

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



MONDAY, JULY 15, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, July 15, 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 Bryan Donahoo, Graceview Baptist Church

3.0 Pledges to U.S. and Texas Flags

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

5.0 Reports and Announcements

- ***Tomball City Pool – 2019 Swim Season*** - Jerry Matheson Park Pool will be open on June 4 and will operate with normal hours through August 18. The pool will be

open on Saturday and Sunday only on the weekends of August 24-25 and August 31-September 1. The pool will be closed every Monday during swim season 2019, except Labor Day (September 2). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.

- **TOMBALL KID'S CLUB – Activities: July 16, 18, 23 and 25** from 10:30 a.m. to 12:30 p.m., at the **Tomball Community Center**. **Backpack Buddy Pickup: July 19, 26** from 10:30 a.m. to 12:30 p.m. at **Lone Star College-Tomball Community Library**
- August 2, 2019 – **Tomball Night**
- **August 10, 2019 – 2nd Saturday at the Depot**
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter – Report on the Success of the City's July 4th Celebration

6.0 Approve the Minutes of the July 1, 2019 Special Tomball City Council Meeting and the July 1, 2019 Regular Tomball City Council Meeting

7.0 New Business:

- 7.1 Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Five (5) Student Resource Officers (SROs) to TISD Campuses
- 7.2 Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After the Normal Campus Hours
- 7.3 Award Contract for Project No. 2019-03, City of Tomball Utility Extension, for Completion of Utility Extension along E. Hufsmith Road, to DL Glover, Inc. in the amount of \$237,430.00
- 7.4 Authorize the City Manager to Enter into Negotiations with Costello for Engineering Services for the Lizzie Lane and Persimmon CDBG-DR Drainage Improvements Project

8.0 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 11th day of July 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: July 15, 2019

Topic:

- Led by Pastor Bryan Donahoo, Graceview Baptist Church

Background:

Origination:

Recommendation:

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 15, 2019

Topic:

- ***Tomball City Pool – 2019 Swim Season*** - Jerry Matheson Park Pool will be open on June 4 and will operate with normal hours through August 18. The pool will be open on Saturday and Sunday only on the weekends of August 24-25 and August 31-September 1. The pool will be closed every Monday during swim season 2019, except Labor Day (September 2). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- ***TOMBALL KID'S CLUB – Activities: July 16, 18, 23 and 25*** from 10:30 a.m. to 12:30 p.m., at the Tomball Community Center. ***Backpack Buddy Pickup: July 19, 26*** from 10:30 a.m. to 12:30 p.m. at Lone Star College-Tomball Community Library
- August 2, 2019 – Tomball Night
- August 10, 2019 – 2nd Saturday at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter – Report on the Success of the City's July 4th Celebration

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

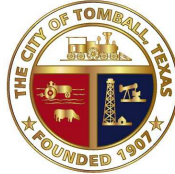
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

June 10, 2019 – Special City Council Meeting – Strategic Planning Session
Quarterly Investment Report for period ending March 31, 2019

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

MONDAY, JUNE 10, 2019



12:00 P.M.

Notice is hereby given of a Special meeting of the Tomball City Council, to be held on Monday, June 10, 2019 at 12:00 p.m., at the **Public Works Building-Training Room, 501-B James 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 New Business:
 - 2.1 The Tomball City Council will enter into a Strategic Planning Session with City Staff and Ron Cox, Consultant
- 3.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 30th day of May 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

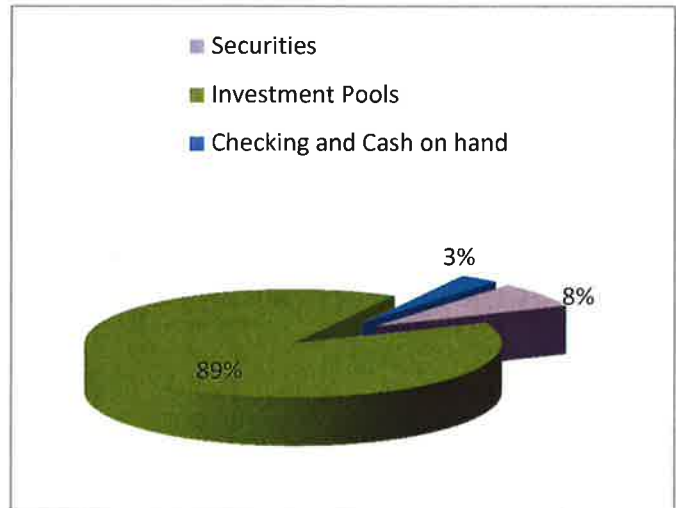
This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.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

CITY OF TOMBALL PORTFOLIO DIVERSIFICATION March 31, 2019

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 5,251,398	8%
Investment Pools	61,167,526	89%
Checking and Cash on hand	2,128,440	3%
Total Portfolio	\$ 68,547,364	

Diversification by Type

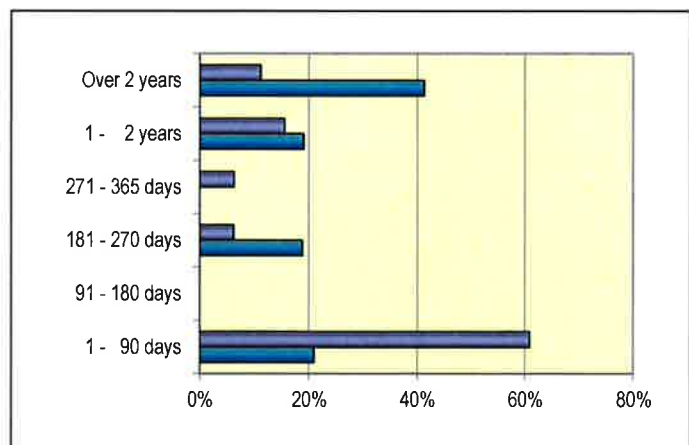


Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in Securities of Federal, State and Local Governments, in Texas CLASS and in the state pool, TexPool. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard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

By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 1,098,790	21%
91 - 180 days	-	0%
181 - 270 days	987,172	19%
271 - 365 days	-	0%
1 - 2 years	999,525	19%
Over 2 years	2,165,911	41%
Total Portfolio	\$ 5,251,398	

Diversification by Maturity



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

**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
March 31, 2019**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	4,757,287	4,723,465	0.9929	1.654%	2.60%
Purchases	1,000,000	1,000,000			
Maturities/Calls	500,000	(500,000)			
Change in value	-	27,933			
Sales					
End of period	5,257,287	5,251,398	0.9989	1.858%	2.40%

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is 509 days.

