement that provides primary access for service.

Excluded Waste shall mean waste or other materials not adhering to the definitions and requirements of Brush, Solid Waste Materials and/or Recyclable Materials outlined in the Contract.

Hazardous Waste shall mean waste or any other material, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste or any other material, in any amount, which is regulated under Federal or State law.

Recyclable Material or Recyclables shall mean material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a

substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The contractor will not dispose of such Recyclable Materials at the disposal site and will deliver Recyclable Materials to an appropriate recycling facility.

Recycle or Recycling shall mean the collection, separation, recovery and sale or reuse of metals, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

Recycling Container shall mean recycling services generally provided to Single Family Structures. Recyclables Materials are placed by customers at curbside for collection.

Residential Unit shall mean a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Solid Waste shall mean garbage, rubbish, refuse, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, S91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

Special Collection shall mean a fee-based collection available to a resident to collect Brush & Bulk Waste Materials that are in excess of the two (2) cubic yard weekly limit. The maximum volume to be collected as a "special collection" shall not exceed ten (10) cubic yards and excludes Construction and Demolition and any other materials that are too heavy for manual collection by the Contractor.

Sec. 36-2. – Littering Prohibited.

It shall be unlawful for any person to throw, drop, cast or deposit upon any street, alley, sidewalk or any yard or premises, public or private, any filth of any kind, including but not limited to garbage, trash or cans, paper, paper containers, rubbish, trees limbs, grass cuttings, bottles or any other form of litter or waste material.

Sec. 36-3. – Enforcement.

The City Manager or appointed designee is hereby authorized to enforce such rules and regulations as are established by the City Council and to make all necessary inspections and investigations to see that the terms of this chapter are being fulfilled.

Sec. 36-4. – Unlawful Deposits.

It shall be unlawful for any person to dump, unload, discharge, or in any manner place or cause to be placed any garbage, trash, or other waste materials of any kind or description whatsoever on any lot, tract or parcel of land located within the city limits, except at designated collection locations which are to be serviced by designated contractor.

Sec. 36-5. – Unlawful Collection.

No person, except an authorized Contractor and/or employee of the City shall collect or empty Residential, Commercial or Industrial Solid Waste or convey or transport Solid Waste on the streets, alleys or easements of the City, except as previously provided in this chapter or with prior approval; provided, however, this provision does not prohibit persons or businesses with their own equipment from hauling, on a temporary basis, their own Solid Waste and/or debris from their own lot clearing, construction or demolition operations in the City.

Sec. 36-6 – Disposal of Heavy or Dangerous Accumulations.

Heavy or dangerous accumulations such as, but not limited to, brick, broken concrete, lumber, timbers, ashes, cinders, dirt, plaster, sand or gravel, automotive frames, bodies or chassis, or parts thereof, dead trees, door and window frames, gasoline or electric motors and engines, explosives, fireworks, ammunition, bottled acids or corrosive chemicals, and other bulky, heavy, or dangerous materials shall not be collected by the Contractor, but shall be disposed of at the expense of the owner thereof, or the person controlling same.

Secs. 36-7 – 36-26. – Reserved.

ARTICLE II. – COLLECTION

DIVISION I. – GENERAL PROVISIONS

Sec. 36-27. – Accumulation Prohibited.

It shall be unlawful for any person to accumulate or allow accumulation of any garbage or refuse within the City.

Sec. 36-28. – Applicability.

The provisions of this article shall apply to all territories within the corporate city limits.

Sec. 36-29. – Collection by City Only.

The collection and disposal of Solid Waste, Bulky Waste and Recycling shall be completed by the City or a designated Contractor. Private or individual collection and disposal of garbage is prohibited, except as may be expressly authorized in this chapter. It shall be unlawful for any person to collect, pick up, or otherwise dispose of any Solid Waste, Bulky Waste or Recycling within the City without first obtaining a written permit therefore granted by City Council.

Sec. 36-30. – General Disposal.

It shall be the duty of every person in charge of premises, including multiunit dwellings, within the City, to prepare the Solid Waste, Bulky Waste and Recycling from such premises and timely place at the designated Collection Location for collection by the designated Contractor in accordance with the terms and conditions of this article.

Sec. 36-31. – Proper Preparation and Collection Locations.

The designated Contractor will not collect any Solid Waste, Bulky Waste and Recycling where it is not prepared for collection or placed in the designated Collection Location, as designated by the terms of this chapter. Failure to comply with this provision will be an offense, and each day's failure to comply with same shall constitute a separate offense.

Sec. 36-32. – Refusal to Collect.

Contractor shall not collect Solid Waste, Recycling, Brush and/or Bulky Waste, where such accumulation is not prepared for collection and placed in accordance with the divisions of this chapter. The Contractor's failure to collect shall not excuse the violation of any provision of these divisions or of any other City Ordinance.

Sec. 36-33. – Pilfering and Tampering.

It shall be unlawful for any person to tamper with Solid Waste and Recycling Containers including Bags, Carts for Solid Waste and/or Recycling, and Bins/Dumpsters, or to pilfer or scatter the contents thereof on any city street, alley or easement.

Sec. 36-34. Charges for Services.

- a.) There shall be a monthly service charge assessed for the collection and disposal of Solid Waste, Bulky Waste and/or Recycling within the City as currently established in the Master Fee Schedule or as hereafter adopted by the City Council from time to time and on file in the Office of the City Secretary.
- b.) All Residential and Commercial Units with an active utility account are required to maintain Solid Waste and/or Recycling services.

Sec. 36-35. Storage.

Containers shall be collected on collection day and storage must not be visible from the roadway.

Secs. 36-36 – 36-39. – Reserved.

ARTICLE III. – RESIDENTIAL COLLECTION

DIVISION I. – PROVISIONS

Sec. 36-40. – Collection of Charges.

- a.) Fees and/or charges for the collection and removal of Solid Waste, Bulky Waste and/or Recycling for the Residential Units shall be billed with and paid in the same manner as billing for utility services rendered by the City.
- b.) All charges for services under this chapter shall be due and payable by 4:00 PM CST, on the last business day of the month; provided, however that if such due date shall fall on a legal holiday observed by the City, bill shall be due and payable by the business day before.
- c.) Services shall be discontinued if payment is not received by the tenth day of the following month, and services shall not be resumed until all charges have been paid in full.

Sec. 36-41. – Collection Schedule.

Residential Units shall receive Solid Waste collection twice per week and Recycling, Brush and Bulky Waste collection shall be collected once per week according to a schedule to be determined by the City Manager or designee.

Sec. 36-42. – Residential Solid Waste and Recycling.

- a.) Containers or Bags shall be placed out for collection at the designated Collection Location no later than 7:00 AM CST on collection day.
- b.) Containers and Bags shall not be placed out for collection before 5:00 PM CST the day before collection and shall be removed no later than 10:00 PM CST on collection day.

Sec. 36-43. – Citizens Assistance Program.

Contractor shall provide special provisions for those Residential Units that are physically unable to place their Containers or Bags in the required Collection Location in accordance with the Citizens Assistance Program (CAP).

Sec. 36-44. – Responsibility.

Bags placed out for collection are the responsibility of the Residential Unit therefore removal of the scattered contents due to damage is the responsibility of the Residential Unit.

Sec. 36-45. – Right to Reject Excluded Waste.

If Excluded Waste is set out by a Residential Unit for collection, Contractor may, in its sole discretion, reject such waste. Contractor shall leave a printed explanation notice for the Residential Unit to explain why the waste was not collected.

Sec. 36-46 – 36-54. – Reserved.

DIVISION II. – BAG SERVICE

Sec. 36-55. – Bag Collection.

- a.) Residential Units utilizing bags for Solid Waste collection shall be placed at the designated Collection Location and shall not exceed 40 pounds per bag and 100 gallons per collection.
- b.) Bags placed out for collection shall be properly secured as to prevent scattering of the contents to any City street, alley, easement or neighboring property.

Sec. 36-56. – Placement of Bags.

Solid Waste shall be placed in properly secured Bags and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location. The Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by the chapter.

DIVISION III. – CART SERVICE

Sec. 36-57. – General Provisions.

- a.) At the request of the Residential Unit, the Contractor shall provide each Residential Unit with a Container for the disposal of accumulated Solid Waste. Residential Units are only allowed to utilize the Container for disposal of Solid Waste, no additional boxes, bags and/or other disposable containers may be utilized outside of the Container, unless accumulation is considered Bulky Waste.
- b.) Each Residential Unit may request, at their own expense, additional Containers for the collection of Solid Waste.
- c.) All residential Solid Waste and Recycling must be placed in approved Containers except as noted within this chapter, with a limit not to exceed 100 gallons per collection day.
- d.) All loose trash accumulations shall be deposited in Containers as specified in subsection (a) of this section and placed for collection at the designated Collection Location.
- e.) Containers placed out for collection are the responsibility of the Residential Unit therefore removal of the scattered contents due to damage is the responsibility of the Residential Unit.
- f.) Container lids or covers shall at all times be kept closed in order to prevent access to the contents of the Container, and such lids or covers shall only be opened while the Containers are being filled or emptied.
- g.) Containers must be retrieved following collection, as defined by this chapter, and properly stored.

Sec. 36-58. – Placement of Containers.

- a.) Solid Waste shall be placed in approved Containers and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location for containers. The

Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by this chapter.

- b.) Containers shall have a minimum of three (3) foot clearance on each side to ensure adequate space for retrieval.
- c.) Containers shall be placed securely at designated Collection Locations to avoid tipping or falling and prevent scattering of contents into the City Street, alley, easement or neighboring property.

DIVISION IV. – RECYCLING

Sec. 36-59. – General Provisions.

- a.) Containers must be retrieved following collection, as defined by this chapter, and properly stored.
- b.) All accumulations shall be deposited in Containers, no loose accumulation or additional Containers are permitted unless provided by Contractor.

Sec. 36-60. – Bin Collection.

- a.) At the request of the Residential Unit, the Contractor shall provide each unit with an 18 gallon Bin for Recycling for the collection of Recyclable Material.
- b.) Residential Units are only allowed to utilize the provided Container for the collection of recyclables, no additional boxes, bags and/or other disposable containers may be utilized.

Sec. 36-61. - Cart Collection.

- a.) At the request of the Residential Unit, the Contractor shall provide each unit with 65 or 95 gallon Cart for Recycling for the collection of Recyclable Material. Residential Units are only allowed to utilize the provided Container for the collection of Recyclables, no additional boxes, bags and/or other disposable containers may be utilized outside of the Poly Cart, unless accumulation is considered Bulky Waste.
- b.) Each Residential Unit may request, at their own expense, additional Containers for the collection of Recycling.

Sec. 36-62. – Placement of Containers.

- a.) Recycling shall be placed in approved Containers and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location for containers. The

Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by the chapter.

- b.) Cart for Recycling shall have a minimum of three (3) foot clearance on each side to ensure adequate space for retrieval.

DIVISION V. – BRUSH.

Sec. 36-63. General Provisions

- a.) Residential Units shall bundle brush and tree limbs no larger than four (4) feet in length and four inches (4”) in diameter, and bundled in a pile not to exceed four feet (4’) in height and shall not be in excess of two (2) cubic yards per collection.
- b.) Tree limbs larger than four inches (4”) in diameter shall be considered Excluded Waste.
- c.) Brush in excess of two (2) cubic yards shall be considered a Special Collection and will require service request from the Residential Unit.

Sec. 36-64. Special Collections.

- a.) Fee-based collection shall be made available to a Residential Unit for Brush that is in excess of two (2) cubic yard weekly limit.
- b.) The maximum volume to be collected as a “Special Collection” shall not exceed ten (10) cubic yards and excludes construction, demolition and debris materials that are too heavy for manual collection by the crew.

Sec. 36-65. Collection Location.

- a.) Placement for Brush for collection shall be placed in accordance with the designated Collection Location.
- b.) Brush shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water.

DIVISION VI. – BULKY WASTE

Sec. 36-66. – Provisions

- a.) Bulky Waste must be acceptable for disposal at a Type I municipal solid waste landfill.

- b.) Appliances shall only be collected and disposed of by Contractor if they have been certified by an authorized technician as having been drained of CFCs/Freon and fluids.

Sec. 36-67. – Special Collections.

- a.) Fee-based collection shall be made available to a Residential Unit for Bulky Waste that is in excess of two (2) cubic yard weekly limit.
- b.) The maximum volume to be collected as a “special collection” shall not exceed ten (10) cubic yards and excludes Construction, Demolition and Debris materials that are too heavy for manual collection by the crew.

Sec. 36-68. Collection Location.

- a.) Placement for Bulky Waste for collection shall be placed in accordance with the designated Collection Location.
- b.) Bulky Waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water.

Sec. 36-69 – 36-74. – Reserved

ARTICLE IV. – COMMERCIAL COLLECTION

DIVISION I. – PROVISIONS

Sec. 36-75. – Collection of Charges.

- a.) Charges for the collection and removal of Solid Waste and/or Carts for Recycling for Commercial Units shall be billed with and paid in the same manner as billing for Utility Services rendered by the City.
- b.) All charges for services under this chapter shall be due and payable by 4:00 PM CST, on the last business day of the month; provided, however that if such due date shall fall on a legal holiday observed by the City, bill shall be due and payable by the business day before.
- c.) Services shall be discontinued if payment is not received by the tenth day of the following month, and services shall not be resumed until all charges have been paid in full.
- d.) Commercial Unit is responsible for any damage or theft to Container including, but not limited to, cost of replacement for Container.

Sec. 36-76. – Collection Schedule.

- a.) Commercial Units shall receive scheduled Solid Waste collection not to exceed six (6) collections per week, unless additional collections are requested.
 - i. Commercial Units generating putrescible Solid Waste shall receive a minimum of twice a week collection.
- b.) Recycling collection (poly carts only) shall be collected once per week according to a schedule to be determined by the City Manager or designee.

Sec. 36-77. –Commercial Solid Waste and/or Recycling.

- a.) All Commercial Units shall place Solid Waste and Recycling in approved Containers, except as noted within this chapter.
- b.) All Commercial/ Industrial Waste must be placed in Containers with a limit not to exceed the capacity of the closed Container.
 - i. Should a Container exceed the capacity of the Container, a request will be made to the Commercial Unit to adjust the capacity for safety and compliance.
- c.) Containers shall be placed out for collection at the designated Collection Location no later 7:00 AM CST on collection day, and Containers must be retrieved following collection, as defined by this chapter, and properly stored.
- d.) Containers, including enclosures, must be accessible at all times to Contractor.

Sec. 36-78. – Commercial Containers and Enclosures.

All new Commercial Units, units with a change of use and/or units requesting a change in Solid Waste service, must adhere to section 50-115 of the Code of Ordinances.

Sec. 36-79. – Responsibility.

Containers placed out for collection are the responsibility of the Commercial Unit therefore removal of the scattered contents due to damage is the responsibility of the Commercial Unit.

Sec. 36-80 – Unlawful Deposits.

Containers shall only be used by those Commercial Units paying for such use. It shall be unlawful for any person to utilize a Container furnished by Contractor and further shall be unlawful to remove the contents thereof. However, this shall not apply to the owner or occupant of the Commercial Unit which such Container has been furnished, nor to their employees.

Sec. 36-81. – Right to Reject Excluded Waste.

If Excluded Waste is set out by a Commercial Unit for collection, Contractor may, in its sole discretion, reject such waste. Contractor shall leave a printed explanation notice for the Commercial Unit to explain why the waste was not collected.

Sec. 36-82. – Unlawful Use of Containers.

It shall be unlawful to make a fire or burn any material in a Container furnished by Contractor or to paint or mark upon same, or to place any posted, placet or sign upon same.

Sec. 36-83. – Accumulation of Solid Waste around Container.

It shall be unlawful for Commercial Unit owner or occupant to allow accumulation of garbage or trash around Containers or in the vicinity of such Container and it shall be their responsibility to place all garbage and trash in such Container. The use of any other system or Container for collection when service is provided other than as set forth in the section shall be unlawful.

DIVISION II. –BINS/ DUMPSTERS**Sec. 36-84. – General Provisions.**

- a.) Lids and doors of all Bins/Dumpsters and enclosures shall be kept closed at all times except when the Container is being filled or emptied.
- b.) Empty boxes shall be flattened before being placed in Container.
- c.) A key shall be provided to Contractor for any lock provided by the Commercial Unit for access to the Container.

DIVISION III. – COMPACTOR UNIT**Sec. 36-85. – General Provisions.**

The Commercial Unit may contract with a Contractor of their choice for the rental of the Compactor Unit. Commercial Unit must utilize the authorized Contractor for collection service.

DIVISION IV. – ROLL-OFF

Sec. 36-86. General Provisions.

- a.) Customer seeking permanent and/or temporary Roll-Off Containers for Special Collections of Bulky Waste, construction demolition and debris or other Solid Waste material that is not eligible to be placed in Bin/Dumpster shall establish an account for Roll-Off services with the authorized Contractor.
- b.) All billing for Roll-Off Containers will be processed by the Contractor with payment to be made to Contractor by the payment date reflected on invoice.

DIVISION V. – RECYCLING

Sec. 36-87. General Provisions.

Commercial Units are permitted to utilize any third party vendor for commercial recycling service.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Adopt, on Second Reading, Ordinance No. 2019-24 an Ordinance of the City of Tomball, Texas, Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability.

Background:

On August 12, 2019, the Capital Improvements Plan Advisory Committee (CIPAC) reviewed the 2019 City of Tomball Water and Wastewater Impact Fee Study as prepared by Freese and Nichols, Inc. and City staff. The CIPAC made its formal recommendation (with a 6-0 vote) for the City Council to approve an annual increase of 15 percent, up to the maximum allowable fee, for water and to immediately approve the maximum allowable fee for wastewater. The maximum allowable fee, for a ¾ inch water meter, is \$3,781.00 for water and \$2,521.00 for wastewater. The recommended fee increases are recommended to occur upon adoption by City Council and each subsequent year on October 1st.

Origination:

Community Development Department

Recommendation:

Adopt, on Second Reading, Ordinance No. 2019-24

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. 2019-24

Presentation

CIPAC Recommendation Letter

Notice of Public Hearing

2019 City of Tomball Water and Wastewater Impact Fee Study

ORDINANCE NO. 2019-24

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, ADOPTING
IMPACT FEES FOR WATER AND WASTEWATER FACILITIES;
DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT
AND COLLECTION OF SUCH IMPACT FEES; CONTAINING OTHER
PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR
SEVERABILITY.**

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the “City”) has reviewed and evaluated its impact fees for water and wastewater facilities in the time and manner required by law; and

WHEREAS, the City Council has employed qualified professionals to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City, and each was considered by the City’s advisory committee, and such assumptions, plan, and proposed fees were filed with the City, along with the advisory committee’s comments; and

WHEREAS, the City Council has called, given notice of, and conducted a public hearing on such assumptions, plan, and proposed fees, in the time and manner required by law; and

WHEREAS, the City Council now desires to adopt such impact fees for water and wastewater facilities, all in accordance with said Chapter 395, Texas Local Government Code; now, therefore,

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

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

Section 2. **Title.** This Ordinance shall be known and cited as the "City of Tomball Impact Fee Ordinance."

Section 3. **Purpose.** This Ordinance is intended to impose and levy water and wastewater impact fees on new development, as established in this Ordinance, in order to finance public facilities, the demand for which is generated by new development in the designated service areas.

Section 4. **Authorization.** The City is authorized to enact this Ordinance in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development.

Section 5. **Impact Fees.** The impact fees set forth in Exhibit "A", are hereby levied on lands located within the corporate boundaries of the City and Extraterritorial Jurisdiction.

Section 6. **Collection of Impact Fees.** For all new developments, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.

Section 7. **Establishment of Accounts.**

A. The City shall establish an account to which interest is allocated for each type of capital facility for which an impact fee is imposed pursuant to this Ordinance. Each impact fee collected within the service area shall be deposited in such account.

B. Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Section 8 below.

C. The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Section 8. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance.

D. The City shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Section 8. **Use of Proceeds of Impact Fee Accounts.** The impact fees collected pursuant to this Ordinance may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the City of Tomball 2019 Water and Wastewater Impact Fee Study for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes, or other obligations issued by or on behalf of the City to finance such capital improvements or facility expansion. Impact fees also may be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee capital improvements plan.

Section 9. **Refunds and Rebates.**

A. Upon application, any impact fee, or portion thereof, collected pursuant to this Ordinance, which has not been expended within the service area within ten (10) years from the

date of payment, shall be refunded to the record owner of the property for which the impact fee was paid or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute. An impact fee shall be considered expended on a first in, first out basis.

B. Upon application, any impact fee collected pursuant to this Ordinance shall be refunded if:

1. Existing service is available and service is denied; or
2. Service was not available when the fee was collected and the City has failed to commence construction of facilities to provide service within two (2) years of fee payment; or
3. Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in any event later than five (5) years from the date of fee payment.

Section 10. **Repealer.** Ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 11. **Severability Clause.** In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 12. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

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 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF OCTOBER 2019.

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

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

Exhibit A

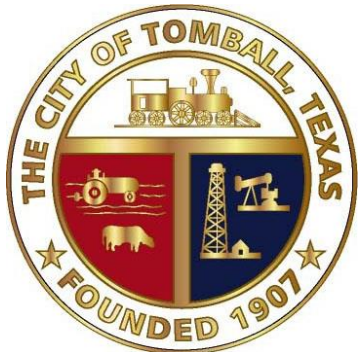
Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	\$2,325.96	\$2,674.85	\$3,023.75	\$3,372.64	\$3,721.54	\$3,781.00
1"	\$5,814.90	\$4,467.00	\$5,049.66	\$5,632.31	\$6,214.97	\$6,314.27
1-1/2"	\$11,629.80	\$8,907.25	\$10,069.09	\$11,230.89	\$12,392.73	\$12,590.73
2"	\$18,607.68	\$14,256.95	\$16,116.59	\$17,976.17	\$19,835.81	\$20,152.73
3"	\$37,215.36	\$31,215.50	\$35,287.16	\$39,358.71	\$43,430.37	\$44,124.27
4"	\$58,149.00	\$53,497.00	\$60,475.00	\$67,452.80	\$74,430.80	\$75,620.00
6"	\$116,298.00	\$120,368.25	\$136,068.75	\$151,768.80	\$167,469.30	\$170,145.00
8"	\$186,076.80	\$142,649.75	\$161,256.59	\$179,862.89	\$198,469.73	\$201,640.73

Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	\$2,322.57	\$2,521.00
1"	\$5,806.43	\$4,210.07
1-1/2"	\$11,612.85	\$8,394.93
2"	\$18,580.56	\$13,436.93
3"	\$37,161.12	\$29,420.07
4"	\$58,064.25	\$50,420.00
6"	\$116,128.50	\$113,445.00
8"	\$185,805.60	\$134,444.93



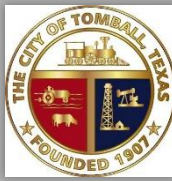
WATER AND WASTEWATER IMPACT FEE UPDATE

PUBLIC HEARING



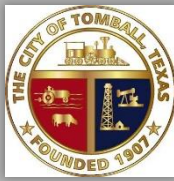
October 7, 2019

Water and Wastewater Impact Fee Background



- Governed by Chapter 395 of the Texas Local Government Code
- Why have Impact Fees?
 - ✓ Allows cities to recoup costs associated with infrastructure needed to serve future development
 - ✓ Alleviates burden of new facilities on existing customers
 - ✓ Makes “growth pay for a share of the growth”
- Study determines the maximum fee *allowed* by state law
- City Council sets the *actual* fee to be collected from new development

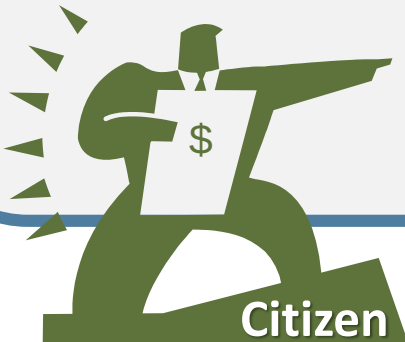
The Basic Question



WHO PAYS FOR GROWTH?

CAPITAL RECOVERY FEES

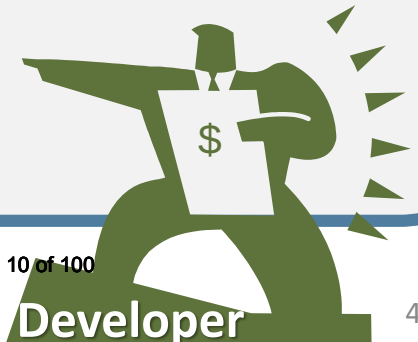
New development shares in part of this responsibility



Citizen

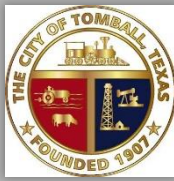
NO CAPITAL RECOVERY FEES

Existing and future tax payers build all capital facilities



Developer

Impact Fee Process



Establish the CIPAC

Identify Service Areas

Develop Land Use Assumptions

Develop Impact Fee Capital Improvements Plan

Impact Fee Calculation and Report Preparation

CIPAC Workshop

Public Hearing & Council Approval of Impact Fees

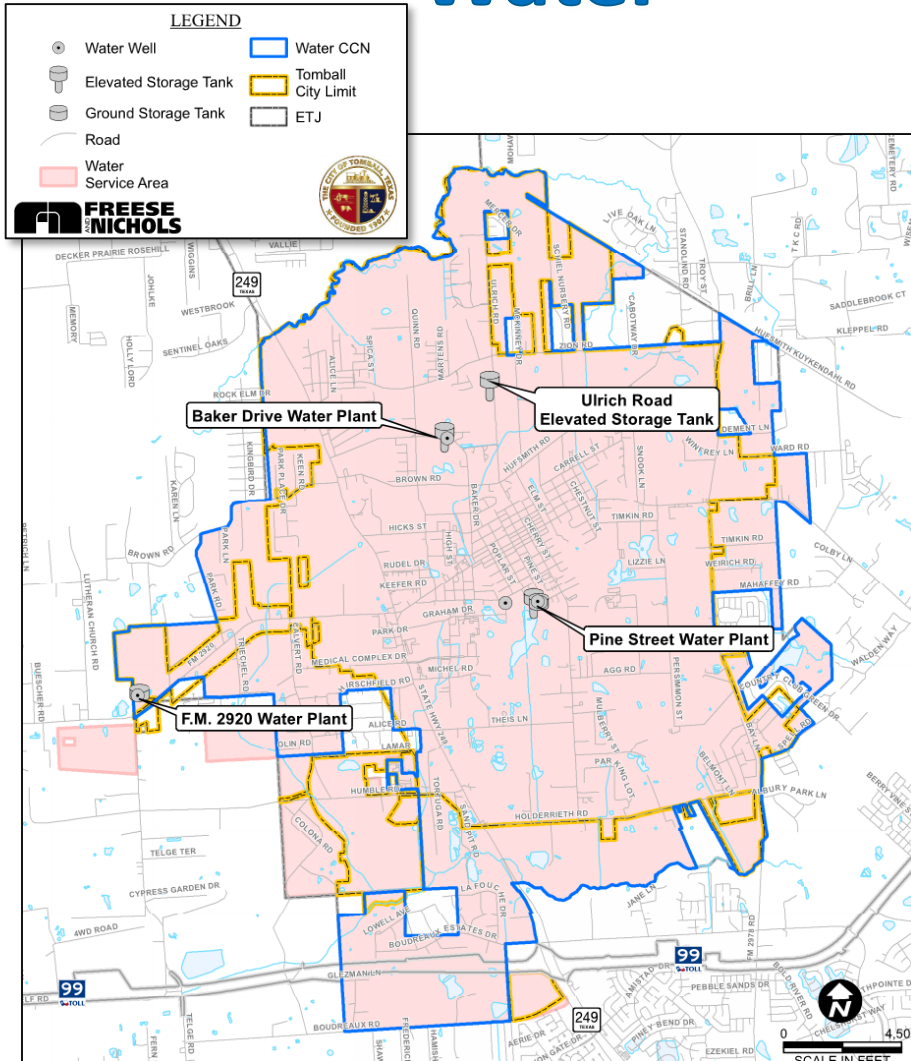
Adopt Water/Wastewater Impact Fee Ordinance

CIPAC =
Capital
Improvements
Projects
Advisory
Committee

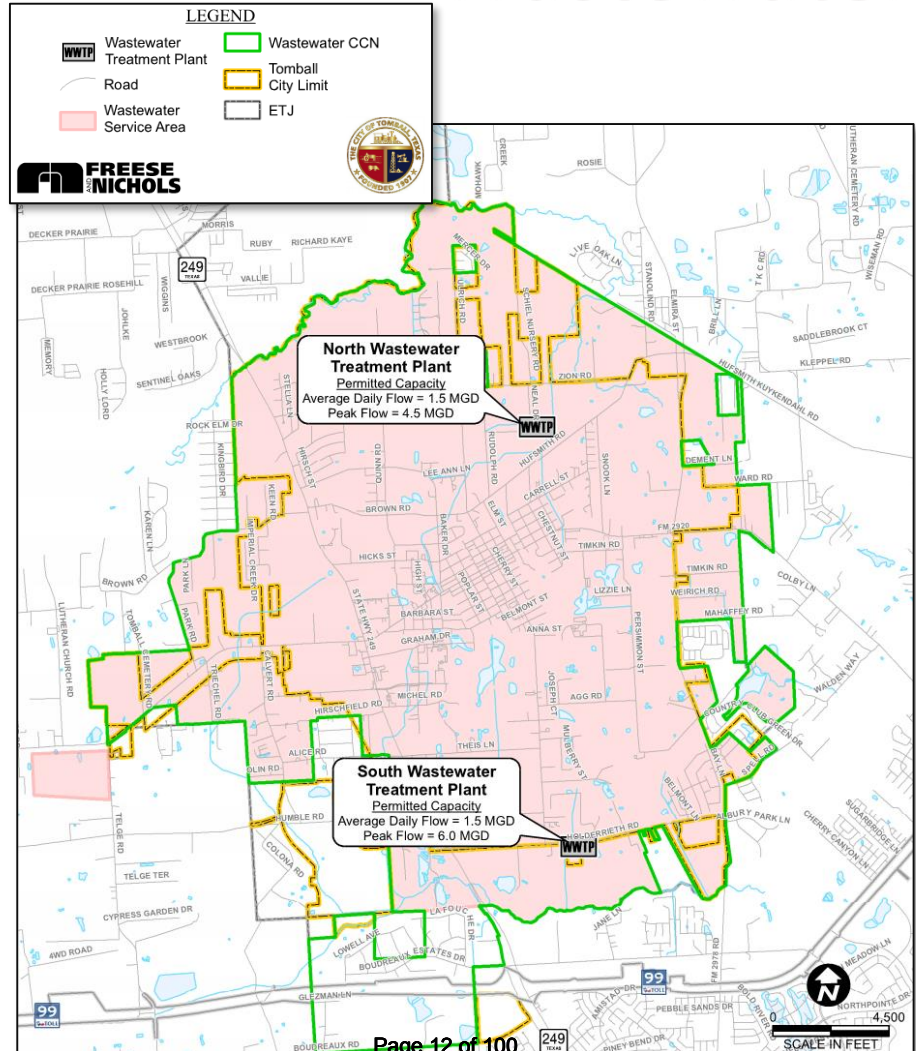
Water and Wastewater Impact Fee Service Area



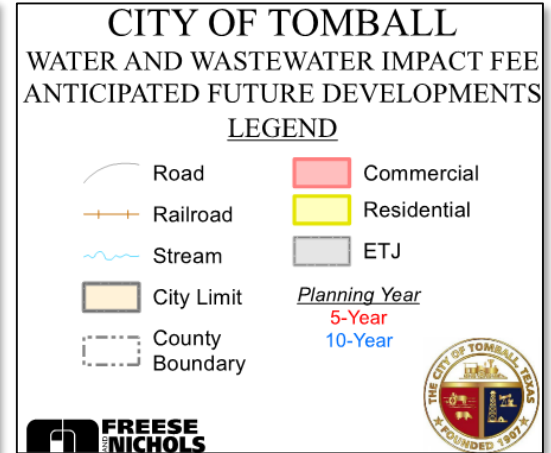
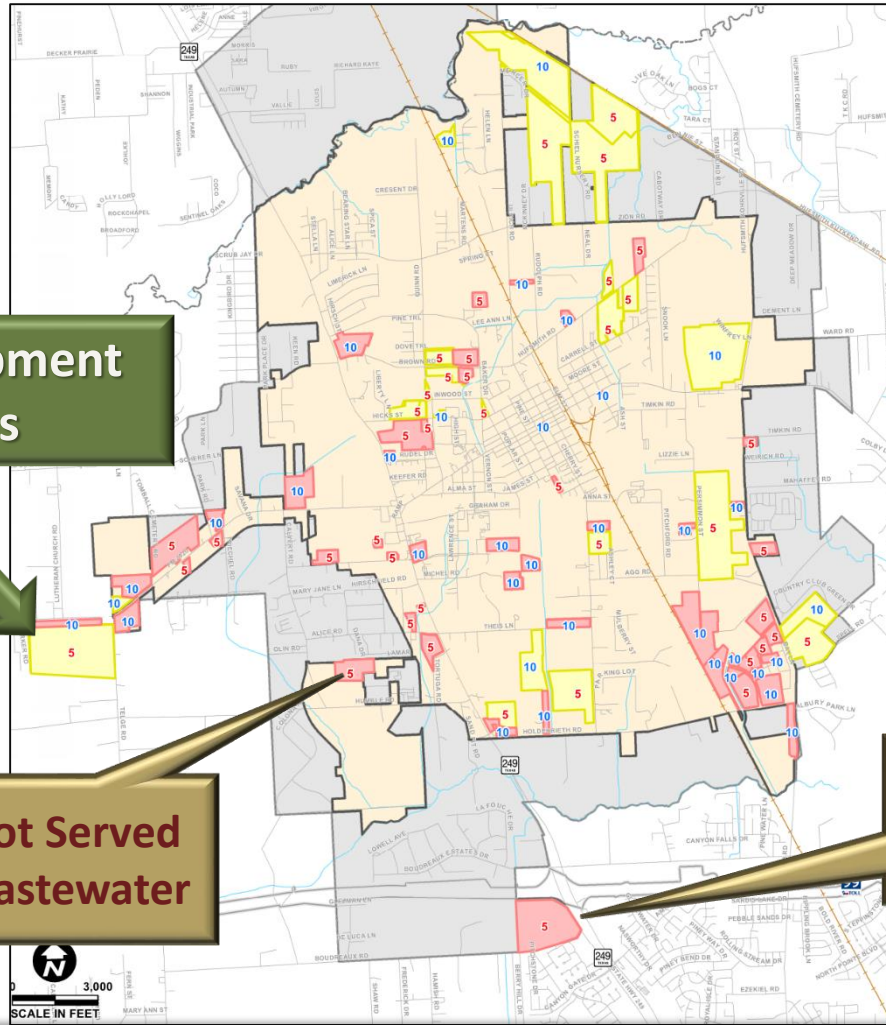
Water



Wastewater



Land Use Assumptions



**Telge Development
120-Acres**

**Not Served
Wastewater**

**Not Served
Wastewater**

10-Year Growth in Service Unit Equivalents (SUEs)

Water

3,237

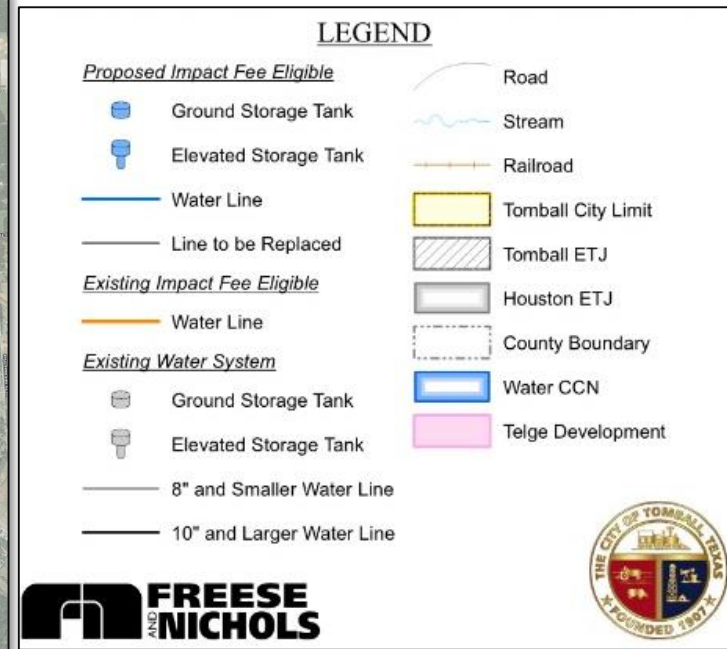
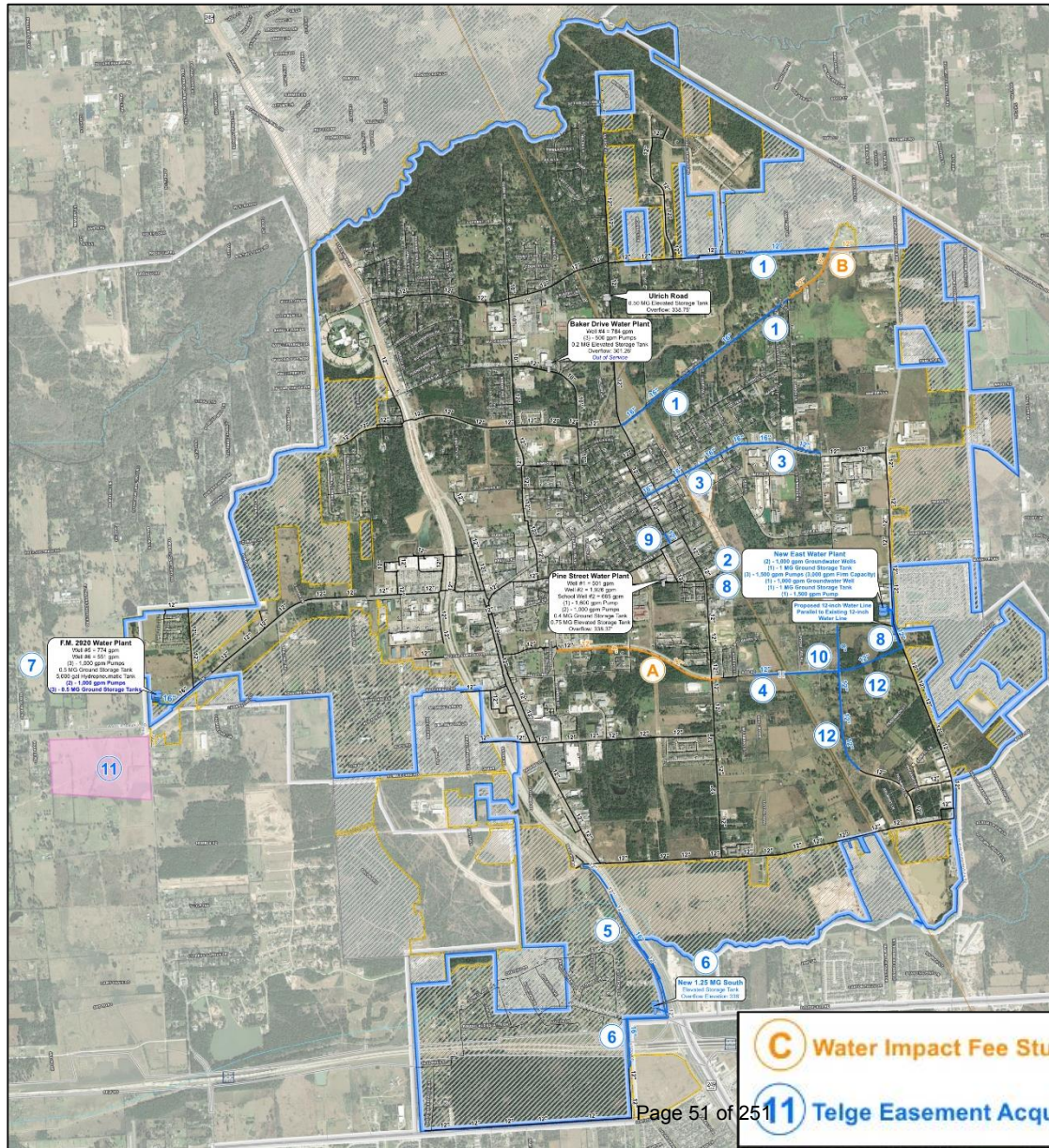
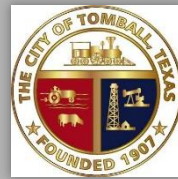
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Wastewater