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

Treasurer



Asst. Treasurer

**CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF MARCH 31, 2019**

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 03/31/19	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1) Kansas St. Dev. Fin. Auth. Revenue- 2.608%	485429Y32	A+	4/15/2020	2.608%	499,295	381	9.508%	36.22	Y
2) Federal Farm Credit Bank	3133EKDX1	AA+	3/25/2022	2.680%	998,971	1090	19.023%	207.35	Y
3) Denton TX ISD- 2.50%	249002AS5	AAA	8/15/2020	2.500%	500,230	503	9.526%	47.91	N
4) FANNIE MAE 2.3%	313586RC5	NR	10/9/2019	0.000%	987,172	192	18.798%	36.09	N
5) Texas A&M Revenue -1.592%	88213AHF5	AAA	5/15/2019	1.592%	1,098,790	45	20.924%	9.42	Y
6) Texas A&M Revenue -2.229	88213AHH1	AAA	5/15/2021	2.229%	898,056	776	17.101%	132.71	Y
7) Texas A&M Revenue - 1.4%	88213AFW0	AAA	5/15/2021	1.400%	268,884	776	5.120%	39.73	
TOTALS				1.858%	5,251,398	538	100.000%	509.44	

CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
March 31, 2019

FUNDS	CASH AND CASH EQUIVALENTS				INVESTMENTS			TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES	TOTAL INVESTMENTS	
MAJOR FUNDS								
General	2,646,411.47	8,774,673.89	565,533.00	\$ -	\$ 11,986,618	\$ 1,486,467	\$ 1,486,467	\$ 13,473,085
Debt Service	989,757.90	3,255,038.19	283,648.07	-	4,528,444.16	500,230.00	500,230.00	5,028,674.16
Enterprise	2,815,397.19	3,140,204.05	201,349.71	-	6,156,950.95	998,970.65	998,970.65	7,155,921.60
OTHER FUNDS								
Special Revenue	79,390.97	14,635.54	9,478.19	-	103,504.70	-	-	103,504.70
Housing Trust								
Municipal Court Building Security	105,854.62	73,183.80	54,543.43	-	233,581.85	-	-	233,581.85
Municipal Court Technology	63,512.73	110,257.39	17,275.28	-	191,045.40	-	-	191,045.40
Hotel Occupancy Tax	105,854.62	343,377.32	43,418.61	-	492,650.55	-	-	492,650.55
Red Light Camera Program	1,956.99	259,135.96	131,622.78	-	392,715.73	-	-	392,715.73
Disaster Preparedness	-	-	327,340.88	-	327,340.88	-	-	327,340.88
Tomball "Fun Runs"	-	5,183.04	4,872.61	-	10,055.65	-	-	10,055.65
General Capital Projects	58,388.42	30,934,084.16	154,941.19	-	31,147,413.77	2,265,730.00	2,265,730.00	33,413,143.77
Business Park		908,730.37	-	-	908,730.37	-	-	908,730.37
Fleet Replacement	475,614.49	957,452.30	105,454.67	-	1,538,521.46	-	-	1,538,521.46
Water Capital Recovery	105,959.07	2,037,497.96	73,593.43	-	2,217,050.46	-	-	2,217,050.46
Sewer Capital Recovery	158,468.53	1,599,248.41	72,305.55	-	1,830,022.49	-	-	1,830,022.49
Health Insurance Trust	-	1,122,283.29	83,062.18	-	1,205,345.47	-	-	1,205,345.47
Tomball Legacy Fund	-	25,973.95	-	-	25,973.95	-	-	25,973.95
TOTALS	\$ 7,606,567	\$ 53,560,959	\$ 2,128,440	\$ -	\$ 63,295,966	\$ 5,251,398	\$ 5,251,398	\$ 68,547,364

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 15, 2019

Topic:

Approve the Minutes of the July 1, 2019 Special Tomball City Council Meeting and the July 1, 2019 Regular Tomball City Council Meeting

Background:

Origination:

City Secretary

Recommendation:

Approve Minutes

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

City Secretary

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

ATTACHMENTS:

Draft Minutes - July 1, 2019 Special Council Meeting
Draft Minutes - July 1, 2019 Regular Council Meeting

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

MONDAY, JULY 1, 2019



4:00 P.M.

1.0 Meeting was called to order at 4:03 p.m. 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
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
HR Director – Lisa Coe
Fire Chief – Randy Parr
Police Chief – Billy Tidwell
IT Manager – Doug Tippey
Assistant City Secretary – Tracy Garcia
Senior Accountant – Christine Brookshire
Accountant – Kristin Kelley

2.0 No public comments were received.

3.0 Workshop Session:

3.1 The Tomball City Council entered into a Workshop Session regarding the Proposed Fiscal Year 2019-2020 Budget.

Robert Hauck advised that the next workshop regarding the Proposed Fiscal Year 2019-2020 Budget will be held on Monday, July 15, 2019 at 4:00 p.m.

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

Motion carried unanimously.

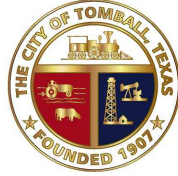
Meeting adjourned at 5:47 p.m.

PASSED AND APPROVED this the 15th day of July 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

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



**MONDAY, JULY 1, 2019
6:00 P.M.**

1.0 Meeting was called to order at 6:01 p.m. 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
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
Fire Chief – Randy Parr
Police Chief – Billy Tidwell
IT Manager – Doug Tippet
Assistant City Secretary – Tracy Garcia
Fire Marshal – Joe Sykora
City Planner – Amelia Lindley
Asst. Director-TEDC – Tiffani Wooten
Police Officer-Investigations – David White

2.0 The invocation was led by Randy Parr

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

4.0 No public comments were received.

5.0 Reports and Announcements:

- **Tomball City Pool – 2019 Swim Season** - Jerry Matheson Park Pool will be open Memorial Weekend, May 25-27, then will reopen on June 4 and will operate with normal hours through August 18. The pool will be open on Saturday and Sunday only on the weekends of August 24-25 and August 31-September 1. The pool will be closed every Monday during swim season 2019, except Memorial Day (May 27), July 4th, and Labor Day (September 2). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- **TOMBALL KID'S CLUB – Activities: June 18, 20, 25, and 27 and July 2, 9, 11, 16, 18, 23 and 25** from 10:30 a.m. to 12:30 p.m., at the Tomball Community Center. **Backpack Buddy Pickup: June 21, 28 and July 12, 19, 26** from 10:30 a.m. to 12:30 p.m. at Lone Star College-Tomball Community Library
- June 27, 2019 – **11th Annual Economic Outlook Luncheon**, sponsored by the Tomball Economic Development Corporation, at LSC – Tomball – Beckendorf Conference Center, 30555 Tomball Parkway, from 11:30 a.m.-1:30 p.m.
- July 4, 2019 – **July Fourth Celebration & Street Festival** – Business 249 at FM 2920
- July 6, 2019 – **2nd Saturday at the Depot**
- August 2, 2019 – **Tomball Night**
- Reports by City staff and members of council about items of community interest on which no action will be taken:

- 6.0 Motion was made by Councilmember Townsend, second by Councilman Stoll, to approve the Minutes of the June 17, 2019 Regular Tomball City Council Meeting.