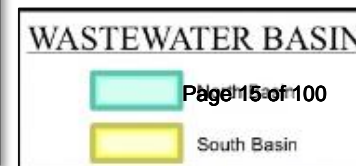
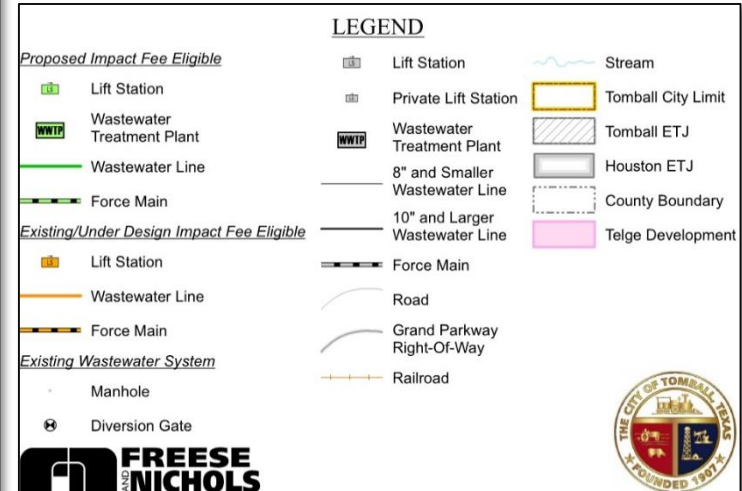
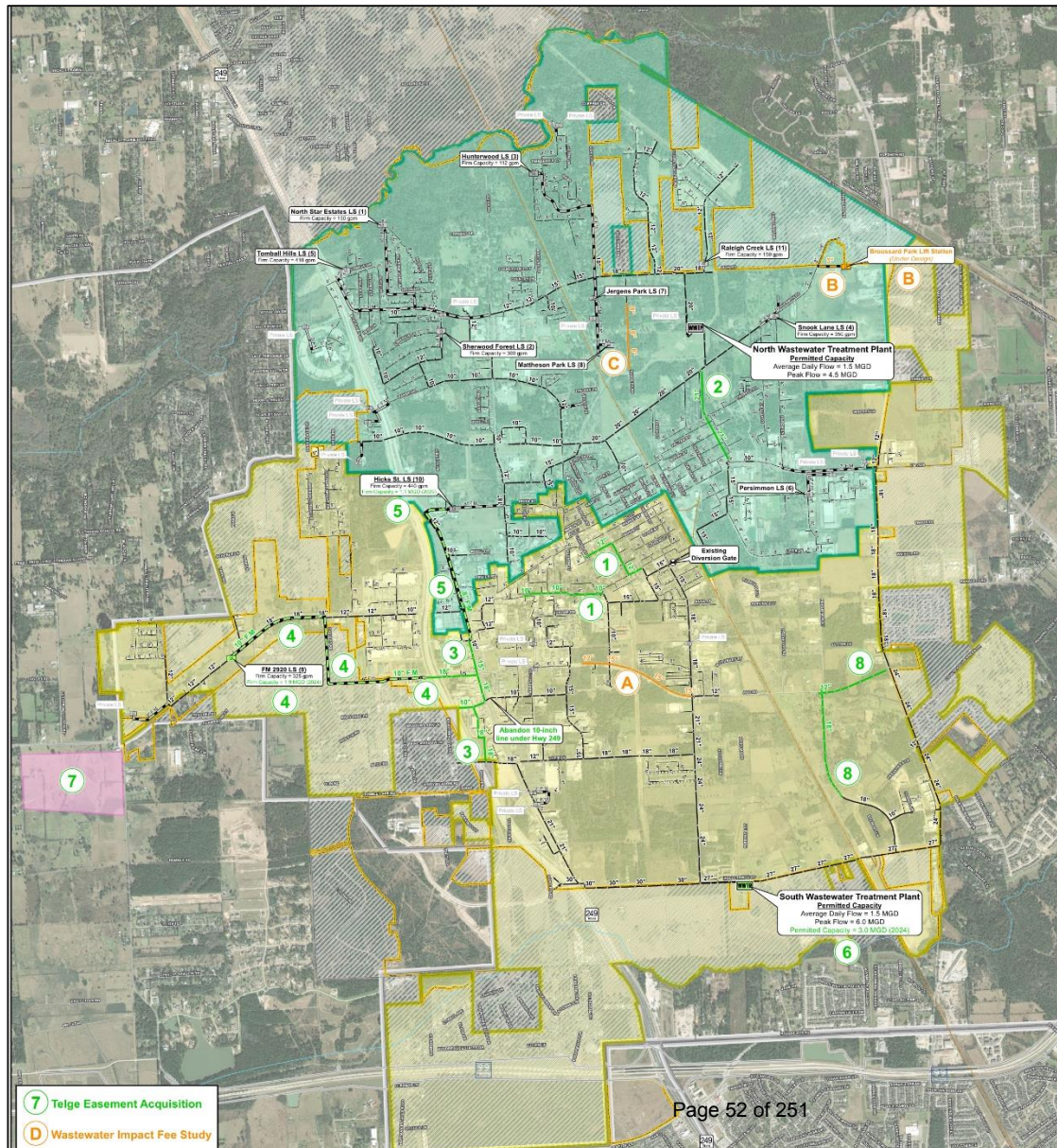
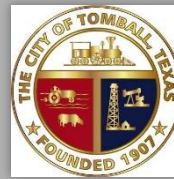
2,833

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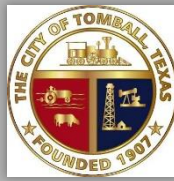
Water Impact Fee Capital Improvements Plan



Wastewater Impact Fee Capital Improvements Plan



Water and Wastewater Impact Fee Calculations



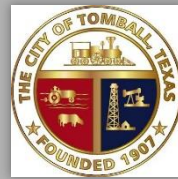
- Determine Portion of Water and Wastewater 10-Year CIP Eligible for Impact Fees
- Utilize Land Use Assumptions to Calculate Growth in New Service Units
- Impact Fees Calculated by 50% Credit Method*

$$\text{Impact Fee Per Service Unit} = \frac{\text{50\% of Eligible CIP Cost}^*}{\text{Growth in Service Units}}$$

*Texas Local Government Code §395.014 allows for a credit equal to 50% of the total projected cost of implementing the capital improvements plan

Water Impact Fee Calculation

Eligible CIP Cost



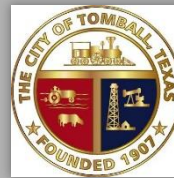
10-year Utilization Percentages – Water

No.		Description of Project	Percent Utilization			Costs Based on 2019 Dollars		
			2019 ⁽¹⁾	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing/ Under-Design	A	Medical Complex Segment 3	0%	20%	20%	\$507,350	\$0	\$101,470
	B	Hufsmith Water & Sewer Extension	0%	10%	10%	\$533,274	\$0	\$53,327
	C	Water Impact Fee Update	0%	100%	100%	\$29,550	\$0	\$29,550
	Existing Projects Sub-total					\$1,070,174	\$0	\$184,347
Proposed	1	12-inch Water Line along Hufsmith Road	10%	20%	10%	\$2,138,400	\$213,840	\$213,840
	2	New 3,000 gpm East Water Plant with 1.0 MG GST	0%	80%	80%	\$15,332,400	\$0	\$12,265,920
	3	12/16-inch Water Line along Main Street	10%	20%	10%	\$2,306,300	\$230,630	\$230,630
	4	12-inch Water Line along Medical Complex Drive	0%	40%	40%	\$153,200	\$0	\$61,280
	5	16-inch Water Line along SH 249	0%	30%	30%	\$1,615,900	\$0	\$484,770
	6	1.25 MG EST and 16-inch Water Line	0%	30%	30%	\$7,058,300	\$0	\$2,117,490
	7	2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs	0%	40%	40%	\$4,578,400	\$0	\$1,831,360
	8	1,500 gpm East Water Plant Expansion with 1.0 MG GST	0%	10%	10%	\$5,774,900	\$0	\$577,490
	9	12-inch Water Line along Oak Street	30%	50%	20%	\$116,100	\$34,830	\$23,220
	10	8-inch Water Line along Persimmon Road	0%	20%	20%	\$209,600	\$0	\$41,920
	11	Telge Easement Acquisition	0%	30%	30%	\$697,225	\$0	\$209,168
	12	Medical Complex Segment 4B	0%	20%	20%	\$870,422	\$0	\$174,084
	Proposed Projects Sub-total					\$40,851,147	\$479,300	\$18,231,172
Total						\$41,921,320	\$479,300	\$18,415,519

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for capital recovery fee cost recovery for future growth.

Wastewater Impact Fee Calculation

Eligible CIP Cost



10-year Utilization Percentages – Wastewater

No.		Description of Project	Percent Utilization			Costs Based on 2019 Dollars		
			2019 ⁽¹⁾	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing/ Under-Design	A	Medical Complex Segment 3	0%	10%	10%	\$417,820	\$0	\$41,782
	B	Hufsmith Water & Sewer Extension	0%	100%	100%	\$389,584	\$0	\$389,584
	C	Rudolph Road Sewer Extension	0%	50%	50%	\$311,825	\$0	\$155,913
	D	Wastewater Impact Fee Update	0%	100%	100%	\$29,550	\$0	\$29,550
	Existing Projects Sub-total					\$1,148,779	\$0	\$616,828
Proposed	1	Replacement 10/12-inch Gravity Lines along Alma/James Streets	60%	65%	5%	\$1,830,400	\$1,098,240	\$91,520
	2	Replacement 21/24-inch North Willow Street Gravity Line	85%	90%	5%	\$928,900	\$789,565	\$46,445
	3	Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)	35%	85%	50%	\$2,929,900	\$1,025,465	\$1,464,950
	4	FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions	30%	85%	55%	\$4,826,100	\$1,447,830	\$2,654,355
	5	Hicks Lift Station Expansion and Replacement Force Main	80%	100%	20%	\$1,654,100	\$1,323,280	\$330,820
	6	1.5 MGD Expansion of South WWTP	0%	25%	25%	\$19,860,200	\$0	\$4,965,050
	7	Telge Easement Acquisition	0%	30%	30%	\$697,225	\$0	\$209,168
	8	Medical Complex Segment 4B	0%	30%	30%	\$1,652,124	\$0	\$495,637
	Proposed Project Sub-total					\$34,378,949	\$5,684,380	\$10,257,945
Total						\$35,527,728	\$5,684,380	\$10,874,773

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for impact fee cost recovery for future growth.



Water and Wastewater Impact Fee Calculation

	Water	Wastewater
Total Eligible Capital Improvement Costs	\$18,415,519	\$10,874,773
Total Eligible Financing Cost ⁽¹⁾	\$6,064,260	\$3,412,115
Total Eligible Impact Fee Costs	\$24,479,780	\$14,286,887
Growth in Service Units	3,237	2,833
Pre-Credit Maximum Allowable Impact Fee per Service Unit ⁽²⁾	\$7,562	\$5,043
Impact Fee Rate Credit per Service Unit ⁽³⁾	(\$3,781)	(\$2,521)
Maximum Allowable Impact Fee⁽⁴⁾	\$3,781	\$2,521

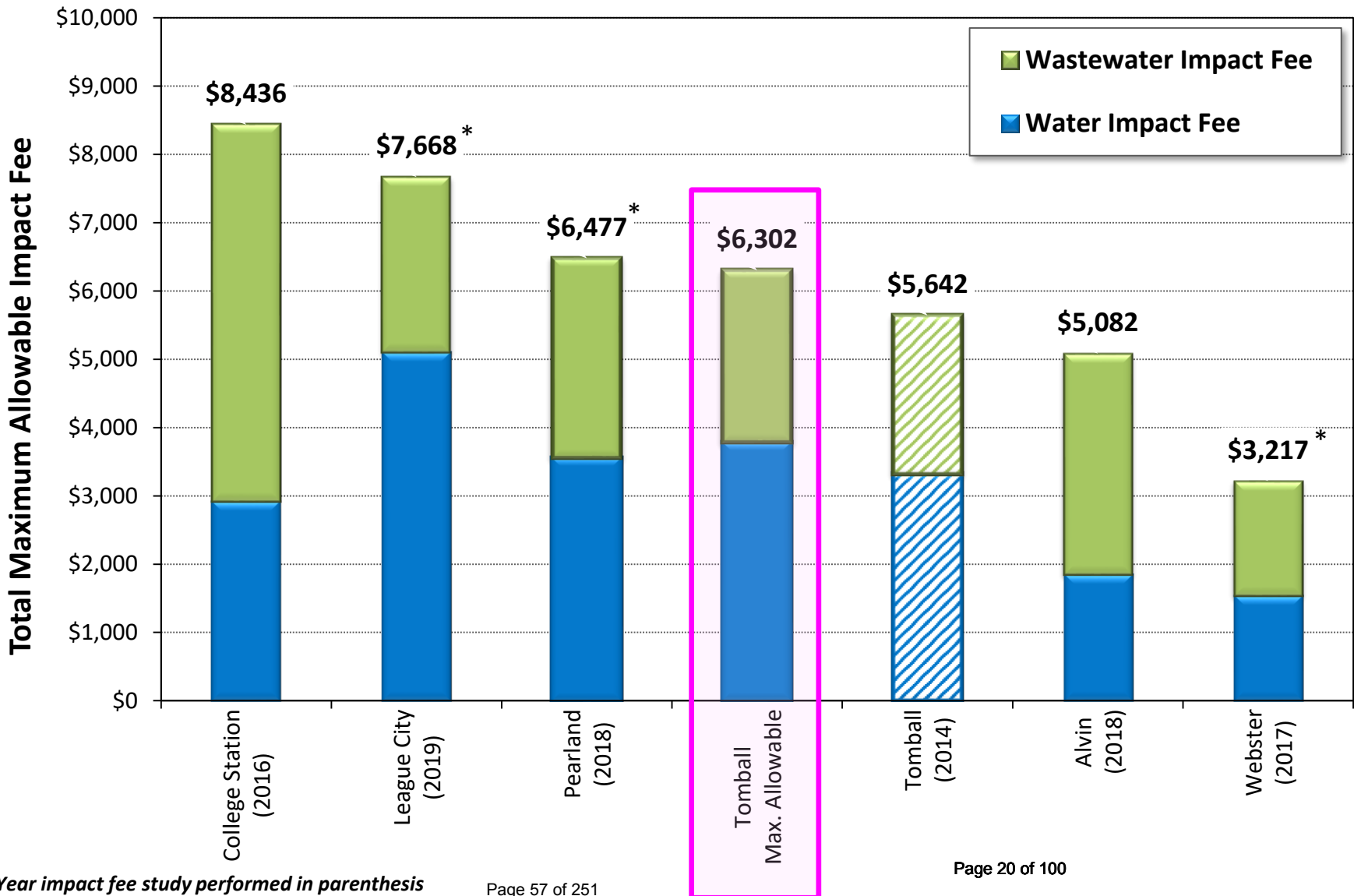
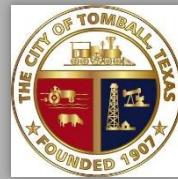
(1) 10-year finance costs calculated utilizing 4.0% interest rate.

(2) Total eligible costs divided by the growth in service units.

(3) Credit is 50% of maximum water impact fee per service unit.

(4) Maximum allowable impact fee is pre-credit maximum impact fee per service unit minus the impact fee credit per service unit.

Maximum Allowable Impact Fee Comparison



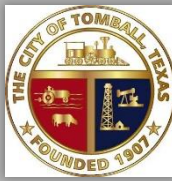
Year impact fee study performed in parenthesis

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*Cities adopted maximum allowable fee as impact fee

Water and Wastewater Impact Fee Schedule by Meter Size

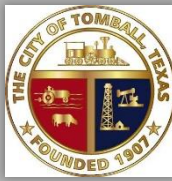


Meter Size	Service Unit Equivalent	Impact Fees	
		Water	Wastewater
3/4"	1.00	\$3,781.00	\$2,521.00
1"	1.67	\$6,314.27	\$4,210.07
1-1/2"	3.33	\$12,590.73	\$8,394.93
2"	5.33	\$20,152.73	\$13,436.93
3"	11.67	\$44,124.27	\$29,420.07
4"	20.00	\$75,620.00	\$50,420.00
6"	45.00	\$170,145.00	\$113,445.00
8"	53.33	\$201,640.73	\$134,444.93

**Maximum
Allowable
Impact Fee
Per Service Unit
with 50% Credit**

City Council sets the actual water and wastewater impact fees to be collected from new development.

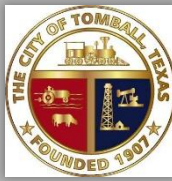
Water Recommended Impact Fee Schedule by Meter Size



Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	\$2,325.96	\$2,674.85	\$3,023.75	\$3,372.64	\$3,721.54	\$3,781.00
1"	\$5,814.90	\$4,467.00	\$5,049.66	\$5,632.31	\$6,214.97	\$6,314.27
1-1/2"	\$11,629.80	\$8,907.25	\$10,069.09	\$11,230.89	\$12,392.73	\$12,590.73
2"	\$18,607.68	\$14,256.95	\$16,116.59	\$17,976.17	\$19,835.81	\$20,152.73
3"	\$37,215.36	\$31,215.50	\$35,287.16	\$39,358.71	\$43,430.37	\$44,124.27
4"	\$58,149.00	\$53,497.00	\$60,475.00	\$67,452.80	\$74,430.80	\$75,620.00
6"	\$116,298.00	\$120,368.25	\$136,068.75	\$151,768.80	\$167,469.30	\$170,145.00
8"	\$186,076.80	\$142,649.75	\$161,256.59	\$179,862.89	\$198,469.73	\$201,640.73

City Council sets the actual water and wastewater impact fees to be collected from new development.

Wastewater Recommended Impact Fee Schedule by Meter Size

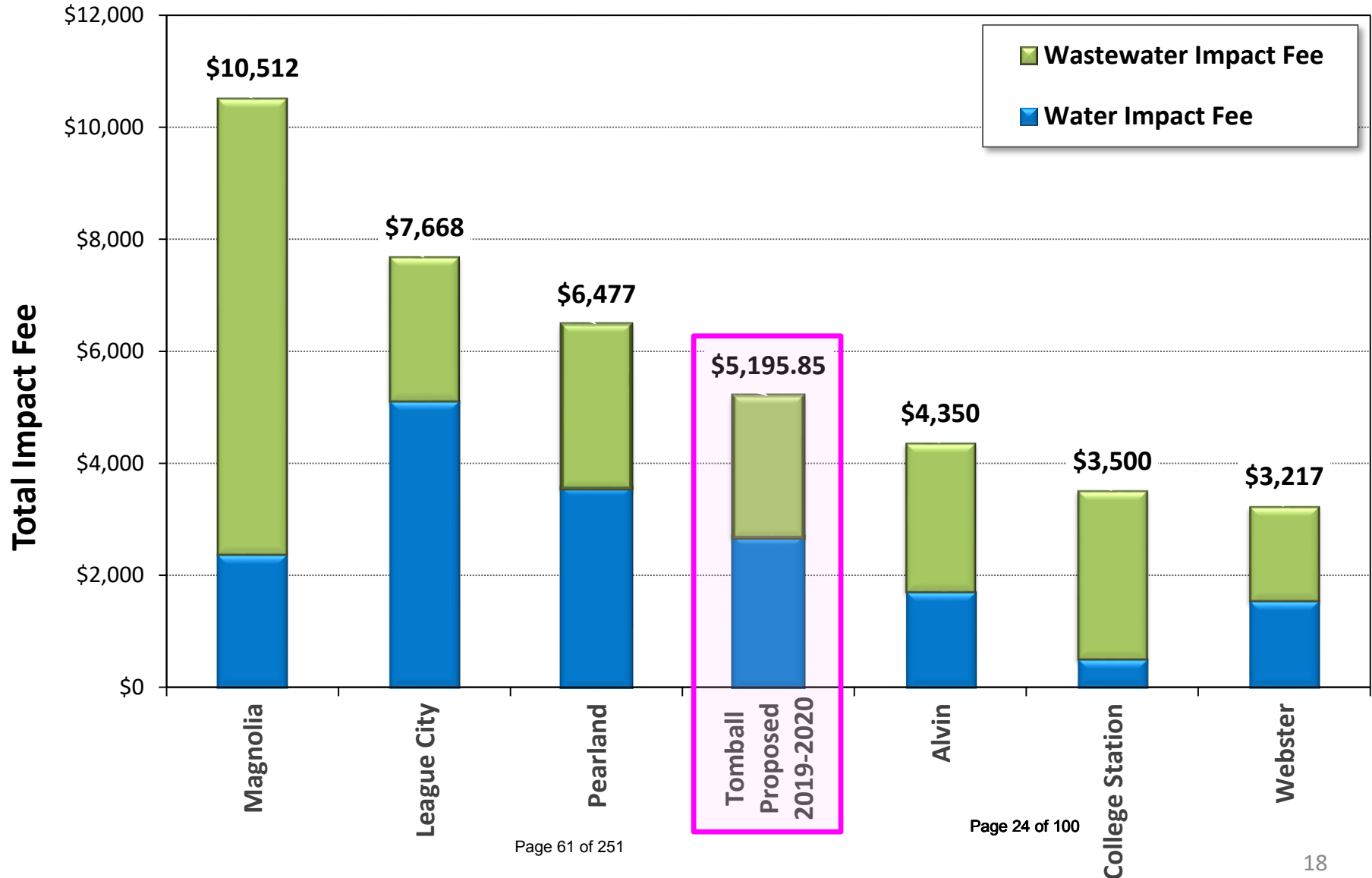


Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	\$2,322.57	\$2,521.00
1"	\$5,806.43	\$4,210.07
1-1/2"	\$11,612.85	\$8,394.93
2"	\$18,580.56	\$13,436.93
3"	\$37,161.12	\$29,420.07
4"	\$58,064.25	\$50,420.00
6"	\$116,128.50	\$113,445.00
8"	\$185,805.60	\$134,444.93

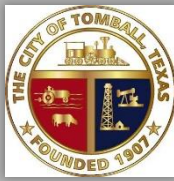
City Council sets the actual water and wastewater impact fees to be collected from new development.

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Impact Fee Comparison



Next Steps



Action Item	Date	Action By
CIPAC Workshop – LUA, CIP, and Impact Fees	8/12/2019	City Staff, CIPAC, FNI
CIPAC submits written comments to Council	By 8/28/2019	City Staff, CIAC
Council Resolution for Public Hearing for Impact Fees	9/3/2019	City Staff, Council
Submit advertising for Public Hearing	By 9/4/2019	City Staff
Public Hearing – First Reading of Ordinance	10/7/2019	City Staff, Council, FNI
Second Reading and Adoption of Ordinance Implementing Impact Fees	10/21/2019	City Staff, Council, FNI



Richard Weatherly, P.E.

(713) 600-6824

Richard.Weatherly@freese.com



City of Tomball

Capital Improvement Plan Advisory Committee

To: Mayor and City Council
From: Capital Improvement Plan Advisory Committee (CIPAC)
Date: August 14, 2019
Re: CIPAC Recommendation on Land Use Assumptions, Capital Improvement Plan and Impact Fee

In accordance with Section 395.056 of the Texas Local Government Code, the CIPAC created under Section 395.058 shall file its written comments on the proposed amendments to the Land Use Assumptions, Capital Improvements Plan, and Impact Fee before the fifth business day before the date of the Public Hearing on the amendments.

The CIPAC made its formal recommendation (with a 6-0 vote) during its Special CIPAC Meeting held on August 12, 2019 at 5:00 pm for the City Council to approve an annual increase of 15 percent, up to the maximum allowable fee, for water and to immediately approve the maximum allowable fee for wastewater. The maximum allowable fee, for a ¾ inch water meter, is \$3,781.00 for water and \$2,521.00 for wastewater. The recommended fee increases are illustrated in Figures 1 and 2 and annual increases are recommended to occur upon adoption by City Council and each subsequent year on October 1st.

Sincerely,

Barbara Tague
CIPAC Chairman

Figure 1

Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	\$2,325.96	\$2,674.85	\$3,023.75	\$3,372.64	\$3,721.54	\$3,781.00
1"	\$5,814.90	\$4,467.00	\$5,049.66	\$5,632.31	\$6,214.97	\$6,314.27
1-1/2"	\$11,629.80	\$8,907.25	\$10,069.09	\$11,230.89	\$12,392.73	\$12,590.73
2"	\$18,607.68	\$14,256.95	\$16,116.59	\$17,976.17	\$19,835.81	\$20,152.73
3"	\$37,215.36	\$31,215.50	\$35,287.16	\$39,358.71	\$43,430.37	\$44,124.27
4"	\$58,149.00	\$53,497.00	\$60,475.00	\$67,452.80	\$74,430.80	\$75,620.00
6"	\$116,298.00	\$120,368.25	\$136,068.75	\$151,768.80	\$167,469.30	\$170,145.00
8"	\$186,076.80	\$142,649.75	\$161,256.59	\$179,862.89	\$198,469.73	\$201,640.73

Figure 2

Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	\$2,322.57	\$2,521.00
1"	\$5,806.43	\$4,210.07
1-1/2"	\$11,612.85	\$8,394.93
2"	\$18,580.56	\$13,436.93
3"	\$37,161.12	\$29,420.07
4"	\$58,064.25	\$50,420.00
6"	\$116,128.50	\$113,445.00
8"	\$185,805.60	\$134,444.93

**NOTICE OF PUBLIC HEARING ON
AMENDMENT OF LAND USE ASSUMPTIONS,
CAPITAL IMPROVEMENTS PLAN AND IMPACT FEES**

CITY OF TOMBALL, TEXAS



**MONDAY, OCTOBER 7, 2019
6:00 P.M.**

Notice is hereby given that a **PUBLIC HEARING** will be held by the Tomball City Council, as the **Governing Body of the City of Tomball, at a Regular City Council Meeting on Monday, October 7, 2019 at 6:00 p.m.**, at City Hall, 401 Market Street, Tomball, Texas 77375, as follows:

**NOTICE OF PUBLIC HEARING ON AMENDMENT OF LAND USE ASSUMPTIONS,
CAPITAL IMPROVEMENTS PLAN AND IMPACT FEES.**

The City Council of the City of Tomball, Texas, will hold a Public Hearing at 6:00 p.m. on Monday, October 7, 2019, for the purpose of receiving public comments regarding the amendment of Land Use Assumptions, Capital Improvements Plan and Impact Fees imposed for water and wastewater. A copy of the proposed amendments is available for review at the City of Tomball Public Works Building, 501 James Street, Tomball, Texas 77375.

Any member of the public has the right to appear at the hearing and present evidence for or against the amendment of Land Use Assumptions, Capital Improvements Plan and Impact Fees.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 16th day of August 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC, MMC

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 contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

CITY OF TOMBALL

2019 WATER AND WASTEWATER IMPACT FEE STUDY

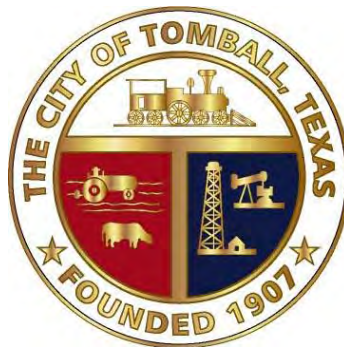


PREPARED FOR:

City of Tomball

PREPARED BY:

Freese and Nichols, Inc.
11200 Broadway Street, Suite 2320
Pearland, Texas 77584
832-456-4732



2019 WATER AND WASTEWATER IMPACT FEE

Prepared for:

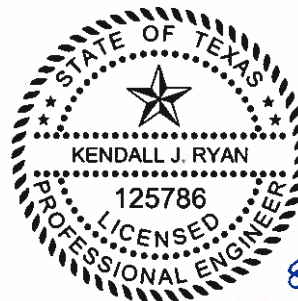
City of Tomball



8/8/19

Richard Weatherly

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144



8/8/19

Kendall J. Ryan

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:

FREESE AND NICHOLS, INC.
10200 Broadway Street, Suite 2320
Pearland, Texas 77584
832-456-4700

FNI Project No.
TMB18730

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APPENDICES

Appendix A	Texas Local Government Code Section 395
Appendix B	Anticipated Future Developments
Appendix C	Water Project Costs
Appendix D	Wastewater Project Costs

1.0 BACKGROUND AND SCOPE

In December 2018, the City of Tomball, Texas (City) authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis for the City's water and wastewater systems. The purpose of this report is to document the land use assumptions and capital improvements plan which will be used in the development and calculation of water and wastewater impact fees for the City of Tomball, and to calculate the maximum allowable water and wastewater impact fees. The methodology used herein satisfies the requirements of the Texas Local Government Code (TLGC) Section 395 (**Section 1.1**) for the update of water and wastewater impact fees.

1.1 TEXAS LOCAL GOVERNMENT CODE

Chapter 395 of the Texas Local Government Code (**Appendix A**) requires an impact fee analysis before impact fees can be updated. Chapter 395 defines an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." In September 2001, Chapter 395 was amended creating the current procedure for implementing impact fees. Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development

- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

As a funding mechanism for capital improvements, impact fees allow cities to recover the costs associated with new or facility expansion in order to serve future development. Statutory requirements mandate that impact fees be based on a specific list of improvements identified in a capital improvements program and only the cost attributed (and necessitated) by new growth over a 10-year period may be considered. As projects in the program are completed, planned costs are updated with actual costs to more accurately reflect the capital expenditure of the program. Additionally, new capital improvement projects may be added to the system.

1.2 IMPACT FEE DEVELOPMENT

FNI completed a *Water Master Plan* in 2018 and a *Wastewater Master Plan* in 2017 for the City of Tomball that included phased, prioritized recommendations for water and wastewater capital improvement plan (CIP) projects for 5-year, 10-year, and 25-year planning periods. The Impact Fee development process will utilize project recommendations and demand and flow projections developed as part of the City's Water and Wastewater Master Plans. The impact fee calculation is limited to project recommendations within the next 10 years that will serve projected growth.

As part of the impact fee process, FNI will conduct workshops with the City's appointed Capital Improvement Plan Advisory Committee (CIPAC) and City Council. FNI calculated the maximum allowable impact fee utilizing the 50% credit option, as allowed by TLGC Chapter 395. The CIPAC's role includes recommending a growth rate for impact fee calculations, reviewing and recommending land use assumptions and impact fee CIP, and recommending an impact fee amount to the City Council. The City Council sets the impact fees to be collected.

1.3 LIST OF ABBREVIATIONS

The list of abbreviations used in this report are presented in **Table 1-1**.

Table 1-1: List of Abbreviations

Abbreviation	Actual
AD	Average Day
AWWA	American Water Works Association
CCN	Certificate of Convenience and Necessity
CIP	Capital Improvement Program
CIPAC	Capital Improvement Plan Advisory Committee
EST	Elevated Storage Tank
ETJ	Extra-Territorial Jurisdiction
FNI	Freese and Nichols, Inc.
ft	Feet
GIS	Geographic Information Systems
gpad	Gallons per acre per Day
gpcd	Gallons per Capita per Day
gpm	Gallons per Minute
GPTC	Grand Parkway Town Center
GST	Ground Storage Tank
HCID	Harris County Improvement District
HGAC	Houston Galveston Area Council
MD	Maximum Day
MG	Million Gallons
MGD	Million Gallons per Day
NHCRWA	North Harris County Regional Water Authority
PH	Peak Hour
psi	Pounds per Square Inch
SCADA	Supervisory Control and Data Acquisition
SH	State Highway
SUD	Special Utility District
SUE	Service Unit Equivalent
TCEQ	Texas Commission on Environmental Quality

2.0 LAND USE ASSUMPTIONS

Population and land use are important elements in the analysis of water and wastewater systems. To assist the City of Tomball in determining the need and timing of capital improvements to serve future development, a reasonable estimation of future growth is required. Growth and development projections were formulated based on assumptions pertaining to the type, location, quantity, and timing of various future land uses within the community. These land use assumptions, which include population projections, will become the basis for the preparation of impact fee capital improvement plans for water and wastewater facilities.

2.1 WATER AND WASTEWATER IMPACT FEE SERVICE AREAS

The impact fee service area for Tomball's water system is defined by the City limits and a portion of the City's Extra-Territorial Jurisdiction (ETJ). The City's existing water service area encompasses an area of approximately 19 square miles, shown on **Figure 2-1**. The impact fee service area for Tomball's wastewater system is similar to the water system impact fee service area, with the exception of the Boudreaux Estates subdivision, shown on **Figure 2-2**.

2.2 PROJECTED POPULATION

Population growth projections were established based on information prepared by FNI for the City's *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*, as well as information on recent and upcoming developments from the City's Community Development department. The Tomball Economic Development Corporation indicated a current population of 11,962, which represents the wastewater service area. The Boudreaux Estates estimated population of 538 people was added to represent the current water service area population. The City's projected future developments are shown on **Figure 2-3**, for the purposes of this impact fee study. Detailed population and commercial acreage projections for the developments are presented in **Appendix B** of this report. **Table 2-1** shows the projected population for the water and wastewater impact fee service areas.

Table 2-1: Water and Wastewater Impact Fee Service Area Population

Year	Water Service Area Population	Wastewater Service Area Population
2019	12,500	11,962
2024	17,985	17,447
2029	19,314	18,776

FIGURE 2-1
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
WATER IMPACT FEE SERVICE AREA
LEGEND



Water Well



Elevated Storage Tank



Ground Storage Tank



Road



Water Service Area



Water CCN



Tomball City Limit



ETJ





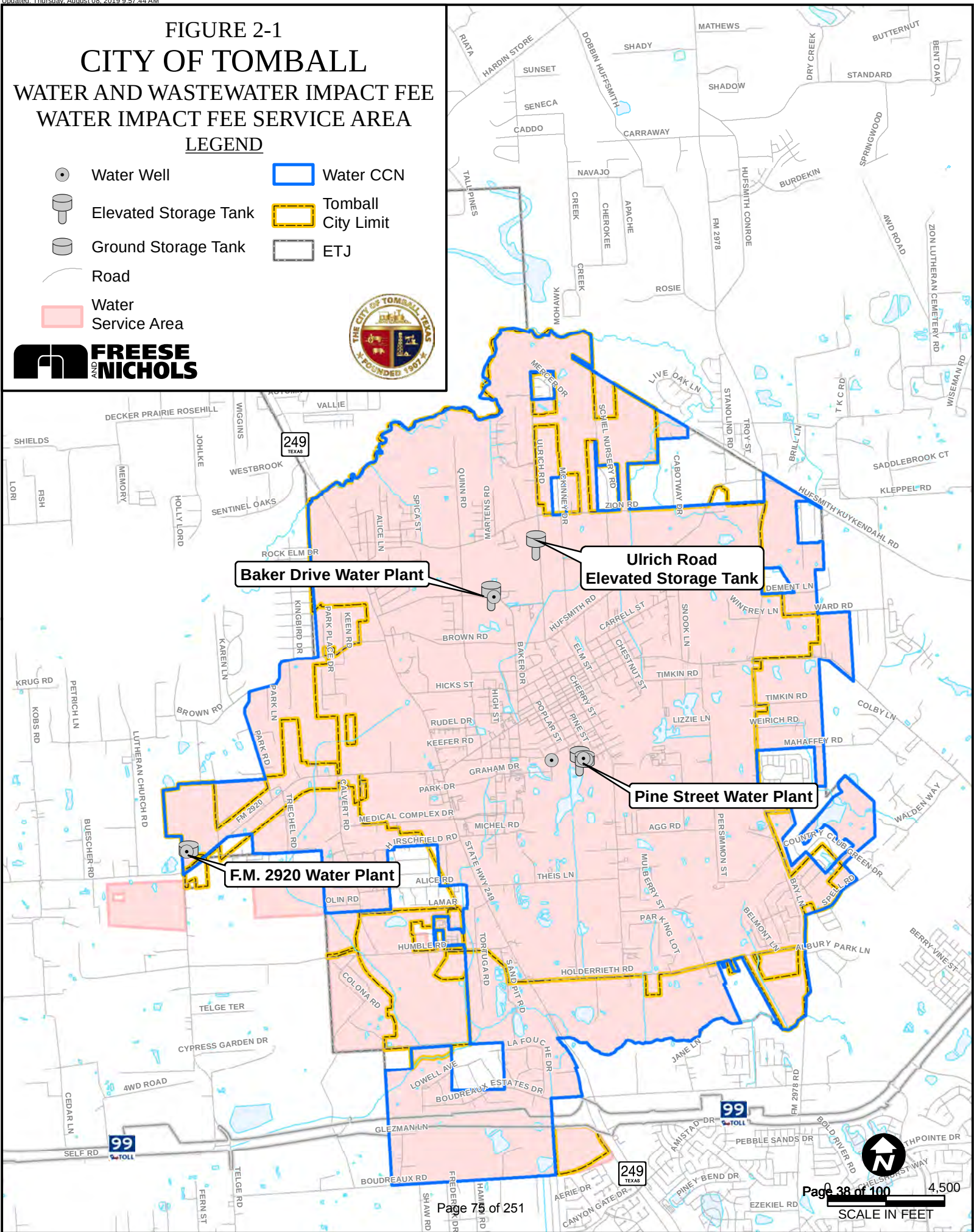


FIGURE 2-2
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
WASTEWATER IMPACT FEE SERVICE AREA
LEGEND

 Wastewater Treatment Plant

 Road

 Wastewater Service Area

 Wastewater CCN

 Tomball City Limit

 ETJ





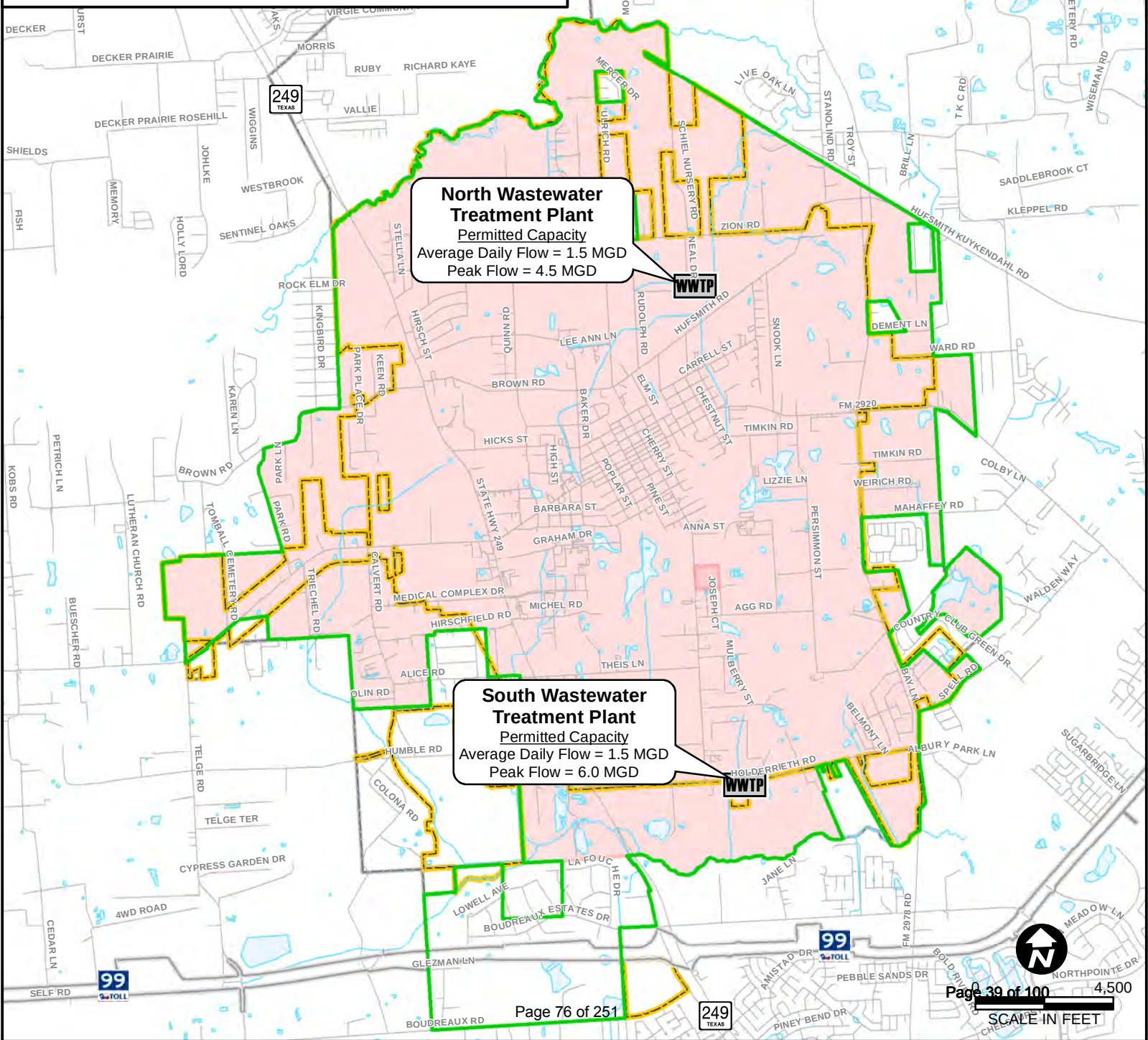
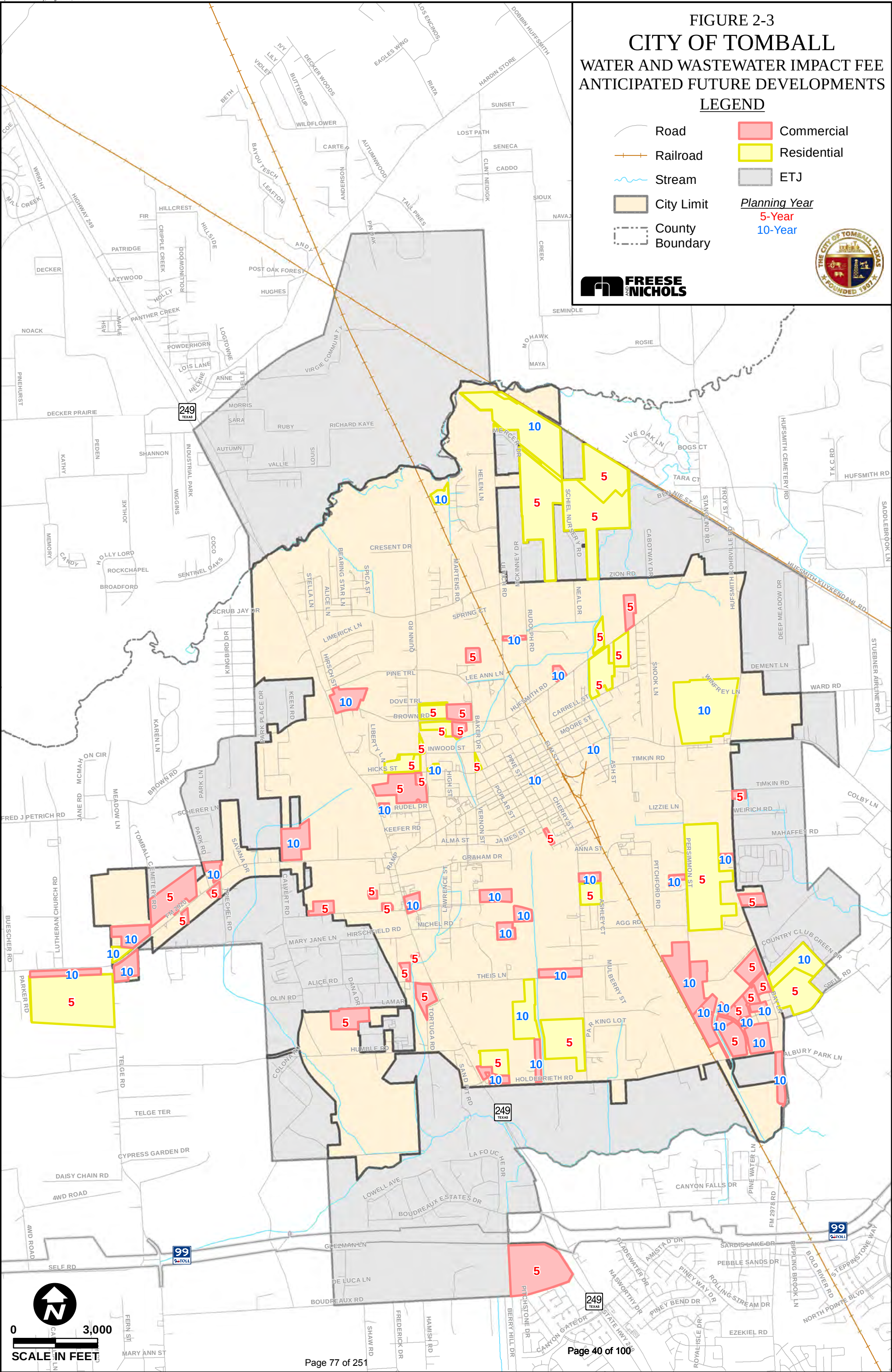


FIGURE 2-3
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
ANTICIPATED FUTURE DEVELOPMENTS

LEGEND

	Road		Commercial
	Railroad		Residential
	Stream		ETJ
	City Limit	Planning Year	
	County Boundary		5-Year
			10-Year



3.0 CAPITAL IMPROVEMENTS PLAN

Water and wastewater CIPs were developed for the City of Tomball as part of the City's *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*. The recommended improvements will provide the required capacity and reliability to meet projected water demands and wastewater flows through buildout. The water and wastewater projects required to meet growth in the 10-year period were used in the impact fee analysis.

3.1 WATER AND WASTEWATER LOAD PROJECTIONS

The population and land use data were used to develop future water demands and wastewater flows based on a projected average day per capita use and peaking factors. The design criteria used to project water demands and wastewater flows were developed as part of the *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*. **Table 3-1** presents the projected water demands and **Table 3-2** presents the projected wastewater flows for the City of Tomball in million gallons per day (MGD).

Table 3-1: Projected Water Demands

Year	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hourly Demand (MGD)
2019	2.13	4.78	8.13
2024	3.51	7.90	13.43
2029	4.01	9.02	15.33

Table 3-2: Projected Wastewater Flows

Basin	Year	Total Average Daily Flow (MGD)
North WWTP	2019	0.71
	2024	0.94
	2029	0.97
South WWTP	2019	0.90
	2024	1.40
	2029	1.75

3.2 WATER AND WASTEWATER SYSTEM IMPROVEMENTS

Proposed water and wastewater system projects were developed as part of the CIPs presented in the *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*. Project No. 8 from the *2017 Wastewater Master Plan Update* was upsized to accommodate the Telge/Trendmaker development, since

that development was not included in the planning assumptions for that study. Based on the updated future developments projections, Project No. 16 from the *2017 Wastewater Master Plan Update* was moved into within 10-year planning period to accommodate the anticipated growth in South WWTP basin.

A summary of the costs for each of the projects required for the 10-year growth period used in the impact fee analysis for both the water and wastewater systems are shown in **Table 3-3** and **Table 3-4**, respectively. Detailed project costs for the water and wastewater system are included in **Appendix C** and **D**, respectively. Costs listed for the existing projects are based on actual design and construction costs provided by the City. The proposed 10-year water system projects are shown on **Figure 3-1**. The proposed 10-year wastewater system projects are shown on **Figure 3-2**.

Table 3-3: Proposed Water System Impact Fee Eligible Capital Projects

Impact Fee Eligible CIP No.	Description of Project	Capital Cost (2019 Dollars)
EXISTING		
A	Medical Complex Segment 3	\$507,350
B	Hufsmith Water & Sewer Extension	\$533,274
C	Water Impact Fee Update	\$29,550
Existing Projects Sub-total		\$1,070,174
PROPOSED		
1	12-inch Water Line along Hufsmith Road	\$2,138,400
2	New 3,000 gpm East Water Plant with 1.0 MG GST	\$15,332,400
3	12/16-inch Water Line along Main Street	\$2,306,300
4	12-inch Water Line along Medical Complex Drive	\$153,200
5	16-inch Water Line along SH 249	\$1,615,900
6	1.25 MG EST and 16-inch Water Line	\$7,058,300
7	2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs	\$4,578,400
8	1,500 gpm East Water Plant Expansion with 1.0 MG GST	\$5,774,900
9	12-inch Water Line along Oak Street	\$116,100
10	8-inch Water Line along Persimmon Road	\$209,600
11	Telge Easement Acquisition	\$697,225
12	Medical Complex Segment 4B	\$870,422
Proposed Projects Sub-total		\$40,851,147
Total		\$41,921,320

Table 3-4: Proposed Wastewater System Impact Fee Eligible Capital Projects

Impact Fee Eligible CIP No.	Description of Project	Capital Cost (2019 Dollars)
EXISTING		
A	Medical Complex Segment 3	\$417,820
B	Hufsmith Water & Sewer Extension	\$389,584
C	Rudolph Road Sewer Extension	\$311,825
D	Wastewater Impact Fee Update	\$29,550
Existing Projects Sub-total		\$1,148,779
PROPOSED		
1	Replacement 10/12-inch Gravity Lines along Alma/James Streets	\$1,830,400
2	Replacement 21/24-inch North Willow Street Gravity Line	\$928,900
3	Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)	\$2,929,900
4	FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions	\$4,826,100
5	Hicks Lift Station Expansion and Replacement Force Main	\$1,654,100
6	1.5 MGD Expansion of South WWTP	\$19,860,200
7	Telge Easement Acquisition	\$697,225
8	Medical Complex Segment 4B	\$1,652,124
Proposed Projects Sub-total		\$34,378,949
Total		\$35,527,728

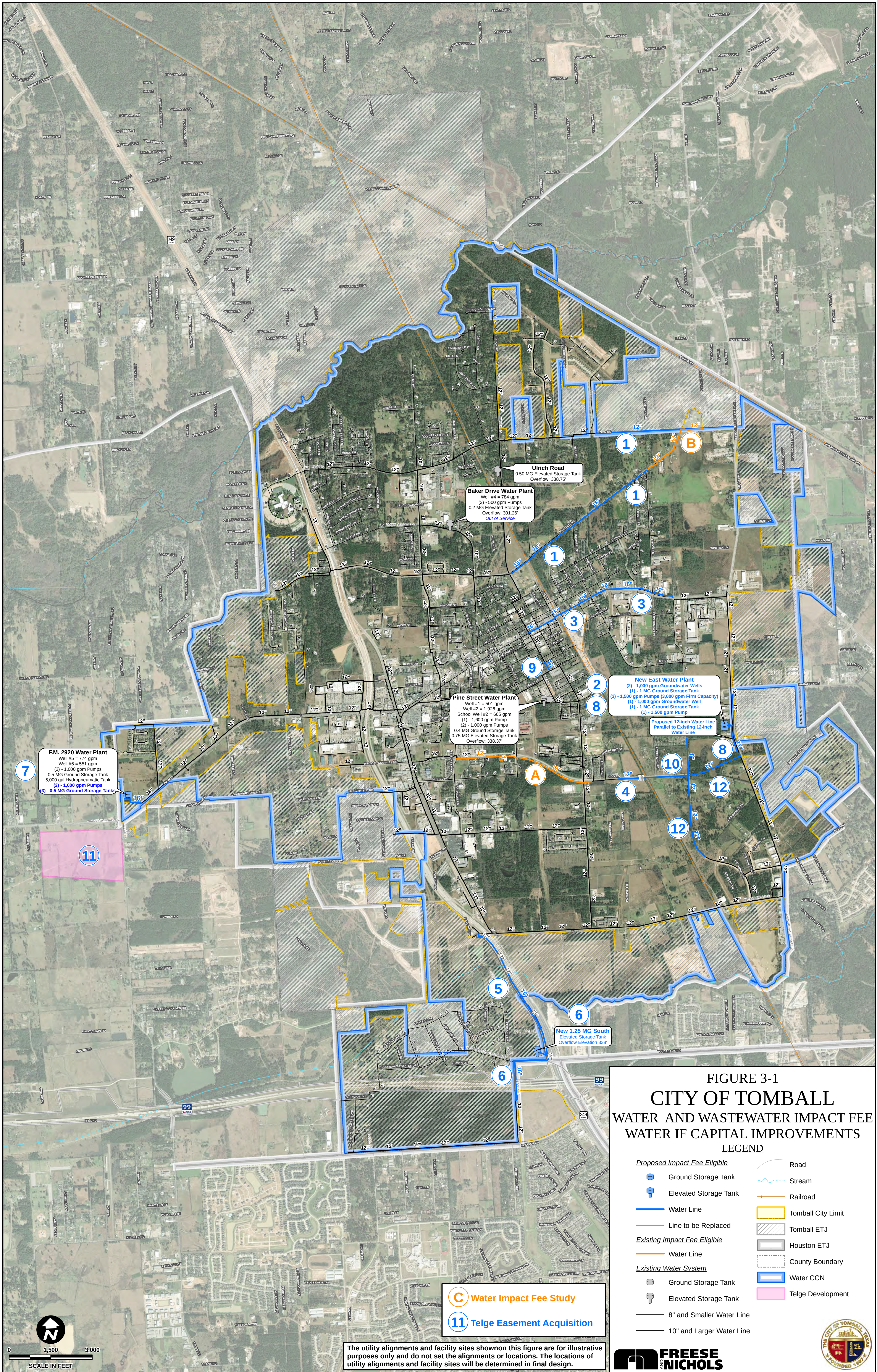


FIGURE 3-1
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
WATER IF CAPITAL IMPROVEMENTS

LEGEND

- Proposed Impact Fee Eligible**
- Ground Storage Tank
 - Elevated Storage Tank
 - Water Line
 - Line to be Replaced
- Existing Impact Fee Eligible**
- Water Line
- Existing Water System**
- Ground Storage Tank
 - Elevated Storage Tank
 - 8" and Smaller Water Line
 - 10" and Larger Water Line
- Road
- Stream
- Railroad
- Tomball City Limit
- Tomball ETJ
- Houston ETJ
- County Boundary
- Water CCN
- Telge Development

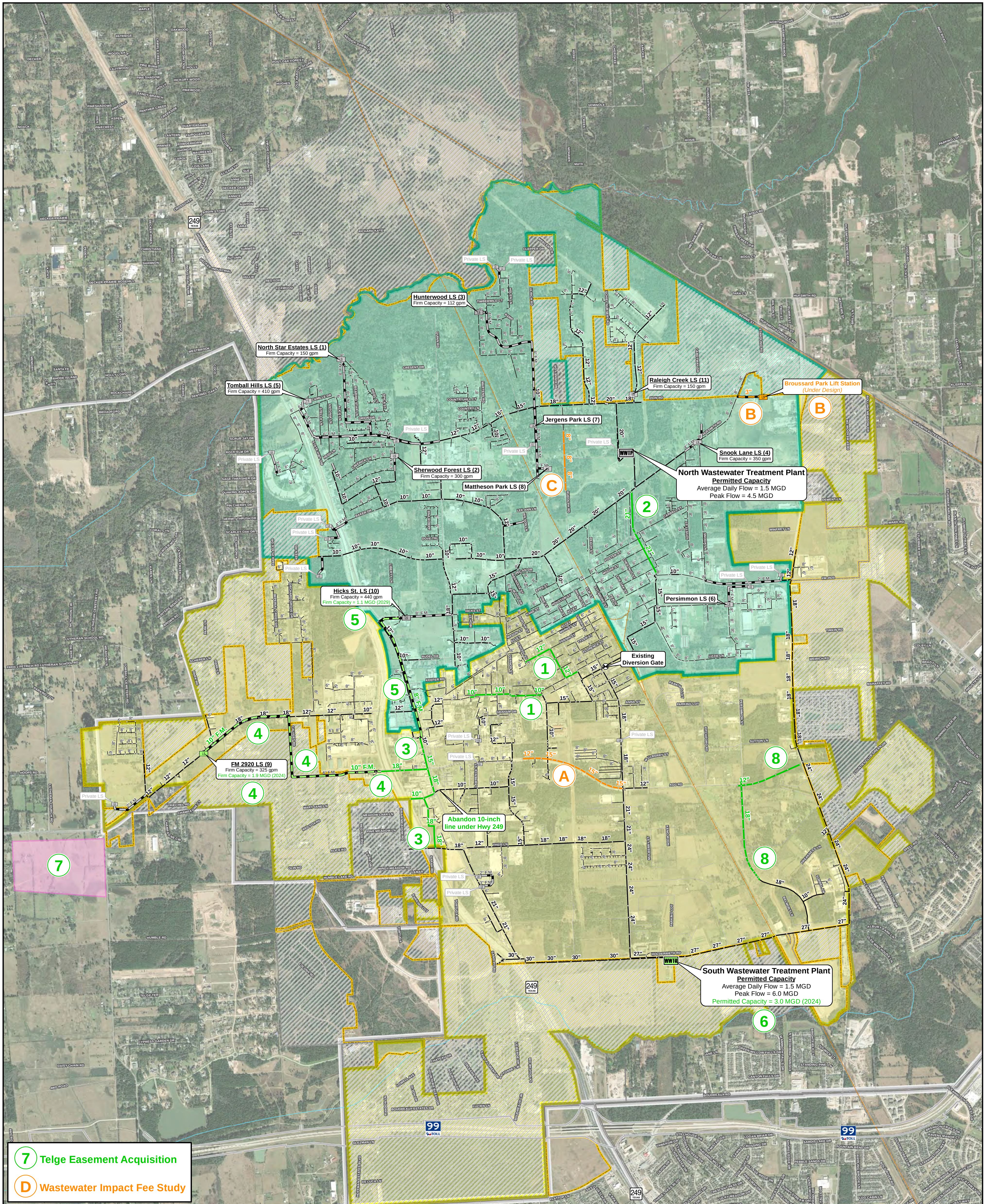
C Water Impact Fee Study

11 Telge Easement Acquisition

The utility alignments and facility sites shown on this figure are for illustrative purposes only and do not set the alignments or locations. The locations of utility alignments and facility sites will be determined in final design.

**FREESE
NICHOLS**





- 7 Telge Easement Acquisition
- D Wastewater Impact Fee Study

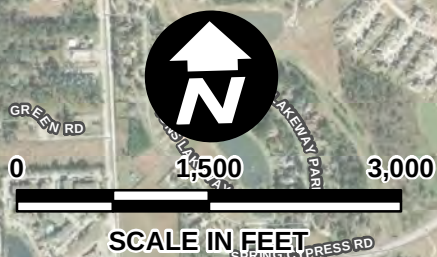
FIGURE 3-2
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
WASTEWATER IF CAPITAL IMPROVEMENTS

Proposed Impact Fee Eligible	
Lift Station	Stream
Wastewater Treatment Plant	Tomball City Limit
Wastewater Line	Tomball ETJ
Force Main	Houston ETJ
Existing/Under Design Impact Fee Eligible	
Lift Station	County Boundary
Wastewater Line	Telge Development
Force Main	Road
Existing Wastewater System	
Manhole	Grand Parkway Right-Of-Way
Diversion Gate	Railroad
Lift Station	Private Lift Station
Wastewater Treatment Plant	8" and Smaller Wastewater Line
10" and Larger Wastewater Line	Force Main

WASTEWATER BASIN

- North Basin
- South Basin

The utility alignments and facility sites shown on this figure are for illustrative purposes only and do not set the alignments or locations. The locations of utility alignments and facility sites will be determined in final design.



4.0 WATER AND WASTEWATER IMPACT FEE ANALYSIS

The water and wastewater impact fee analysis involves determining the utilization of existing and proposed projects as defined by the capital improvement plan to serve new development over the next 10-year period. For existing or proposed projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2019 and 2029. Capacity serving existing development and development projected to occur beyond the 10-year period is not impact fee eligible.

4.1 SERVICE UNITS

The maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period. A water service unit is defined as the service equivalent to a water connection for a single-family residence. The City of Tomball does not directly meter wastewater flows and bills for wastewater services based on the customer's water consumption. Therefore, a wastewater service unit is defined as the wastewater service provided to a customer with a water connection for a single-family residence.

The service associated with public, commercial, and industrial connections is converted into service units based upon the capacity of the meter used to provide service. The number of service units required to represent each meter size is based on the safe maximum operating capacity of the appropriate meter type. The City primarily uses displacement meters for sizes 2-inch and smaller. Compound meters are typically used for sizes greater than 2-inches. American Water Works Association (AWWA) standards C700 (Cold Water Meters – Displacement Type) and C702 (Cold Water Meters – Compound Type) were used to determine the safe maximum operating capacity. The service unit equivalent for each meter size used by the City is listed in **Table 4-1**.

Table 4-1: Service Unit Equivalencies

Meter Size	Meter Type	AWWA Standard	Safe Maximum Operating Capacity (gpm)	Service Unit Equivalent
3/4"	Displacement	C700	30	1.00
1"	Displacement	C700	50	1.67
1-1/2"	Displacement	C700	100	3.33
2"	Displacement	C700	160	5.33
3"	Compound	C702	350	11.67
4"	Compound	C702	600	20.00
6"	Compound	C702	1,350	45.00
8"	Compound	C702	1,600	53.33

Typically, in Tomball, single-family residences are served with 3/4-inch water meters. Larger meters represent public, commercial, and industrial water use. The City provided data that included the meter size of each active water meter as of December 2018. The projected service units for 2029 were developed based on future development water meter data provided by the City and expected growth in population and commercial acreage between 2019 and 2029. **Table 4-2** shows the water service units for 2019 and the projected service units for 2029 in the water service area. The Grand Parkway Town Center (GPTC) is anticipated to require 398 water equivalent single family connections or SUEs. **Table 4-3** shows the wastewater service units for 2019 and the projected service units for 2029 in the wastewater service area. The City is anticipated to provide water service but not wastewater services to the Grand Parkway Town Center and the HCID 17 area future developments.

Table 4-2: Water Service Units

Meter Size	2019 Meters	2019 Service Units	2029 Meters	2029 Service Units	Growth in Service Units
3/4"	3,124	3,124	5,383	5,383	2,259
1"	208	347	348	580	233
1-1/2"	103	344	103	344	0
2"	389	2,075	403	2,150	75
3"	43	502	44	514	12
4"	30	600	43	860	260
6"	6	270	6	270	0
GPTC	-	-	-	398	398
Total	3,903	7,262	6,330	10,499	3,237

Table 4-3: Wastewater Service Units

Meter Size	2019 Meters	2019 Service Units	2029 Meters	2029 Service Units	Growth in Service Units
3/4"	2,917	2,917	5,176	5,176	2,259
1"	208	347	344	574	227
1-1/2"	103	344	103	344	0
2"	389	2,075	403	2,150	75
3"	43	502	44	514	12
4"	30	600	43	860	260
6"	6	270	6	270	0
Total	3,696	7,055	6,119	9,888	2,833

4.2 WATER AND WASTEWATER CAPACITY ANALYSIS

Existing and proposed water and wastewater projects were evaluated to determine the proportion of the project that will be utilized within the next 10 years. The 10-year utilization will define the percentage of the project cost that is impact fee eligible. A summary of the project costs required for the 10-year growth period used in the impact fee analysis for both the water and wastewater systems are shown in **Table 4-4** and **Table 4-5**, respectively. The 2019 percent utilization is the portion of a project's capacity required to serve existing development and is therefore not included in the impact fee eligible cost. The 2029 percent utilization is the portion of the project's capacity that will be utilized by 2029. The 2019 - 2029 percent utilization is the portion of the project's capacity required to serve growth from 2019 to 2029. The portion of a project's total cost that is used to serve growth projected to occur from 2019 through 2029 is calculated as the total project cost multiplied by the 2019 - 2029 percent utilization. Only this portion of the cost is used in the impact fee analysis.

Table 4-4: Cost Allocation for Water Impact Fee Calculation

No.		Description of Project	Percent Utilization			Costs Based on 2019 Dollars		
			2019 ⁽¹⁾	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing	A	Medical Complex Segment 3	0%	20%	20%	\$507,350	\$0	\$101,470
	B	Hufsmith Water & Sewer Extension	0%	10%	10%	\$533,274	\$0	\$53,327
	C	Water Impact Fee Update	0%	100%	100%	\$29,550	\$0	\$29,550
	Existing Projects Sub-total					\$1,070,174	\$0	\$184,347
Proposed	1	12-inch Water Line along Hufsmith Road	10%	20%	10%	\$2,138,400	\$213,840	\$213,840
	2	New 3,000 gpm East Water Plant with 1.0 MG GST	0%	80%	80%	\$15,332,400	\$0	\$12,265,920
	3	12/16-inch Water Line along Main Street	10%	20%	10%	\$2,306,300	\$230,630	\$230,630
	4	12-inch Water Line along Medical Complex Drive	0%	40%	40%	\$153,200	\$0	\$61,280
	5	16-inch Water Line along SH 249	0%	30%	30%	\$1,615,900	\$0	\$484,770
	6	1.25 MG EST and 16-inch Water Line	0%	30%	30%	\$7,058,300	\$0	\$2,117,490
	7	2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs	0%	40%	40%	\$4,578,400	\$0	\$1,831,360
	8	1,500 gpm East Water Plant Expansion with 1.0 MG GST	0%	10%	10%	\$5,774,900	\$0	\$577,490
	9	12-inch Water Line along Oak Street	30%	50%	20%	\$116,100	\$34,830	\$23,220
	10	8-inch Water Line along Persimmon Road	0%	20%	20%	\$209,600	\$0	\$41,920
	11	Telge Easement Acquisition	0%	30%	30%	\$697,225	\$0	\$209,168
	12	Medical Complex Segment 4B	0%	20%	20%	\$870,422	\$0	\$174,084
	Proposed Projects Sub-total					\$40,851,147	\$479,300	\$18,231,172
Total						\$41,921,320	\$479,300	\$18,415,519

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for capital recovery fee cost recovery for future growth.

Table 4-5: Cost Allocation for Wastewater Impact Fee Calculation

No. Description of Project			Percent Utilization			Costs Based on 2019 Dollars		
			2019 ⁽¹⁾	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing	A	Medical Complex Segment 3	0%	10%	10%	\$417,820	\$0	\$41,782
	B	Hufsmith Water & Sewer Extension	0%	100%	100%	\$389,584	\$0	\$389,584
	C	Rudolph Road Sewer Extension	0%	50%	50%	\$311,825	\$0	\$155,913
	D	Wastewater Impact Fee Update	0%	100%	100%	\$29,550	\$0	\$29,550
	Existing Projects Sub-total					\$1,148,779	\$0	\$616,828
Proposed	1	Replacement 10/12-inch Gravity Lines along Alma/James Streets	60%	65%	5%	\$1,830,400	\$1,098,240	\$91,520
	2	Replacement 21/24-inch North Willow Street Gravity Line	85%	90%	5%	\$928,900	\$789,565	\$46,445
	3	Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)	35%	85%	50%	\$2,929,900	\$1,025,465	\$1,464,950
	4	FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions	30%	85%	55%	\$4,826,100	\$1,447,830	\$2,654,355
	5	Hicks Lift Station Expansion and Replacement Force Main	80%	100%	20%	\$1,654,100	\$1,323,280	\$330,820
	6	1.5 MGD Expansion of South WWTP	0%	25%	25%	\$19,860,200	\$0	\$4,965,050
	7	Telge Easement Acquisition	0%	30%	30%	\$697,225	\$0	\$209,168
	8	Medical Complex Segment 4B	0%	30%	30%	\$1,652,124	\$0	\$495,637
	Proposed Project Sub-total					\$34,378,949	\$5,684,380	\$10,257,945
Total						\$35,527,728	\$5,684,380	\$10,874,773

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for impact fee cost recovery for future growth.

4.3 MAXIMUM IMPACT FEE CALCULATION

Chapter 395 of the Texas Local Government Code states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period (2019 – 2029).

Chapter 395 also requires that the City either discount 50% from the computed maximum fee or establish a reimbursement method for ad valorem tax and utility service revenues generated and take a credit for any debt payment included in the CIP. The City of Tomball elected to use the 50% credit option for this study. The maximum allowable water and wastewater impact fees are calculated below.

4.3.1 Maximum Allowable Water Impact Fee

The total projected costs include the projected capital improvement costs to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the water CIP. **Table 4-6** summarizes the total maximum allowable water impact fee calculation.

Table 4-6: Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	\$18,415,519
Total Eligible Financing Cost ⁽¹⁾	\$6,064,260
Total Eligible Impact Fee Costs	\$24,479,780
Growth in Service Units	3,237
Pre-Credit Maximum Allowable Impact Fee per Service Unit ⁽²⁾	\$7,562
Impact Fee Rate Credit per Service Unit ⁽³⁾	(\$3,781)
Maximum Allowable Impact Fee⁽⁴⁾	\$3,781

(1) 10-year finance costs calculated utilizing 4.0% interest rate

(2) Total eligible costs divided by the growth in service units.

(3) Credit is 50% of maximum water impact fee per service unit.

(4) Maximum allowable water impact fee is maximum water impact fee minus the impact fee credit per service unit.

4.3.2 Maximum Allowable Wastewater Impact Fee

The total projected costs include the projected capital improvement costs to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the wastewater CIP. **Table 4-7** summarizes the total maximum allowable wastewater impact fee calculation.

Table 4-7: Wastewater Impact Fee Calculation

Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	\$10,874,773
Total Eligible Financing Cost ⁽¹⁾	\$3,412,115
Total Eligible Impact Fee Costs	\$14,286,887
Growth in Service Units	2,833
Pre-Credit Maximum Allowable Impact Fee per Service Unit ⁽²⁾	\$5,043
Impact Fee Rate Credit per Service Unit ⁽³⁾	(\$2,521)
Maximum Allowable Impact Fee⁽⁴⁾	\$2,521

- (1) 10-year finance costs calculated utilizing 4.0% interest rate
 (2) Total eligible costs divided by the growth in service units.
 (3) Credit is 50% of maximum water impact fee per service unit.
 (4) Maximum allowable water impact fee is maximum water impact fee minus the impact fee credit per service unit.

4.4 WATER AND WASTEWATER IMPACT FEES

A comparison graph showing calculated maximum allowable water and wastewater impact fees in benchmark cities is presented on **Figure 4-1**. **Table 4-8** presents the calculated maximum allowable water and wastewater impact fees from this study per meter size. **Table 4-9** shows the proposed water impact fees with a stepped increase from 2019 through 2024. **Table 4-10** shows the proposed wastewater impact fees. **Figure 4-2** compares the proposed 2019-2020 water and wastewater impact fees with the existing impact fees from benchmark cities.

Figure 4-1: Comparison of Maximum Allowable Impact Fee per Service Unit

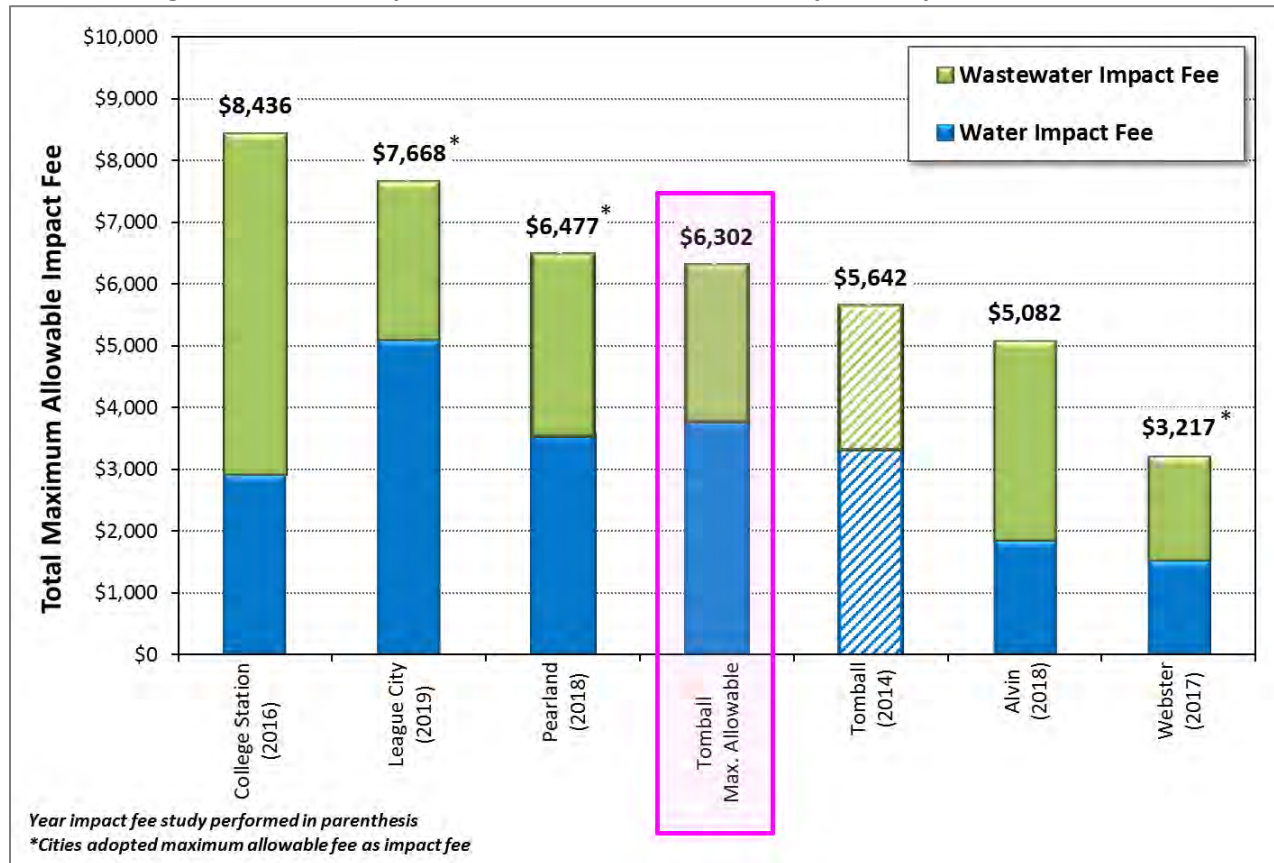


Table 4-8: Schedule of Maximum Allowable Water and Wastewater Impact Fees

Meter Size	Service Unit Equivalent	Impact Fee	
		Water	Wastewater
3/4"	1.00	\$3,781.00	\$2,521.00
1"	1.67	\$6,314.27	\$4,210.07
1-1/2"	3.33	\$12,590.73	\$8,394.93
2"	5.33	\$20,152.73	\$13,436.93
3"	11.67	\$44,124.27	\$29,420.07
4"	20.00	\$75,620.00	\$50,420.00
6"	45.00	\$170,145.00	\$113,445.00
8"	53.33	\$201,640.73	\$134,444.93

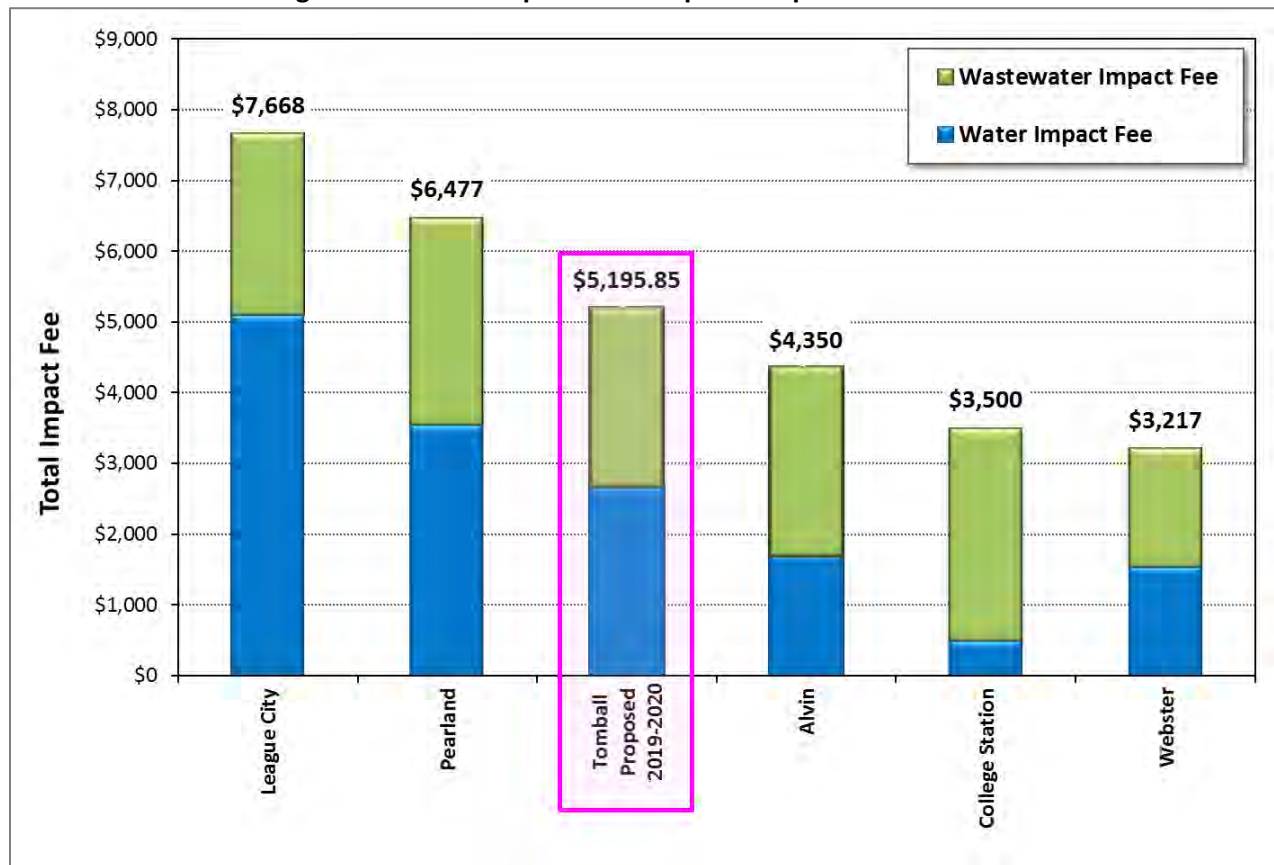
Table 4-9: Proposed Water Impact Fees

Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	\$2,325.96	\$2,674.85	\$3,023.75	\$3,372.64	\$3,721.54	\$3,781.00
1"	\$5,814.90	\$4,467.00	\$5,049.66	\$5,632.31	\$6,214.97	\$6,314.27
1-1/2"	\$11,629.80	\$8,907.25	\$10,069.09	\$11,230.89	\$12,392.73	\$12,590.73
2"	\$18,607.68	\$14,256.95	\$16,116.59	\$17,976.17	\$19,835.81	\$20,152.73
3"	\$37,215.36	\$31,215.50	\$35,287.16	\$39,358.71	\$43,430.37	\$44,124.27
4"	\$58,149.00	\$53,497.00	\$60,475.00	\$67,452.80	\$74,430.80	\$75,620.00
6"	\$116,298.00	\$120,368.25	\$136,068.75	\$151,768.80	\$167,469.30	\$170,145.00
8"	\$186,076.80	\$142,649.75	\$161,256.59	\$179,862.89	\$198,469.73	\$201,640.73

Table 4-10: Proposed Wastewater Impact Fees

Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	\$2,322.57	\$2,521.00
1"	\$5,806.43	\$4,210.07
1-1/2"	\$11,612.85	\$8,394.93
2"	\$18,580.56	\$13,436.93
3"	\$37,161.12	\$29,420.07
4"	\$58,064.25	\$50,420.00
6"	\$116,128.50	\$113,445.00
8"	\$185,805.60	\$134,444.93

Figure 4-2: Comparison of Impact Fee per Service Unit





5.0 IMPACT FEE ADOPTION

5.1 PUBLIC HEARING

The amended Chapter 395 of the Texas Local Government Code requires one public hearing to be held to adopt a revised impact fee. The presentation shall include a discussion of the land use assumptions and capital improvements plan and the proposed ordinance, order, or resolution imposing an impact fee. The required public hearing is scheduled to be held on October 7, 2019, at the City of Tomball City Hall.

5.2 ORDINANCE

Once the public hearing is held, the political subdivision shall approve or disapprove the amendments of the land use assumptions and capital improvements plan and modification of the impact fee within 30 days after the date of the public hearing.

APPENDIX A

Texas Local Government Code Section 395

**CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL
GOVERNMENTS**

SUBCHAPTER A. GENERAL PROVISIONS

§ 395.001. Definitions

In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, § 1(e), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

§ 395.011. Authorization of Fee

(a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.012. Items Payable by Fee

(a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

(1) construction contract price;

(2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, § 1, eff. May 16, 1995.

§ 395.013. Items Not Payable by Fee

Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.014. Capital Improvements Plan

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 2, eff. Sept. 1, 2001.

§ 395.015. Maximum Fee Per Service Unit

(a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 3, eff. Sept. 1, 2001.

§ 395.016. Time for Assessment and Collection of Fee

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date of occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, § 52, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 345, § 4, eff. Sept. 1, 2001.

§ 395.017. Additional Fee Prohibited; Exception

After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.018. Agreement With Owner Regarding Payment

A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.019. Collection of Fees if Services Not Available

Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.020. Entitlement to Services

Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.021. Authority of Political Subdivisions to Spend Funds to Reduce Fees

Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.022. Authority of Political Subdivision to Pay Fees

Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.023. Credits Against Roadway Facilities Fees

Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.024. Accounting For Fees and Interest

(a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.025. Refunds

(a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, § 37, eff. Sept. 1, 1997.

Amended by Acts 1999, 76th Leg., ch. 62, § 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

§ 395.041. Compliance With Procedures Required

Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.0411. Capital Improvements Plan

The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Added by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.042. Hearing on Land Use Assumptions and Capital Improvements Plan

To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.043. Information About Land Use Assumptions and Capital Improvements Plan Available to Public

On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.044. Notice of Hearing on Land Use Assumptions and Capital Improvements Plan

(a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL
IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.045. Approval of Land Use Assumptions and Capital Improvements Plan Required

(a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.0455. Systemwide Land Use Assumptions

(a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, § 1(b), eff. Aug. 28, 1989.

§ 395.047. Hearing on Impact Fee

On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.049. Notice of Hearing on Impact Fee

(a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

- (2) the time, date, and location of the hearing;
- (3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;
- (4) the amount of the proposed impact fee per service unit; and
- (5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.050. Advisory Committee Comments on Impact Fees

The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.051. Approval of Impact Fee Required

(a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.052. Periodic Update of Land Use Assumptions and Capital Improvements Plan Required

(a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 6, eff. Sept. 1, 2001.