Motion carried unanimously.

- 7.0 Old Business Consent: *[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.]*

- 7.1 Approve, on Second Reading, Resolution No. 2019-20-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Century Hydraulics LLC, to make direct incentives to, or expenditures for, the promotion of new or expanded business development associated with the expansion of an office/warehouse facility located at 23706 Snook Lane, Tomball, Texas. The estimated amount of expenditures for such Project is \$44,543.00.

- 7.2 Approve, on Second Reading, Resolution No. 2019-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and the Texas Railroading Heritage Museum at Tomball to make direct incentives to, or expenditures for, advertising, promotion and marketing assistance for the Museum to be located at 303 South Elm Street in the City of Tomball, as authorized under Sections 505.152 and 505.158 of the Texas Local Government Code. The estimated amount of expenditures for such project is \$10,000.00.
- 7.3 Adopt, on Second Reading, Ordinance No. 2019-13, 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 103.7 Acres of Land Legally Described as Lots 338, 339, 341 through 344, 346, 349, 350, 352 through 356, 358, 359, 361 through 365 Tomball Outlots, within the City of Tomball, Harris County, Texas, from the Agricultural, Single-Family 20 Estate and Commercial Districts to the Planned Development (PD-12) District; Said Property Being Generally Located on the East Side of South Persimmon Road from Lizzie Lane to Agg Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters.

Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Items 7.1, 7.2, and 7.3 on the Old Business Consent Agenda. Ordinance No. 2019-13 was read by caption only on second reading, prior to vote on Consent Agenda. 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:

- 8.1 Executive Session: The City Council recessed at 6:07 p.m. will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session

Upon reconvening into regular session at 7:58 p.m., no action was taken.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 15th day of July 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 15, 2019

Topic:

Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Five (5) Student Resource Officers (SROs) to TISD Campuses

Background:

TPD contracts with TISD to provide 5 School Resource Officers. There is one officer in each High School and one in each Jr. High School.

Origination:

Recommendation:

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

Billy Tidwell, Chief of Police

ACTION TAKEN

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

SRO ILA

INTERLOCAL AGREEMENT (Student Resource Officer)

1. PARTIES

1.1. The Parties to this Agreement are the City of Tomball (“City”), a body corporate and politic under the laws of the State of Texas, and TOMBALL INDEPENDENT SCHOOL DISTRICT (“the Contractor”).

2. PURPOSE

2.1. The Contractor wants the Chief of Police of the City of Tomball, Texas, to authorize and direct five (5) law enforcement officers to each devote 187 days of their working time, “working time” being defined as eight (8) hours per day, to the Contractor. The law enforcement officer referenced above will be referred to collectively as “extra officers” whether one or more.

3. TERM OF THE AGREEMENT

3.1. The term of this Agreement begins on August, 1, 2019, and ends on July 31, 2020, unless terminated sooner in accordance with Section 7.

4. CITY’S RIGHTS AND OBLIGATIONS

4.1. City agrees to authorize the Chief of Police to appoint the extra officer effective at the beginning of the contract term, so as to enable (but not require) the Chief of Police to appoint the extra officer to devote 187 days of his/her working time to Tomball Independent School District facilities (“the area”). As used herein, the phrase “working time devoted to the area” means the usual or normal hours that extra officer is required to work in any calendar month and does not include any extra or overtime work. The time the extra officer is on duty within the area, the time the extra officer is in court in connection with cases arising out of events occurring within the area, the time the extra officer spends preparing reports and documents pertaining to events occurring in the area, the time the extra officer spends in making preparations to provide law enforcement in the area, the time the extra officer spends transporting persons arrested in the area to jail, the time the extra officer spends investigating crimes or possible crimes committed in the area, are deemed working time devoted to the area. The activities listed above are explanatory and the meaning of “working time devoted to the area” is not limited to those activities.

4.2. Contractor understands and agrees that if the Chief of Police appoints the extra officer to the area, the Chief of Police retains the control and supervision of the extra officer to the same extent as he does other officers.

4.3. The extra officer assigned in accordance with this Agreement shall perform the duties as assigned by the Contractor, subject to the control and supervision of the Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this agreement.

4.4 The Contractor shall provide an office, a networked computer, and general office supplies needed for the extra officers to perform their Student Resource Officer duties. The Chief of Police shall supply all equipment necessary to perform police functions and services.

5. CONTRACTOR'S PAYMENT OBLIGATION

5.1. The Contractor agrees to pay the City of Tomball the sum of THREE HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED AND EIGHTY-THREE DOLLARS (\$377,883.00) to contract police services, or to be used by the City of Tomball for the purpose of supplementing the cost to the City for supplying the law enforcement services, including salaries and any additional expenses the City may incur in providing the services for a period of 187 days beginning the 20th day of August, 2019. Contractor must make payments on the total sum in installments, which are due and payable, without demand, on or before the following dates in the amounts set forth:

Nine (9) payments of \$41,987, due on the 20th of each month, first payment due September 20, 2019.

5.2. If the term of this Agreement is terminated at any time other than at the end of a semester, payments under this Contract shall be prorated.

5.3. Contractor understands and agrees that if the City does not receive the payments within thirty (30) days of the date due, the City is authorized to terminate this Agreement without further notice. Further, City's failure to make demand for payments due is not a waiver of Contractor's obligation to make timely payments.

6. CITY'S PREROGATIVE TO APPOINT EXTRA OFFICERS

6.1. Contractor understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Chief of Police in any manner whatsoever to assign the extra officer to devote any portion of his/her working time to the area. However, if for any reason the extra officer does not devote substantially 187 days of his/her full-time equivalent working time to the area during the term of this Agreement, then the Contractor is obligated to pay the City only a proportionate part of the total sum identified above. If the amount paid by the Contractor to City of Tomball exceeds the proportionate part, the Contractor is entitled to a refund from City of Tomball of the excess amount paid.