§ 395.053. Hearing on Updated Land Use Assumptions and Capital Improvements Plan

The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.054. Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee

A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.055. Notice of Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee

(a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 7, eff. Sept. 1, 2001.

§ 395.056. Advisory Committee Comments on Amendments

The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.057. Approval of Amendments Required

(a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.0575. Determination That No Update of Land Use Assumptions, Capital Improvements Plan or Impact Fees is Needed

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE
LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS
PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, § 1(d), eff. Aug. 28, 1989.

§ 395.058. Advisory Committee

(a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.

If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

§ 395.071. Duties to be Performed Within Time Limits

If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.072. Records of Hearings

A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.073. Cumulative Effect of State and Local Restrictions

Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.074. Prior Impact Fees Replaced by Fees Under This Chapter

An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.075. No Effect on Taxes or Other Charges

This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.076. Moratorium on Development Prohibited

A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 441, § 2, eff. Sept. 1, 2001.

§ 395.077. Appeals

(a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.078. Substantial Compliance With Notice Requirements

An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.079. Impact Fee for Storm Water, Drainage, and Flood Control in Populous County

(a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 669, § 107, eff. Sept. 1, 2001.

§ 395.080. Chapter Not Applicable to Certain Water-Related Special Districts

(a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, § 11.257, eff. Sept. 1, 1995.

§ 395.081. Fees for Adjoining Landowners in Certain Municipalities

(a) This section applies only to a municipality with a population of 105,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, § 1, eff. June 19, 1997.

§ 395.082. Certification of Compliance Required

(a) A political subdivision that imposes an impact fee shall submit a written certification verifying compliance with this chapter to the attorney general each year not later than the last day of the political subdivision's fiscal year.

(b) The certification must be signed by the presiding officer of the governing body of a political subdivision and include a statement that reads substantially similar to the following: "This statement certifies compliance with Chapter 395, Local Government Code."

(c) A political subdivision that fails to submit a certification as required by this section is liable to the state for a civil penalty in an amount equal to 10 percent of the amount of the impact fees erroneously charged. The attorney general shall collect the civil penalty and deposit the amount collected to the credit of the housing trust fund.

Added by Acts 2001, 77th Leg., ch. 345, § 8, eff. Sept. 1, 2001.

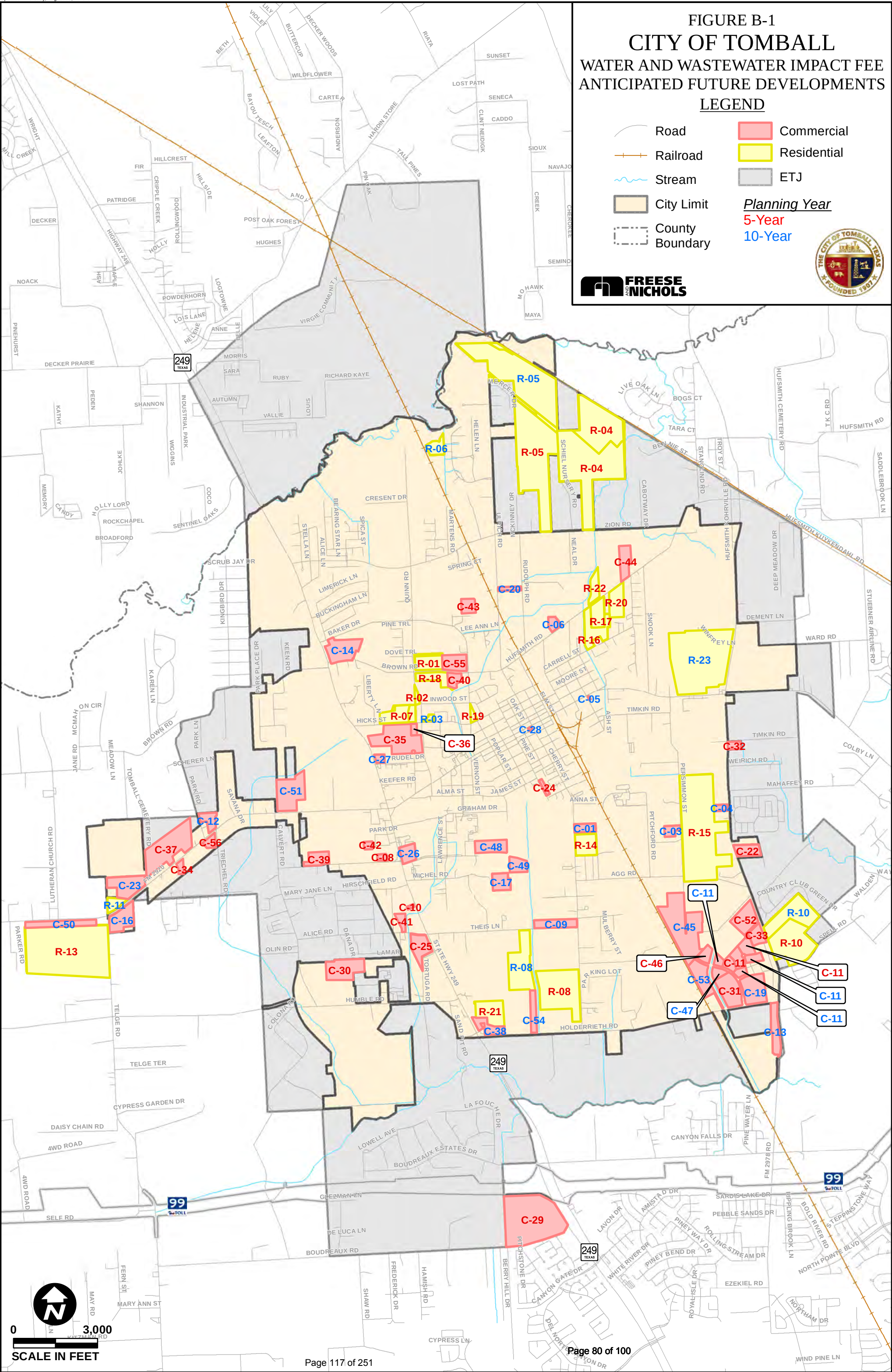
APPENDIX B

Anticipated Future Developments

FIGURE B-1
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
ANTICIPATED FUTURE DEVELOPMENTS

LEGEND

	Road		Commercial
	Railroad		Residential
	Stream		ETJ
	City Limit	Planning Year	
	County Boundary		5-Year
			10-Year



City of Tomball

**Table B-1: Anticipated Future
Residential Developments during Impact Fee Period**



Development ID	Name ⁽¹⁾	Planning Year ⁽¹⁾	No. Meters ⁽²⁾	Meter Size ⁽²⁾	Developable Area ⁽³⁾ 80% of Area	Units/Acre ⁽⁴⁾	Impact Fee # Units ⁽⁵⁾	Impact Fee Pop ⁽⁶⁾
R-01	Yaupon Trails	5	45	3/4"			45	117
R-02	Burgli Homes	5			1.4	4.5	7	18
R-03	Hicks and Quinn Residential Neighborhood	10			1.2	4.5	6	16
R-04	Raleigh Creek	5	351	3/4"			351	913
R-05	Reserve at Spring Lake	5	53	3/4"			53	138
		10	60	3/4"			60	156
R-06	Bethel Heights Subdivision	10			5.3	4.5	25	65
R-07	Residential	5	5	3/4"			5	13
R-08	Cherry Pines	5	150	3/4"			150	390
		10	125	3/4"			125	325
R-10	Residential	5	164	3/4"			164	426
		10	90	3/4"			90	234
R-11	Multi Family	10			4.2	13.0	55	143
R-13	Trendmaker SF Res. Development	5	350	3/4"			350	910
R-14	Copper Cove	5			13.0	4.0	52	135
R-15	Hines Rayburn Development	5	350	3/4"			350	910
R-16	Timber Trails	5	114	3/4"			114	296
R-17	Grand Junction	5						
R-18	SF Residential (6000 sf lots)	5	41	3/4"			41	107
R-19	SF Residential (6000 sf lots)	5	6	3/4"			6	16
R-20	SF Residential (6000 sf lots)	5	55	3/4"			55	143
R-21	Apartments (364 Units)	5	13	4"			364	946
			1	2"				
R-22	SF Residential (43560) sf lots)	5	3	3/4"			3.0	8
R-23	Townhomes	10	150	3/4"			150.0	390
Total		-	-	-	-	-	2,621	6,814

(1) Developments Identified by the City's Planning Department.

(2) Anticipated number of meters and meter sizes from City.

(3) Developments follow parcel boundaries and development area calculated in GIS. According to the Comp. Plan 80% of each parcels acreage can be used.

(4) Units per areas information from Comp. Plan. or from lot size/density per City input.

(5) Impact Fee eligible number of units calculated using number of meters or units/acre information.

(6) Population projections calculated using 2.6 persons per dwelling unit assumption from the City's Comprehensive Plan.

City of Tomball
Table B-2: Anticipated Future
Commerical Developments during Impact Fee Period



Development ID	Name ⁽¹⁾	Planning Year ⁽¹⁾	No. Meters ⁽²⁾	Meter Size ⁽²⁾	Developable Area ⁽³⁾ 80% of Area
C-01	Cherry Street (Orbit) Laundry	10			4.1
C-03	Coastal Power Systems	10			3.3
C-04	Brent Grinding	10			1.9
C-05	403 Eats	10			0.1
C-06	Tennis Ventures	10			3.1
C-08	Shell/ Restaurant	5			1.5
C-09	Commercial	10			8.1
C-10	Chicken Express	5			0.5
C-11	Suez	5	5	1"	25.2
		10	2	1"	
			1	2"	
C-12	Commercial	10			5.0
C-13	Commercial	10			8.8
C-14	Future Commercial	10			15.1
C-16	Gas Station	10			11.6
C-17	Commercial	10			6.7
C-19	Commercial (No Concept Yet)	10	3	1"	14.7
C-20	Church	10			1.9
C-22	Commercial	5			6.5
C-23	Commercial	10			14.3
C-24	Commercial/ Nursing Home	5	1	2"	1.3
C-25	Commercial Restaurant/Office/Grocery	5	2	2"	9.5
			3	1"	
C-26	Commercial	10			5.6
C-27	Commercial	10			1.7
C-28	Commercial	10			0.2
C-29 ⁽⁴⁾⁽⁵⁾	Grand Parkway Town Center	5			10.0
C-30 ⁽⁵⁾	HCID17 Commercial/Office	5	4	1"	16.1
C-31	Manufacturing/Warehouse	5	1	2"	14.3
C-32	Retail/Office/Warehouse	5	6	1"	2.4
C-33	Zoned Industrial expecting office warehouse	5	6	1"	5.5
C-34	Hotel	5	1	2"	1.8
C-35	Church	5	4	1"	25.4
C-36	Office/Warehouse	5	2	3/4"	1.6
C-37	Office/Warehouse	5	20	1"	30.1
C-38	Retail/Restaurant/Office	10	8	1"	6.7
C-39	Office/Warehouse	5	3	1"	6.7
C-40	Church	5	1	1"	4.0
C-41	Retail	5	1	2"	2.9
C-42	Retail	5	1	2"	1.6
C-43	Commercial	5	1	1"	4.7
C-44	Commercial	5	1	3"	7.8
C-45	Commercial (No Concept Yet)	10	6	1"	40.1
C-46	Commercial (No Concept Yet)	10	1	1"	3.9
C-47	Commercial (No Concept Yet)	10	1	1"	3.0
C-48	Commercial (No Concept Yet)	10	2	1"	9.1
C-49	Commercial (No Concept Yet)	10	1	1"	5.7
C-50	Commercial	10	5	1"	9.7
C-51	Commercial (No Concept Yet)	10	6	1"	19.7
C-52	Zoned Industrial expecting office warehouse	5	10	1"	11.8
C-53	Commercial (No Concept Yet)	10	3	1"	11.9
C-54	Commercial (No Concept Yet)	10	1	1"	5.5
C-55	Church	5	1	1"	8.9
C-56	Gas Station	5	1	1"	2.9
Total		-	-	-	424.5

(1) Developments Identified by the City's Planning Department.
(2) Anticipated number of meters and meter sizes from City.
(3) Developments follow parcel boundaries and development area calculated in GIS. According to the Comp. Plan 80% of each parcels acreage can be used.
(4) Grand Parkway Acreage from Brochure
(5) City anticipates providing water services to Grand Parkway Town Center and HCID 17 area but not wastewater.

APPENDIX C

Water Project Costs

CIP Project Number:

1

Project Name: 12-inch Water Line along Hufsmith Road

Project Description:

This project includes the construction of a new 12-inch water line along Hufsmith Road from Ulrich Road to Lovett Street.

Project Drivers:

The recommended water line is sized to serve 2042 peak hourly demand and provide distribution system capacity for maintaining the Ulrich Elevated Storage Tank water level and increasing available fire flow. This project will help alleviate areas of low water system pressure in the northwest area of the City.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	9,600	LF	\$ 124	\$ 1,190,400
2	24" Boring and Casing	500	LF	\$ 433	\$ 216,500
3	Pavement Repair	300	LF	\$ 78	\$ 23,400
				SUBTOTAL:	\$ 1,430,300
				CONTINGENCY	30%
					\$ 429,100
				SUBTOTAL:	\$ 1,859,400
				ENG/SURVEY	15%
					\$ 279,000
				SUBTOTAL:	\$ 2,138,400
Estimated Project Total:					\$ 2,138,400

CIP Project Number:

2

Project Name: New 3,000 gpm East Water Plant with 1.0 MG GST

Project Description:

This project includes the construction of a new 3,000 gpm pump station, 1.0 MG ground storage tank and 2,000 gpm of groundwater well capacity along Hufsmith-Kohrville Road in between Mahaffey Road and Country Club Green Drive. Surface water from NHCRWA is anticipated to be delivered to this facility by 2027.

Project Drivers:

The recommended pump station is sized to meet 70% of 2042 peak hourly demand. The recommended ground storage tank is sized to meet 8 hours of 2042 maximum day demand. The recommended groundwater supply capacity is sized to meet 75% of maximum day demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - New 4.32 MGD	1	LS	\$ 4,449,600	\$ 4,449,600
2	1.0 MG Ground Storage Tank	1	LS	\$ 1,030,000	\$ 1,030,000
3	Chemical Feed System	1	LS	\$ 309,000	\$ 309,000
4	2,000 gpm Groundwater Well Capacity	1	LS	\$ 3,090,000	\$ 3,090,000
5	Well Siting Study	1	Ea	\$ 35,100	\$ 35,100
6	12" WL & Appurtenances	5,300	LF	\$ 124	\$ 657,200
7	Land Acquisition	5	Ac	\$ 51,500	\$ 257,500
				SUBTOTAL:	\$ 9,828,400
				CONTINGENCY	30%
					\$ 2,948,600
				SUBTOTAL:	\$ 12,777,000
				ENG/SURVEY	20%
					\$ 2,555,400
				SUBTOTAL:	\$ 15,332,400
Estimated Project Total:					\$ 15,332,400

CIP Project Number:

3

Project Name: 12/16-inch Water Line along Main Street

Project Description:

This project includes the construction of a 12-inch water line to replace the existing 6-inch water line along Main Street from Persimmon Street to Snook Lane. This project also includes the construction of a 16-inch water line to replace the existing 6-inch water line along Main Street from Oak Street to Snook Lane. This project is recommended to coincide with the planned Main Street construction.

Project Drivers:

The recommended water line is sized to serve 2042 peak hourly demand and provide distribution system capacity for maintaining the Ulrich Elevated Storage Tank water level and increasing available fire flow.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	5,600	LF	\$ 165	\$ 924,000
2	12" WL & Appurtenances	900	LF	\$ 124	\$ 111,600
3	Pavement Repair	6,500	LF	\$ 78	\$ 507,000
				SUBTOTAL:	\$ 1,542,600
			CONTINGENCY	30%	\$ 462,800
				SUBTOTAL:	\$ 2,005,400
			ENG/SURVEY	15%	\$ 300,900
				SUBTOTAL:	\$ 2,306,300
Estimated Project Total:					\$ 2,306,300

CIP Project Number:

4

Project Name: 12-inch Water Line along Medical Complex Drive

Project Description:

This project includes the construction of a 12-inch water line along Medical Complex Drive from Hufsmith-Kohrville Road to Holderrieth Road to coincide with Medical Complex Drive expansion.

Project Drivers:

The recommended water lines are sized to serve 2042 peak hourly demand and increase available fire flow. This project will provide water for the upcoming Medical Complex development.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	700	LF	\$ 124	\$ 86,800
2	Pavement Repair	200	LF	\$ 78	\$ 15,600
SUBTOTAL:					\$ 102,400
	CONTINGENCY			30%	\$ 30,800
SUBTOTAL:					\$ 133,200
	ENG/SURVEY			15%	\$ 20,000
SUBTOTAL:					\$ 153,200
Estimated Project Total:					\$ 153,200

CIP Project Number:

5

Project Name: 16-inch Water Line along SH 249

Project Description:

This project includes the construction of a 16-inch water line to replace the existing 12-inch water line along SH 249 from Holderrieth Road to the proposed 1.25 MG elevated storage tank (Project 6).

Project Drivers:

The recommended water lines are sized to serve 2042 peak hourly demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	5,800	LF	\$ 165	\$ 957,000
2	30" Boring and Casing	200	LF	\$ 541	\$ 108,200
3	Pavement Repair	200	LF	\$ 78	\$ 15,600
				SUBTOTAL:	\$ 1,080,800
				CONTINGENCY	30%
				SUBTOTAL:	\$ 1,405,100
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 1,615,900
Estimated Project Total:					\$ 1,615,900

CIP Project Number:

6

Project Name: 1.25 MG EST and 16-inch Water Line

Project Description:

This project includes the construction of a new 1.25 MG elevated storage tank and 16-inch water line near SH 249 and Boudreaux Estates Drive. The elevated storage tank may be constructed sooner to meet commercial fire flow requirements.

Project Drivers:

The elevated storage tank and the 16-inch water line are sized to meet Grand Parkway Town Center fire flow requirements and meet 30% of 2042 projected peak hourly demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1.25 MG Elevated Storage Tank	1	LS	\$ 3,862,500	\$ 3,862,500
2	16" WL & Appurtenances	3,700	LF	\$ 165	\$ 610,500
3	Land Acquisition	1	Ac	\$ 51,500	\$ 51,500
SUBTOTAL:					\$ 4,524,500
CONTINGENCY				30%	\$ 1,357,400
SUBTOTAL:					\$ 5,881,900
ENG/SURVEY				20%	\$ 1,176,400
SUBTOTAL:					\$ 7,058,300
Estimated Project Total:					\$ 7,058,300

CIP Project Number:

7

Project Name: 2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs

Project Description:

This project includes the expansion of the FM 2920 pump station from 3,000 gpm to 5,000 gpm. This project also includes the construction of three 0.5 MG ground storage tanks at the FM 2920 Water Plant. Surface water from NHCRWA is anticipated to be delivered to this facility by 2027.

Project Drivers:

The recommended pump station is sized to meet 70% of 2042 peak hourly demand. The recommended ground storage tanks are sized to meet 8 hours of 2042 maximum day demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - Expans 2.88 MGD	1	LS	\$ 890,000	\$ 890,000
2	0.5 MG Ground Storage Tank	3	LS	\$ 515,000	\$ 1,545,000
3	24" WL & Appurtenances	1,300	LF	\$ 248	\$ 322,400
4	16" WL & Appurtenances	1,000	LF	\$ 165	\$ 165,000
5	12" WL & Appurtenances	100	LF	\$ 124	\$ 12,400
				SUBTOTAL:	\$ 2,934,800
				CONTINGENCY	30%
				SUBTOTAL:	\$ 3,815,300
				ENG/SURVEY	20%
				SUBTOTAL:	\$ 4,578,400
Estimated Project Total:					\$ 4,578,400

CIP Project Number:

8

Project Name: 1,500 gpm East Water Plant Expansion with 1.0 MG GST

Project Description:

This project includes the addition of a 1,500 gpm pump, a 1,000 gpm groundwater well and construction of a 1 MG ground storage tank at the East Water Plant (Project 5). This project also includes the construction of a parallel 12-inch water line along Hufsmith-Kohrville Road from the East Water Plant to future Medical Complex Drive.

Project Drivers:

The recommended pump station is sized to meet 70% of 2042 peak hourly demand. The recommended ground storage tank is sized to meet 8 hours of 2042 maximum day demand. The recommended groundwater supply capacity is sized to meet 75% of maximum day demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1.0 MG Ground Storage Tank	1	LS	\$ 1,030,000	\$ 1,030,000
2	1,500 gpm Pump	1	LS	\$ 154,500	\$ 154,500
3	1,000 gpm Groundwater Well Capacity	1	LS	\$ 1,545,000	\$ 1,545,000
4	12" WL & Appurtenances	7,300	LF	\$ 124	\$ 905,200
5	Pavement Repair	200	LF	\$ 78	\$ 15,600
6	Land Acquisition	1	Ac	\$ 51,500	\$ 51,500
				SUBTOTAL:	\$ 3,701,800
				CONTINGENCY	30%
				SUBTOTAL:	\$ 4,812,400
				ENG/SURVEY	20%
				SUBTOTAL:	\$ 5,774,900
Estimated Project Total:					\$ 5,774,900

CIP Project Number:

9

Project Name: 12-inch Water Line along Oak Street

Project Description:

This project includes the construction of a new 12-inch water line to replace the existing 6-inch water line along Oak Street.

Project Drivers:

The recommended water lines are sized to serve 2042 peak hourly demand and increase available fire flow.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	500	LF	\$ 124	\$ 62,000
2	Pavement Repair	200	LF	\$ 78	\$ 15,600
SUBTOTAL:					\$ 77,600
CONTINGENCY				30%	\$ 23,300
SUBTOTAL:					\$ 100,900
ENG/SURVEY				15%	\$ 15,200
SUBTOTAL:					\$ 116,100
Estimated Project Total:					\$ 116,100

CIP Project Number:

10

Project Name: 8-inch Water Line along Persimmon Road

Project Description:

This project includes construction of an 8-inch water line along Persimmon Road connecting the existing 6-inch water line to the proposed 12-inch water line (Projects 5 and 13).

Project Drivers:

The water line is recommended to connect existing dead end water lines and increase available fire flow.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	8" WL & Appurtenances	1,500	LF	\$ 83	\$ 124,500
2	Pavement Repair	200	LF	\$ 78	\$ 15,600
SUBTOTAL:					\$ 140,100
CONTINGENCY				30%	\$ 42,100
SUBTOTAL:					\$ 182,200
ENG/SURVEY				15%	\$ 27,400
SUBTOTAL:					\$ 209,600
Estimated Project Total:					\$ 209,600

APPENDIX D

Wastewater Project Costs

Wastewater Master Plan CIP - Opinion of Probable Construction Cost*

7/29/19

*Cost in 2019 Dollars

CIP Project Number:

1

Project Name: Replacement 10/12-inch Gravity Lines along Alma/James Streets

Detailed Description:

This project includes the construction of a new 10-inch gravity line to replace the existing 8-inch line along Alma Street/James Street. This project also includes the construction of a new 12-inch gravity line to replace the existing 8-inch line along Magnolia Street.

Purpose:

The hydraulic model indicates a lack of capacity in these lines to convey the existing peak wet weather flow. The recommended replacement gravity lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042. The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53).

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe 8- 16 feet deep	2,700	LF	\$ 115.00	\$ 310,500
2	10" Pipe 8- 16 feet deep	3,000	LF	\$ 96	\$ 288,000
3	48" Diameter Manhole (10' Depth)	20	EA	\$ 8,490.00	\$ 169,800
4	Pavement Repair	5,700	LF	\$ 80.00	\$ 456,000
SUBTOTAL:					\$ 1,224,300
CONTINGENCY				30%	\$ 367,300
SUBTOTAL:					\$ 1,591,600
ENG/SURVEY				15%	\$ 238,800
SUBTOTAL:					\$ 1,830,400
Estimated Project Total:					\$ 1,830,400

Wastewater Master Plan CIP - Opinion of Probable Construction Cost*

7/29/19

*Cost in 2019 Dollars

CIP Project Number:

2

Project Name: Replacement 21/24-inch North Willow Street Gravity Line

Detailed Description:

This project includes the construction of a new 21/24-inch gravity line to replace the existing 8-inch line along Magnolia Street.

Purpose:

The hydraulic model indicates a lack of capacity in these lines to convey the existing peak wet weather flow. The recommended replacement gravity lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042. The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53).

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" Pipe 8- 16 feet deep	60	LF	\$ 230.00	\$ 13,800
2	21" Pipe < 8 feet deep	3,100	LF	\$ 179	\$ 554,900
3	60" Diameter Manhole (9' Depth)	4	EA	\$ 11,140.00	\$ 44,560
4	Pavement Repair	100	LF	\$ 80.00	\$ 8,000
SUBTOTAL:					\$ 621,300
CONTINGENCY				30%	\$ 186,400
SUBTOTAL:					\$ 807,700
ENG/SURVEY				15%	\$ 121,200
SUBTOTAL:					\$ 928,900
Estimated Project Total:					\$ 928,900

Wastewater Master Plan CIP - Opinion of Probable Construction Cost*

7/29/19

*Cost in 2019 Dollars

CIP Project Number:

3

Project Name: Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)

Project Description:

This project includes the construction of a new 15/18-inch gravity line to replace the existing 10/15-inch line along Tomball Pkwy (249B). The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53). This project also includes the construction of a new 18-inch gravity line parallel to Tomball Pkwy (connecting Hirschfield Road and Alice Road) and includes approximately 48,000 SF of easement acquisition.

Project Drivers:

The hydraulic model indicates a lack of capacity in these lines to convey the existing peak wet weather flow. The recommended replacement gravity lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" Pipe 8- 16 feet deep	2,000	LF	\$ 172	\$ 344,000
2	18" Pipe > 16 feet deep	1,300	LF	\$ 191	\$ 248,300
3	15" Pipe 8- 16 feet deep	1,200	LF	\$ 144	\$ 172,800
4	10" Pipe < 8 feet deep	500	LF	\$ 85	\$ 42,500
5	60" Diameter Manhole (12' Depth)	17	EA	\$ 12,740	\$ 216,580
6	Pavement Repair	3,500	LF	\$ 80	\$ 280,000
7	34" Boring and Casing	150	LF	\$ 850	\$ 127,500
8	Easement Acquisition	48,000	SF	\$ 11	\$ 528,000
				SUBTOTAL:	\$ 1,959,700
				CONTINGENCY	30%
					\$ 588,000
				SUBTOTAL:	\$ 2,547,700
				ENG/SURVEY	15%
					\$ 382,200
				SUBTOTAL:	\$ 2,929,900
				Estimated Project Total:	\$ 2,929,900

Wastewater Master Plan CIP - Opinion of Probable Construction Cost*

7/29/19

*Cost in 2019 Dollars

CIP Project Number:

4

Project Name:

FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions

Detailed Description:

This project includes construction of a new 1.9 MGD Lift Station at the FM 2920 Lift Station and associated 10-inch Force Main. This project also includes 18-inch gravity line expansion along the Medical Complex Drive.

Purpose:

The lift station, force main, and gravity line are sized for the projected 2042 peak flows from the Wastewater Service Area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	FM 2920 - Wet Well Replacement	1	EA	\$ 497,780	\$ 497,780
2	FM 2920 - Pumps	1	EA	\$ 338,640	\$ 338,640
3	FM 2920 - Electrical	1	EA	\$ 257,170	\$ 257,170
4	FM 2920- Generator	1	EA	\$ 145,140	\$ 145,140
5	FM 2920 - Piping and Valves	1	EA	\$ 101,850	\$ 101,850
6	10" Force Main < 8 feet deep	8,000	LF	\$ 85	\$ 680,000
7	18" Pipe 8- 16 feet deep	1,700	LF	\$ 172	\$ 292,400
8	34" Boring and Casing	800	LF	\$ 850	\$ 680,000
9	60" Diameter Manhole (9' Depth)	4	EA	\$ 11,140	\$ 44,560
10	Pavement Repair	700	LF	\$ 80	\$ 56,000
				SUBTOTAL:	\$ 3,093,600
				CONTINGENCY	30%
					\$ 928,100
				SUBTOTAL:	\$ 4,021,700
				ENG/SURVEY	20%
					\$ 804,400
				SUBTOTAL:	\$ 4,826,100
Estimated Project Total:					\$ 4,826,100

Wastewater Master Plan CIP - Opinion of Probable Construction Cost*

7/29/19

*Cost in 2019 Dollars

CIP Project Number:

5

Project Name: Hicks Lift Station Expansion and Replacement Force Main

Project Description:

This project includes a new 1.1 MGD (firm capacity) Lift Station at Hicks Street. The project also includes construction of a 8-inch Force Main from Hicks Street to Park Drive.

Project Drivers:

The lift station wet well and the force main are sized for the projected 2042 peak flows from the Wastewater Service Area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Hicks - Wet Well Replacement	1	EA	\$ 304,270	\$ 304,270
2	Hicks - Pumps	1	EA	\$ 84,030	\$ 84,030
3	Hicks - Electrical	1	EA	\$ 140,040	\$ 140,040
4	Hicks - Generator	1	EA	\$ 84,030	\$ 84,030
5	Hicks - Piping and Valves	1	EA	\$ 73,840	\$ 73,840
6	8" Force Main < 8 feet deep	5,500	LF	\$ 68	\$ 374,000
SUBTOTAL:					\$ 1,060,300
CONTINGENCY				30%	\$ 318,100
SUBTOTAL:					\$ 1,378,400
ENG/SURVEY				20%	\$ 275,700
SUBTOTAL:					\$ 1,654,100
Estimated Project Total:					\$ 1,654,100

Wastewater Master Plan CIP - Opinion of Probable Construction Cost*

7/25/19

*Cost in 2019 Dollars

CIP Project Number:

6

Project Name: 1.5 MGD Expansion of South WWTP

Detailed Description:

This project includes the expansion of the South WWTP from 1.5 MGD to 3.0 MGD permitted ADF capacity.

Purpose:

The wastewater flow projections show a lack of available capacity at the South WWTP to treat the projected 25-year flows in this study. This 1.5 MGD expansion of the South WWTP will provide the available capacity to treat the projected wastewater flows. It should be noted that this 1.5 MGD expansion is based on the projected flows within the next 25 years. Future master planning efforts may identify a need for a larger expansion due to additional projected flows or WWTP consolidation.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	South WWTP 1.5 MGD Expansion	1	EA	\$ 12,730,800	\$ 12,730,800
				SUBTOTAL:	\$ 12,730,800
				CONTINGENCY	30%
				SUBTOTAL:	\$ 16,550,100
				ENG/SURVEY	20%
				SUBTOTAL:	\$ 19,860,200
Estimated Project Total:					\$ 19,860,200

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Adopt, on Second Reading, Ordinance No. 2019-25, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision)

Background:

Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 2.7490% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 20,850.00	\$1,714.98	15 years	\$ 85.75	\$ 1,800.73

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.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be \$240,000. The annual assessment payment \$1,800.73 is the equivalent of a \$0.75 tax rate on a \$240,000 home.

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

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

Duration (in years)	15
Interest Rate	2.749%
Annual Payment Amount	\$1,714.98
Total Lifetime Payments	\$25,724.68
Total Principal	\$20,850.00
Total Interest	\$4,874.68

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						<u>\$20,850.00</u>
1	\$1,141.81	\$573.17	\$1,714.98			\$19,708.19
2	\$1,173.20	\$541.78	\$1,714.98			\$18,534.99
3	\$1,205.45	\$509.53	\$1,714.98			\$17,329.54
4	\$1,238.59	\$476.39	\$1,714.98			\$16,090.95
5	\$1,272.64	\$442.34	\$1,714.98			\$14,818.31
6	\$1,307.62	\$407.36	\$1,714.98			\$13,510.68
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8	\$1,380.50	\$334.47	\$1,714.98			\$10,786.61
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13	\$1,580.98	\$134.00	\$1,714.98			\$3,293.53
14	\$1,624.44	\$90.54	\$1,714.98			\$1,669.10
15	\$1,669.10	\$45.88	\$1,714.98			\$0.00
TOTAL		\$20,850.00	\$4,874.68	\$25,724.68		

Origination:

Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

Adopt Ordinance No. 2019-25, approving the Service and Assessment Plan and Assessment Roll for Public Improvement District Number Seven, on Second 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
--	--	-------

ATTACHMENTS:

Ordinance No. 2019-25

TPID 7 - Council Information Sheet

The Basics - PID Primer

ORDINANCE NO. 2019-25

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
APPROVING THE SERVICE AND ASSESSMENT PLAN FOR THE CITY
OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER SEVEN**

* * * * *

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

WHEREAS, the City has received a petition (the “Petition”) requesting the creation of the City of Tomball Public Improvement District Number Seven (the “PID”), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City passed and adopted Resolution No. 2018-08 establishing the City of Tomball Public Improvement District Number Seven; and

WHEREAS, the City Council wishes to adopt the Service and Assessment Plan with respect to the PID; **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 Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID, and 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. 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 A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF OCTOBER 2019.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Seven
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (“the Act”), and pursuant to Resolution 2018-08 creating the Public Improvement District Number Seven (“PID”), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement (“Agreement”) executed between the developer and the City.

A. Grand Junction

Grand Junction contains 12.7 acres of land and will contain 49 lots within the PID. The public improvements authorized under this Plan for Grand Junction and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	\$1,021,650
Financing Costs (15 years @ 2.7490%)	\$238,862
Total Improvements	\$1,260,512
Administration (5%)	\$63,026
Total Costs (15 years)	\$1,323,538

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.7490% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 20,850.00	\$1,714.98	15 years	\$ 85.75	\$ 1,800.73

11. Levy and Collection

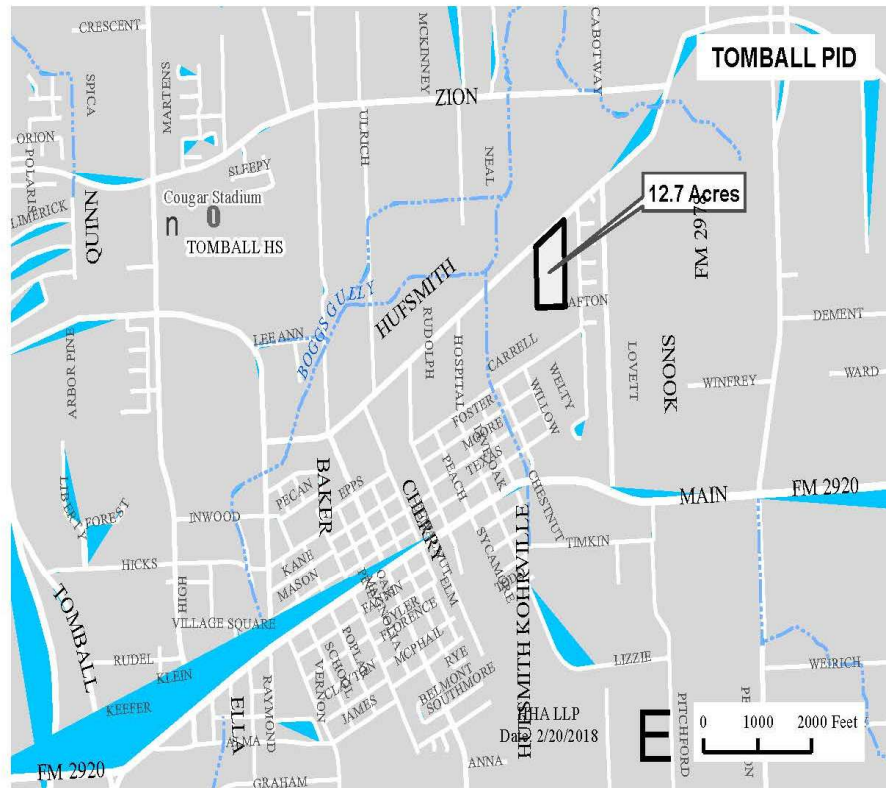
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A



Council Item Information Sheet – Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven (Grand Junction Subdivision)

Action Requested

Approval of the Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven.

Information

Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 2.7490% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 20,850.00	\$1,714.98	15 years	\$ 85.75	\$ 1,800.73

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.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be \$240,000. The annual assessment payment \$1,800.73 is the equivalent of a \$0.75 tax rate on a \$240,000 home.

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

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

Duration (in years)	15
Interest Rate	2.749%
Annual Payment Amount	\$1,714.98
Total Lifetime Payments	\$25,724.68
Total Principal	\$20,850.00
Total Interest	\$4,874.68

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						<u>\$20,850.00</u>
	1	\$1,141.81	\$573.17	\$1,714.98		\$19,708.19
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	13	\$1,580.98	\$134.00	\$1,714.98		\$3,293.53
	14	\$1,624.44	\$90.54	\$1,714.98		\$1,669.10
	15	\$1,669.10	\$45.88	\$1,714.98		\$0.00
TOTAL		\$20,850.00	\$4,874.68	\$25,724.68		

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: October 21, 2019

Topic:

Adopt, on Second Reading, Ordinance No. 2019-26, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision); and Making Certain Findings Related

Background:

Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 2.7490% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 20,850.00	\$1,714.98	15 years	\$ 85.75	\$ 1,800.73

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.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be \$240,000. The annual assessment payment \$1,800.73 is the equivalent of a \$0.75 tax rate on a \$240,000 home.

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

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

Duration (in years)	15
Interest Rate	2.749%
Annual Payment	
Amount	\$1,714.98
Total Lifetime	
Payments	\$25,724.68
Total Principal	\$20,850.00
Total Interest	\$4,874.68

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	14	\$1,624.44	\$90.54	\$1,714.98		\$1,669.10
	15	\$1,669.10	\$45.88	\$1,714.98		\$0.00
TOTAL		\$20,850.00	\$4,874.68	\$25,724.68		

Origination:

Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

Adopt Ordinance No. 2019-26 on Second 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. 2019-26

TPID 7 - Council Information Sheet

The Basics - PID Primer

ORDINANCE NO. 2019-26

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
LEVYING AN ASSESSMENT AGAINST SECTION ONE PROPERTIES
WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT
DISTRICT NUMBER SEVEN (GRAND JUNCTION 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 Seven (the “PID”), 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 A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF OCTOBER 2019.

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

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

**Public Improvement District Number Seven
Grand Junction Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas**

[illegible]

Council Item Information Sheet – Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven (Grand Junction Subdivision)

Action Requested

Approval of the Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven.

Information

Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 2.7490% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 20,850.00	\$1,714.98	15 years	\$ 85.75	\$ 1,800.73

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.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be \$240,000. The annual assessment payment \$1,800.73 is the equivalent of a \$0.75 tax rate on a \$240,000 home.

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

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

Duration (in years)	15
Interest Rate	2.749%
Annual Payment Amount	\$1,714.98
Total Lifetime Payments	\$25,724.68
Total Principal	\$20,850.00
Total Interest	\$4,874.68

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						<u>\$20,850.00</u>
1		\$1,141.81	\$573.17	\$1,714.98		\$19,708.19
2		\$1,173.20	\$541.78	\$1,714.98		\$18,534.99
3		\$1,205.45	\$509.53	\$1,714.98		\$17,329.54
4		\$1,238.59	\$476.39	\$1,714.98		\$16,090.95
5		\$1,272.64	\$442.34	\$1,714.98		\$14,818.31
6		\$1,307.62	\$407.36	\$1,714.98		\$13,510.68
7		\$1,343.57	\$371.41	\$1,714.98		\$12,167.11
8		\$1,380.50	\$334.47	\$1,714.98		\$10,786.61
9		\$1,418.45	\$296.52	\$1,714.98		\$9,368.15
10		\$1,457.45	\$257.53	\$1,714.98		\$7,910.71
11		\$1,497.51	\$217.47	\$1,714.98		\$6,413.19
12		\$1,538.68	\$176.30	\$1,714.98		\$4,874.51
13		\$1,580.98	\$134.00	\$1,714.98		\$3,293.53
14		\$1,624.44	\$90.54	\$1,714.98		\$1,669.10
15		\$1,669.10	\$45.88	\$1,714.98		\$0.00
TOTAL		\$20,850.00	\$4,874.68	\$25,724.68		

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: October 21, 2019

Topic:

Approve Tomball Sister City Organization Request for Support, Funding, and Road Closures, in the Amount of \$160,000.00 for the 2019 Tomball German Christmas Market, to be Held December 6-8, 2019, and the 2020 Tomball German Heritage Festival, to be Held March 27-29, 2020

Background:

Council approved \$160,000.00 in the Fiscal Year 2019-2020 Budget to provide funding for the Tomball Sister City Organization's two annual festivals.

TSCO's festivals meet the City of Tomball's Strategic Plan goal of expanding and improving Community Life and Building Our Economy.

Origination:

Tomball Sister City Organization

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
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ATTACHMENTS:

2019 TSCO Application for HOT Funding Approval



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

(Must be submitted no less than 45 days prior to the event)

Applications may be mailed or hand delivered to:

Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375

Applicant Organization: Tomball Sister City Organization

Organization Director: Grady Martin

Project or Event for which funding is requested: TGCM & TGHF

Date of Event: December 13,14,15 2019 & March 27,28,29 2020

Description of project or event for which funding is requested: 20th Annual German Heritage Festival & 12th Annual German Christmas Market featuring live music from German folk artists from around Texas, ethnic folk dancers, other music, arts, crafts and exhibits. The Three-day event brings vendors from as far away as New York and Colorado.

Location of project or event: Tomball Depot Plaza, Market Street between Elm and Pine

GRANT AMOUNTS:

Amount Funded for FY 2018-19	\$ 160,000
Amount Requested for FY 2019-2020	\$ 160,000
% Increase requested over last year's grant	0%

2019-2020 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel	47,000		47,000
Contracted Services		100,000	100,000
Labor vendor		11,000	11,000
Rental Expense	88,000	82,000	170,000
Depreciation/Mortgage			
Advertising	25,000	50,000	75,000
Insurance		5,000	5,000
Other expense		40,000	40,000
Exchange Students		3,000	3,000
Sister City Relations		12,000	12,000
Total	160,000	303,000	463,000

Grants to an organization will not exceed 35% of the organization's adopted budget
FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

Government

Amount of Funds

Local

County

State

Federal

Other Investors/Contributors

Individual

Corporate

Foundations

Fees

Admissions

Applications

Vendors

200,000_____

Tuition

<u>Concessions</u>	<u>50,000</u>
<u>Memberships</u>	<u> </u>
<u>Subscriptions</u>	<u> </u>
<u>Other</u>	<u>55,000</u>
Total	<u>305,000</u>

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

ANSWER: 25,000 outside of Tomball will attend. Total attendances 60,000. Past studies and surveys with the City and hotels indicate many patrons are from out of town. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

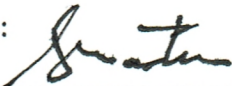
Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer yes to this question, state the basis for your answer:

ANSWER: Yes, Overnight stays. Past studies and surveys with the hotels and the City. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Organization Contact Name, Title, Address and Phone Number:

Grady Martin, Chairman, P.O. Box 1131, Tomball, TX 77377, 713-829-0313

Contact's Signature:

 Grady Martin

Date: 8-15-19



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Grady Martin
Signature of Authorizing Official

8-15-19
Date

Grady Martin
Typed Name

Sister City
Title within Organization

832-715-6291
Telephone

Craig@TomballGermanFest.org
Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. Be specific and give examples. Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.

ANSWER: Formally established in 2000, the sister city relationship between Tomball and Telgte goes back to 1996, when Christian C. Tiews and his Telgte-born wife Lula moved to the Tomball area and noticed the many similarities between Tomball and Lula's home town. Telgte (pronounced Tell-gee, as in "Telge Road"), is a quaint German town, pop. 18,700, situated in the park-like landscape of North Rhine-Westphalia, 10 miles east of Münster, in northwest Germany. It was founded in 1238 and is well known for its beautiful medieval architecture. Telgte is situated in the middle of Germany's "horse country". 34% of its economy is based on manufacturing, 21% on trade and tourism and 32% on other services. The Tomball Sister City Organization is a nonprofit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany. To this end the corporation will endeavor to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

2. Describe how any grant funds will be used.

ANSWER: The Grant Funds will be used to supplement the organizations advertising budget to continue to attract more visitors to the Sister City events and the City of Tomball.

3. List the programs and activities for the grant year.

ANSWER: The Sister City Organization will host a German Heritage Festival in March and a German Christmas Market in December. Additionally, the Sister City Organization encourages and supports a student exchange program. To date the exchange program had 60 students and families participate.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

ANSWER: 100% of our events take place in Tomball. The German Heritage Festival and the German Christmas Market have shown increased attendance and vendor participation each year from their inception (2000 for the Heritage Festival and 2007 for the Christmas Market). The Sister City has substantially increased their expenditures with the implementation of the additional shuttle transportation. The new system has provided a safe, stable and relatively quick transportation to the festival area and has been well received by the attendees.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

ANSWER: Vendors and out of town visitors occupy local area hotels and motels

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

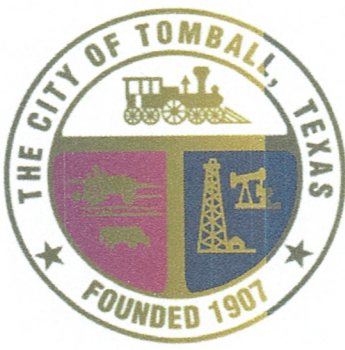
ANSWER: Publicity and advertising for the events is done through state-wide magazine advertising local radio and television ads.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

ANSWER: The City of Tomball will receive sales tax dollars from the sales generated by the vendors, additional regional and state exposure to the City from the visitors to it and local business see increased traffic in their businesses.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

ANSWER: The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of the two events. The Sister City promotes their efforts and by extension promotes the city of Tomball in some of the following. City of Tomball Events, Greater Tomball Chamber of Commerce, Lone Star College, Tomball High School, Klein Fest, Houston Fest, Texas German Society and Texas Festivals and Events Association.



**TOMBALL SISTER CITY
ORGANIZATION, INC.**
Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



August 2019

Honorable Mayor and City Council

Re: Request for Support of the 12th Annual Tomball German Christmas Market

The Tomball Sister City Organization, Inc. would like to continue the success of our Christmas Market, and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2019 TGCM, Thursday, December 12, 2019 through Sunday, December 15, 2019.

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm
Eleven (11) employees for Saturday, 8:00 am - 11:00 pm
Eleven (11) employees for Sunday, 8:00 am - 9:00 pm
Employees will need the use of gators for trash pick-up

Police Department:

Six (8) Officers for Friday, 5:00 pm - 11:00 pm
Six (8) Officers for Saturday, 9:00 am - 11:00 pm
Six (8) Officers for Sunday, 10:00 am - 6:00 pm
Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

2. Facilities & Personnel:

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

- Three (3) 40-yard roll-off, One (1) 30-yard roll-off, and Four (4) 8-yard dumpsters.
- Seventy (70) trash barrels with 500 liners
- Thirty (30) barricades, sixteen (16) traffic cones

- Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection
- Two (2) City owned Generators & Light Towers
- Fuel Top-off for Generators from City's Fuel supply

3. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following (see map). 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as approved FY 19-20 Budget & Approved by TAC Board

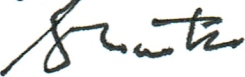
(C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,

Grady P. Martin



Tomball Sister City Organization

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Consideration to Approve **Zoning Case P19-120**: Request by Turnstone Texas Group LP, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.5 acres of land legally described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, generally located on the south side of North Humble Lake Road at SH 249 from the Agricultural District to the Light Industrial District.

- Conduct Public Hearing on **Zoning Case P19-120**
- Adopt, on First Reading, Ordinance No. 2019-27, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 9.5 Acres of Land, Legally Described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; Said Property being generally located on the South Side of North Humble Lake Road at SH 249; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters

Background:

On Monday, October 14, 2019, after conducting a Public Hearing, the Planning & Zoning Commission recommended approval of the rezoning request with a 5-0 vote.

Origination:

Turnstone Texas Group, LP

Recommendation:

Approval

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

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

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

Ordinance No. 2019-27

Notice of Public Hearing

Property Owner Notification

Staff Report

ORDINANCE NO. 2019-27

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 9.5 ACRES OF LAND, LEGALLY DESCRIBED AS TRACT 1M ABSTRACT 305C GOODRICH, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE AGRICULTURAL DISTRICT TO THE LIGHT INDUSTRIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE SOUTH SIDE OF NORTH HUMBLE LAKE ROAD AT SH 249; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Turnstone Texas Group LP has requested that approximately 9.5 acres of land, legally described as Tract 1M Abstract 305C Goodrich, generally located on the south side of North Humble Lake Road at SH 249, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN 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 4TH DAY OF NOVEMBER 2019.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 14, 2019
&
CITY COUNCIL
OCTOBER 21, 2019**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 14, 2019, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, October 21, 2019, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P19-120: Request by Turnstone Texas Group LP, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.5 acres of land legally described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, generally located on the south side of North Humble Lake Road at SH 249 from the Agricultural District to the Light Industrial District.

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

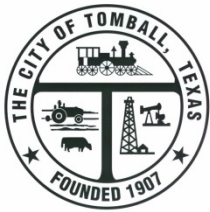
C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **10th** day of **October 2019** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley

Amelia Lindley
City Planner

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



Notice of Public Hearing

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

CASE NUMBER: P19-120

APPLICANT/OWNER: Turnstone Texas Group LP

LOCATION: Generally located on the south side of North Humble Lake Road at SH 249

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.5 acres of land legally described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District.

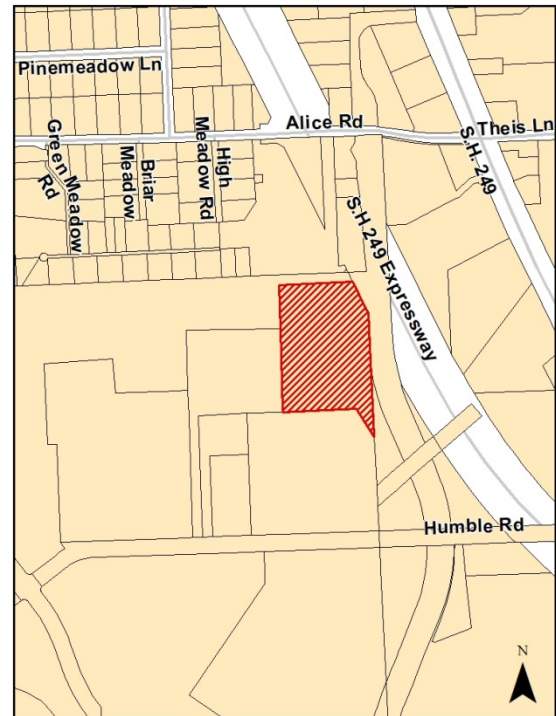
CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

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



**Planning & Zoning Commission
Public Hearing:
Monday, October 14, 2019, 6:00 PM**

**City Council Public Hearing:
*Monday, October 21, 2019, 6:00 PM**

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

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



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 14, 2019

City Council Public Hearing Date: October 21, 2019

Rezoning Case: P19-120
Property Owner(s): Merenco Reality Inc.
Applicant(s): Turnstone Texas Group, LP (Steve Adkisson)
Legal Description: Tract 1M Abstract 305C Goodrich
Location: South side of North Humble Lake Road at SH 249 (between Alice Road and Humble Road) (Exhibit "A")
Area: 9.5 acres
Comp Plan Designation: Business Park and Industrial (Exhibit "B")
Present Zoning and Use: Agricultural after annexation (Exhibit "C") / Undeveloped (Exhibit "D")
Request: Rezone from the Agricultural District to the Light Industrial District

Adjacent Zoning & Land Uses:

North: Commercial District / Private road for Harris County facility

South: Not in City limits / Industrial facility

West: Not in City limits and Commercial District / Industrial facility and Harris County facility

East: Not Zoned / SH 249

BACKGROUND

City staff had multiple meetings with the applicant and property owners regarding the development of the subject site. The property was annexed into the City limits in October and was automatically zoned Agricultural District.

ANALYSIS

The proposed rezoning is for approximately 9.5 acres of land on SH 249. Most properties in the area are outside the City limits of Tomball, with the exception of the Harris County property, which is zoned Commercial.

The existing land uses in the area include industrial facilities and the Harris County property with various County facilities. There is also a Harris County Flood Control District drainage channel to the east of the property.

The updated Comprehensive Plan Future Land Use Map designates the property as Business Park and Industrial. According to the Plan, the intent of the Business Park and Industrial category is to “create opportunities for employment” and is an area that should be “located near adequate thoroughfares which provide convenient access for vehicular traffic” (Page 72).

ZONING CONSIDERATIONS

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

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

The uses permitted in the Light Industrial District appear to be appropriate in the immediate area. The existing uses in the area along Humble Road include various industrial facilities. The purpose of the Light Industrial District is to provide an area for light manufacturing, warehousing, wholesaling and service operations, etc. in locations with accessibility to major thoroughfares or major highways.

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

City water and gas are adjacent to the property. Sanitary sewer will need to be extended to the site from Alice Road at the developer’s expense.

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

There is vacant land in the City zoned Light Industrial District. There does not appear to be any special circumstances that may make a substantial part of any vacant land unavailable for development.

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

There has been steady development in the Light Industrial District in the City; however, there has not been new development in the immediate area of the subject site, with the exception of the Harris County facility.

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

City Staff does not anticipate any adverse impacts on other areas designated for similar development.

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

Generally, the proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

G. Whether the request is consistent with the Comprehensive Plan.

The Comprehensive Plan Future Land Use Map designates the property as Business Park and Industrial. The request also meets the following Comprehensive Plan Objectives:

- LU 2.1 Implement the Future Land Use Plan to promote development that results in desired character for Tomball;
- ED 5.3 Maintain a balance in the differing economic sectors to promote sustainable economic health for the community.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on September 27, 2019. The Notice of Public Hearing was published in the paper on October 2, 2019. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P19-120 for the following reasons:

1. The request meets the goals of City's Comprehensive Plan;
2. The request is in conformance with the Future Land Use Map;
3. The request is appropriate with the surrounding land uses in the area;
4. The request is generally appropriate with the surrounding zoning districts.

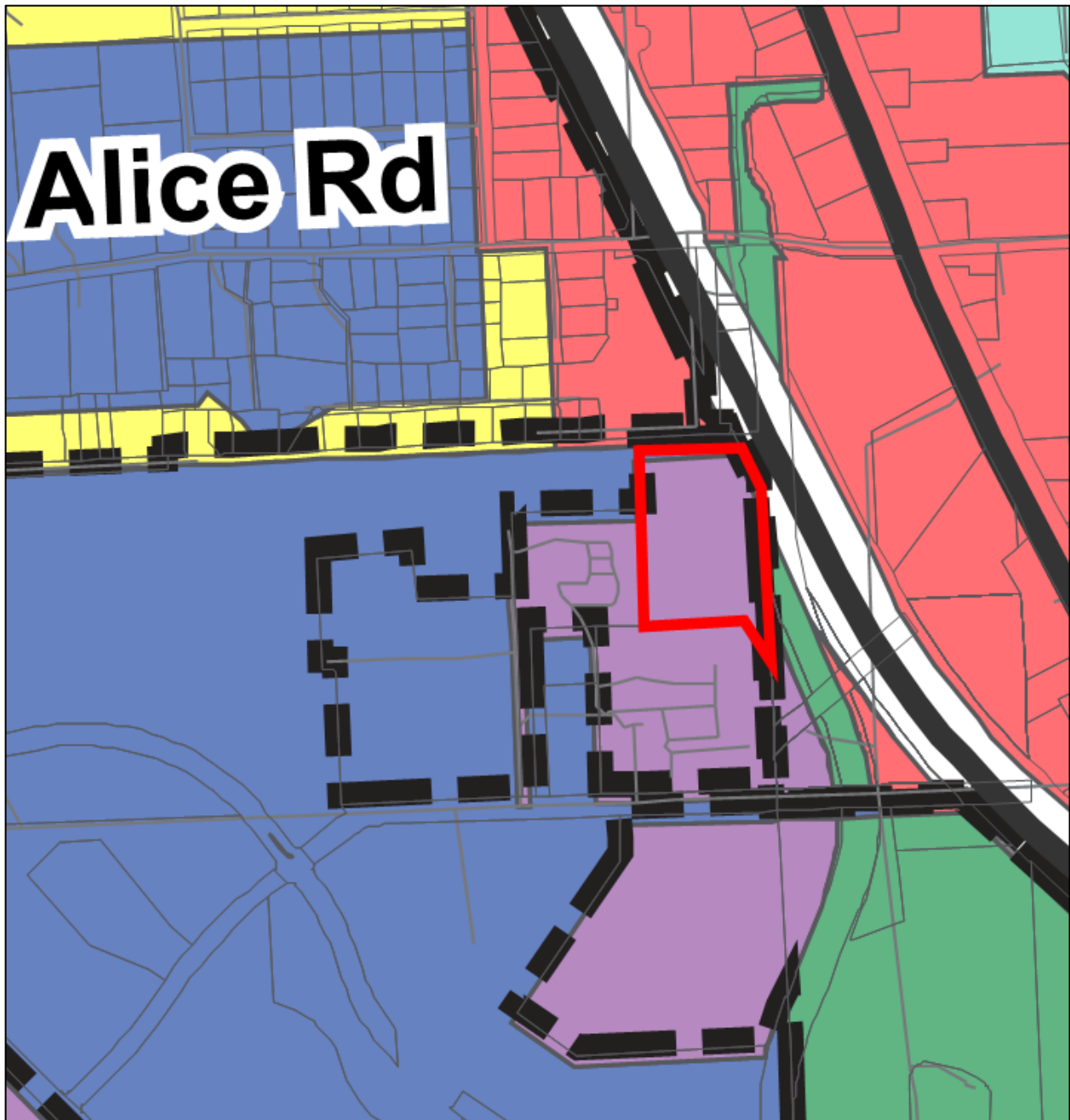
EXHIBITS

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

Exhibit "A"
Aerial Photo

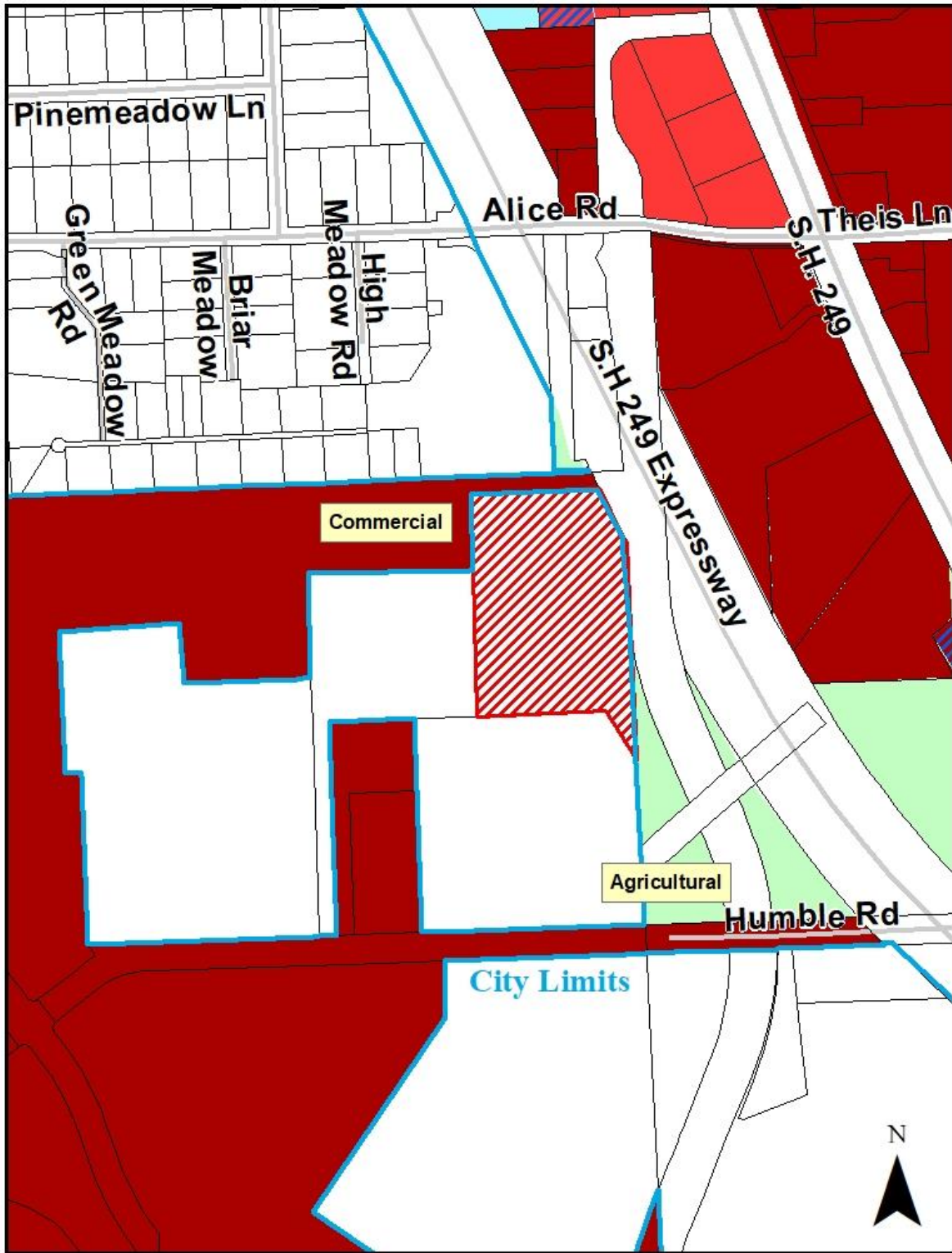


**Exhibit “B”
Comprehensive Plan**



GIS date for the updated Comprehensive Plan is not yet available.

Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**



Exhibit "E" Application

Revised 5/19/15



APPLICATION FOR REZONING

Community Development Department
Planning Division

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

Applicant

Name: Turnstone Texas Group, LP (Steve Adkisson) Title: _____
Mailing Address: 1130 Enclave Pkwy City: Houston State: TX
Zip: 77077
Phone: (832) 413-4475 Fax: () Email: steve@adkissondevelopment.com

Owner

Name: Merenco Realty Inc. (Joe Bullard) Title: President
Mailing Address: PO BOX 351 City: Midland State: TX
Zip: 79702-0351
Phone: (713) 865-0061 Fax: () Email: jobullard2019@gmail.com

Engineer/Surveyor (if applicable)

Name: SEK Engineering (Sam Khazzoum) Title: _____
Mailing Address: 701 Shepherd Dr., Suite 200A City: Houston State: TX
Zip: 77007
Phone: (281) 271-1720 Fax: () Email: sam@sekengineering.net

Description of Proposed Project: 5 tilt-wall buidlings (75,750sf) on 9.493 acres of land

Physical Location of Property: N. Humble Lake Rd @ SH 249
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: TR 1M ABST 305 Goodrich
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agricultural

Current Use of Property: raw land

Proposed Zoning District: Light Industrial

Proposed Use of Property: distribution and manufacturing

HCAD Identification Number: 042-175-000-0161 Acreage: 9.493

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

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

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

X  _____ 7/30/17
Signature of Applicant Date

X  _____ 8/30/17
Signature of Owner Date

Steve Adkisson
Turnstone Texas Group, LP
1130 Enclave Pkwy
Houston, TX 77077

August 27, 2019

Amelia Lindley
City Planner
City of Tomball, Texas
501 James St., Tomball, Texas 77375

RE: Request for Zoning Change from Agricultural to Light Industrial for 9.493 acres located at N Humble Lake Rd @ SH 249 (TR 1M ABST 305 Goodrich)

Dear City Planner,

Please allow this letter to satisfy the requirements outlined in the City of Tomball's Application for Rezoning that is the subject of this letter.

Turnstone Texas Group, LP has the tract referenced above under contract for purchase – we expect to close around October 9, 2019. Turnstone will develop the entire 9.493 acres into a small business park.

The following information is provided to justify or outline our request:

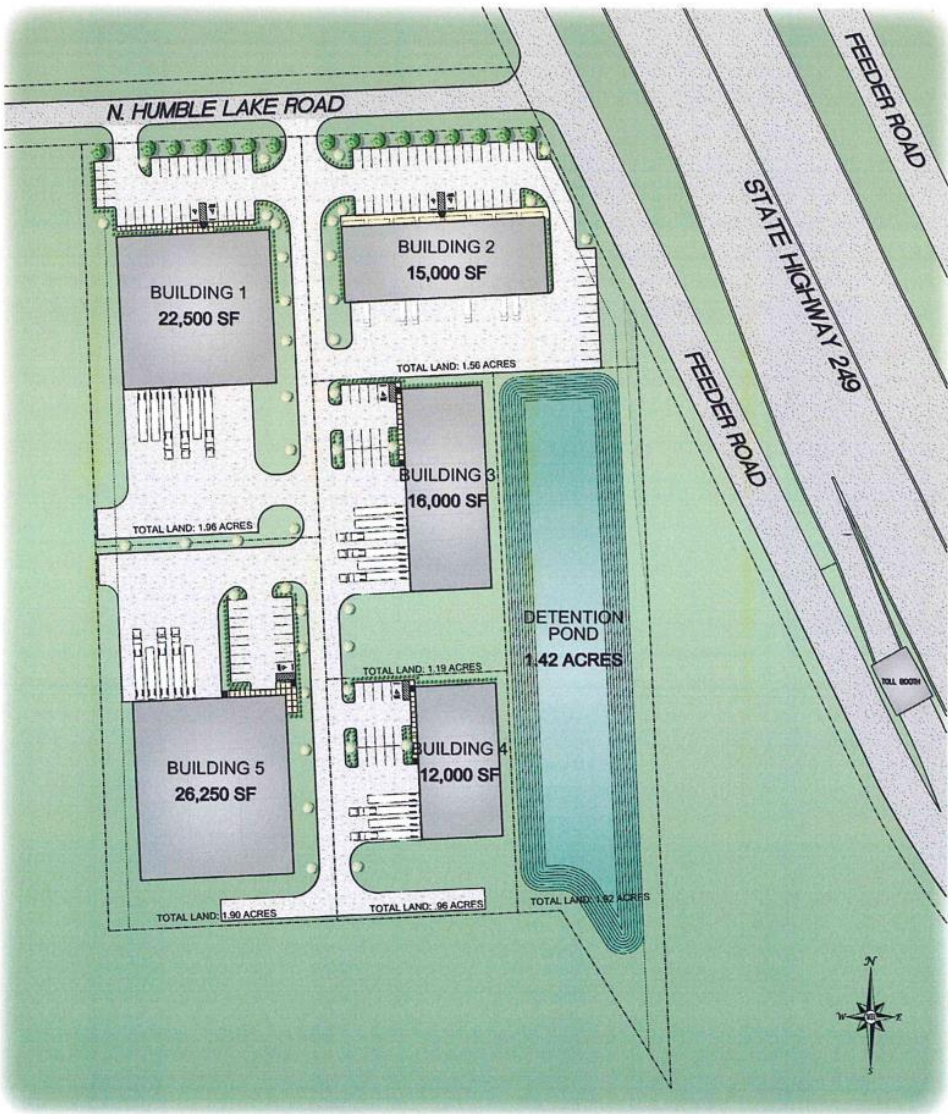
1. The development will include five (5) tilt-wall buildings, ranging from 12,000–26,250 SF
 - a. On-site detention (approx. 1.42 acres)
 - b. Water and sanitary sewer utilities to be provided by City of Tomball
 - c. Ingress/egress drive on N. Humble Lake Dr. sufficient for the development
2. Adjacent property uses are as follows: (North, South, West) Commercial, (East) Agricultural
3. The proposed usages of the buildings will be light industrial office/warehouse, and distribution
4. Turnstone has begun the condo plat for the development of this project

It is our belief that this request is both consistent and compatible with the surrounding land uses and will be an attribute to the City of Tomball as it retains jobs within the community and repurposes vacant land to a higher usage and property tax income.

Sincerely,

Steve Adkisson

Conceptual Site Plan



HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0421750000161

Tax Year: 2019

 Print

Owner and Property Information										
Owner Name & Mailing Address: MERENCO REALTY INC PO BOX 351 MIDLAND TX 79702-0351					Legal Description: TR 1M ABST 305 C GOODRICH 0 SH 249 TOMBALL TX 77377					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map 1/2
C2 -- Real, Vacant Commercial	8003 -- Land Neighborhood Section 3	E	0	411,564 SF	0	0	9911	400 -- ISD 26 - Tomball ISD	4770C	288T

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/23/2019	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
None	026	TOMBALL ISD		Not Certified	1.340000	
	040	HARRIS COUNTY		Not Certified	0.418580	
	041	HARRIS CO FLOOD CNTRL		Not Certified	0.028770	
	042	PORT OF HOUSTON AUTHY		Not Certified	0.011550	
	043	HARRIS CO HOSP DIST		Not Certified	0.171080	
	044	HARRIS CO EDUC DEPT		Not Certified	0.005190	
	045	LONE STAR COLLEGE SYS		Not Certified	0.107800	
	410	HARRIS-MONTGOMERY CTY MGMT DIST		Not Certified	1.250000	
	665	HC ESD 15		Not Certified	0.047010	
	679	HC EMERG SERV DIST 8		Not Certified	0.098250	

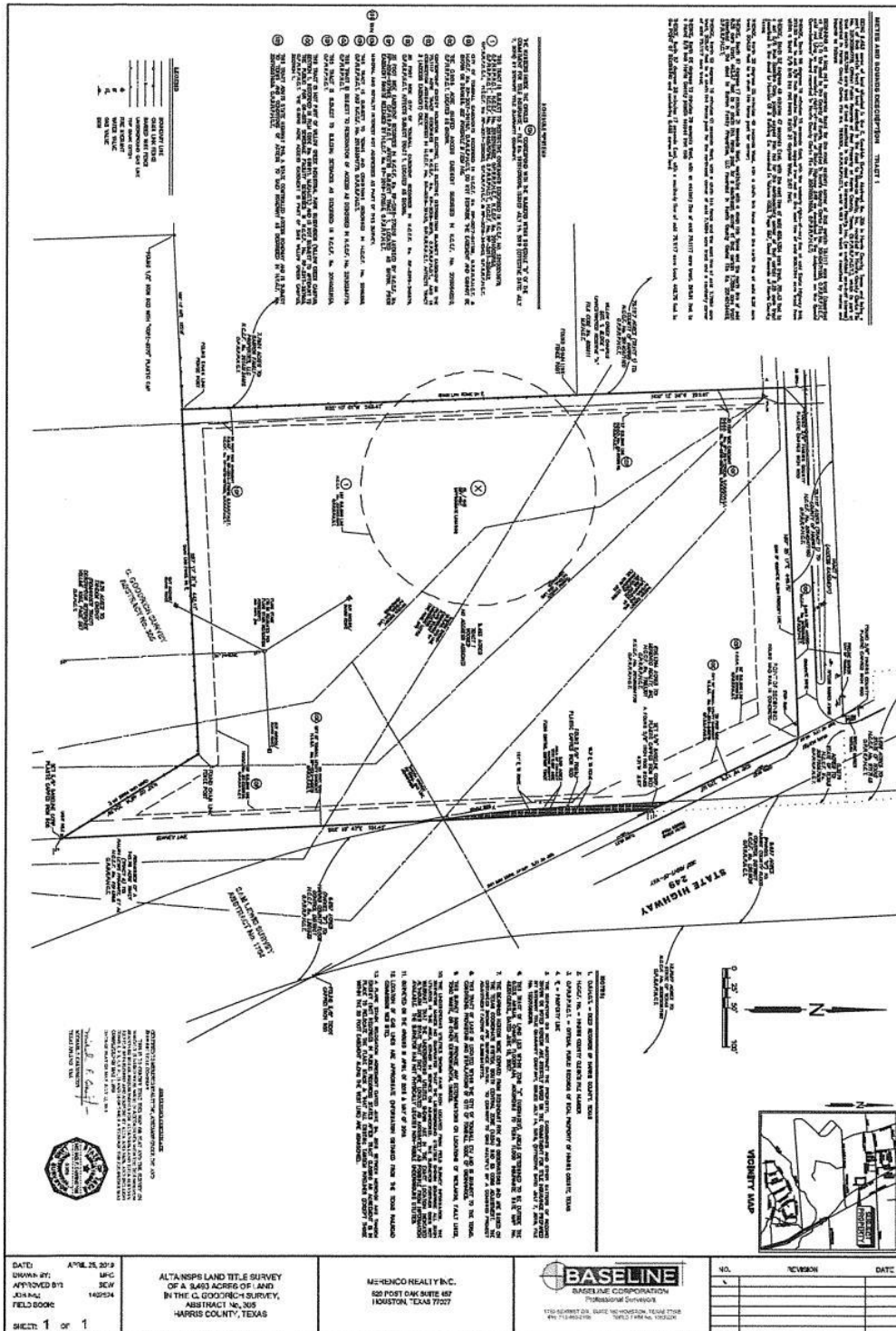
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.

Valuations

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	205,782		Land	205,782	
Improvement	0		Improvement	0	
Total	205,782	205,782	Total	205,782	205,782

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4400	SF	411,564	1.00	1.00	0.25	Restr or Non-Conf	0.25	2.00	0.50	205,782.00



METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T.;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T.;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

Page 1 of 2

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Award Contract for Project No. 2019-08, Janitorial Services, to ABM Texas General Services

Background:

In an effort to obtain cleaning services throughout the year for City facilities, staff solicited bids to secure the most favorable pricing. Currently the City has a contract with Sparkling Maintenance Service that is nearing expiration with no further options for renewal, therefore staff decided to place the services for bid in order to obtain a new contract.

Bid packets were available for pickup or could be electronically delivered by request, a total of 20 packets were given to vendors of which we received eight bids, three qualified.

The bid pricing submitted by the recommended bidder is \$84,180.70 annually for a monthly payment of \$7,015.06 for nine City buildings.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding contract for Janitorial Services to ABM Texas General Services.

Funding:

Yes

Account Number:100-157-6311

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

Beth Jones, Public Works Director

ACTION TAKEN

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

Bid Tabulation 2019-08

Bid 2019-08: Janitorial Services - City of Tomball
Bad Tabulation

Company	City Hall	Police Dept.	Public Works Admin.	Public Works Service Center	Community Center	IT/Annex	Fire Station 1	Visitors Center	South WWTP	Total Annual Contract
ABM Texas General Services	\$15,255.00	\$22,374.00	\$25,425.00	\$2,340.00	\$11,038.50	\$1,248.00	\$4,427.20	\$1,053.00	\$1,020.00	\$84,180.70
Kleen Tech	\$16,224.00	\$12,090.00	\$20,754.00	\$7,454.00	\$10,040.00	\$5,872.00	\$6,282.00	\$4,935.00	\$2,311.00	\$85,962.00
Phillips Cleaning	\$34,776.00	\$47,232.00	\$39,960.00	\$13,992.00	\$42,352.00	\$3,108.00	\$27,768.00	\$2,592.00	\$2,592.00	\$214,372.00
Ambassador	BID WITHDRAWN									
CML Commercial	BID REJECTED - No Bid Bond Submitted									
M&R Elite	BID REJECTED - All Items Not Bid									
McLemore Bldg. Maintenance	BID REJECTED - Bid Not Received by Opening									
Sparkling Maintenance	BID REJECTED - No Bid Bond Submitted									

Company	Saturday Only	Sunday Only	Saturday & Sunday
ABM Texas General Services	\$16.50	\$135.00	\$135.00
Kleen Tech	\$31.00	\$31.00	\$31.00
Phillips Cleaning	\$14.50	\$14.50	\$14.50
Ambassador	BID WITHDRAWN		
CML Commercial	BID REJECTED		
M&R Elite	BID REJECTED		
McLemore Bldg. Maintenance	BID REJECTED		
Sparkling Maintenance	BID REJECTED		

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Approve an Agreement for Professional Services with Costello, Inc. for E&P Project 2019-1001, Lizzie Lane and South Persimmon Drainage Improvements, in the Amount of \$284,198.00, and Authorize City Manager to Execute the Agreement

Background:

In accordance with the terms and conditions of the Community Development Block Grant, staff advertised a Request for Proposal for engineering services for the design of drainage improvements along Lizzie Lane and S. Persimmon.

Staff received 8 submittals from qualified engineering firms and a scoring was completed by a committee to determine the top two firms. The top firms, Halff Associates and Costello, Inc., were interviewed and based on those interviews staff entered into contract negotiations with Costello.

Staff is recommending awarding a Professional Services Agreement to Costello, Inc. for the design of the drainage improvements for a total amount of \$284,198.00.

Origination:

Public Works Department

Recommendation:

Staff recommends approval to execute an agreement with Costello, Inc. for a total amount of \$284,198.00.

Funding:

Yes

Account Number:400-154-6409

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

Beth Jones, Public Works Director

ACTION TAKEN

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

Agreement for Professional Services - Costello

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR DISTRICT RELATED SERVICES**

THIS IS AN AGREEMENT made effective as of _____, 20__, between City of Tomball (OWNER) and Costello, Inc. (ENGINEER).

OWNER intends to provide for public improvements along South Persimmon Street and Lizzie Lane located in the City of Tomball, Texas (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1
BASIC SERVICES OF ENGINEER**

1.1 GENERAL

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering and surveying services. These services may further include structural, mechanical and electrical engineering services incidental thereto. Engineer shall perform all services included under this Agreement in a diligent and timely manner, in accordance with all applicable governmental requirements, and consistent with and in compliance with the standard of skill, prudence, and care generally imposed upon, and required of, qualified professionals performing the same services in the same geographic region.

1.2. PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall provide the following as listed below or as identified in the letter proposal dated October 11, 2019:

1.2.1 Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

1.2.2 Advise Owner of any need for Owner to provide data or services which are under the direct responsibilities of the OWNER and not part of ENGINEER's Basic Services.

- 1.2.3 Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by the ENGINEER.
- 1.2.4 Attend preliminary conference with the OWNER and other interested parties regarding the project.
- 1.2.5 Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER, may be required, which are not part of Engineer's Basic Services.
- 1.2.6 If requested by OWNER, prepare preliminary schematic layouts, sketches, and opinions of probable construction costs.

1.3. FINAL DESIGN PHASE

Upon acceptance of the Preliminary Design Phase and final determination of OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from OWNER, ENGINEER shall provide the following as listed below or as identified in the letter proposal dated October 11, 2019

- 1.3.1. Establish the scope, and advise the OWNER of field surveys required to collect information which, in the opinion of the ENGINEER, is required in the design of the Project; assist the OWNER in arranging for such work to be done, for the OWNER's account.
- 1.3.2. Field surveys and topographic mapping to collect information required for design, including photogrammetry, and related office computations.
- 1.3.3. Land surveys, and establishment of boundaries and monuments, and related office computations and drafting.
- 1.3.4. Preparation of property metes and bounds descriptions.
- 1.3.5. Prepare detailed specifications and contract drawings (contract documents) for construction authorized by the OWNER.
- 1.3.6. Seek all necessary approvals from all regulatory agencies having jurisdiction over the Project. This does not include storm water quality (SWQMP), pollution prevention plans (PPP), environmental issues, Texas Department of Transportation (TxDOT) or other unusual permits.
- 1.3.7. Advise OWNER of any adjustments to the opinion of Probable Construction Costs known to the ENGINEER.

- 1.3.8. Furnish the OWNER two (2) copies of approved contract documents including notices to bidders and proposal forms. All sets of contract documents in excess of this agreed number are to be paid for separately by bidders.

1.4 CONSTRUCTION PHASE

After acceptance by OWNER of the Bidding Documents and the most recent opinion of Probable Construction Costs as determined in the Final Design Phase, and upon authorization by OWNER to proceed, ENGINEER shall provide the following as listed below or as identified in the letter proposal dated October 11, 2019:

- 1.4.1. Assist the OWNER in the advertisements of the Project for bid including preparation and distribution of notices, invitations, bid conditions, and pre-qualification forms in compliance with all applicable laws and regulations. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
- 1.4.2. Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals.
- 1.4.3. Assist the OWNER with recommendations to award formal Contract Documents for the Project and thence assembling the documents for execution.
- 1.4.4. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, ENGINEER will determine in general if the Work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

In performing these services the ENGINEER will endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor, but he cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take. OWNER understands and agrees that the Contractor is solely responsible for constructing the Project in accordance with the Contract Documents.

- 1.4.5. Consult and advise with the OWNER; issue all instructions to the Contractor requested by the OWNER; prepare and issue routine change orders with OWNER's approval, and attend meetings with the OWNER.

- 1.4.6. Review samples, catalog data, schedules, shop drawings, laboratory, and equipment and other data which the Contractor submits. This review is for the benefit of the OWNER and covers only general conformance with the information given by the Contract Documents. The Contractor is to review and stamp his approval on each submittal prior to submitting to ENGINEER, and review by the ENGINEER does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- 1.4.7. Obtain and review monthly and final estimates for payments to Contractors, and furnish to the OWNER in writing any recommended payments to Contractors and suppliers, furnish to the OWNER any necessary certifications as to payment to contractors, subcontractors, and suppliers and assemble such written guarantees and maintenance bonds which the construction contract documents require. If necessary, recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 1.4.8. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, test, and approvals as required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 1.4.9. Conduct, in company with the OWNER, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect OWNER's final payment to the Contractors. If after considering any objections of OWNER, ENGINEER considers the work to be complete, ENGINEER shall deliver a Project "Certificate of Completion" Certificate to both Owner and Contractor.

SECTION 2

ADDITIONAL SERVICES OF ENGINEER

2.1 ADDITIONAL SERVICES

If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in this section. These services are not included as part of Basic Services; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1. Studies, tests, and process determination to establish basis of design for water and waste water treatment facilities.