7. TERMINATION AND DEFAULT

7.1. Prior to the expiration of the term, either Party is authorized to terminate this Agreement without cause by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

8. NOTICE

8.1. Any notice permitted or required to be given to City of Tomball hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Police Department
Attn: Chief of Police
400 Fannin Street
Tomball, Texas 77375

Any notice permitted or required to be given to Contractor hereunder may be given by registered mail or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Independent School District
Attn: Superintendent
310 South Cherry Street
Tomball, Texas 77375.

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

8.2. Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

9. MISCELLANEOUS

9.1. The terms and provisions of this Contract constitute the entire Agreement between the City and the Contractor, and no modification of this Contract is effective unless in writing and executed by both parties.

SIGNED in duplicate originals this _____ day of _____ 2019.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

By:
Gretchen Fagan
Mayor

Tomball Independent School District

ATTEST:

By:
Steven Gutierrez
Assistant Superintendent

By:
Martha Salazar-Zamora
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 15, 2019

Topic:

Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After the Normal Campus Hours

Background:

This is an agreement between TISD and TPD establishing the hourly rate for TPD to provide officers for traffic control when necessary and for security at after school events.

TPD officers provide TISD security for after school events which includes sporting events, traffic control, extra curricular activities, etc.

Origination:

Police Department

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

Billy Tidwell, Chief of Police

ACTION TAKEN

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

TISD 2019-2020 ILA for Extra Services

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF TOMBALL AND
THE TOMBALL INDEPENDENT SCHOOL DISTRICT
FOR USE OF POLICE OFFICERS AND MANNED VEHICLES**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into effective the 1st day of August 2019, by and between the City of Tomball, Texas (the "City"), and the Tomball Independent School District (the "School"), each acting through its duly authorized executive officer.

RECITATIONS

The City and the School are governmental units and political subdivisions authorized by the Interlocal Cooperation Act, Article 4413(32c), Texas Revised Civil Statutes, to enter into this Agreement for the purpose of performing governmental functions and services; and

The School desires to obtain the authorized services of City police officers and/or patrol vehicles, operated by City Police Officers and City Part-time Police Officers only, for School functions including, but not limited to, traffic direction at athletic events, traffic duty for the first day of school, and as escorts to out-of-town athletic events.

The School recognizes that the primary duty of the Police Chief and the City Police Department is to serve the City of Tomball and that the provision of the officers and/or manned vehicles shall be governed by the terms of this Agreement; **NOW THEREFORE,**

Section 1.0. The recitations stated above are true and correct.

Section 2.0. Consideration and Term. For and in consideration of the mutual promises, covenants, obligations, and benefits to the City and the School, the parties agree and contract is provided below in this Agreement. This Agreement shall remain in effect for the 2018-2019 school year, and it shall be renewed automatically, from school year to school year, unless terminated by either party in accordance with the provisions of Section 8.0, "Termination", of this Agreement.

ARTICLE I

OBLIGATIONS OF CITY

Section 3.0. Police Officer and Patrol Vehicle Services. The City will provide and assign police officers and/or patrol vehicles, to be operated by Tomball Regular and Part-time Police Officers only (the "*Vehicle* or *Vehicles*"), to the School for the performance of reasonable police services including, by way of illustration and not limitation, the following:

- 3.1. Traffic direction for football games or other school-sponsored events;
- 3.2. Traffic duty for the first day of school;
- 3.3. Escorts to out-of-town athletic events; and
- 3.4. Assistance with crowd control at school-sponsored events.

This Agreement will not obligate the School to pay additional compensation to the City for the customary or routine services of the Police Department, as such services are customarily provided to citizens, businesses, and governmental units within the City's jurisdiction, it being the intention of the parties to provide for situations in which additional services are requested and provided in accordance with the terms of this Agreement.

Section 4.0. Procedure. Prior to the need of officers and/or Vehicles by the School, the School shall contact the City of Tomball Chief of Police (the "*Chief*") and outline to the Chief the particular needs, services, and scheduling required. The Chief, or the Chiefs designee if the Chief is absent, shall assign Officers and/or Vehicles to the School for such duties.

Section 5.0. As Assigned. When Available: Control. Assignments will be made solely as and when available, and at the sole discretion of the Chief of Police. The parties acknowledge that in making Officer and Vehicle assignments the Chief and the Police Officers have a first and primary duty to perform police functions and services for the citizens of the City of Tomball, including cooperative efforts with other jurisdictions, and in the event of the occurrence of any public disaster, major crime, riot, or such other paramount public need as may arise (as determined by the Chief of Police or the Chiefs designee), then the police will be obligated to first devote their efforts and equipment to those needs, rather than in connection with this Agreement with the School.

This Agreement is not intended, nor shall it be construed, to obligate the City of Tomball or its Police Department in any manner whatsoever; it is intended to set out the terms and conditions for the assignment of Officers and Vehicles operated by the City Police Officers in accordance with this Agreement.

The Officers and the Vehicles assigned in accordance with this Agreement shall perform the duties as assigned by the School subject to the control and supervision of the

Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this Agreement.

Section 6.0. Vehicle charges: Payments for Officers' Services.

6.1. Vehicle Charges. The School will pay for actual mileage, computed from the time a Vehicle leaves the Police Department through its return to the Police Department. The rate shall be computed at the then current mileage rate allowed under IRS regulations. Actual mileage information shall be kept by the Police Officer(s) in written record form and submitted to the Chief of Police who shall approve it and then forward the information on the City's Chief Financial Officer.

6.2. Regular Police Officers. Time or hours worked by Regular Police Officers who perform services under this Agreement for the School as an extra job shall be submitted by the Police Officer(s) in written form to the Chief of Police. After approval, the Chief shall forward the charges to the School, and the School will pay for those services directly to the individual Officers who worked those extra jobs for the School.

It is the intent of this Agreement that Regular Police Officers contract directly with the School in connection with these extra jobs.

6.3. Part-time Police Officers. Part-time Police Officers who perform services under this Agreement are performing contract services for the School, through the City, at a rate of \$37.50 per hour with a four (4) hour minimum. Special Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The school will reimburse the City at the same rate. The Chief of Police will submit records of the work performed to the Chief Financial Officer for billing.

6.4. Regular/Full Time Police Officers. Regular/ Full-Time Police Officers who perform services under this Agreement are performing contract services for the School, at a rate of \$37.50 per hour with a four (4) hour minimum. Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The school will pay the officer directly.