- 2.1.2. Services of a resident Project Representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.3. Small design assignments (estimated construction cost less than \$ 200,000).
- 2.1.4. Appearances before regulatory agencies for any purpose other than routine approval of construction drawings.
- 2.1.5. Assistance to the OWNER as a witness in any litigation with third parties, arising from the development or construction of the Project, including preparation of engineering data and reports.
- 2.1.6. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certification of force account construction performed by the OWNER.
- 2.1.7. Travel and subsistence required of the ENGINEER and authorized by the OWNER to points other than Project site, OWNER's office, and local regulatory agencies.
- 2.1.8. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
- 2.1.9. Preparation of environmental statements and assistance to the OWNER in preparing for, and attending public hearings.
- 2.1.10. Plotting, computing, and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.
- 2.1.11. Services after issuance of Certificate of Completion.
- 2.1.12. Control and construction staking.
- 2.1.13. Preparation of project drainage report. Drainage computations and summaries will be included on construction plans.
- 2.1.14. Assist the OWNER in preparing a storm water quality (SWQMP) report (if required).
- 2.1.15. Apply for and on behalf of OWNER for unusual construction permits from TxDOT or other public agencies.
- 2.1.16. Any other special or miscellaneous assignments specifically agreed to be performed, in writing, between ENGINEER and OWNER.

SECTION 3 OWNER'S RESPONSIBILITIES

OWNER shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. Engineer may use such requirements, programs, reports, data, and information in performing or furnishing services under this Agreement. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 3.1. Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. 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 expendability, and any budgetary limitations. Furnish copies of OWNER'S standard forms, conditions, and related documents regarding contractual obligations for Engineer to include in the Bidding Documents, when applicable.
- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:
 - 3.4.1. data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 3.4.2. appropriate professional interpretations of all of the foregoing;
 - 3.4.3. environmental assessments, audits, investigations, and impact statements, including but not limited to determining wetland delineations, investigating the presence of endangered or protected species, and investigating for potential historical sites or archeological remains;
 - 3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;
 - 3.4.5. property descriptions;
 - 3.4.6. zoning, deed and other land use restriction; and
 - 3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

- 3.5. Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.
- 3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.8. 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 ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the 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.
- 3.9. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.10. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- 3.11. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.12. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

- 3.13. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of materials and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- 3.14. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.15. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth on specific dates by which services are to be completed and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
- 4.2. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Construction Costs.
- 4.3. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Costs, indicating any specific modifications or changes in the general scope extent or character of the Project desired by OWNER, and upon authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, and shall deliver Contract Documents and a revised opinion of probable Construction Costs.
- 4.4. ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.5. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of

probable Construction Costs and upon authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Construction Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon issuance of ENGINEER's Certificate of Final Completion.

- 4.6. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably to give ENGINEER time to complete all tasks.
- 4.7. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.
- 4.8. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be a duly executed written instrument that modifies the provisions of this section.

SECTION 5

PAYMENTS TO ENGINEER

- 5.1 METHODS OF PAYMENTS FOR SERVICES AND EXPENSES OF ENGINEER
 - 5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 either a percent of construction, a lump sum amount, or salary cost times multiple plus materials as established by a specific task order. The Basic Services fee shall be a percent of construction as determined by the fee schedule on Exhibit "A" attached.

The compensation for each phase of Basic Services shall be allocated in accordance with the General Land Office Milestone Not to Exceed draw percentages.
 - 5.1.2. Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

- 5.1.2.1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of ENGINEER's Salary Costs times a factor of 2.5.
- 5.1.2.2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to Section 2, the amount billed to ENGINEER therefor times a factor of 1.10.
- 5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs times a factor of 1.10 (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.4. The Terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.
- 5.2. TIMES OF PAYMENTS
- 5.2.1. ENGINEER shall submit monthly statements for Basic Services (based upon the ENGINEER's estimate of percentage complete of the phase in progress and based upon the ENGINEER's then current estimate of the Project construction cost) and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.
- 5.3. OTHER PROVISIONS CONCERNING PAYMENTS
- 5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.
- 5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of percentage of work complete as determined by the ENGINEER. In the event of such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus customary expenses incurred in compiling data to be forwarded to the OWNER and fees for services incurred after the Notice of Termination to

complete ENGINEER's work and to facilitate the transfer of engineering services to OWNER or another engineer working on behalf of OWNER.

- 5.3.3. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.4 DEFINITIONS

- 5.4.1 The Salary Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. For the purposes of this Agreement, the employees of ENGINEER and their current hourly Billing Rates are listed in Exhibit A.

The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

The amount of customary and statutory benefits of all personnel of ENGINEER will be considered equal to 35% of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

- 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishing and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

SECTION 6 CONSTRUCTION COST AND OPINIONS OF COST

6.1. CONSTRUCTION COST

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable.

6.2. OPINIONS OF COST

- 6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Construction Phase OWNER wishes greater assurance as to Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.8.

SECTION 7 GENERAL CONSIDERATION

7.1. TERMINATION

This Agreement may be terminated by the OWNER or ENGINEER upon thirty days written notice.

7.2. REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein until such time as the Project is completed. For these purposes, Project completion shall include final payment of all fees due the ENGINEER on the Project. Upon completion of the Project, the documents prepared as part of the Project work shall become the property of the OWNER. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project

by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SHOULD OWNER USE THE DOCUMENTS IN SUCH A MANNER, OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ENGINEER, AND THEIR EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, OFFICERS, DIRECTORS CONSULTANTS OR INSURERS, FOR ALL COSTS, CLAIMS, DAMAGES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF THE USE OR REUSE OF THE DOCUMENTS, IN WHOLE OR IN PART. THIS AGREEMENT TO INDEMNIFY SHALL EXTEND TO AND INCLUDE CLAIMS ARISING OUT OF THE NEGLIGENCE OF ENGINEER, WHETHER SUCH NEGLIGENCE IS THE SOLE CAUSE OF DAMAGES OR IS CONCURRENT WITH THAT OF ANY OTHER PARTY OR ENTITY.

7.3. INSURANCE

7.3.1. As of the commencement of work, ENGINEER has in force and effect, and during the work will endeavor to maintain in force and effect, at all times a policy of insurance under the workers= compensation laws of the State of Texas, together with a comprehensive general liability and auto liability policy. Minimum limits for the aforementioned policies are listed below:

1. General Liability
\$1,000,000 general aggregate, \$1,000,000 each occurrence
\$1,000,000 products completed operations aggregate
\$1,000,000 personal & advertising injury limit
Name OWNER as additional insured
Policy is primary and non-contributory
2. Professional Liability
\$1,000,000 general aggregate, \$1,000,000 each occurrence
3. Workers= Compensation & Employer=s Liability
Current statutory limits
Issue a waiver of subrogation in favor of OWNER
4. Automobile Liability
Coverage for vehicles owned and/or leased by ENGINEER for use on the Property
\$1,000,000 general aggregate

5. Thirty Day Notice

The policy must include language which states that, AIt is understood and agreed that the coverage provided by the policy will not be changed or amended in any way which reduces the coverage nor canceled or allowed to lapse until thirty (30) days after written notice of such cancellation, or lapse, shall have been given to OWNER.

7.4 CONTROLLING LAW

This Agreement is to be governed by the law of the State of Texas.

7.5 SUCCESSORS AND ASSIGNS.

7.5.1. OWNER and ENGINEER each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

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

7.6. MEDIATION

OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediation service that is located in the Houston Metropolitan Area and that is acceptable to both parties. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or

(b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

7.7. INDEMNIFICATION

7.7.1 To the greatest extent permitted by law, OWNER does hereby agree to INDEMNIFY AND HOLD HARMLESS ENGINEER, AND ENGINEER'S OFFICERS, SERVANTS, EMPLOYEES, AGENTS, SHAREHOLDERS, REPRESENTATIVES, CONSULTANTS AND SUBCONSULTANTS, OF ANY TIER, FROM AND AGAINST ANY AND ALL LIABILITY FOR CLAIMS, LOSSES, DAMAGES OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, AS A RESULT OF ANY LOSSES, CLAIMS OR DAMAGES CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF OWNER OR OWNER'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, REPRESENTATIVES, SHAREHOLDERS, OR SUCCESSORS IN INTEREST. THE OBLIGATION TO INDEMNIFY AND HOLD HARMLESS IS LIMITED TO THE PROPORTIONATE PERCENTAGE OF CAUSATION ATTRIBUTED TO OWNER AND THOSE PARTIES IDENTIFIED THEREIN INCLUDING WHETHER OR NOT THE NEGLIGENCE OF OWNER AND OWNER'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, REPRESENTATIVES, SHAREHOLDERS, OR SUCCESSORS IN INTEREST IS CONCURRENT WITH THAT OF ENGINEER OR ANY OTHER PARTY OR ENTITY. THE OBLIGATION TO INDEMNIFY INCLUDES DAMAGES, LOSSES, CLAIMS AND EXPENSES AS A RESULT OF THE NEGLIGENCE OF ANY SUBCONTRACTOR OF ANY TIER OF OWNER.

7.7.2 To the greatest extent permitted by law, ENGINEER does hereby agree to INDEMNIFY AND HOLD HARMLESS OWNER, AND OWNER'S OFFICERS, SERVANTS, EMPLOYEES, AGENTS, SHAREHOLDERS, REPRESENTATIVES, CONSULTANTS AND SUBCONSULTANTS, OF ANY TIER, FROM AND AGAINST ANY AND ALL LIABILITY FOR CLAIMS, LOSSES, DAMAGES OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, AS A RESULT OF ANY LOSSES, CLAIMS OR DAMAGES CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER OR ENGINEER'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, REPRESENTATIVES, SHAREHOLDERS, OR SUCCESSORS IN INTEREST. THE OBLIGATION TO INDEMNIFY AND HOLD HARMLESS IS LIMITED TO THE PROPORTIONATE PERCENTAGE OF CAUSATION ATTRIBUTED TO ENGINEER AND THOSE PARTIES IDENTIFIED THEREIN INCLUDING WHETHER OR NOT THE NEGLIGENCE OF ENGINEER AND ENGINEER'S AGENTS, SERVANTS, EMPLOYEES, CONSULTANTS, SUBCONSULTANTS OF ANY TIER, REPRESENTATIVES, SHAREHOLDERS, OR SUCCESSORS IN INTEREST IS CONCURRENT WITH THAT OF OWNER OR ANY OTHER PARTY OR ENTITY. THE OBLIGATION TO INDEMNIFY INCLUDES DAMAGES, LOSSES, CLAIMS AND EXPENSES AS A RESULT OF THE NEGLIGENCE OF ANY SUBCONTRACTOR OF ANY TIER OF ENGINEER.

SECTION 8
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1. The following Exhibit is attached to and made a part of this Agreement:
 - 8.1.1. Exhibit A, " Letter Proposal Dated October 11, 2019"
- 8.2. This Agreement and all Task Orders subsequently executed by OWNER and ENGINEER (consisting of pages 1 to 20, inclusive) together with the Exhibits constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:
COSTELLO, INC.



Richard Gallegos, P.E., CFM
Vice-President

Address for Giving Notice:

2107 CityWest Blvd.
3rd Floor
Houston, Texas 77042

OWNER:

Name: _____

Title: _____

Address for Giving Notice:

EXHIBIT "A"

Letter Proposal Dated October 11, 2019



October 11, 2019

Ms. Beth Jones, P.E.
Director of Public Works
City of Tomball
501 James Street
Tomball, Texas 77375

**RE: South Persimmon Street and Lizzie Lane Stormwater Drainage Improvements
City of Tomball RFQ 2019-06 – Professional Engineering Services**

Dear Ms. Jones:

We appreciate working with you on the South Persimmon Street and Lizzie Lane Stormwater Drainage Improvements for the City. Below is a fee proposal to provide Professional Engineering Services for this project.

Background Information

The City of Tomball has applied for and received, a Texas General Land Office (GLO) Community Development Block Grant (GLO Contract No. 19-076-029-B386) in May 2019. The grant application generally describes drainage improvement totaling 4,000 linear feet for Lizzie Lane and South Persimmon Street to provide improved roadside ditch conveyance and a storm sewer. Imminent construction of a storm sewer for Medical Complex Drive (done by others) at the south end of the project will provide an outfall point for the South Persimmon Street system.

Engineering, surveying, environmental, public outreach, geotechnical, and construction phase services will be provided for the project. We understand that land acquisition costs for the project may be substantially reduced, which will allow for funds to be used for construction. This proposal assumes that the proposed storm sewer will be extended beyond the original limits identified within the grant application within the same overall budget allocated for the project under the State of Texas General Land Office Contract No. 19-076-029-B386.

The following scope of work is proposed for the initial phase of the project:

Scope of Work

Survey – Professional land surveying services will be provided by Costello, Inc. and will including the following.

- Costello will research deeds for parcels adjacent to South Persimmon and a portion of Lizzie Lane to identify property ownership and verify right-of-way (ROW) data
- Perform abstracting as necessary
- Tie coordinate geometry to monument system desired by the City
- Full ROW survey of South Persimmon Street and a portion of Lizzie Lane will be completed for use in the design of stormwater facility improvements including cross sections at 100' intervals
- Field survey data will be reduced, and a base map created for use in construction documents

Environmental and Community Engagement Services – Work will be performed by Hollaway Environmental + Communication Services, Inc. with the scope of work outlined within the attached Environmental Services Proposal, dated September 10, 2019. A summary of work provided is as follows.

- Compliance with the National Environmental Policy Act (NEPA) documentation in accordance with 24 CFR Part 58 and Part 55 of the Floodplain Management Checklist

- Jurisdictional delineation and verification of Water of the US (WOUS) including field work, delineation report, and US Army Corps of Engineers field verification
- Threatened and endangered species habitat assessment
- Desktop analysis and literature review of cultural resources
- Phase 1 Environmental Site Assessment
- NEPA Compliant Guidance and Checklists
- Community Engagement
 - Community Meeting Notice
 - Community Meeting Logistics and Implementation
 - Public Comment and Community Meeting Documentation
 - Community Engagement Completion Activities

Geotechnical Investigation – Geotest Engineering, Inc. will provide geotechnical investigation services and develop geotechnical recommendations for slope stability, bedding, backfill, trench stability, and groundwater control. A scope of work has been provided by Geotest Engineering, Inc. in the attached proposed dated September 13, 2019. Additionally, budget has been estimated and allocated to provide material testing during the construction phase of the project. A summary of work to be provided is as follows.

- Drilling and sampling of eight (8) soil borings ranging in depth from 15' – 25'
- Perform appropriate laboratory test to determine the engineering properties of project soils
- Provide geotechnical recommendations
- Document findings and recommendations within a geotechnical investigation report
- Provide material testing during construction phase

Subsurface Utility Engineering – Work will be completed by RODS SUE to provide subsurface utility locations. Work will be done to Quality Level A or B, as needed, to provide non-destructive utility locations as identified in the attached proposal dated September 9, 2019. The need and locations of SUE work will be identified at the early stages of the design and will be coordinated with RODS SUE. CADD files and signed and sealed test hole data sheets will be provided to Costello, Inc. for use in design.

Final Design and Construction Phase Services – Work will be performed by Costello, Inc. to design stormwater drainage improvements. The proposed storm sewer to be completed by others for the extension of Medical Complex Drive will be extended to the north within the South Persimmon Street ROW. Roadside ditches and driveway culverts will also be improved to maximize stormwater conveyance within the area. A summary of work is as follows.

- Provide 80% and 100% plan sets, project manual, and specifications to the City for review and approval
- Address and incorporate comments received during reviews
- Complete and document Quality Assurance/Quality Control reviews of the design plans
- Prepare an engineer's estimate of probable construction costs to help determine the extents that a storm sewer system can be provided within the allocated budget
- Attend coordination meetings (six have been estimated for the design phase of this project)
- Prepare and maintain a project schedule
- Provide bidding phase assistance
 - Attend a pre-bid conference with contractors
 - Provide addenda and clarification as required
 - Review bid tabs and recommend award of the construction contract
- Provide Construction Phase Services
 - Attend construction meetings and conduct site visits (ten have been estimated)

- Respond to contractor Request for Information
- Develop a contractor punch list at the end of construction to identify any outstanding items
- Prepare and submit to the City as-built record drawings based upon the contractor's note and plan mark ups

Schedule

We are ready to begin work immediately upon authorization by the City of Tomball. A detailed schedule will be developed with City staff to meet the State of Texas General Land Office grant deadline of April 22, 2021.

Basis of Compensation and Fee

Due to the unknown extent of storm sewer improvements to be provided, work will be completed on a "Time and Materials Not to Exceed" basis with a maximum budget of **\$289,648. 00**. An estimate of the level of effort required, and sub-consultant proposals, have been included as attachments to this proposal.

• Survey	\$ 34,950.00
• Environmental and Community Engagement	\$ 55,075.00
• Geotechnical	\$ 36,700.00
• Subsurface Utility Engineering	\$ 16,678.00
• Final Design and Construction Phase Services	\$ 138,795.00
• Reimbursable Expenses	<u>\$ 2,000.00</u>
Grand Total	\$ 284,198.00

Work will be invoiced based upon the General Land Office Milestone Not To Exceed draw percentages. The current attached Costello Rate Schedule and Standard Terms and Conditions will be utilized. Expenses will be billed at cost plus 10% as shown on the attached Rate Schedule.

We appreciate the chance to work with you on this project. Please do not hesitate to contact me at 713-783-7788 with any questions or if you need any additional information.

Sincerely,
COSTELLO, INC.



Rich Gallegos, P.E., CFM
Vice President

RATE SCHEDULE
January 2017

Below are hourly rates for various job classifications. The billing rates are based upon a multiplier times salary cost. Salary Cost is defined as direct salary plus 40% for customary and statutory benefits such as social security contributions, unemployment, payroll taxes, worker's compensation, sick leave, vacation and holiday pay. A multiplier of 2.50 is used to obtain billing rates, except for field survey crews which are fixed rates per hour.

CLASSIFICATION	BILLING RATE		
Principal	\$250.00	-	\$300.00
Senior Project Manager	210.00	-	260.00
Project Manager	150.00	-	230.00
Assistant Project Manager	140.00	-	190.00
Senior Project Engineer	130.00	-	180.00
Project Engineer	90.00	-	160.00
Senior Hydrologist/Hydraulic Engineer	140.00	-	230.00
Hydrologist/Hydraulic Engineer	90.00	-	170.00
Senior Transportation Planner	210.00	-	260.00
Senior Transportation Engineer	160.00	-	230.00
Transportation Engineer	90.00	-	175.00
Senior Structural Engineer	160.00	-	230.00
Structural Engineer	90.00	-	180.00
Utility Coordinator	160.00	-	200.00
GIS Manager	160.00	-	220.00
GIS Technician	90.00	-	140.00
Land Planning Manager	210.00	-	260.00
Sr. Land Planner	150.00	-	200.00
Land Planner	120.00	-	150.00
IT Manager	130.00	-	180.00
IT Technician	90.00	-	150.00
Senior Designer	115.00	-	180.00
Designer	90.00	-	160.00
Sr. Computer Technician	80.00	-	150.00
Computer Technician	50.00	-	120.00
Construction Manager	120.00	-	160.00
Sr. Project Representative	110.00	-	150.00
Project Representative	75.00	-	140.00
Contract Administrator	110.00	-	200.00
Clerical	35.00	-	100.00
Survey Manager	210.00	-	250.00
Registered Surveyor	130.00	-	210.00
Plat Manager	150.00	-	190.00
Senior Survey Technician	90.00	-	160.00
Survey Technician	50.00	-	120.00
2-Man GPS/Robotic Survey Crew	170.00	-	180.00
3-Man GPS/Robotic Survey Crew	200.00	-	210.00

Mileage and expenses incurred will be billed at the following rates:

Normal Mileage	U.S. Government Standard mileage rate plus 10%
Survey Mileage	\$ 0.75 per Mile
Expenses	Cost plus 10%

Costello, Inc. Standard Terms and Conditions

1. PARTIES AND SCOPE OF WORK:

- a. Costello, Inc. (Costello) is said company performing the work.
- b. "Work" means the specific surveying, engineering design, construction phase services, or other service(s) performed by Costello for client as set forth in Costello's proposal, attached hereto or at client's direction.
- c. "This agreement" consists of Costello's proposal or work order, Costello's Schedule of Fees, client's written acceptance thereof if accepted by Costello, and these Standard Terms and Conditions.
- d. "Client" refers to the person or business entity ordering the work to be done by Costello. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for ordering and directing said work and in such case the term "client" also includes the principal for whom the work is being performed.

Prices quoted and charged by Costello for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that Costello is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client shall communicate these Standard Terms and Conditions to each third party to whom client transmits any part of Costello's work product(s). Costello shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from Costello shall constitute acceptance of the terms of this agreement.

2. OWNERSHIP OF DOCUMENTS: All documents including Drawings and Specifications prepared or furnished by Costello's independent professional associates and consultants are instruments of service and Costello shall retain an ownership and property interest therein. Any reuse without written verification or adaptation by Costello for the specific purpose intended will be at Client's sole risk.

3. OPINIONS OF COST: As Costello has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Costello.

4. WARRANTY: Costello's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services Costello will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN COSTELLO'S REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

IF COSTELLO OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON COSTELLO'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF COSTELLO, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF 100% OF THE FEE PAID TO COSTELLO FOR ITS WORK PERFORMED.

CLIENT HEREBY RELEASES COSTELLO FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF COSTELLO'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

 Costello; _____ CLIENT

5. **MUTUAL INDEMNITY:** Subject to the foregoing limitations, Costello agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs recoverable under applicable law and equity arising out of Costello's negligence to the extent of Costello's sole negligence. Client shall provide the same protection to the extent of client's negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against Costello, the party initiating such action shall pay to Costello the costs and expenses incurred by Costello to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Costello shall prevail in such suit. Here, the term "prevail" includes any comparative negligence found against any third party.

6. **LIMITATION OF LIABILITY:** THE LIMIT OF LIABILITY OF COSTELLO TO THE CLIENT FOR ANY CAUSE OR COMBINATION OF CAUSES SHALL BE, IN THE TOTAL AMOUNT, LIMITED TO 100% OF THE FEES PAID UNDER THIS CONTRACT.

7. **PAYMENT:** Client shall be invoiced in accordance with the General Land Office Milestone Not To Exceed draw percentages. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within sixty (60) days of receipt of the invoice at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay Costello the cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Costello shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein Costello waives any rights to any provision conditioning Costello right to receive payment for its work upon payment to client by any third party. Failure to make payment within 30 days of invoice shall constitute a release of Costello from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

8. **TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, Costello shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the Costello Rate Schedule.

9. **WITNESS FEES:** Costello employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Costello at a rate two times Costello's then current fee schedule for any Costello employee subpoenaed by any party as an occurrence witness as a result of Costello work.

10. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

11. **TITLES:** The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as limiting the meaning of the provisions contained herein.

12. **CONTROLLING LAW:** This agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws.

13. **MEDIATION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Costello agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and Costello further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

 Costello; _____ CLIENT

City of Tomball
South Persimmon Street Stormwater Drainage Improvements

Task Description	Sheet Count	Sr. Proj. Mgr.	Project Manager		H&H Engineer		Project Engineer		Sr. Designer		Designer		RPLS		Survey Crew		Clerical		Sub Consultant		Hours per Task	Subtotal	
		\$225		\$165		\$160		\$150		\$130		\$110		\$180		\$210		\$65					
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		Hours	Fee	
Survey (Costello, Inc.)		2	\$450		\$0		\$0		\$0	16	\$2,080		\$0	24	\$4,320		\$0		\$0		42	\$6,850	
Research of Deeds		2	\$450		\$0		\$0		\$0	16	\$2,080		\$0	4	\$720		\$0		\$0		22	\$3,250	
Establish ROW			\$0		\$0		\$0		\$0		\$0		\$0	16	\$2,880	80	\$16,800		\$0		96	\$19,680	
Full ROW Topo of S. Persimmon and 200' of Lizzie Lane		2	\$450		\$0		\$0		\$0	24	\$3,120	8	\$880	4	\$720		\$0		\$0		38	\$5,170	
Reduce Survey Data and Create Basemap		6	\$1,350	0	\$0	0	\$0	0	\$0	56	\$7,280	8	\$880	48	\$8,640	80	\$16,800	0	\$0		198	\$34,950	
Environmental and Community Engagement Services (Per Hollaway proposal dated 9/10/19)																							
Jurisdictional Delineation and Verification of WOUS Including Wetlands																							
Delineation and Reporting			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$9,850	0	\$7,750	
Field Verification w/ USACE			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$1,400	0	\$1,400	
Listed T&E Species and Habitat Assessment			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$3,575	0	\$3,275	
Desktop Analysis and Literature Review of Cultural Resources			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$1,200	0	\$1,200	
Phase I ESA			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$5,500	0	\$5,000	
NEPA Compliant Documentation			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$11,500	0	\$8,950	
Community Engagement																							
Community Meeting Notice			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$7,000	0	\$7,000	
Community Meeting Logistics and Implementation			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$15,000	0	\$15,000	
Public Comment and Community Meeting Documentation			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$3,500	0	\$3,500	
Community Engagement Completion Activities			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$2,000	0	\$2,000	
TASK SUBTOTAL		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		0	\$55,075	
Geotechnical Investigation (Per Geotest Engineering proposal dated 9/13/19)																							
Geotechnical Engineering Services			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$5,000	0	\$5,000	
Geotechnical Field Services			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$6,757	0	\$6,757	
Laboratory Tests			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$4,943	0	\$4,943	
Construction Phase Testing (Budgetary - Not part of proposal)			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$20,000	0	\$20,000	
TASK SUBTOTAL		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		396	\$36,700	
Subsurface Utility Engineering (Per RODS proposal dated 9/9/19)																							
SUE Quality Level A & B Utility Investigations			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$16,678	0	\$16,678	
TASK SUBTOTAL		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		396	\$16,678	
Final Design and Construction Phase Services																							
80% Submittal			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		0	\$0	
Cover Sheet	1	1	\$225		\$0		\$0		\$0	4	\$520		\$0		\$0		\$0		\$0		5	\$745	
Index of Drawings/General Notes Sheet	1	2	\$450		\$0		\$0	4	\$600	2	\$260	4	\$440		\$0		\$0		\$0		12	\$1,750	
Existing Topographic Survey Sheet	2	1	\$225		\$0		\$0		\$0	8	\$1,040		\$0	2	\$360		\$0		\$0		11	\$1,625	
Project Layout Sheet	1		\$0		\$0		\$0		\$0	4	\$520		\$0		\$0		\$0		\$0		4	\$520	
ROW Sheets	2	2	\$450		\$0		\$0	4	\$600	8	\$1,040	4	\$440	2	\$360		\$0		\$0		20	\$2,890	
Drainage Area Map Sheet	1	1	\$225		\$0		\$0	4	\$600	2	\$260		\$0		\$0		\$0		\$0		7	\$1,085	
Survey Control Sheet	1	2	\$450		\$0		\$0	2	\$300	12	\$1,560	4	\$440	4	\$720		\$0		\$0		24	\$3,470	
Quantity Estimate Sheet	1	2	\$450		\$0		\$0	8	\$1,200	4	\$520		\$0		\$0		\$0		\$0		14	\$2,170	
Soil Boring Location Map	1		\$0		\$0		\$0	2	\$300	4	\$520	2	\$220		\$0		\$0		\$0		8	\$1,040	
Soil Boring Log Sheets	4		\$0		\$0		\$0	2	\$300	4	\$520	4	\$440		\$0		\$0		\$0		10	\$1,260	
Plan and Profile Sheets	4	16	\$0		\$0		\$0	24	\$3,600	80	\$10,400	40	\$4,400		\$0		\$0		\$0		160	\$18,400	
Detail Sheets	2	4	\$900		\$0		\$0	8	\$1,200	16	\$2,080	8	\$880		\$0		\$0		\$0		36	\$5,060	
Traffic Control Plan	2	2	\$450		\$0		\$0	4	\$600	8	\$1,040	16	\$1,760		\$0		\$0		\$0		30	\$3,850	
Demolition Plan	2	2	\$450		\$0		\$0	4	\$600	8	\$1,040	8	\$880		\$0		\$0		\$0		22	\$2,970	
Cross Sections and Point Tables	10	8	\$1,800		\$0		\$0	16	\$2,400	40	\$5,200	40	\$4,400		\$0		\$0		\$0		104	\$13,800	
SWPPP	4	4	\$900		\$0		\$0	4	\$600	20	\$2,600	8	\$880		\$0		\$0		\$0		36	\$4,980	
QA/QC with Documentation		8	\$1,800		\$0		\$0	8	\$1,200	16	\$2,080		\$0		\$0		\$0		\$0		32	\$5,080	
Engineer's Estimate of Probable Construction Costs		2	\$450		\$0		\$0	8	\$1,200	8	\$1,040		\$0		\$0		\$0		\$0		18	\$2,690	
Prepare Project Manual		8	\$1,800		\$0		\$0	24	\$3,600	4	\$520		\$0		\$0		\$0		\$0		36	\$5,920	
Final Plan Submittal																							
Incorporate City Comments		8	\$1,800		\$0		\$0	24	\$3,600	60	\$7,800		\$0		\$0		\$0		\$0		92	\$13,200	
QA/QC with Documentation		2	\$450		\$0		\$0	4	\$600	8	\$1,040		\$0		\$0		\$0		\$0		14	\$2,090	
Finalize/Produce Plan Set		2	\$450		\$0		\$0	4	\$600	8	\$1,040		\$0		\$0		\$0		\$0		14	\$2,090	
Finalize Project Manual		8	\$1,800		\$0		\$0	8	\$1,200	4	\$520		\$0		\$0		\$0		\$0		20	\$3,520	
Project Management																							
Coordination Meetings (6 each)		12	\$2,700		\$0		\$0	18	\$2,700	6	\$780		\$0		\$0		\$0		\$0		36	\$6,180	
Prepare and Maintain Project Schedule		8	\$1,800		\$0		\$0	4	\$600		\$0		\$0		\$0		\$0		\$0		12	\$2,400	
Bidding Phase																							
Attend Pre-Bid Conference		4	\$900		\$0		\$0	4	\$600		\$0		\$0		\$0		\$0		\$0		8	\$1,500	
Addenda and Clarifications		4	\$900		\$0		\$0	16	\$2,400		\$0		\$0		\$0		\$0		\$0		20	\$3,300	
Review Bid Tabs and Recommend Contractor Award		2	\$450		\$0		\$0	4	\$600		\$0		\$0		\$0		\$0		\$0		6	\$1,050	
Construction Phase																							
Site Visits/Construction Meetings (10 each)		20	\$4,500		\$0		\$0	10	\$1,500	4	\$520		\$0		\$0		\$0		\$0		34	\$6,520	
Respond to Contractor RFI		8	\$1,800		\$0		\$0	16	\$2,400	4	\$520		\$0		\$0		\$0		\$0		28	\$4,720	
Develop Contractor Punchlist		8	\$1,800		\$0		\$0	8	\$1,200	4	\$520		\$0		\$0		\$0		\$0		20	\$3,520	
As-Built Record Drawings Based on Contractor Markups		8	\$1,800		\$0		\$0	16	\$2,400	40	\$5,200		\$0		\$0		\$0		\$0		64	\$9,400	
TASK SUBTOTAL		159	\$0	0	\$0	0	\$0	262	\$0	390	\$0	138	\$0	8	\$0	0	\$0	0	\$0		957	\$138,795	
Reimbursable Costs (reproduction, mileage, expenses)																							\$2,000
GRAND TOTAL ESTIMATED FEE																							\$284,198

October 11, 2019

Rich Gallegos, P.E., CFM
Costello Engineering & Surveying, Inc.
2107 City West Boulevard
Houston, Texas 77042

**RE: Environmental Services Proposal
City of Tomball Project
GLO Contract: 19-076-029-B386
Harris County, Texas**

Dear Mr. Gallegos:

Thank you for allowing Hollaway Environmental + Communications Services, Inc. (Hollaway) the privilege of submitting a proposal to Costello Engineering & Surveying, Inc. (herein referred to as the Client) to provide environmental services for the proposed rehabilitation and reconstruction of flood and drainage facilities (project) as a part of the Texas Community Development Block Grant Disaster and Recovery (CDBGD-R) Supplemental Grant application through the Texas General Land Office (GLO) and the U.S. Department of Housing and Urban Development (HUD). The proposed project includes the acquisition of additional Right-of-Way (ROW), excavation of open ditches, installation of storm sewer pipes with a concrete box, slope headwalls, and hydro-mulching. The Subject Property consists of 12.28 acres (ac) and 4,000 linear feet (LF) of urbanized and forested habitats along South Persimmon and Lizzie Lane in Harris County, Texas (See enclosed **Subject Property Map**).

The Scope of Work was developed based on information provided by the Client via a phone call and email on September 9, 2019. This letter constitutes our proposed scope and cost to ensure compliance with the National Environmental Policy Act (NEPA) documentation in accordance with 24 CFR Part 58 and Part 55 of the Floodplain Management Checklist with the following tasks:

- 1.0 Jurisdictional Delineation and Verification of Waters of the U.S. (WOUS), including Wetlands
 - 1.1 Delineation Field Work
 - 1.2 Delineation Report
 - 1.3 U.S. Army Corps of Engineers (USACE) Field Verification
- 2.0 Threatened and Endangered (T&E) Species Habitat Assessment
- 3.0 Desktop Analysis and Literature Review of Cultural Resources
- 4.0 Phase I Environmental Site Assessment (ESA)
- 5.0 NEPA Compliant Guidance and Checklists
- 6.0 Community Engagement
 - 6.1 Community Meeting Noticing
 - 6.2 Community Meeting Logistics and Implementation
 - 6.3 Public Comment and Community Meeting Documentation
 - 6.4 Community Engagement Completion Activities

SCOPE OF WORK

1. Jurisdictional Delineation and Verification of WOUS, Including Wetlands

In order to determine if any potentially jurisdictional WOUS, including wetlands, exist on the Subject Property, Hollaway will delineate the boundaries of all aquatic features and determine their potential jurisdictional status through records and literature review, intensive field surveys, and coordination with the USACE and the Environmental Protection Agency (EPA). Hollaway will identify and delineate the following on the Subject Property:

- All potential jurisdictional WOUS, including wetlands
- All non-jurisdictional wetlands
- All non-jurisdictional watercourses

1.1. Delineation Fieldwork

All wetlands will be delineated in accordance with the procedures mandated in the USACE *1987 Wetland Delineation Manual* (Manual) and November 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain* (Version 2.0). The Ordinary High-Water Mark (OHWM) of all waterbodies will be delineated in accordance with standard procedures set forth by the USACE. The delineation will adhere to industry standards utilized on similar projects in similar areas by environmental professionals. All boundaries shall be surveyed with sub-metered Global Positioning System (GPS) technologies that are consistent with the methodologies accepted by the USACE for the permitting purposes. Should the Client require a registered survey of the delineated areas to be performed by a licensed surveyor, this survey must be contracted separately under an additional cost proposal.

1.2. Delineation Report

Hollaway will compile a draft WOUS Delineation Report (required for permitting). The report will include a discussion of the potentially aquatic resources found on the Subject Property, including vegetation and soils, along with the results of the field investigation for jurisdictional WOUS, including wetlands. The report will include:

- Wetland/upland data sheets
- Subject Property map indicating the size and location of wetlands based on GPS measurements
- Approved Jurisdictional Determination (AJD) forms or Preliminary Jurisdictional Determination (PJD) forms, as determined by the Client
- Minimum of 10 Subject Property photographs
- Vicinity map
- Federal Emergency Management Agency (FEMA) 100-year floodplain map
- United States Geological Survey (USGS) topographic maps
- Natural Resources Conservation Service (NRCS) soils map
- Historical aerial photographs
- Infrared imagery
- United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) map
- USGS National Hydrography Dataset (NHD) watershed map
- Light Detection and Ranging (LiDAR) map

- Table listing physical characteristics of all waterbodies, including average water depth, length of feature, width and depth of OHWM, width of high bank to high bank, substrate composition, and water flow direction

Following Client review and approval, Hollaway will submit the report to USACE for verification and jurisdictional determination, as described in **Task 1.3**.

1.3. USACE Field Verification

This task is required if the Client wishes to confirm the jurisdictional status of the delineated wetlands and/or waterbodies within the Subject Property.

The USACE and/or EPA will verify the boundaries of the identified aquatic features that may be under their jurisdiction utilizing the WOUS Delineation Report prepared in **Task 1.2**. This verification may be conducted from their offices (desk audit) or performed in the field at the Subject Property. Hollaway assumes that the verification will consist of a field inspection for this project.

Hollaway will accompany a USACE representative in the field during the verification process. It is assumed that one USACE verification meeting will be required that will last no longer than one nine-hour day. As a result of the USACE field visit, the USACE may request that changes be made to the delineated boundaries. This revised information would be provided to the USACE as a revised report or supplemental information and survey. It is assumed that no more than two rounds of revisions will be required.

2. T&E Species Habitat Assessment

A Memorandum of Agreement (MOA) between the USFWS, the EPA, and the National Oceanic and Atmospheric Administration (NOAA) requires an assessment to determine the projects potential affect to state and federally listed species protected under the Endangered Species Act and the Clean Water Act (CWA). To comply with federal and state regulations and to support the USACE permitting process, Hollaway will conduct a T&E species and habitat assessment.

Qualified Hollaway biologists will conduct a pedestrian survey to determine the presence or absence of suitable habitat for state or federally listed T&E species on or adjacent to the Subject Property. Habitat types and current land use will be documented. The T&E Species Habitat Assessment Report will identify the presence or absence of suitable habitat for listed species and provide recommendations for best management practices (BMPs), as needed. As part of this task, Hollaway will perform the following:

- A Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD) and literature review to determine the state and federally listed species that potentially occur on or adjacent to the Subject Property
- Review of species lists for Harris County available through the USFWS and the TPWD
- Database search of USFWS Information Planning and Conservation (IPaC) Trust Resources Report
- USGS topographic maps
- Identify habitat types within the Subject Property
- Collect ground photographs of the Subject Property
- A species impact and potential to affect/impact assessment

- An investigation of the Subject Property to determine the presence/absence of listed species and/or their critical habitat

Should it be determined through coordination with the USFWS that either a Biological Assessment (BA) or Biological Opinion (BO) is required; this work can be performed at additional cost through a separate cost proposal.

3. Desktop Analysis and Literature Review of Cultural Resources

Hollaway will work with a subcontractor to determine cultural and historical resources on the Subject Property. The first step in determining cultural and historical resources on the Subject Property is to perform a desktop analysis and literature review, which is required for permitting. The goals of the desktop review will be to gather available information regarding previously conducted cultural resources surveys, previously documented cultural resources including archaeological sites, cemeteries, and above-ground historical resources, identify the potential for these resources to affect the current development, and determine management recommendations to satisfy all applicable federal or state cultural resource laws.

The desktop analysis will begin with a background archaeological literature and records search of the Subject Property. Other critical factors that will be examined include the level of previous ground disturbances, types of soils, and any obvious standing structures that appear on USGS topographic maps. Once the review is complete, a Constraints Analysis Report will be prepared detailing the findings of the desktop analysis. The Constraints Analysis Report will document the methodology used in the desktop review, the presence and condition of any previously recorded sites and/or surveys revealed in the literature review, and provide estimates on the level of future archeological work, if any, that may be necessary to satisfy potentially applicable federal or state cultural resource laws. A draft of this report will be submitted to the Client. Upon Client approval, this final report will be submitted to Texas Historical Commission (THC) for concurrence.

If additional cultural resource investigations are required by the THC, including data research and recovery, Hollaway will submit a separate cost proposal to complete this work at additional cost.

4. Phase I ESA

Hollaway will perform a Phase I ESA on the Subject Property. The Phase I ESA will be performed in accordance with the specifications listed in the latest American Society for Testing and Materials (ASTM) Standard Practice E1527-13.

Hollaway will draft a Phase I ESA report, the report will include:

- Inspection of the Subject Property by experienced environmental professionals
- Subject Property photo-documentation
- Review of Federal and state environmental databases for the project site and surrounding properties using an updated Environmental Data Resources (EDR) Report
- Review of reasonably available historic topographic maps, aerial photographs, FEMA floodplain maps, and other publicly available resource documents
- Interviews with existing landowners, city officials, and/or other individuals who may have knowledge of current and historic activities on the Subject Property
- Identification of habitat areas of potential concern within the project site (i.e. potential wetland areas)

- Identification of any immediate risk to public health, safety, or the environment
- Recommendation of the potential need for additional testing (such as a Phase II ESA) to confirm and evaluate any potential contaminant
- Identification of the presence or likely presence of a recognized environmental condition (REC) that may trigger an environmental liability on, restrict the use of, or affect the Subject Property

Once fieldwork and file reviews are complete, Hollaway will prepare one Phase I ESA report that includes a discussion of the results of the historic records review, interviews, and site inspection with recommendations for further investigation, if needed.

It is assumed that chain-of-title and/or current property ownership research is not required for this project. If chain-of-title and/or current property ownership research is required, Hollaway can provide this service at an hourly rate per the attached **Billing Rate Schedule**.