6.5. Statement of Charges: Disputes. A statement of charges due for mileage and Part-time Officer work will be sent to the School District by the Chief Financial Officer. The statements may be prepared on a monthly or quarterly basis. All statements of charges will be delivered or sent by regular mail to the School and will be due upon receipt. Charges shall be paid no later than thirty (30) days from the date of the statement.

All questions or disputes regarding charges under this Contract may be resolved between the Chief Financial Officer of the City, the Chief of Police, and the Chief Financial Officer of the School, with a written report of the resolution to be made a part of the record. Upon request to the City's Chief Financial Officer, the School or its representatives may inspect and review the city's documentation supporting any statement at any time during the City's regular business hours.

Section 7.0. Insurance: Responsibility. It is expressly understood and agreed that the City and the School shall each provide insurance coverage for their respective personnel, agents, representatives, and equipment in connection with this Agreement. Further, each party shall be responsible for the actions of its respective personnel, agents, representatives, and equipment, in accordance with State and federal laws.

This provision is to delineate the continued, independent operations of the City and the School as separate political subdivisions, and it is not intended, nor shall it be construed, to create any right, benefit, entitlement, or third-party beneficiary relationship with any person or entity.

Section 8.0. Termination. This Agreement may be terminated at any time by either party by giving at least thirty (30) days advance written notice to the other party. The termination notice shall specify the effective date of the termination, which shall in no event be more than sixty (60) days after the date the termination notice is given. This Agreement may be terminated immediately if the School defaults in the payment of mileage charges; provided, however, such termination will not prejudice the City's right to payment of any outstanding charges or the obligation of the School to pay them.

Section 9.0. Notice. Any notice which is permitted or required to be given under this Agreement shall be given in writing, sent by registered or certified mail, addressed to the respective parties as follows:

Chief of Police
City of Tomball
400 Fannin Street
Tomball, Texas 77375

Assistant Superintendent for Administrative Services
Tomball Independent School District
310 South Cherry Street
Tomball, Texas 77375

Notice shall be deemed given to either party upon delivery or deposit of the notice in the U.S. mail.

Section 10.0. General.

10.1. This Agreement is the sole agreement between the parties. There are no other agreements between the parties, nor will any purported agreement, oral or in writing, be given effect. This Agreement may be amended by the authorized execution of an amending document executed in the same manner and with the same formalities as this Agreement.

10.2. This Agreement shall be construed and governed by the laws of the State of Texas, and enforced in Harris County, Texas.

10.3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Agreement or the application of the same shall for any reason be adjudged invalid or held unconstitutional by a court of competent Jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or Any part or provision hereof other than the part declared to be invalid or unconstitutional.

10.4. This Agreement may not be assigned by either party.

Executed in multiple, original counterparts, each of which shall be considered an original

Agreement for all purposes, effective the ____ day of _____ 2019.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

Tomball Independent School District

ATTEST:

By:
Steven Gutierrez
Assistant Superintendent

By:
Gretchen Fagan
Mayor

By:
Martha Salazar-Zamora
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 15, 2019

Topic:

Award Contract for Project No. 2019-03, City of Tomball Utility Extension, for Completion of Utility Extension along E. Hufsmith Road, to DL Glover, Inc. in the amount of \$237,430.00

Background:

In an effort to obtain the most favorable pricing, sealed bids were solicited for the completion of a utility extension along E. Hufsmith Road for water, sewer and gas. Bid packets were available electronically and a total of 20 vendors received the specifications; a total of two (2) bids were received.

The lowest, responsible bidder was determined to be DL Glover, Inc for an amount of \$237,430.00; of this total amount \$111,580.00 will be reimbursed through a development agreement with Tomball Grand Junction, LLC and Tomball Timber Trails, LLC.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding contract to DL Glover, Inc.

Funding:

Yes

Account Number:400-613-6409

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

Bid Tabulation

Bid Number 2019-03 - City of Tomball Utility Extension**Bid Tabulation****Company: DL Glover****Address: 24460 Needham Road, Porter, Texas 77365**

Addendum Acknowledged	Bid Bond Submitted	Base Bid	Alternate Bid	Total Bid
Yes	Yes	\$88,050.00	\$149,380.00	\$237,430.00

Company: Aranda Industries**Address: 4206 Northwind Lane, Houston, Texas 77014**

Addendum Acknowledged	Bid Bond Submitted	Base Bid	Alternate Bid	Total Bid
Yes	Yes	\$228,000.00	\$205,200.00	\$433,200.00

Bids exclude submitted pricing for installation of gas line

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 15, 2019

Topic:

Authorize the City Manager to Enter into Negotiations with Costello for Engineering Services for the Lizzie Lane and Persimmon CDBG-DR Drainage Improvements Project

Background:

Funds from the United States Department of Housing and Urban Development, through the Community Development Block Grant Program (CDBG) have been awarded to the City for the improvement and restoration of infrastructure caused by the Floods of 2016. The City of Tomball has received an 80 / 20 matching funds to provide drainage improvements for the area of Lizzie Lane and S. Persimmon Roads. Following the guidelines and requirements of the grant funds, a request for qualifications (RFQ) was advertised and 12 engineering firms requested the RFQ requirements. An internal staff initially scored all of the RFQs and did a panel interview of the two finalists. A follow up teleconference was conducted with the two finalists as well. Staff recommends entering into contract negotiations with Costello for the engineering services for this project.

Origination:

PW

Recommendation:

Approve

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

David Esquivel

ACTION TAKEN

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

RFQ

RFQ holders list



City of Tomball

RFQ Number: 2019-06

Request for Qualifications (RFQ) for Professional Engineering Services

Due: June 19, 2019 at 2:00 PM

Gretchen Fagan
MAYOR

Robert S. Hauck
David Esquivel, PE
Doris Speer
Glenn Windsor
Beth Jones, PE

City Manager
Assistant City Manager
City Secretary
Finance Director
Public Works Director

**City of Tomball RFQ Number 2019-06
Request for Qualifications (RFQ) for
Professional Engineering Services**

Responses due by June 19, 2019, No Later Than 2:00 pm

Introduction:

The City of Tomball is seeking Request for Qualifications from Professional Engineering firms with plans to contract with one (1) firm provide engineering services for a Storm Drainage Improvement Project. The City is seeking Statement of Qualifications from experienced civil engineering firms whose combination of resources, professional experience and expertise will provide capable and timely professional services to the City of Tomball.