5. NEPA Compliant Guidance and Checklists

In order to meet the NEPA requirements for 24 CFR Part 58 and Part 55 of the Floodplain Management Checklist, Hollaway will utilize the data collected during the site visit and technical reports to prepare the appropriate documentation. In addition, Hollaway will also complete the Interagency Environmental Review Checklist to review natural resources including but not limited to Endangered Species, Contamination and Toxic Substances, Historic Preservation, and Environmental Justice. Hollaway will adhere to the HUD 24 CFR Part 58 Compliance Guidebook.

6. Community Engagement

NEPA requires that consultants deliver comprehensive community engagement for projects receiving federal funding. The purpose of these community engagement efforts is to provide transparent and accessible public information projects and solicit meaningful public comments. The following tasks will be performed in compliance with NEPA guidance documents:

6.1. Community Meeting Noticing

- Develop a project specific stakeholder database including elected officials, property owners, residents, business owners, and associated community groups interested/impacted by the project.
- Draft and distribute public notices, including:
 - Elected official notices
 - Stakeholder notices

6.2. Community Meeting Logistics and Implementation

- Participate in a project kickoff meeting
- Develop a meeting format in compliance with NEPA guidance
- Develop public information tools for distribution including:
 - Project-specific informational handout
 - Project-specific comment form
 - Community meeting registration documents
 - Hardcopy project public comment forms
 - Nametags for staff

- Coordinate all necessary community meeting resources and infrastructure, including, but not limited to:
 - Outdoor and indoor directional signage
 - Community meeting equipment, including easels, a microphone/PA system, projector, projection screen, multiple computers, required cables, podium, pens, comment collection boxes, name badge holders, a digital camera to document the meeting, a digital video camera/and or equipment necessary to livestream the meeting online, and additional tables and chairs (if required by the meeting facility)
 - Printed public information tools as identified above (quantity should exceed anticipated attendance/venue capacity)
- Identify and secure the community meeting venue
- Coordinate security and Fire Marshal personnel, as needed

6.3. Public Comment and Community Meeting Documentation

- Work with the Client to provide responses for public comments received during the stated public comment period
- Document community engagement efforts, including public comments and responses related to the project, color photographs, and examples of public noticing and public information tools prepared to support each meeting

6.4. Community Engagement Completion Activities

- Provide finalized, project-related files to the client at the close of the community engagement process for each meeting
- Participate in a “Community Engagement Close-out” meeting with the client if needed

DELIVERABLES

- Hollaway will submit draft report(s) for the studies, surveys, technical reports, and forms developed as deliverables to the Client for review
- One electronic copy (PDF) would be provided for two comprehensive rounds of review by the Client and/or the Client. After comments are addressed, the reports will be finalized. The reports shall be provided in Adobe Acrobat format (draft and final deliverables)
- As needed, environmental investigation or survey reports with findings will be provided to the Client
- For reports prepared to address the delineation of waters of the United States, including wetlands, after Client comments are incorporated, Hollaway will submit final reports to the USACE for review and approval as requested
- Hollaway will respond to any comments needing to be addressed from GLO or HUD after submittal, as needed

PROJECT COST

The following cost estimate is for the tasks described above in the Scope of Work. This proposal presents the normal elements of environmental and public involvement work that are typically required to complete this type of project. Tasks will be billed on a Lump Sum basis. Additional tasks will not be performed without prior approval from the Client.

Table 1

Task	Cost	Initials for Authorization
1. Jurisdictional Delineation and Verification of WOUS, Including Wetlands	—	
1.1. Delineation and Reporting	\$7,750.00	
1.2. Field Verification with USACE	\$1,400.00	
2.0. Listed T&E Species and Habitat Assessment	\$3,275.00	
3.0 Desktop Analysis and Literature Review of Cultural Resources	\$1,200.00	
4.0 Phase I ESA	\$5,000.00	
5.0 NEPA Compliant Documentation	\$8,950.00	
6.0 Community Engagement	—	
6.1 Community Meeting Noticing	\$7,000.00	
6.2 Community Meeting Logistics and Implementation	\$15,000.00	
6.3 Public Comment and Community Meeting Documentation	\$3,500.00	
6.4 Community Engagement Completion Activities	\$2,000.00	
TOTAL	\$55,075.00	

ASSUMPTIONS

This proposal presents the normal elements of environmental work that are typically required to complete this type of project. No project task will be performed without the prior approval of the Client and only those costs associated with each task will be billed. Hollaway makes the following assumptions regarding this proposal:

- Items not included within this proposal
 - MBTA Nesting Surveys
 - Ecological Modeling
 - Biological Assessment
 - Biological Opinion
 - Phase II ESA
 - USACE Permitting
 - Video recording or production
- Hollaway will be provided updated shapefiles and/or KMZ files of the Subject Property that are geo-referenced in a mutually agreeable electronic format

- Should the project limits detailed in this proposal or project design change following the commencement of work by Hollaway, a change order may be required for any additional work that would be required as a result of the change in project limits and/or project design.
- Hollaway assumes that Right-of-Entry will be granted concurrently. Hollaway assumes that fieldwork will be conducted over two days. Delays due to Right-of-Entry that will require additional mobilizations will result in increased costs.
- It is assumed that biological fieldwork will be completed in two days. Delays due to weather or lack of access may result in additional mobilization costs or field days.
- It is assumed all tasks will be approved concurrently.
- Hollaway will provide payment for venue fees, as necessary and is assumed will not total over \$1,000.00.
- Hollaway will provide up to three public involvement specialists for each community meeting.
- The Client will provide project information to support the development of public information tools.
- Hollaway will be responsible for preparing, mailing, and providing payment for all letter notices.
- Hollaway assumes one notice to be published in the Houston Chronicle and one in a Spanish language newspaper not to exceed \$7,000.00.

SCHEDULE

Hollaway can begin the proposed Scope of Work within one week of receipt of the notice to proceed. The draft reports will be delivered to the Client according to project timelines. Community Engagement tasks will be scheduled based on project schedule. If you approve Hollaway to proceed with the services outlined in this proposal, please return an executed copy of this entire document to Hollaway. Acceptance and signed approval of this proposal indicates acceptance of the attached 2019 General Terms and Conditions.

Please call me at (713) 868-1043 or contact me via email at kelly@hollawayenv.com if you have any questions. Thank you for providing us with an opportunity to provide a cost proposal for this project. We look forward to working with you soon.

Sincerely,



Kelly Gonzales
Senior Environmental Scientist + Project

Attachments:

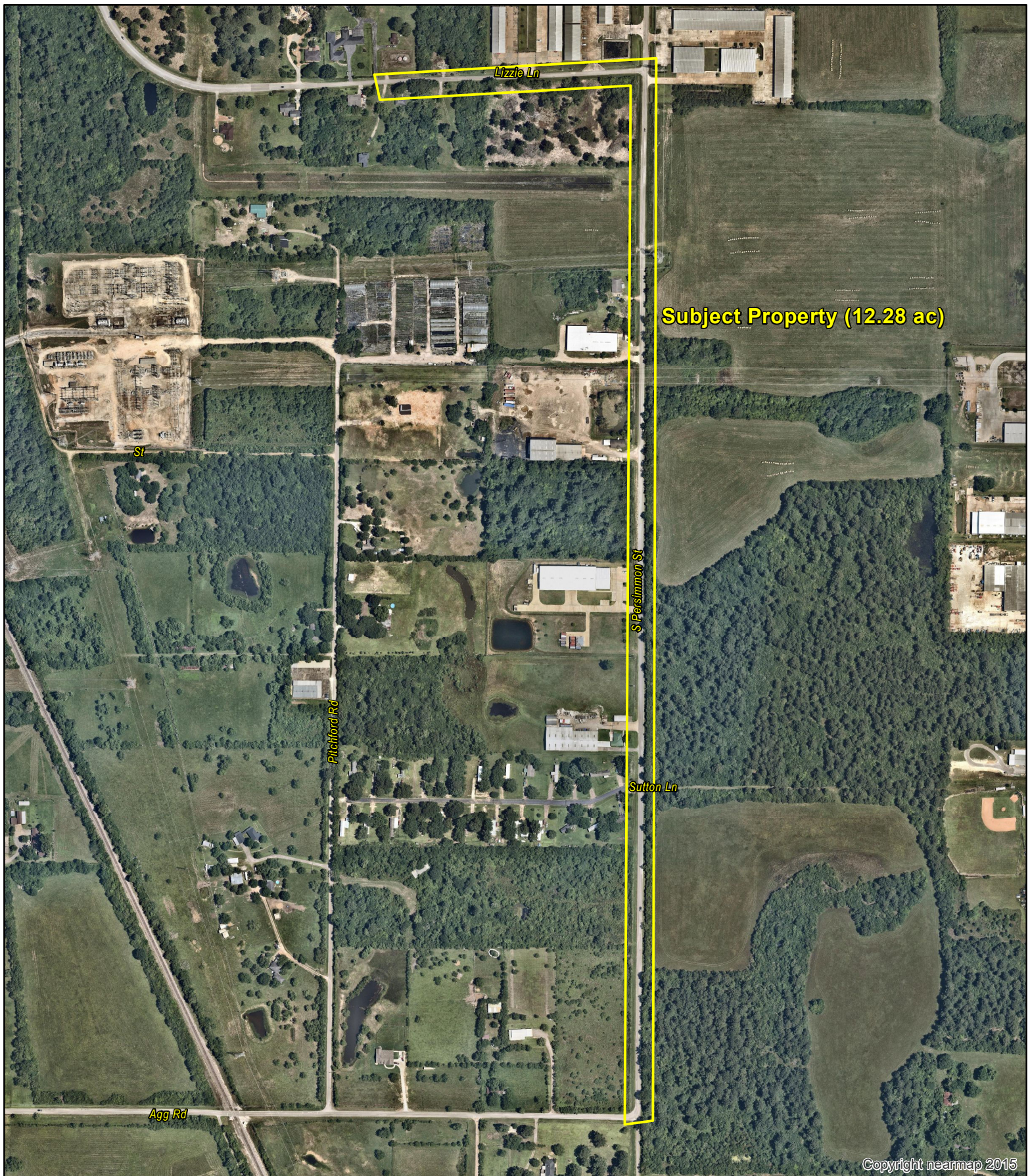
2019 General Terms and Conditions
2019 Standard Billing Rate Schedule

Approved and Accepted by:

Signature

Printed Name

Date



City of Tomball
19-076-029-B386

2019 AERIAL PHOTOGRAPH WITH
SUBJECT PROPERTY

Harris County, Texas

Created: 9/9/2019



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HOLLAWAY
ENVIRONMENTAL + COMMUNICATIONS



0 190 380
Feet

Standard Billing Rate Schedule

Environmental Regulatory Compliance, Communications, and General Consulting Services:

Title	Hourly Rate*
Senior Principal	\$225
Managing Principal	\$180
Senior Project Manager	\$140
Project Manager	\$125
Senior Environmental Planner/Scientist	\$125
Environmental Planner/Scientist	\$105
Associate Environmental Planner/Scientist	\$85
Assistant Environmental Planner/Scientist	\$75
Senior Communications Specialist	\$125
Communications Specialist	\$105
Associate Communications Specialist	\$85
Assistant Communications Specialist	\$75
Senior GIS Specialist	\$105
GIS Specialist	\$85

**Delivery of expert testimony or depositions will be made at 150% normal rates.*

Direct Costs, Travel, and Equipment

Item	Unit Price
Photo copies (Black and White 8.5x11 / 11x17)	\$0.15 / \$0.20 / ea
Photo copies (Color 8.5x11 / 11x17)	\$1.00 / \$1.50 / ea
Postage	Standard Postage Rates
Vehicle Mileage (or current IRS 2019 Standard Mileage Rates)	\$0.54.5/mile

Equipment

Boat and Motor (including trailer), plus direct fuel cost	\$1,400.00 / day
ATV (including trailer)	\$200.00 / day
Digital Video Camera	\$125.00 / day
Global Positioning System (Trimble GeoXT)	\$120.00 / day

Summary of Terms (see General Terms and Conditions for additional details):

Invoices are payable within 15 days of invoice date unless otherwise approved by HECS. Late payment is subject to a 2 percent per month administrative fee. We reserve the right to require a retainer at our discretion. Subcontractors, expenses, and other direct costs will be charged at actual cost plus a 10 percent administrative burden fee.

**CLIENT CONTRACT
GENERAL TERMS AND CONDITIONS**

DEFINITIONS: "HECS" shall mean Hollaway Environmental and Communications Services, Inc. and "OWNER" shall mean the client named in the Agreement. "Agreement" shall mean the authorizing document, such as the contract, purchase order, or approved HECS proposal, allowing HECS to proceed with services provided to OWNER.

STANDARD OF CARE: The standard of care applicable to HECS's services will be the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as HECS provides to OWNER under the Agreement.

ACCESS: The OWNER shall furnish all access to property and rights-of-way for the performance of HECS's services.

ESTIMATES: Estimates of cost of construction, financing, acquisition of real or personal property or rights-of-way shall be made in accordance with generally accepted professional practices and procedures. However, HECS has no control over construction costs, competitive bidding and market conditions, nor costs of financing, acquisition of real or personal property or rights-of-way; and HECS does not guarantee the accuracy of such cost estimates as compared to actual cost or bids.

CONSTRUCTION PHASE: HECS shall not be responsible during the construction phase for the construction means, methods, techniques, sequences or procedures of construction contractors, installers or suppliers, or the safety precautions and programs incident thereto.

PAYMENT and FEES: Payments shall be made within fifteen (15) days by the OWNER to HECS based on invoices submitted by HECS. The OWNER shall make payment, in the event of a paid-when-paid contract, within five (5) days of OWNER receiving payment. The OWNER shall also pay HECS a late payment charge for any payments not made within fifteen (15) days of the date of applicable invoices at the rate of 2.0% per month. Subcontractors, expenses, and other direct costs will be charged at actual cost plus a 10% administrative burden fee.

TIME OF PERFORMANCE: HECS shall commence work upon receipt of written notice to proceed from the OWNER and shall complete the work within the time period set forth in the Agreement, subject to any delays caused by the OWNER, other agencies involved in the work or any other parties or events not under the control of HECS.

SUSPENSION OR TERMINATION: In the event the work is terminated or suspended by the OWNER prior to the completion of the Agreement, HECS shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension.

LEGAL COST, PERMITS, FEES, ETC.: The OWNER shall furnish or compensate HECS for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by HECS. HECS cannot and does not guarantee the schedule required for regulatory agency action, approvals, and permitting. Agency requests for additional information, analyses, and studies will require additional costs that would be borne by the Client. Permit requests may be denied, or offered in terms that may not meet Client expectations. HECS fees are due and payable independent of the success or failure of environmental regulatory permit actions.

CHANGES: The OWNER may, at any time prior to the completion of the services, direct, in writing, any changes to the services, including but not limited to the revision of the scope of services, time period, or schedule of performance. HECS shall perform such changes to the services as directed by the CLIENT in writing and shall be paid for such services at rates established by the Agreement, or as may be otherwise agreed between the OWNER and HECS. HECS will not be responsible for changes in regulations, codes, statutes, rules, or guidance governing the services provided by HECS that occur during or after the performance of services.

INDEMNIFICATION: Except as stated below, HECS shall indemnify and save harmless the OWNER from claims, losses, lawsuits or expenses caused directly by HECS's sole negligent acts and errors or omissions in the performance of HECS's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances in the Project, including removal, disposal or cleanup or environmental liability, the OWNER shall indemnify, save harmless and defend HECS from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of HECS's services, or claims against HECS arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

LIMIT OF LIABILITY: To the fullest extent permitted by law, the OWNER agrees to limit HECS's liability to the OWNER and to all construction contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to HECS's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of HECS to all those named shall not exceed the total fee for HECS's services rendered in the project. Under no circumstances shall HECS be liable to the OWNER for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including HECS's fault or negligence.

COMPLIANCE WITH LAW: HECS shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

SEVERABILITY: If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

DEFENSE OF CLAIMS: In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, OWNER agrees to compensate HECS for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which HECS is a party nor to cases where such services are part of the agreed scope of services.



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140468099

September 13, 2019

Mr. Rich Gallegos, P.E., CFM
Hydrology & Hydraulics
Costello, Inc.
2107 CityWest Boulevard, 3rd Floor
Houston, Texas 77042

**Re: Proposal for Geotechnical Investigation
South Persimmon Road Drainage Improvements
City of Tomball, Texas**

Dear Mr. Gallegos.:

In accordance with your request on September 9, 2019, Geotest Engineering, Inc. is pleased to submit this proposal for the referenced project. The project includes storm sewer installation with some roadway replacement for a total of 4,000 LF along east side of S. Persimmon Street from Lizzie Lane to Agg Road, and along Lizzie Lane on the west side of S. Persimmon Street in City of Tomball, Texas. The scope of the project also includes deepening of existing linear detention basin located south of Lizzie Lane to a depth of approximately 6 feet below existing grade. Based on the information provided we understand that the maximum invert depth of the proposed storm sewer is about 10 feet, and installation will be by open-cut construction. We also understand that a new 10-foot x 8-foot RCB storm sewer outfall point will be constructed as part of Agg Road (Medical Center Drive Extension) at the south end of the project.

Purpose and Scope

The purposes of this investigation are to evaluate the soil and water level conditions along the S. Persimmon Street and Lizzie Lane to provide geotechnical recommendations for the South Persimmon Drainage Improvements project. Based on the information provided to us September 9, 2019, the scope of this study will consist of the following:

- Calling Lonestar 811 and coordinating with utility locators to get areas for the proposed borings cleared;
- Drilling and sampling:
 - four (4) soil borings each to a depth of 15 feet along S. Persimmon Street
 - one (1) soil boring to a depth of 15 feet along Lizzie Lane,
 - two (2) soil borings each to a depth of 15 feet on the linear detention basin,
 - one (1) soil boring to a depth of 25 feet at the new outfall location.
- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Performing appropriate laboratory tests on selected representative samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for slope stability along the detention basin and open ditch, bedding and backfill, trench (excavation) stability and groundwater control for storm sewer installation and ditch deepening, and construction considerations.
- Submit a geotechnical investigation report containing a plan showing the locations of the borings and recommendations as outlined above.

Schedule and Fees

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about one (1) week barring bad weather. The laboratory tests will be completed in about three (3) week. The complete geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about eight (8) weeks after receiving your notice to proceed.

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be lump sum amount of \$16,700.00.

The cost breakdown given in Attachment No. 2 is for additional information only. The invoices will be billed on Lump Sum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to submit this proposal. Formal authorization is required for our services. This may be provided by signing in the space provided below and returning one copy for our files.

Sincerely,
GEOTEST ENGINEERING, INC.



Krishna M. Pradeep
Graduate Engineer



Mohan Ballagere, P.E.
Vice President

MB/kmp

Copies Submitted: (1-PDF)

Enclosure: Attachment No. 1 – Proposed Boring/Piezometer Plan

Attachment No. 2 – Cost Breakdown

PC38\Geotechnical\Proposals\40468099.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment No. 1
PROPOSED BORING/PIEZOMETER PROGRAM

Street Name	Proposed Boring		
	Number	Depth (feet)	Footage (feet)
Storm sewer/ditches	5	15	75
Outfall Location	1	25	25
Linear Detention Basin	2	15	30
Total	8		130

**Attachment No. 2
COST BREAKDOWN**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Engineering Services			
Sr Engineer	4 hrs.	\$150.00	\$600.00
Project Engineer	8 hrs.	\$105.00	\$840.00
Staff Engineer	40 hrs.	\$83.00	\$3,320.00
Support Personnel (Drafting, Word Processing)	4 hrs.	\$60.00	\$240.00
		Subtotal	\$5,000.00
Field Services			
Mobilization/Demobilization of Buggy Mounted Drill Rig and Crew	1 ea.	\$400.00	\$400.00
ATV Mobilization Surcharge	1 ea.	\$132.00	\$132.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	125 ft.	\$21.00	\$2,625.00
Drilling and Intermittent Sampling, Truck Mounted Rig, from 0 to 50 feet	5 ft.	\$18.00	\$90.00
Grouting of Completed Bore Holes	130 ft.	\$7.00	\$910.00
Utility Clearance, Marking Borings, Drilling and Field Coordination	12 hrs.	\$65.00	\$780.00
ATV Surcharge for Drilling	130 ft.	\$7.00	\$910.00
Asphalt Coring for Boring Access (Minimum Charge)	1 LS	\$240.00	\$240.00
Vehicle Charge (field coordination)	12 hrs.	\$10.00	\$120.00
Traffic Control (Minor Street)	1 day	\$550.00	\$550.00
		Subtotal	\$6,757.00
Laboratory Tests			
Liquid and Plastic Limits	13 ea.	\$60.00	\$780.00
Moisture Content	51 ea.	\$9.00	\$459.00
Percent Passing No. 200 Sieve	10 ea.	\$46.00	\$460.00
Sieve Analysis through No. 200 Sieve	3 ea.	\$55.00	\$165.00
Specific Gravity of Soil	1 ea.	\$58.00	\$58.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage	13 ea.	\$61.00	\$793.00
Crumb Test (to determine erosion characteristics of channel embankment soils)	2 ea.	\$37.00	\$74.00
Double Hydrometer	2 ea.	\$177.00	\$354.00
Triaxial CU Test includes Back Pressure Saturation and Pore Pressure Measurements, 3 Specimens	1 ea.	\$1,800.00	\$1,800.00
		Subtotal	\$4,943.00
	Total		\$16,700.00



September 9, 2019

Rich Gallegos, P.E., CFM
Costello Engineering & Surveying, Inc.
2107 CityWest Blvd.
3rd Floor
Houston, Texas 77042
Email: rgallegos@costelloinc.com
Phone: 713.783.7788 Ext. 3851

RE: Proposal for Quality Level A SUE
Persimmon St, Tomball Texas

Dear Mr. Gallegos:

We are pleased to submit the following proposal for the above referenced project.

Scope & Limits

We understand the scope of work to consist of providing Quality Level A SUE with QLB SUE Field Designation supporting the QLA investigation. This includes:

- SUE Quality Level B involves the designation, recording, and marking the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques, per APWA color standards. When data is reliable, cover shots indicating top of utility will be included at every 100 feet. Limitations of designation include signal bleed over due to congested utilities or utilities made of non-conductive material such as PVC or concrete. Probing utilizes a metal probe to pierce the ground in attempt to touch the utility and can give a depth of cover, however the utility cannot be visually verified. Rodding is a technique where a cable is fed into an open conduit or pipe which can then be detected with the electromagnetic instrument to provide horizontal alignment and approximate depth of cover for the utility. The Level B SUE marks will then be surveyed in by RODS Surveying and added to the utility base map, with utilities distinguished by quality level.
- SUE Quality Level A test holes will be excavated via non-destructive vacuum excavation. In order to perform the field work, the following will also be completed: contact Texas One Call agency to notify of digging intent and perform on-site field inspection and designate the desired utility to determine exact location. Vacuum excavation will be utilized to determine orientation, size, depth, material and condition of the intended utility. The testholes will be excavated in attempt to expose the top center of the utility. If the utility cannot be located by electromagnetic location, probing or rodding could be necessary in order to find the utility before excavation of the testholes. The testholes will then be surveyed in by RODS Surveying using the survey control provided by the client. Signed and sealed Test Hole Data Sheets will be produced for the excavated locations, depicting top, side and plan views, and detailing survey information as well as size, material and depth of utilities found.

Project Location

The Project is located on S Persimmon St in Tomball, Texas, south of FM 2920, from Lizzie Ln to Agg Rd as shown on the attached vicinity map.

Schedule

Fieldwork will begin upon notice to proceed, and deliverables will be submitted within 7 business days of completed fieldwork and survey.

Deliverable

- Digital CADD file in Auto CAD format in 1:1 model space suitable for 1-inch = 20-feet drawings showing the SUE Quality Levels A testholes with summarized utility information.
- Signed and sealed Test Hole Data Sheets for excavated locations.

Subsurface Utility Engineering Estimated Cost

This project will be billed on a lump sum basis for labor, and a unit cost basis for the testholes and related direct expenses not to exceed the total shown below, see Attachment B: Estimated Fees for additional information.

Total Estimated Cost for SUE Services: \$ 16,677.50

Should you have any questions or require additional information, please feel free to contact me. We look forward to working with you on this project.

Sincerely,



Hilda S. Obregón Lease. P.E.
President
RODS Subsurface Utility Engineering

Costello Engineering & Surveying, Inc.

Approved By: _____

Title: _____

Date: _____

Signature: _____

**ATTACHMENT B - FEE SCHEDULE FOR PERSIMMON ST-TOMBALL
QLA SUE INVESTIGATION**

PRIME PROVIDER NAME: Costello, Inc.

September 9, 2019

SUBCONSULTANT NAME: RODS Subsurface Utility Engineering, Inc.

TASK DESCRIPTION	SUE PROJECT MANAGER	SUE PROJECT ENGINEER	SUE GRADUATE ENGINEER	SUE ENGINEERING TECHNICIAN	1-MAN DESIGNATION CREW	2-MAN DESIGNATION CREW	CLERICAL	TOTAL LABOR HOURS & COSTS
SUE Quality Level B Services								
1. SUE QL B Field Designation, Probing & Rodding		4				10		\$2,410
2. QA/QC	1	2	4	6				\$1,368
HOUR SUBTOTALS	0.5	6	4	6	0	10	0	26.5
LABOR RATE PER HOUR	\$145.00	\$127.50	\$110.00	\$100.00	\$117.00	\$190.00	\$67.00	
TOTAL LABOR COSTS	\$72.50	\$765.00	\$440.00	\$600.00	\$0.00	\$1,900.00	\$0.00	\$3,777.50
SUBTOTAL QL B SERVICES								\$3,777.50
DIRECT EXPENSES:								
Non-Destructive Level A Test Holes		Rate/ Hole	Estimated					
0.00-4.99 FT.		\$1,350.00	2					\$2,700.00
5.00-7.99 FT.		\$1,600.00	2					\$3,200.00
8.00-12.99 FT.		\$1,900.00	2					\$3,800.00
13.00-19.99 FT.		\$2,250.00						\$0.00
> 20.00 FT. (Per vertical foot deeper than 20 ft in addition to the 13-19.99 ft rate)		\$200.00						\$0.00
Pavement Coring (As Needed)		\$200.00	6					\$1,200.00
Traffic Control Devices (Per Day As Needed)		\$1,000.00	2					\$2,000.00
SUBTOTAL QL A SERVICES								\$12,900.00
TOTAL			6	# of testholes				\$16,677.50

Notes:

1. Project to be invoiced on a lump sum basis for labor, and a unit cost basis for the testholes and related direct expenses not to exceed totals shown above.
2. Testholes will be attempted at the top center of the utility.
3. Test hole unit cost includes excavation, cadd and engineering of test hole data sheet, as well as standard traffic control.
4. Excavation to be performed via non-destructive excavation.
5. If needed, lane closure permits will be coordinated with the City of Tomball. It is assumed that the permit fees will be waived as this is a COT project.
6. Survey of test holes to be performed by RODS Surveying. Survey control will be provided by Costello.



Pitchford Rd

Blackshear St

Agg Rd

Sutton Ln

Lizzie Ln

S Persimmon St

2920

E Main St

2978

Hufsmith-Kohville Rd

Hufsmith-Kohville Rd

Swift Water Bend

Windham Springs

Hollanset Trail Ln

Mahaffey Rd

Wetrich Rd

Timber Rd

Willow Creek Estates

Autumn Stream Ln

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Award Contract for Project No. 2019-04, M121W & M121E Channel Improvements, to Rebel Contractors, Inc., in the Amount of \$3,999,605.64

Background:

E&P Project 2003-10005 is for the improvements of the M121 Drainage Channel which will convey drainage to the M500 basin. Before beginning the channel improvements, we addressed identified pipelines within the channel by lowering the active lines or removing the inactive lines. The contract for this portion of the project was awarded in June and has now advanced far enough for the channel improvements to begin in the completed areas.

In an effort to obtain the most favorable pricing, sealed bids were solicited and a total of nine (9) bids were received. After thorough analysis of all bids and submitted information, Rebel Contractors, Inc. was determined to be the responsible lowest bidder with the most experience and will provide the City the best and highest value for this project.

The consultant's recommendation is attached and recommendation is to award the contract for the drainage channel improvements for the M121W and M121E to Rebel Contractors, Inc. in the amount of \$3,999,605.64.

Origination:

Public Works Department

Recommendation:

Staff recommends award of the contract to Rebel Contractors, Inc. in the amount of \$3,999,605.64.

Funding:

Yes

Account Number:400-154-6409

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

Beth Jones, Public Works Director

ACTION TAKEN

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

Bid Tabulation

Engineer's Recommendation

B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:
B2. BASE UNIT PRICE TABLE - CHANNEL & DRAINAGE ITEMS
B3. BASE UNIT PRICE TABLE - ROADWAY ITEMS
B4. BASE UNIT PRICE TABLE - TRAFFIC CONTROL PLAN
B5. BASE UNIT PRICE TABLE - SWPPP ITEMS
C. EXTRA UNIT PRICES
D. CASH ALLOWANCE
TOTAL BID PRICE

Engineer's Estimate	AVERAGE OF 3 LOW BIDDERS	BIDDER NO. 1	BIDDER NO. 2	BIDDER NO. 3	BIDDER NO. 4
\$124,060.00	\$178,061.93	\$151,360.00	\$329,391.30	\$53,434.50	\$197,431.60
\$3,847,580.00	\$3,610,170.41	\$3,280,482.70	\$3,584,015.44	\$3,966,013.09	\$3,869,849.48
\$237,227.50	\$244,234.89	\$223,809.44	\$241,126.00	\$267,769.22	\$306,670.96
\$75,000.00	\$246,953.07	\$262,836.00	\$160,748.00	\$317,275.20	\$285,000.00
\$25,180.00	\$21,913.83	\$15,367.50	\$20,461.00	\$29,913.00	\$19,801.00
\$50,750.00	\$56,700.00	\$50,750.00	\$61,300.00	\$58,050.00	\$50,250.00
\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$4,374,797.50	\$4,373,034.13	\$3,999,605.64	\$4,412,041.74	\$4,707,455.01	\$4,744,003.04

B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:				
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY
1	01502	MOBILIZATION INCLUDING PERFORMANCE AND PAYMENT BONDS, INSURANCE AND PERMITS (MAXIMUM OF 2% OF TOTAL BASE BID)	LS	1
2	02221	CLEAR AND GRUB M121 WEST CHANNEL ROW FOR PROPOSED CHANNEL CONSTRUCTION, COMPLETE IN PLACE.	ACRE	13.1
3	02221	REMOVE AND DISPOSE OF BARBED WIRE FENCE IN CHANNEL ROW, COMPLETE IN PLACE.	LF	1,940
4	02221	REMOVE AND DISPOSE OF EXISTING ABANDONED BARN AND HOMESTEAD WITHIN CHANNEL ROW, COMPLETE IN PLACE.	LS	1
5	02221	SAWCUT, DEMOLISH AND REMOVE EXISTING ASPHALT PAVEMENT (STA 9+45 TO STA 10+55), INCLUDING SHOULDER SCAB (STA 5+66.64 TO STA 14+09.47), COMPLETE IN PLACE.	SY	350
6	02221	2-INCH ASPHALT SURFACE MILLING (BEGIN PVMT TO 9+45 & 10+55 TO END PVMT), COMPLETE IN PLACE	SY	580
TOTAL B1. BASE UNIT PRICES - SITE PREPARATION AND EARTHWORK ITEMS:				
B2. BASE UNIT PRICE TABLE - CHANNEL & DRAINAGE ITEMS				
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY
7	02314	CHANNEL EXCAVATION AND FINE GRADING; INCLUDING BACKSLOPE SWALES, BOTTOM AND OUTFLOW, COMPLETE IN PLACE	CY	100,728
8	02330	CHANNEL EMBANKMENT / ROADWAY FILL (290 CY), COMPLETE IN PLACE	CY	9,407
9	HCFC D 02376	BACKSLOPE INTERCEPTOR W/ 24" CMP OUTFALL, COMPLETE IN PLACE	EA	12
10	HCFC D 02376	COMBINATION BACKSLOPE & OFFSITE DITCH INTERCEPTOR STRUCTURE W/24" CMP OUTFALL, COMPLETE IN PLACE	EA	1
11	02378	RIP RAP (18" THICK), COMPLETE IN PLACE	SY	2,574
12	02631	24" STORM/RCB CULVERT GROUTED CONNECTION, COMPLETE IN PLACE	EA	2
13	02631	36" STORM/RCB CULVERT GROUTED CONNECTION, COMPLETE IN PLACE	EA	2
14	02611; 02631	24" RCP STORM, COMPLETE IN PLACE	LF	250
15	02611; 02631	CUT EXIST 36" CMP STORM AT PROP SLOPE, COMPLETE IN PLACE	LS	1
16	02612; 02631	10' X 8' RCB CULVERT, COMPLETE IN PLACE	LF	880
17		BID ITEM NOT USED		
18	02632	15-INCH HEADWALL INCLUDING WINGWALLS W/ TOEWALL, COMPLETE IN PLACE	EA	4
19	02633; 02631	TYPE-A INLET, COMPLETE IN PLACE	EA	4
20	02751	5" CONCRETE SLOPE PAVING, COMPLETE IN PLACE	SY	20,147
21	02921	HYDROMULCH SEEDING, COMPLETE IN PLACE	AC	14
22	02922	SODDING INCLUDING HOLDERRIETH ROW, COMPLETE IN PLACE	SY	3,600
23	DWGS	20' WIDE EARTHEN ACCESS DRIVES, COMPLETE IN PLACE	EA	3
24	DWGS	DESILT AND REGRADE EXISTING CHANNEL BOTTOM, COMPLETE IN PLACE	LF	250
TOTAL B2. BASE UNIT PRICES - CHANNEL & DRAINAGE ITEMS				

ENGINEER'S ESTIMATE		AVERAGE OF 3 LOW BIDDERS		REBEL CONTRACTORS, INC.		TLC CONSTRUCTION CONTRACT SERVICES		LONNIE LISCHKA COMPANY, LP		JAMES CONSTRUCTION GROUP, LLC	
UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
\$ 85,000.00	\$ 85,000.00	\$ 50,662.67	\$ 50,662.67	\$ 49,000.00	\$ 49,000.00	\$ 87,988.00	\$ 87,988.00	\$ 15,000.00	\$ 15,000.00	\$ 92,500.00	\$ 92,500.00
\$ 1,400.00	\$ 18,340.00	\$ 4,419.33	\$ 57,893.27	\$ 6,000.00	\$ 78,600.00	\$ 5,983.00	\$ 78,377.30	\$ 1,275.00	\$ 16,702.50	\$ 6,000.00	\$ 78,600.00
\$ 2.50	\$ 4,850.00	\$ 2.00	\$ 3,880.00	\$ 1.50	\$ 2,910.00	\$ 3.00	\$ 5,820.00	\$ 1.50	\$ 2,910.00	\$ 1.79	\$ 3,472.60
\$ 7,500.00	\$ 7,500.00	\$ 54,355.33	\$ 54,355.33	\$ 7,500.00	\$ 7,500.00	\$149,066.00	\$ 149,066.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00
\$ 9.00	\$ 3,150.00	\$ 9.33	\$ 3,266.67	\$ 5.00	\$ 1,750.00	\$ 10.00	\$ 3,500.00	\$ 13.00	\$ 4,550.00	\$ 15.28	\$ 5,348.00
\$ 9.00	\$ 5,220.00	\$ 13.80	\$ 8,004.00	\$ 20.00	\$ 11,600.00	\$ 8.00	\$ 4,640.00	\$ 13.40	\$ 7,772.00	\$ 12.95	\$ 7,511.00
	\$ 124,060.00		\$ 178,061.93		\$ 151,360.00		\$ 329,391.30		\$ 53,434.50		\$ 197,431.60
UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
\$ 11.00	\$ 1,108,008.00	\$ 7.77	\$ 782,656.56	\$ 6.65	\$ 669,841.20	\$ 5.23	\$ 526,807.44	\$ 11.43	\$ 1,151,321.04	\$ 8.50	\$ 856,188.00
\$ 11.00	\$ 103,477.00	\$ 2.17	\$ 20,381.83	\$ 3.50	\$ 32,924.50	\$ 1.00	\$ 9,407.00	\$ 2.00	\$ 18,814.00	\$ 4.00	\$ 37,628.00
\$ 6,000.00	\$ 72,000.00	\$ 7,925.00	\$ 95,100.00	\$ 6,280.00	\$ 75,360.00	\$ 11,095.00	\$ 133,140.00	\$ 6,400.00	\$ 76,800.00	\$ 10,000.00	\$ 120,000.00
\$ 7,000.00	\$ 7,000.00	\$ 8,268.00	\$ 8,268.00	\$ 7,000.00	\$ 7,000.00	\$ 11,404.00	\$ 11,404.00	\$ 6,400.00	\$ 6,400.00	\$ 10,000.00	\$ 10,000.00
\$ 60.00	\$ 154,440.00	\$ 70.67	\$ 181,896.00	\$ 59.00	\$ 151,866.00	\$ 72.00	\$ 185,328.00	\$ 81.00	\$ 208,494.00	\$ 71.37	\$ 183,706.38
\$ 500.00	\$ 1,000.00	\$ 1,080.00	\$ 2,160.00	\$ 2,000.00	\$ 4,000.00	\$ 640.00	\$ 1,280.00	\$ 600.00	\$ 1,200.00	\$ 1,029.39	\$ 2,058.78
\$ 500.00	\$ 1,000.00	\$ 1,506.67	\$ 3,013.33	\$ 3,000.00	\$ 6,000.00	\$ 720.00	\$ 1,440.00	\$ 800.00	\$ 1,600.00	\$ 1,029.39	\$ 2,058.78
\$ 100.00	\$ 25,000.00	\$ 111.67	\$ 27,916.67	\$ 84.00	\$ 21,000.00	\$ 162.00	\$ 40,500.00	\$ 89.00	\$ 22,250.00	\$ 141.06	\$ 35,265.00
\$ 150.00	\$ 150.00	\$ 625.33	\$ 625.33	\$ 1,000.00	\$ 1,000.00	\$ 576.00	\$ 576.00	\$ 300.00	\$ 300.00	\$ 1,150.88	\$ 1,150.88
\$ 875.00	\$ 770,000.00	\$ 1,040.40	\$ 915,552.00	\$ 952.45	\$ 838,156.00	\$ 1,160.00	\$ 1,020,800.00	\$ 1,008.75	\$ 887,700.00	\$ 1,300.00	\$ 1,144,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 55,000.00	\$ 220,000.00	\$ 48,306.33	\$ 193,225.33	\$ 25,670.00	\$ 102,680.00	\$ 77,249.00	\$ 308,996.00	\$ 42,000.00	\$ 168,000.00	\$ 52,000.00	\$ 208,000.00
\$ 3,750.00	\$ 15,000.00	\$ 5,137.67	\$ 20,550.67	\$ 3,000.00	\$ 12,000.00	\$ 5,213.00	\$ 20,852.00	\$ 7,200.00	\$ 28,800.00	\$ 1,697.72	\$ 6,790.88
\$ 65.00	\$ 1,309,555.00	\$ 64.72	\$ 1,303,846.68	\$ 65.00	\$ 1,309,555.00	\$ 63.00	\$ 1,269,261.00	\$ 66.15	\$ 1,332,724.05	\$ 60.00	\$ 1,208,820.00
\$ 2,300.00	\$ 32,200.00	\$ 2,274.00	\$ 31,836.00	\$ 1,800.00	\$ 25,200.00	\$ 2,222.00	\$ 31,108.00	\$ 2,800.00	\$ 39,200.00	\$ 1,700.00	\$ 23,800.00
\$ 5.00	\$ 18,000.00	\$ 4.37	\$ 15,720.00	\$ 4.00	\$ 14,400.00	\$ 4.00	\$ 14,400.00	\$ 5.10	\$ 18,360.00	\$ 4.50	\$ 16,200.00
\$ 1,500.00	\$ 4,500.00	\$ 890.67	\$ 2,672.00	\$ 1,500.00	\$ 4,500.00	\$ 1,072.00	\$ 3,216.00	\$ 100.00	\$ 300.00	\$ 3,679.26	\$ 11,037.78
\$ 25.00	\$ 6,250.00	\$ 19.00	\$ 4,750.00	\$ 20.00	\$ 5,000.00	\$ 22.00	\$ 5,500.00	\$ 15.00	\$ 3,750.00	\$ 12.58	\$ 3,145.00
	\$ 3,847,580.00		\$ 3,610,170.41		\$ 3,280,482.70		\$ 3,584,015.44		\$ 3,966,013.09		\$ 3,869,849.48