The City of Tomball is always conscious and extremely appreciative of the respondent's efforts and time investment in the preparation of submittal information. The City will receive Qualification Statements until 2:00 PM on June 19, 2019 to the attention of the Project Coordinator to the address below:

City of Tomball
Meagan Mageo, Project Coordinator
501 James Street
Tomball, Texas 77375

I. Purpose and Project Overview:

The purpose of this Request for Qualifications is to obtain information about professional engineering consulting firms interesting in providing technical and advisory engineering services to the City of Tomball in order to provide design, writing of bid specification documents, submittal review, and construction inspections for storm water drainage improvements to reduce flooding impacts. The City is seeking firms with a broad experience in providing construction services, engineering, and design and construction supervision. All activities must be performed in strict accordance with the applicable federal and state regulations. The information obtained will be utilized by the City of Tomball to evaluate each interested firm by utilizing the criteria outlined in this Request for Qualifications (RFQ).

The City anticipates selecting firm to provide professional engineering services through a Professional Services Agreement for a storm drainage improvement project of approximately 4,000 linear feet; improvements may include closed and open systems. The City of Tomball reserves the right, upon successful completion of an executed agreement, to issue subsequent agreement to different firms for varying services if needed.

Directives under the agreement may include, but are not limited to, any one or combination of the following:

- Surveying
- Existing Conditions Analysis
- Design Standard & Alternative Analyses
- Watershed Planning
- Design of Best Management Practices and Storm water Control Measure
- Preliminary & Final Engineering Design
- Easement/ Plat Preparation
- Preparation of Reports and Construction Documents including, but not limited to, Plans, Specifications, Bid Tabulation, Recommendations, Cost Estimations and Construction oversight
- Bid Phase Services
- Technical Assistance and Advice as requested by the City
- Engineering Support in Construction Phase
- Geotechnical Services
- Public Involvement
- Utility Coordination
- Permitting Assistance, if needed

II. Project Information

The City of Tomball desires to complete storm water drainage improvements along South Persimmon and Lizzie Lane in accordance with requirements set forth in an award from General Land Office for a Community Development Block Grant as a result of the 2016 flood events.

The City currently has a master drainage plan that identifies the needs of the major drainage areas for the City and several projects are under construction based on the master plan. These projects provide the major outfalls for drainage however; the smaller, more localized drainage areas need projects to connect them to major outfalls.

This project will assist in providing a connection to a major outfall (M118) for the local drainage area of Lizzie Lane and South Persimmon. The local drainage area of Lizzie Lane does not have a developed outfall connection and this project will connect the drainage channel south of Lizzie Lane to the M118 drainage facilities thus alleviating the flooding incidents in the area.

The M118 drainage facilities consist of storm sewer, open channel and a detention pond. Currently the City and the local Economic Development Corporation are developing the design and acquiring the right-of-way necessary to extend a road (Medical Complex Drive) and related storm water drainage facilities that will be the connecting point for this project's access to detention facility. When completed, the local drainage area along Lizzie Lane will assist in the long-term recovery of the area by providing a drainage system that will perform under the current standards, protecting the restored housing in the area and creating additional residential development opportunities in the area. The project will also address the resiliency by providing the necessary drainage outfall and detention during future significant rain incidents.

The total project is approximately 4,000 linear feet and is depicted in Attachment A-1. Attachment B-2 shows the drainage delineation in the project area.

III. RFQ Schedule and Package Submission

Provided below is the anticipated schedule of events:

Advertisement of RFQ	Wednesday, May 29 th and June 5 th , 2019
Deadline for RFQ Inquires:	Wednesday, June 12, 2019 at 5:00 PM
Due Date & Time for Submittal:	Wednesday, June 19, 2019 at 2:00 PM
Proposal Evaluation:	June 24 – June 28, 2019
Interview of Firm Finalist:	July 1 – July 5, 2019
Selection Announcement:	July 8, 2019
Council Award:	July 15, 2019

Proposals shall be enclosed in a sealed envelope or package, addressed to the Project Coordinator. The name/ address of the firm and RFQ title shall be placed on the outside of the package. All items required for a responsive proposal shall be included. It is the sole responsibility of the proposer to ensure that the proposal package is received no later than the established due date and time at the proper location. Proposals received after the due date and time will not be considered. Proposals submitted by facsimile or other electronic means will not be accepted. **To avoid delivery-related complications, please consider submitting your Qualification Package at least an hour prior to the deadline.**

Submit/ Deliver to: City of Tomball
Project Coordinator
501 James Street
Tomball, Texas

Six (6) sealed copies of the proposal shall be submitted.

IV. Changes to the Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum, which shall be issued to all those who have obtained the RFQ by pick-up or email.

A prospective Proposer may request a change in the RFQ by submitting a request to the Project Coordinator. The request must specify in the provision of the RFQ in question, and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to or received by the City no later than June 5, 2019 at 2:00 PM.

The City will evaluation any request submitted, but reserves the right to determine whether to accept the request change. Changes accepted by the City shall be issued in the form of an addendum to the RFQ.

All addenda shall have the same binding effect as though contained in the main body of the RFQ. Oral instructions or information concerning the scope of work or project are not binding.

No addenda will be issued later than the date set above, except an addendum, if necessary, postponing the date for receipt of qualifications, withdrawing the invitation, modifying elements of the qualification packet resulting from a delayed process, or requesting additional information, clarification, or revisions of qualifications.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum (if issued) shall be acknowledged in writing as part of the submission packet.

V. Evaluation and Selection Criteria

Firms will be considered based on the following minimum qualifications being met:

- Firms must be properly registered with the Texas Board of Professional Engineers; and
- Firms must employ at least one (1) Full-Time Professional Engineer, registered with the State of Texas, in responsible charge of the anticipated work that may occur as a result of this solicitation.

All written, bound Statement of Qualifications submitted will be evaluated by an Evaluation Committee. The review of the SOQ will be based on the following selection criteria:

- a) (5 points) – Overall Presentation of the RFQ
- b) (25 points) – Past experience of the firm and team members on comparable projects
- c) (20 points) – Qualifications, certifications of firm and project team members
- d) (25 points) – Evaluations of other projects completed that are of similarity based on information and references
- e) (5 points) – Past project record, if any, with the City of Tomball
- f) (5 Points) – References
- g) (15 points) – Firm's understanding and approach to City project as identified in Tab 3

The award of any contract will be made to the firm, which in the opinion of the City staff and City Council is best qualified, based on the criteria listed above. The City will utilize an evaluation committee whose responsibilities will include performing independent, technical evaluations of each proposal and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each SOQ. Interviews with individual firms may be held at the discretion of the evaluation committee. The City may obtain clarifications or additional information with any firm in regards to their submission.