					Engineer's Estimate		AVERAGE OF 3 LOW BIDDERS		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
B3. BASE UNIT PRICE TABLE - ROADWAY ITEMS																
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
25	DWGS	12-INCH THICK 24FT WIDE CRUSHED CONCRETE DRIVE, COMPLETE IN PLACE.	SY	480	\$ 25.00	\$ 12,000.00	\$ 26.94	\$ 12,929.60	\$ 23.50	\$ 11,280.00	\$ 26.00	\$ 12,480.00	\$ 31.31	\$ 15,028.80	\$ 31.09	\$ 14,923.20
26	TXDOT 247	8-INCH THICK 14FT WIDE LIMESTONE ACCESS ROAD, COMPLETE IN PLACE	SY	1,392	\$ 35.00	\$ 48,720.00	\$ 25.89	\$ 36,043.52	\$ 23.57	\$ 32,809.44	\$ 33.00	\$ 45,936.00	\$ 21.11	\$ 29,385.12	\$ 22.61	\$ 31,473.12
27	02314	SWALE GRADING FOR ROADSIDE SWALES, COMPLETE IN PLACE	LF	960	\$ 4.50	\$ 4,320.00	\$ 7.00	\$ 6,720.00	\$ 5.00	\$ 4,800.00	\$ 11.00	\$ 10,560.00	\$ 5.00	\$ 4,800.00	\$ 6.74	\$ 6,470.40
28	02315	ROADWAY EXCAVATION (FOR CSS), COMPLETE IN PLACE	CY	487	\$ 5.50	\$ 2,678.50	\$ 7.67	\$ 3,733.67	\$ 10.00	\$ 4,870.00	\$ 11.00	\$ 5,357.00	\$ 2.00	\$ 974.00	\$ 12.76	\$ 6,214.12
29	DWGS	3.5 FT MOW STRIP AT PROPOSED MBG FENCE (4-INCH THICK), COMPLETE IN PLACE	SY	50	\$ 60.00	\$ 3,000.00	\$ 59.58	\$ 2,979.17	\$ 10.00	\$ 500.00	\$ 100.00	\$ 5,000.00	\$ 68.75	\$ 3,437.50	\$ 102.36	\$ 5,118.00
30	DWGS	6FT CHAIN LINK FENCE IN TOP BANK OF SLOPED PAVEMENT, INCLUDING APPURTENANCES, COMPLETE IN PLACE.	LF	478	\$ 50.00	\$ 23,900.00	\$ 36.33	\$ 17,367.33	\$ 30.00	\$ 14,340.00	\$ 44.00	\$ 21,032.00	\$ 35.00	\$ 16,730.00	\$ 20.00	\$ 9,560.00
31	02321	FURNISH AND INSTALL 12-INCH CEMENT STABILIZED SAND, INCLUDING AT 11.5 FT SHOULDERS AND TRANSITIONS, COMPLETE IN PLACE	CY	615	\$ 22.00	\$ 13,530.00	\$ 54.00	\$ 33,210.00	\$ 58.00	\$ 35,670.00	\$ 57.00	\$ 35,055.00	\$ 47.00	\$ 28,905.00	\$ 82.72	\$ 50,872.80
32	02711	FURNISH AND INSTALL 10-INCH HOT MIX ASPHALTIC CONCRETE BASE COURSE (BLACK BASE), INCLUDING AT 11.5 FT SHOULDERS AND TRANSITIONS, COMPLETE IN PLACE	TON	984	\$ 95.00	\$ 93,480.00	\$ 97.33	\$ 95,776.00	\$ 80.00	\$ 78,720.00	\$ 82.00	\$ 80,688.00	\$ 130.00	\$ 127,920.00	\$ 136.58	\$ 134,394.72
33	02741; 02951	FURNISH AND INSTALL 2" HOT MIX ASPHALTIC CONCRETE SURFACING, INCLUDING AT 11.5 FT SHOULDERS AND TRANSITIONS, COMPLETE IN PLACE	TON	239	\$ 125.00	\$ 29,875.00	\$ 129.67	\$ 30,990.33	\$ 152.00	\$ 36,328.00	\$ 92.00	\$ 21,988.00	\$ 145.00	\$ 34,655.00	\$ 176.82	\$ 42,259.98
34	02742	FURNISH AND INSTALL PRIME COAT (0.1 GAL/SY), COMPLETE IN PLACE	GAL	224	\$ 4.50	\$ 1,008.00	\$ 4.23	\$ 948.27	\$ 2.50	\$ 560.00	\$ 3.00	\$ 672.00	\$ 7.20	\$ 1,612.80	\$ 10.97	\$ 2,457.28
35	02743	FURNISH AND INSTALL TACK COAT (0.1 GAL/SY), COMPLETE IN PLACE	GAL	224	\$ 6.00	\$ 1,344.00	\$ 4.50	\$ 1,008.00	\$ 2.50	\$ 560.00	\$ 3.00	\$ 672.00	\$ 8.00	\$ 1,792.00	\$ 3.66	\$ 819.84
36	02767	REFLECTORIZED PAVEMENT MARKINGS TYPE I - 4" WHITE/SOLID - FURNISH & APPLY	LF	843	\$ 2.00	\$ 1,686.00	\$ 1.50	\$ 1,264.50	\$ 2.00	\$ 1,686.00	\$ 1.00	\$ 843.00	\$ 1.50	\$ 1,264.50	\$ 1.25	\$ 1,053.75
37	02767	REFLECTORIZED PAVEMENT MARKINGS TYPE I - 4" YELLOW/SOLID - FURNISH & APPLY	LF	843	\$ 2.00	\$ 1,686.00	\$ 1.50	\$ 1,264.50	\$ 2.00	\$ 1,686.00	\$ 1.00	\$ 843.00	\$ 1.50	\$ 1,264.50	\$ 1.25	\$ 1,053.75
TOTAL B3. BASE UNIT PRICES - ROADWAY ITEMS:						\$ 237,227.50		\$ 244,234.89		\$ 223,809.44		\$ 241,126.00		\$ 267,769.22		\$ 306,670.96
B4. BASE UNIT PRICE TABLE - TRAFFIC CONTROL PLAN																
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
38	01555; 02714	TRAFFIC CONTROL PLAN, INCLUDING TEMPORARY LANES AND APPURTENANCES, COMPLETE IN PLACE	LS	1	\$ 75,000.00	\$ 75,000.00	\$246,953.07	\$ 246,953.07	\$262,836.00	\$ 262,836.00	\$160,748.00	\$ 160,748.00	\$317,275.20	\$ 317,275.20	\$285,000.00	\$ 285,000.00
TOTAL B4. BASE UNIT PRICES - CHANNEL & DRAINAGE ITEMS						\$ 75,000.00		\$ 246,953.07		\$ 262,836.00		\$ 160,748.00		\$ 317,275.20		\$ 285,000.00
B5. BASE UNIT PRICE TABLE - SWPPP ITEMS																
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
39	01570 01410	STORM WATER POLLUTION PREVENTION (MAINTENANCE)	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 4,101.67	\$ 4,101.67	\$ 5,000.00	\$ 5,000.00	\$ 6,305.00	\$ 6,305.00	\$ 1,000.00	\$ 1,000.00	\$ 6,250.00	\$ 6,250.00
40	01570	INLET PROTECTION BARRIER (60%PLACEMENT AND 40%REMOVAL)	LF	17	\$ 150.00	\$ 2,550.00	\$ 114.33	\$ 1,943.67	\$ 200.00	\$ 3,400.00	\$ 83.00	\$ 1,411.00	\$ 60.00	\$ 1,020.00	\$ 20.00	\$ 340.00
41	01573	FILTER FABRIC FENCE (60%PLACEMENT AND 40%REMOVAL)	LF	320	\$ 2.50	\$ 800.00	\$ 2.50	\$ 800.00	\$ 3.50	\$ 1,120.00	\$ 1.00	\$ 320.00	\$ 3.00	\$ 960.00	\$ 2.50	\$ 800.00
42	01573	REINFORCED FILTER FABRIC FENCE (60%PLACEMENT AND 40%REMOVAL)	LF	100	\$ 5.00	\$ 500.00	\$ 3.67	\$ 366.67	\$ 3.50	\$ 350.00	\$ 3.00	\$ 300.00	\$ 4.50	\$ 450.00	\$ 3.00	\$ 300.00
43	1574	TEMPORARY TYPE 2 FILTER DAM (60%PLACEMENT AND 40%REMOVAL)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,322.33	\$ 5,322.33	\$ 3,000.00	\$ 3,000.00	\$ 3,467.00	\$ 3,467.00	\$ 9,500.00	\$ 9,500.00	\$ 3,120.00	\$ 3,120.00
44	1575	STABILIZED CONSTRUCTION ACCESS (60%PLACEMENT AND 40%REMOVAL)	SY	333	\$ 10.00	\$ 3,330.00	\$ 28.17	\$ 9,379.50	\$ 7.50	\$ 2,497.50	\$ 26.00	\$ 8,658.00	\$ 51.00	\$ 16,983.00	\$ 27.00	\$ 8,991.00
TOTAL B5. BASE UNIT PRICES - SWPPP ITEMS						\$ 25,180.00		\$ 21,913.83		\$ 15,367.50		\$ 20,461.00		\$ 29,913.00		\$ 19,801.00
TOTAL BASE UNIT PRICES						\$ 4,309,047.50		\$ 4,301,334.13		\$ 3,933,855.64		\$ 4,335,741.74		\$ 4,634,405.01		\$ 4,678,753.04

C. EXTRA UNIT PRICES					Engineer's Estimate		AVERAGE OF 3 LOW BIDDERS		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
45	02318	EXTRA HAND EXCAVATION	CY	450	\$ 25.00	\$ 11,250.00	\$ 26.67	\$ 12,000.00	\$ 25.00	\$ 11,250.00	\$ 30.00	\$ 13,500.00	\$ 25.00	\$ 11,250.00	\$ 25.00	\$ 11,250.00
46	02318	EXTRA MACHINE EXCAVATION	CY	450	\$ 30.00	\$ 13,500.00	\$ 32.00	\$ 14,400.00	\$ 30.00	\$ 13,500.00	\$ 36.00	\$ 16,200.00	\$ 30.00	\$ 13,500.00	\$ 30.00	\$ 13,500.00
47	02318	EXTRA BANK SAND BACKFILL	CY	400	\$ 18.00	\$ 7,200.00	\$ 19.33	\$ 7,733.33	\$ 18.00	\$ 7,200.00	\$ 22.00	\$ 8,800.00	\$ 18.00	\$ 7,200.00	\$ 18.00	\$ 7,200.00
48	02321	EXTRA CEMENT STABILIZED SAND	CY	400	\$ 22.00	\$ 8,800.00	\$ 29.67	\$ 11,866.67	\$ 22.00	\$ 8,800.00	\$ 27.00	\$ 10,800.00	\$ 40.00	\$ 16,000.00	\$ 22.00	\$ 8,800.00
49	02319	EXTRA BORROW	CY	1,000	\$ 5.00	\$ 5,000.00	\$ 6.00	\$ 6,000.00	\$ 5.00	\$ 5,000.00	\$ 8.00	\$ 8,000.00	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00
50	TXDOT 552	EXTRA BARBED WIRE FENCE	LF	1,000	\$ 5.00	\$ 5,000.00	\$ 4.70	\$ 4,700.00	\$ 5.00	\$ 5,000.00	\$ 4.00	\$ 4,000.00	\$ 5.10	\$ 5,100.00	\$ 4.50	\$ 4,500.00
TOTAL C. EXTRA UNIT PRICES						\$ 50,750.00		\$ 56,700.00		\$ 50,750.00		\$ 61,300.00		\$ 58,050.00		\$ 50,250.00
D. CASH ALLOWANCE					\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00	
					\$ 4,374,797.50		\$ 4,373,034.13		\$ 3,999,605.64		\$ 4,412,041.74		\$ 4,707,455.01		\$ 4,744,003.04	

Note: Red text indicates math error

B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:
B2. BASE UNIT PRICE TABLE - CHANNEL & DRAINAGE ITEMS
B3. BASE UNIT PRICE TABLE - ROADWAY ITEMS
B4. BASE UNIT PRICE TABLE - TRAFFIC CONTROL PLAN
B5. BASE UNIT PRICE TABLE - SWPPP ITEMS
C. EXTRA UNIT PRICES
D. CASH ALLOWANCE
TOTAL BID PRICE

BIDDER NO. 5	BIDDER NO. 6	BIDDER NO. 7	BIDDER NO. 8	BIDDER NO. 9
\$341,970.00	\$161,947.56	\$297,480.00	BIDDER NO. 8	\$298,210.00
\$3,944,061.00	\$4,460,896.00	\$4,426,084.00	\$240,022.50	\$4,992,256.00
\$298,087.00	\$230,430.92	\$383,672.00	\$5,158,924.30	\$262,103.00
\$200,000.00	\$333,591.15	\$550,000.00	\$271,235.70	\$483,000.00
\$12,887.00	\$54,924.93	\$23,145.00	\$19,873.40	\$19,470.00
\$48,750.00	\$123,790.00	\$91,500.00	\$82,652.50	\$65,650.00
\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$4,860,755.00	\$5,380,580.56	\$5,786,881.00	\$5,977,708.40	\$6,135,689.00

B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:					L.N. MCKEAN, INC.		DIFFCO LLC.		EARTH BUILDERS, LP		LINDSEY CONSTRUCTION, INC.		FUSED INDUSTRIES, LLC.	
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
1	01502	MOBILIZATION INCLUDING PERFORMANCE AND PAYMENT BONDS, INSURANCE AND PERMITS (MAXIMUM OF 2% OF TOTAL BASE BID)	LS	1	\$211,000.00	\$ 211,000.00	\$ 54,000.00	\$ 54,000.00	\$114,000.00	\$ 114,000.00	\$119,360.00	\$ 119,360.00	\$126,000.00	\$ 126,000.00
2	02221	CLEAR AND GRUB M121 WEST CHANNEL ROW FOR PROPOSED CHANNEL CONSTRUCTION, COMPLETE IN PLACE.	ACRE	13.1	\$ 8,300.00	\$ 108,730.00	\$ 6,792.60	\$ 88,983.06	\$ 10,000.00	\$ 131,000.00	\$ 7,635.00	\$ 100,018.50	\$ 10,500.00	\$ 137,550.00
3	02221	REMOVE AND DISPOSE OF BARBED WIRE FENCE IN CHANNEL ROW, COMPLETE IN PLACE.	LF	1,940	\$ 1.00	\$ 1,940.00	\$ 2.47	\$ 4,791.80	\$ 2.00	\$ 3,880.00	\$ 2.15	\$ 4,171.00	\$ 3.00	\$ 5,820.00
4	02221	REMOVE AND DISPOSE OF EXISTING ABANDONED BARN AND HOMESTEAD WITHIN CHANNEL ROW, COMPLETE IN PLACE.	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 6,386.00	\$ 6,386.00	\$ 30,000.00	\$ 30,000.00	\$ 9,100.00	\$ 9,100.00	\$ 20,000.00	\$ 20,000.00
5	02221	SAWCUT, DEMOLISH AND REMOVE EXISTING ASPHALT PAVEMENT (STA 9+45 TO STA 10+55), INCLUDING SHOULDER SCAB (STA 5+66.64 TO STA 14+09.47), COMPLETE IN PLACE.	SY	350	\$ 20.00	\$ 7,000.00	\$ 10.83	\$ 3,790.50	\$ 20.00	\$ 7,000.00	\$ 9.30	\$ 3,255.00	\$ 12.00	\$ 4,200.00
6	02221	2-INCH ASPHALT SURFACE MILLING (BEGIN PVMT TO 9+45 & 10+55 TO END PVMT), COMPLETE IN PLACE	SY	580	\$ 10.00	\$ 5,800.00	\$ 6.89	\$ 3,996.20	\$ 20.00	\$ 11,600.00	\$ 7.10	\$ 4,118.00	\$ 8.00	\$ 4,640.00
TOTAL B1. BASE UNIT PRICES - SITE PREPARATION AND EARTHWORK ITEMS:						\$ 341,970.00		\$ 161,947.56		\$ 297,480.00		\$ 240,022.50		\$ 298,210.00
B2. BASE UNIT PRICE TABLE - CHANNEL & DRAINAGE ITEMS														
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
7	02314	CHANNEL EXCAVATION AND FINE GRADING; INCLUDING BACKSLOPE SWALES, BOTTOM AND OUTFLOW, COMPLETE IN PLACE	CY	100,728	\$ 7.00	\$ 705,096.00	\$ 10.15	\$ 1,022,389.20	\$ 11.00	\$ 1,108,008.00	\$ 10.10	\$ 1,017,352.80	\$ 9.00	\$ 906,552.00
8	02330	CHANNEL EMBANKMENT / ROADWAY FILL (290 CY) , COMPLETE IN PLACE	CY	9,407	\$ 4.00	\$ 37,628.00	\$ 2.88	\$ 27,092.16	\$ 3.00	\$ 28,221.00	\$ 3.60	\$ 33,865.20	\$ 10.00	\$ 94,070.00
9	HCFC D 02376	BACKSLOPE INTERCEPTOR W/ 24" CMP OUTFALL, COMPLETE IN PLACE	EA	12	\$ 10,000.00	\$ 120,000.00	\$ 7,968.00	\$ 95,616.00	\$ 9,000.00	\$ 108,000.00	\$ 5,700.00	\$ 68,400.00	\$ 7,000.00	\$ 84,000.00
10	HCFC D 02376	COMBINATION BACKSLOPE & OFFSITE DITCH INTERCEPTOR STRUCTURE W/24" CMP OUTFALL, COMPLETE IN PLACE	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,790.13	\$ 10,790.13	\$ 9,000.00	\$ 9,000.00	\$ 6,200.00	\$ 6,200.00	\$ 7,500.00	\$ 7,500.00
11	02378	RIP RAP (18" THICK), COMPLETE IN PLACE	SY	2,574	\$ 88.00	\$ 226,512.00	\$ 90.22	\$ 232,226.28	\$ 95.00	\$ 244,530.00	\$ 102.45	\$ 263,706.30	\$ 95.00	\$ 244,530.00
12	02631	24" STORM/RCB CULVERT GROUTED CONNECTION, COMPLETE IN PLACE	EA	2	\$ 370.00	\$ 740.00	\$ 2,162.14	\$ 4,324.28	\$ 2,000.00	\$ 4,000.00	\$ 760.00	\$ 1,520.00	\$ 550.00	\$ 1,100.00
13	02631	36" STORM/RCB CULVERT GROUTED CONNECTION, COMPLETE IN PLACE	EA	2	\$ 430.00	\$ 860.00	\$ 2,162.14	\$ 4,324.28	\$ 2,600.00	\$ 5,200.00	\$ 950.00	\$ 1,900.00	\$ 650.00	\$ 1,300.00
14	02611; 02631	24" RCP STORM, COMPLETE IN PLACE	LF	250	\$ 80.00	\$ 20,000.00	\$ 84.04	\$ 21,010.00	\$ 80.00	\$ 20,000.00	\$ 70.00	\$ 17,500.00	\$ 80.00	\$ 20,000.00
15	02611; 02631	CUT EXIST 36" CMP STORM AT PROP SLOPE, COMPLETE IN PLACE	LS	1	\$ 385.00	\$ 385.00	\$ 6,458.00	\$ 6,458.00	\$ 1,500.00	\$ 1,500.00	\$ 580.00	\$ 580.00	\$ 275.00	\$ 275.00
16	02612; 02631	10' X 8' RCB CULVERT, COMPLETE IN PLACE	LF	880	\$ 1,100.00	\$ 968,000.00	\$ 1,657.84	\$ 1,458,899.20	\$ 1,290.00	\$ 1,135,200.00	\$ 980.00	\$ 862,400.00	\$ 1,250.00	\$ 1,100,000.00
17		BID ITEM NOT USED			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	02632	15-INCH HEADWALL INCLUDING WINGWALLS W/ TOEWALL, COMPLETE IN PLACE	EA	4	\$ 48,000.00	\$ 192,000.00	\$ 29,411.19	\$ 117,644.76	\$ 38,000.00	\$ 152,000.00	\$ 71,300.00	\$ 285,200.00	\$ 80,000.00	\$ 320,000.00
19	02633; 02631	TYPE-A INLET, COMPLETE IN PLACE	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 2,371.02	\$ 9,484.08	\$ 4,500.00	\$ 18,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,400.00	\$ 5,600.00
20	02751	5" CONCRETE SLOPE PAVING, COMPLETE IN PLACE	SY	20,147	\$ 80.00	\$ 1,611,760.00	\$ 67.67	\$ 1,363,347.49	\$ 75.00	\$ 1,511,025.00	\$ 125.00	\$ 2,518,375.00	\$ 107.00	\$ 2,155,729.00
21	02921	HYDROMULCH SEEDING, COMPLETE IN PLACE	AC	14	\$ 1,470.00	\$ 20,580.00	\$ 2,277.76	\$ 31,888.64	\$ 1,900.00	\$ 26,600.00	\$ 1,935.00	\$ 27,090.00	\$ 1,400.00	\$ 19,600.00
22	02922	SODDING INCLUDING HOLDERRIETH ROW, COMPLETE IN PLACE	SY	3,600	\$ 5.00	\$ 18,000.00	\$ 6.19	\$ 22,284.00	\$ 5.50	\$ 19,800.00	\$ 5.10	\$ 18,360.00	\$ 4.00	\$ 14,400.00
23	DWGS	20' WIDE EARTHEN ACCESS DRIVES, COMPLETE IN PLACE	EA	3	\$ 1,400.00	\$ 4,200.00	\$ 3,460.00	\$ 10,380.00	\$ 5,000.00	\$ 15,000.00	\$ 1,700.00	\$ 5,100.00	\$ 1,700.00	\$ 5,100.00
24	DWGS	DESILT AND REGRADE EXISTING CHANNEL BOTTOM, COMPLETE IN PLACE	LF	250	\$ 14.00	\$ 3,500.00	\$ 90.95	\$ 22,737.50	\$ 80.00	\$ 20,000.00	\$ 93.50	\$ 23,375.00	\$ 50.00	\$ 12,500.00
TOTAL B2. BASE UNIT PRICES - CHANNEL & DRAINAGE ITEMS						\$ 3,944,061.00		\$ 4,460,896.00		\$ 4,426,084.00		\$ 5,158,924.30		\$ 4,992,256.00

					BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
B3. BASE UNIT PRICE TABLE - ROADWAY ITEMS														
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
25	DWGS	12-INCH THICK 24FT WIDE CRUSHED CONCRETE DRIVE, COMPLETE IN PLACE.	SY	480	\$ 25.00	\$ 12,000.00	\$ 22.94	\$ 11,011.20	\$ 60.00	\$ 28,800.00	\$ 33.00	\$ 15,840.00	\$ 30.00	\$ 14,400.00
26	TXDOT 247	8-INCH THICK 14FT WIDE LIMESTONE ACCESS ROAD, COMPLETE IN PLACE	SY	1,392	\$ 22.00	\$ 30,624.00	\$ 19.57	\$ 27,241.44	\$ 40.00	\$ 55,680.00	\$ 23.20	\$ 32,294.40	\$ 25.00	\$ 34,800.00
27	02314	SWALE GRADING FOR ROADSIDE SWALES, COMPLETE IN PLACE	LF	960	\$ 6.00	\$ 5,760.00	\$ 2.91	\$ 2,793.60	\$ 5.00	\$ 4,800.00	\$ 12.15	\$ 11,664.00	\$ 7.00	\$ 6,720.00
28	02315	ROADWAY EXCAVATION (FOR CSS), COMPLETE IN PLACE	CY	487	\$ 6.00	\$ 2,922.00	\$ 5.17	\$ 2,517.79	\$ 10.00	\$ 4,870.00	\$ 11.65	\$ 5,673.55	\$ 15.00	\$ 7,305.00
29	DWGS	3.5 FT MOW STRIP AT PROPOSED MBG FENCE (4-INCH THICK), COMPLETE IN PLACE	SY	50	\$ 80.00	\$ 4,000.00	\$ 89.10	\$ 4,455.00	\$ 70.00	\$ 3,500.00	\$ 55.10	\$ 2,755.00	\$ 165.00	\$ 8,250.00
30	DWGS	6FT CHAIN LINK FENCE IN TOP BANK OF SLOPED PAVEMENT, INCLUDING APPURTENANCES, COMPLETE IN PLACE.	LF	478	\$ 24.00	\$ 11,472.00	\$ 33.80	\$ 16,156.40	\$ 35.00	\$ 16,730.00	\$ 28.50	\$ 13,623.00	\$ 55.00	\$ 26,290.00
31	02321	FURNISH AND INSTALL 12-INCH CEMENT STABILIZED SAND, INCLUDING AT 11.5 FT SHOULDERS AND TRANSITIONS, COMPLETE IN PLACE	CY	615	\$ 62.00	\$ 38,130.00	\$ 40.71	\$ 25,036.65	\$ 150.00	\$ 92,250.00	\$ 86.25	\$ 53,043.75	\$ 60.00	\$ 36,900.00
32	02711	FURNISH AND INSTALL 10-INCH HOT MIX ASPHALTIC CONCRETE BASE COURSE (BLACK BASE), INCLUDING AT 11.5 FT SHOULDERS AND TRANSITIONS, COMPLETE IN PLACE	TON	984	\$ 153.00	\$ 150,552.00	\$ 101.94	\$ 100,308.96	\$ 130.00	\$ 127,920.00	\$ 100.00	\$ 98,400.00	\$ 98.00	\$ 96,432.00
33	02741; 02951	FURNISH AND INSTALL 2" HOT MIX ASPHALTIC CONCRETE SURFACING, INCLUDING AT 11.5 FT SHOULDERS AND TRANSITIONS, COMPLETE IN PLACE	TON	239	\$ 153.00	\$ 36,567.00	\$ 147.04	\$ 35,142.56	\$ 160.00	\$ 38,240.00	\$ 114.00	\$ 27,246.00	\$ 110.00	\$ 26,290.00
34	02742	FURNISH AND INSTALL PRIME COAT (0.1 GAL/SY), COMPLETE IN PLACE	GAL	224	\$ 6.00	\$ 1,344.00	\$ 7.68	\$ 1,720.32	\$ 20.00	\$ 4,480.00	\$ 2.80	\$ 627.20	\$ 3.00	\$ 672.00
35	02743	FURNISH AND INSTALL TACK COAT (0.1 GAL/SY), COMPLETE IN PLACE	GAL	224	\$ 6.00	\$ 1,344.00	\$ 7.68	\$ 1,720.32	\$ 6.00	\$ 1,344.00	\$ 2.80	\$ 627.20	\$ 3.00	\$ 672.00
36	02767	REFLECTORIZED PAVEMENT MARKINGS TYPE I - 4" WHITE/SOLID - FURNISH & APPLY	LF	843	\$ 2.00	\$ 1,686.00	\$ 1.38	\$ 1,163.34	\$ 3.00	\$ 2,529.00	\$ 5.60	\$ 4,720.80	\$ 2.00	\$ 1,686.00
37	02767	REFLECTORIZED PAVEMENT MARKINGS TYPE I - 4" YELLOW/SOLID - FURNISH & APPLY	LF	843	\$ 2.00	\$ 1,686.00	\$ 1.38	\$ 1,163.34	\$ 3.00	\$ 2,529.00	\$ 5.60	\$ 4,720.80	\$ 2.00	\$ 1,686.00
TOTAL B3. BASE UNIT PRICES - ROADWAY ITEMS:						\$ 298,087.00		\$ 230,430.92		\$ 383,672.00		\$ 271,235.70		\$ 262,103.00
B4. BASE UNIT PRICE TABLE - TRAFFIC CONTROL PLAN														
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
38	01555; 02714	TRAFFIC CONTROL PLAN, INCLUDING TEMPORARY LANES AND APPURTENANCES, COMPLETE IN PLACE	LS	1	\$200,000.00	\$ 200,000.00	\$333,591.15	\$ 333,591.15	\$550,000.00	\$ 550,000.00	\$190,000.00	\$ 190,000.00	\$483,000.00	\$ 483,000.00
TOTAL B4. BASE UNIT PRICES - CHANNEL & DRAINAGE ITEMS						\$ 200,000.00		\$ 333,591.15		\$ 550,000.00		\$ 190,000.00		\$ 483,000.00
B5. BASE UNIT PRICE TABLE - SWPPP ITEMS														
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
39	01570 01410	STORM WATER POLLUTION PREVENTION (MAINTENANCE)	LS	1	\$ 2,400.00	\$ 2,400.00	\$ 29,595.66	\$ 29,595.66	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00
40	01570	INLET PROTECTION BARRIER (60%PLACEMENT AND 40%REMOVAL)	LF	17	\$ 6.00	\$ 102.00	\$ 26.93	\$ 457.81	\$ 35.00	\$ 595.00	\$ 22.45	\$ 381.65	\$ 25.00	\$ 425.00
41	01573	FILTER FABRIC FENCE (60%PLACEMENT AND 40%REMOVAL)	LF	320	\$ 3.00	\$ 960.00	\$ 3.02	\$ 966.40	\$ 4.00	\$ 1,280.00	\$ 2.85	\$ 912.00	\$ 6.00	\$ 1,920.00
42	01573	REINFORCED FILTER FABRIC FENCE (60%PLACEMENT AND 40%REMOVAL)	LF	100	\$ 3.00	\$ 300.00	\$ 3.73	\$ 373.00	\$ 4.50	\$ 450.00	\$ 3.40	\$ 340.00	\$ 6.00	\$ 600.00
43	1574	TEMPORARY TYPE 2 FILTER DAM (60%PLACEMENT AND 40%REMOVAL)	EA	1	\$ 800.00	\$ 800.00	\$ 3,621.99	\$ 3,621.99	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,200.00
44	1575	STABILIZED CONSTRUCTION ACCESS (60%PLACEMENT AND 40%REMOVAL)	SY	333	\$ 25.00	\$ 8,325.00	\$ 59.79	\$ 19,910.07	\$ 40.00	\$ 13,320.00	\$ 30.75	\$ 10,239.75	\$ 25.00	\$ 8,325.00
TOTAL B5. BASE UNIT PRICES - SWPPP ITEMS						\$ 12,887.00		\$ 54,924.93		\$ 23,145.00		\$ 19,873.40		\$ 19,470.00
TOTAL BASE UNIT PRICES						\$ 4,797,005.00		\$ 5,241,790.56		\$ 5,680,381.00		\$ 5,880,055.90		\$ 6,055,039.00

					BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
C. EXTRA UNIT PRICES														
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES	UNIT PRICE	TOTAL IN FIGURES
45	02318	EXTRA HAND EXCAVATION	CY	450	\$ 25.00	\$ 11,250.00	\$ 165.92	\$ 74,664.00	\$ 70.00	\$ 31,500.00	\$ 65.00	\$ 29,250.00	\$ 25.00	\$ 11,250.00
46	02318	EXTRA MACHINE EXCAVATION	CY	450	\$ 30.00	\$ 13,500.00	\$ 31.96	\$ 14,382.00	\$ 10.00	\$ 4,500.00	\$ 15.05	\$ 6,772.50	\$ 30.00	\$ 13,500.00
47	02318	EXTRA BANK SAND BACKFILL	CY	400	\$ 18.00	\$ 7,200.00	\$ 26.02	\$ 10,408.00	\$ 45.00	\$ 18,000.00	\$ 22.45	\$ 8,980.00	\$ 32.00	\$ 12,800.00
48	02321	EXTRA CEMENT STABILIZED SAND	CY	400	\$ 22.00	\$ 8,800.00	\$ 35.04	\$ 14,016.00	\$ 55.00	\$ 22,000.00	\$ 39.25	\$ 15,700.00	\$ 44.00	\$ 17,600.00
49	02319	EXTRA BORROW	CY	1,000	\$ 5.00	\$ 5,000.00	\$ 5.22	\$ 5,220.00	\$ 10.00	\$ 10,000.00	\$ 16.85	\$ 16,850.00	\$ 7.00	\$ 7,000.00
50	TXDOT 552	EXTRA BARBED WIRE FENCE	LF	1,000	\$ 3.00	\$ 3,000.00	\$ 5.10	\$ 5,100.00	\$ 5.50	\$ 5,500.00	\$ 5.10	\$ 5,100.00	\$ 3.50	\$ 3,500.00
TOTAL C. EXTRA UNIT PRICES						\$ 48,750.00		\$ 123,790.00		\$ 91,500.00		\$ 82,652.50		\$ 65,650.00
D. CASH ALLOWANCE						\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00
						\$ 4,860,755.00		\$ 5,380,580.56		\$ 5,786,881.00		\$ 5,977,708.40		\$ 6,135,689.00

Note: Red text indicates math error



October 15, 2019

City of Tomball
501 James Street
Tomball, Texas 77375

Attn: Beth Jones, P.E., Director of Public Works

Re: City of Tomball
E&P No. 2003-10005 - M121W & M121E Channel Improvements
Project Bid No. 2019-04 GUNDA Project No. 17001-01

Tabulation of Bids Received and Engineer's Recommendation

Dear Ms. Jones:

On October 10, 2019, a total of nine (9) bids were received and opened for the M121W & M121E Channel Improvements project in accordance with the Notice to Bidders. The bids have been reviewed and tabulated, see enclosure.

Rebel Contractors, Inc. is the responsive low bidder in the amount \$3,999,605.64. The bid included the five percent (5%) bid bond.

The bid submitted by Rebel Contractors, Inc. shows no signs of imbalance. Therefore, we pose no objection to the recommendation of awarding the construction contract for City of Tomball M121W & M121E Channel Improvements to Rebel Contractors, Inc.

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

The Total Bid Price was utilized to establish the order of the bids and identification of apparent low bidder.

Bidders and their Total Bids were:

	Contractor	Total Bid Price Submitted
1)	Rebel Contractors, Inc.	\$3,999,605.64
2)	TLC Construction Contract Services	\$4,412,041.74 (math errors)
3)	Lonnie Lischka Company, LP	\$4,707,455.01 (math error)
4)	James Construction Group, LLC	\$4,744,003.04
5)	L.N. McKean, Inc.	\$4,860,755.00
6)	Diffco LLC.	\$5,380,580.56
7)	Earth Builders, LP	\$5,786,881.00
8)	Lindsey Construction, Inc.	\$5,977,708.40
9)	FUSED Industries, LLC.	\$6,135,689.00

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

Sincerely,

Kyle A. Bertrand, P.E.
Branch Manager, Montgomery County Office

Enclosure: Project Bid Tabulation

11750 Katy Freeway, Suite 300 • Houston, Texas 77079
(P) 713.541.3530 • www.gundacorp.com

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 21, 2019

Topic:

Approve Resolution No. 2019-44, a Resolution of the City of Tomball, Texas, Amending the Impact Fees, per City of Tomball Ordinance No. 2019-24, in the Master Fee Schedule for Fiscal Year 2019-2020

Background:

Resolution No. 2019-44 follows the adoption on second reading of Ordinance No. 2019-24, amending the Impact Fees and incorporating those adopted fees into the Master Fee Schedule for 2019-2020.

A redlined copy of the fees is presented, along the adopted fees shown in blue.

The adopted fees must be authorized by Council via Resolution prior to incorporation into the Master Fee Schedule for Fiscal Year 2019-2020.

Upon approval of the fees presented tonight, a revised copy of the Master Fee Schedule will be posted on the City's website. Amendment of the Master Fee Schedule to include the adopted impact fees will conclude the amendments to the Master Fee Schedule for FY 2019-2020.

Origination:

City Staff

Recommendation:

Staff recommends approving the changes proposed to the 2019-2020 Master Fee Schedule, reflecting the adopted impact fees.

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:

Redlined Impact Fee Schedule - Page 17 Building Permit Fees

Resolution No. 2019-44 - Amending FY 2019-2020 Master Fee Schedule

BUILDING PERMIT FEES

DOMESTIC AND COMMERCIAL GAS TAP FEES

BORING FEE

If a bore is required for the installation of a tap a fee will be assessed based on the tap size:

<u>Bore Length</u>	<u>BORE FEE</u>
Up to 80'	\$375.00

A bore in excess of 80 feet (80') or in the State Right-of-Way, services will be contracted and subject to the City's Procurement procedures.

CAPITAL RECOVERY IMPACT FEES

PER CITY OF TOMBALL ORDINANCE NO. ~~2014-22~~ 2019-24

Effective ~~August 18, 2018~~ ~~August 17, 2019~~ November 5, 2019 – September 30, 2020*

<u>LUE'S</u>	<u>WATER METER SIZE</u>	<u>WATER</u>	<u>SEWER</u>	<u>TOTAL</u>
1.0	3/4"	\$2,325.96 \$2,674.85	\$2,322.57 \$2,521.00	\$4,648.53 \$5,195.85
2.5	1"	\$5,814.90 \$4,467.00	\$5,806.43 \$4,210.07	\$11,621.33 \$8,677.07
5.0	1 1/2"	\$11,629.80 \$8,907.25	\$11,612.85 \$8,394.93	\$23,242.65 \$17,302.18
8.0	2"	\$18,607.68 \$14,256.95	\$18,580.56 \$13,436.93	\$37,188.24 \$27,693.88
10.0	2" TURBINE	\$23,259.60	\$23,225.70	\$46,485.30
16.0	3"	\$37,215.36 \$31,215.50	\$37,161.12 \$29,420.07	\$74,376.48 \$60,635.57
24.0	3" TURBINE	\$55,823.04	\$55,741.68	\$111,564.72
25.0	4"	\$58,149.00 \$53,497.00	\$58,064.25 \$50,420.00	\$116,213.25 \$103,917.00
42.0	4" TURBINE	\$97,690.32	\$97,547.94	\$195,238.26
50.0	6"	\$116,298.00 \$120,368.25	\$116,128.50 \$113,445.00	\$232,426.50 \$233,813.25
92.0	6" TURBINE	\$213,988.32	\$213,676.44	\$427,664.76
80.0	8"	\$186,076.80 \$142,649.75	\$185,805.60 \$134,444.93	\$371,882.40 \$277,094.68
160.0	8" TURBINE	\$372,153.60	\$371,611.20	\$743,764.80
115.0	10"	\$267,485.40	\$267,095.55	\$534,580.95
250.0	10" TURBINE	\$581,490.00	\$580,642.50	\$1,162,132.50
330.0	12" TURBINE	\$767,566.80	\$766,448.10	\$1,534,014.90

NOTE: ALL NEW DEVELOPMENT OR CHANGE IN USE WILL BE REQUIRED TO CALCULATE THE LIVING UNIT EQUIVALENT (LUE) AND PAY THE GREATER VALUE BETWEEN THE MINIMUM METER SIZE IMPACT FEE OR THE CALCULATED LUES.

* ~~REFER TO SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES FOR INCREASE IN FEES BASED ON EFFECTIVE DATE.~~

SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES

	<u>Effective:</u>	<u>Effective:</u>	<u>Effective:</u>	<u>Effective:</u>	<u>Effective:</u>
<u>Per LUE</u>	<u>Aug. 18, 2014</u>	<u>Aug 18, 2015</u>	<u>Aug. 18, 2016</u>	<u>Aug. 18, 2017</u>	<u>Aug. 18, 2018</u>
<u>Water</u>	<u>\$1,528.49</u>	<u>\$1,727.86</u>	<u>\$1,927.22</u>	<u>\$2,126.59</u>	<u>\$2,325.96</u>
<u>Wastewater</u>	<u>\$1,901.21</u>	<u>\$2,100.58</u>	<u>\$2,299.95</u>	<u>\$2,322.57</u>	<u>\$2,322.57</u>

Drainage effective August 18, 2014:

M118 per acre	\$5,757.81
M121E per acre	\$7,886.69
M121W per acre	\$6,692.00
M125 per acre	\$ 436.88

Revised 10-15-2019

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RESOLUTION NO. 2019-44

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS,
AMENDING THE IMPACT FEES, PER CITY OF TOMBALL
ORDINANCE NO. 2019-24, IN THE MASTER FEE SCHEDULE FOR
FISCAL YEAR 2019-2020**

* * * * *

WHEREAS, on September 16, 2019, the Tomball City Council adopted a Master Fee Schedule for Fiscal Year 2019-2020 to provide easier access for Tomball residents and commercial interests; and

WHEREAS, the Tomball City Council finds it advisable and necessary to amend the Municipal Court Fees to meet State legislative requirements and to amend the City of Tomball Impact Fees in accordance with Ordinance No. 2019-24, adopted October 21, 2019; **NOW, THEREFORE**

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

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Ordinance are true and correct.

Section 2. Page 17, Building Permit Fees, of the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2019-2020 is hereby amended to reflect the Impact Fees adopted on October 21, 2019, copy of which is attached hereto as Exhibit "A" and incorporated into the Master Fee Schedule for Fiscal Year 2019-2020.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this 21st day of October 2019.

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

Exhibit "A"

BUILDING PERMIT FEES

IMPACT FEES

PER CITY OF TOMBALL ORDINANCE NO. 2019-24

Effective November 5, 2019 – September 30, 2020

<u>WATER METER SIZE</u>	<u>WATER</u>	<u>SEWER</u>
3/4"	\$2,674.85	\$2,521.00
1"	\$4,467.00	\$4,210.07
1 1/2"	\$8,907.25	\$8,394.93
2"	\$14,256.95	\$13,436.93
3"	\$31,215.50	\$29,420.07
4"	\$53,497.00	\$50,420.00
6"	\$120,368.25	\$113,445.00
8"	\$142,649.75	\$134,444.93

Drainage effective August 18, 2014:

M118 per acre	\$5,757.81
M121E per acre	\$7,886.69
M121W per acre	\$6,692.00
M125 per acre	\$ 436.88

Revised 10-21-19