The City reserves the sole right to select the most qualified firm or firms on the basis of the best overall proposal deemed most beneficial and advantageous to the City.

Firms submitting qualifications will be notified of the selection results. Final recommendation of any selected firm(s) is subject to the approval of the City of Tomball City Council.

VI. Selection Process

The evaluation committee will evaluate and rank each respondent's experience, technical competence, capability to perform, past performance of the respondent's team and member of the team, and other appropriate factors submitted. Cost-related or price-related evaluation factors will not be considered. Each respondent must certify that each engineer listed was selected based on demonstrated competence and qualifications in the manner provided by Sections 2254.003 and 2254.004, Government Code. The City shall review the written responses and rank Respondents on demonstrated competence, qualifications, and responsiveness to the RFQ.

- i. Section 2254.003 of the Government Code States:
"Sec. 2254.003. SELECTION OF PROVIDER; FEES.
(a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
 - 1. on the basis of demonstrated competence and qualifications to perform the services; and
 - 2. for a fair and reasonable price.(b) The professional fees under the contract may not exceed any maximum provided by law."
- ii. Section 2254.004 of the Government Code States:
"Sec. 2254.004. CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR
(a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:
 - 1. first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
 - 2. then attempt to negotiate with that provider a contract at a fair and reasonable price.(b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:
 - 1. formally end negotiations with that provider;
 - 2. select the next most highly qualified provider; and
 - 3. attempt to negotiate a contract with that provider at a fair and reasonable price.(c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into."
- iii. The licensed Engineer member(s) of the firm will have full responsibility for complying with all legal requirements, including those of Chapter 1001, Subtitle A of the Texas Occupations Code (Regulations of Engineering and Related Practices).
- iv. CONTRACTS – One contract will be awarded for the projected identified in the RFQ two-year period following the approval date for an option with an extension as needed to comply with the General Land Office Grant.
- v. The City may request additional information regarding demonstrated competence and qualifications, the feasibility of implementing projects as proposed, the ability of

- the respondent to meet schedules, or other factors as appropriate.
- vi. The successful Respondent(s) will enter into a Professional Services Agreement with the City. Work directives will include the scope of services for the specific project and agreed upon compensation amount. If agreement of the scope of services and compensation cannot be reached, negotiations with the firm shall cease and the City will open negotiations with the next ranked firm.
 - vii. Upon execution of an Agreement, the Engineering Firm must show the ability to provide the City with any required insurance and/or bonding.

VII. Respondent's Acceptance of Evaluation Methodology

Waiver of Claims: Each respondent by submission of a response to this RFQ waives any claims it has or may have against the City or its consulting engineers, and their respective employees, officers, members, directors and partners that are connected with or arising out of this RFQ, including the administration of the RFQ, the RFQ evaluation, and the selection of qualified Respondents to receive a Request for Qualifications. Submissions of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the City during the determination of qualifications. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives and claim it has or may have, due to information contained in such evaluations.

VIII. Right to Reject

Submission of a sealed proposal indicates acceptance of the individual and/or firm of the conditions contained in the request for qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

Upon considerations of the proposals, the City of Tomball reserves the right to accept or to reject any proposal, to waive technicalities and to make any investigation deemed necessary concerning the bidder's ability to provide the services required and covered by the scope of work, and to accept what in their judgement is the most advantageous proposal.

The City reserves the right to waive any and all formalities contained within this request for proposal except for the deadline for filing.

Proposals received late will not be considered and will be returned, unopened, to the submitting individual and/or firm.

At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves to the right to retain all proposals submitted.

IX. Response Format

Interested firms must submit eight (8) bound proposals, and (1) USB-drive containing a digital copy of the complete proposal package in PDF format. Please begin the file name of the PDF copy with the Proposer's firm name.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the SOQ's be organized in the manner specified below. Proposals are limited to a maximum of thirty (30) single-sided numbered pages. Required forms, resumes, tabs/ dividers, and coversheet do not count toward the page limit.

Proposals shall be printed on 8-1/2" x 11" paper; although pages containing organizational charts, matrices, or large diagrams may be printed on larger paper in order to preserve legibility. Type size shall be no smaller than 11 point for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility. Submissions that do not conform to the requirements listed herein may be removed from consideration at the sole discretion of the City of Tomball.

X. Response Content

Responses shall be arranged as follows:

1. Coversheet: General Information
Show the RFQ Title, the name of the firm, address, telephone number(s), name of contact person, and date.
2. Table of Contents
Clearly identify the materials by section and page number
3. Letter of Transmittal
 - A. Briefly state the firm's understanding of the services to be performed and make a solid commitment to provide the services as specified .
 - B. Give the name(s) of the person(s) authorized to make representations for the firm, their titles, address(es), and telephone number(s).
 - C. The letter must be signed by a corporation officer or other individual with the authority to bind the firm. The letter must also be signed by the project manager
4. Contents

Tab 1: Qualifications, certifications, and abilities of key staff identified in the SOQ package, as demonstrated by performance/ role in project of similar nature.

- A. Provide description of the Company, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters. Identify the name and title of the person authorized to enter to the agreement with City.
- B. Describe the firm's interest in this RFQ and the unique advantage the firm and team brings to the City.
- C. Provide an organizational chart which clearly identifies the key members of the project team. Sub-consultants, if any, should be included. **Specifically identify the individual(s) who will serve as project manager(s).** Provide the following information for the project manager(s) and key team members:
 - Name, title, and licensures/ certifications;
 - Office address;
 - Phone number;
 - Email;
 - Project responsibilities;

- Role in and name of similar past projects; and
 - Name of company employing project manager for each past project listed.
- D. Resumes may be submitted for each proposed key team member. Resumes will not be counted towards the page limit.
- E. State any possible conflicts of interest your firm or any key team member may have with performing work for the City of Tomball.

Tab 2: Experience of the firm providing similar services for similar projects.

- A. List a maximum of (5) relevant, similar projects, either currently in progress or having been completed **in the past five (5) years**, including any projects with the City, containing work demonstrating the skills and abilities of the key team members and the use of the modeling techniques, as follows:
- List only projects involving the key team members or subcontractors proposed for anticipated work.
 - List projects in order by date with newest projects listed first and include the following:
 - Brief project description;
 - Owner's representative having knowledge of the firm's work, include the contact name, phone, email, address;
 - Provide the initial award of contract amount, the final contract amount (include any and all change orders) and the total time period to complete the work. **Note whether contract work was completed on time and/or within budget.**
 - Name of key team member(s) involved; including any changes to the project team and/or key team member(s) after project initiation, and if the key team member(s) completed the project. Include the project's current status if it is not yet completed. If experience for a key team member is listed from a previous employer, fully disclose with what firm the work was performed.
 - A list highlighting those skills demonstrated by key team member(s).
 - Discuss the methods, approach and controls used on the project in order to complete the project in an effective, timely, economical and professional manner. If services included construction drawings, discuss the percentage that the engineer's opinion of probable construction cost was within the bid award amount and final construction amount. Include an explanation for any differentials greater than 10%.

Tab 3: Engineering Firm's approach to providing quality services for storm water projects

- A. Discuss the firm's understanding of the objectives of the anticipated work and describe the proposed project approach to deliver the Services in an effective, timely and professional manner. Outline the project plans, structure and services to be provided and how and when these services shall typically be provided. This description should fully and completely demonstrate the firm's intended methods for servicing the requirements of

all aspects of all types of projects set forth herein.

- B. Describe the firm's project management and quality control procedures.
- C. Describe the teams approach to addressing constructability of and providing opinions of probable cost for projects designed by the firm.
- D. Describe any support needed from City staff in order to execute the Services.

Tab 4: Depth of Team, Firm's office proximity to Tomball and ability to respond to routine project meeting and urgent requests

- A. Discuss the team's ability to handle multiple concurrent projects in terms of resources including equipment, staff availability, and scheduling capacity.
- B. Discuss the team's ability to respond to routine project meeting and/or urgent requests and provide a physical presence at the project site within the following time intervals: 1 hour; 4 hours and 1 day.

Tab 4: References, Financial Information, and any other pertinent information

- A. Firm must submit at a minimum three (3) references that are in similar nature to the scope of the identified project.
- B. Financial information that proves the firm's financial ability to undertake the project.
- C. Any pertinent information the firm would like considered in their proposal highlighting their firm.

XI. Representations, Conditions and other Submittal Requirements

1. Duties and obligations of Firms in the RFQ Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of the RFQ before submitting a response. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, error or incontinency.

2. Addenda

In order to clarify or modify any part of this RFQ, addenda may be issued and sent to all firms requesting an RFQ.

Any requests for information or clarification shall be submitted in writing to the contacts listed on the RFQ by the deadline for questions.

3. No collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFQ, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this RFQ, and is without collision or fraud. Furthermore, the firm certifies that neither it, any of its affiliates, or subcontractors, nor employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, or has a conflict of interest with an officer or employee of the City on connection with this RFQ.

4. Public Records

Upon receipt by the City, each response becomes the property of the City and is considered a public record. Responses will be reviewed by the City's evaluation committee.

5. Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any firm responding to this RFQ. Firms submitting a response agree that the submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for costs and expense associated with preparing and submitting a response. Each firm shall hold the City harmless and free from any liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFQ.

6. Advertising

In submitting an RFQ, respondent agrees not to use the results therefrom as part of any commercial advertising without prior written approval from the City of Tomball.

7. Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm may be required to provide certificates of insurance evidencing coverage for professional liability in the minimum amount of \$1,000,000; auto liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by Texas statutes.

8. Ownership of work products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any agreement under this RFQ (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy and the Intellectual Property to the extent necessary to perform the work in the agreement.

9. City Rights and Reservations

The City anticipates to select one firm, but reserves the right to request substitutions of any team member, including key staff and subcontractors. The City reserves the right to contract any firm/ team for any additional information including, but not limited to, experience, qualifications, abilities, resources, facilities, and financial standing. The City reserves the right to modify any part of this RFQ as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFQ, to cancel the RFQ, to re-advertise for new RFQ response either with identical or revised specifications, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFQ shall not be constituted as an agreement.

The City of Tomball reserves the sole right to award an agreement to the most qualified firm on the basis of the overall response deemed to be the most advantageous to the City.

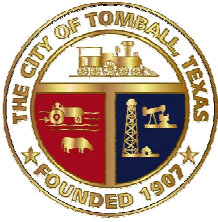
10. Professional Services Agreement

The contents of this RFQ and all provisions of the successful response deemed responsive by the City of Tomball may be incorporated, either in whole or in part, into a Professional Services Agreement and become legally binding when approved and executed by both parties.

The Engineer shall perform profession, on-call, general municipal engineering services for the identified project in the City of Tomball. The aforementioned services shall be performed in a prompt and professional manner and in accordance with the standards of the profession.

All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager, Director of Public Works or designee within the time periods allocated, as mutually agreed upon at the beginning of the assignment. The project shall be performed pursuant to the agreed upon budget, unless changes are discussed between the firm and City staff; the firm shall prepare a detailed scope of work, a payment schedule, and a schedule for deliverables for review and approval by City Management.

End.



**City of Tomball
Public Works Department**

501 James St
Tomball, Texas 77375

RFQ Opening Date: June 19, 2019 at 2:00 PM CST

RFQ Number 2019-06; RFQ for Professional Engineering Services

Packet Request – Consultant List

Name	Company	Address	Email Address	Phone Number
Amber Hurd, PE	Cobb Fendley	16610 IH 45 Suite 250, Conroe, TX 77384	ahurd@cobbfendley.com	936-224-7114
Ryan Nokelby	HDR Engineering		Ryan.nokelby@hdrinc.com	409-771-4962
Jennifer Peck	Aviles Engineering		jpeck@avilesengineering.com	713-895-7645
Afshin (Sean) Zadeh, PE	Murillo Company	10325 Landsbury Drive, Suite 400, Houston, TX 77099	azadeh@murillocompany.com	281-933-9702
Kyle Bertrand, PE	Gunda Corporation		kbertrand@gundacorp.com	
Alan Hutson, PE	Freese & Nichols		ach@freese.com	
Tony Sartori	Halff Associates		tsartori@halff.com	713-249-9375
Erica Hall	HR Green Engineers		ehall@hrgreen.com	713-338-8022
Walter Smith	Pape-Dawson Engineers	990 Village Square Drive Ste P, Tomball, TX 77375	wsmith@pape-dawson.com	281-655-0634
Dee Randell	Raba Kistner		drandell@rkci.com	713-996-8990
Mary Matthew	Amani Engineering		mmathew@amaniengineering.com	713-270-5700
Joey	Bleyl Engineer		jhensley@bleylengineering.com	281-744-0223