

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



MONDAY, FEBRUARY 19, 2018

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, February 19, 2018 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Dustin Reitzel, Pastor for the Woodlands Church Northpointe Campus, Tomball

3.0 Pledges to U.S. and Texas Flags

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

5.0 Presentations:

- Proclamation – ***“Corey Brennan – Tomball’s 2018 Local Hero” Day***

6.0 Reports and Announcements

- **February 20, 2018 – Trail Ride Reception** – 12 Noon at the Depot
- **March 10, 2018 – 2nd Saturday at the Depot**
- **April 4-5, 2018 – Shattered Lives Event** – Tomball High School
- **April 14, 2018 – 2nd Saturday at the Depot**
- **April 28, 2018 – Lions Club Car Show at Lone Star College-Tomball**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending December 31, 2017. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On December 31, 2017, the City had total cash and cash equivalents in the amount of \$68,614,155.

7.0 Approve the Minutes of the February 5, 2018 Regular Tomball City Council Meeting

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2018-08, an Ordinance of the City of Tomball, Texas, Finding and Determining that the Public Convenience and Necessity No Longer Require the Continued Existence of a Certain Portion of a City of Tomball Utility Easement across a Certain 0.007 Acre Tract of Land Being Out of and a Part of the John M. Hooper Survey, A-375, Tomball, Harris County, Texas and Being out of the Partial Replat of Tomball Marketplace, Lot 2, the Map of Which is Recorded in Film Code No. 639076 of the Map Records of Harris County, Texas, Located in the City of Tomball, Texas; Vacating, Abandoning, and Closing Said Portion of Such City of Tomball Utility Easement; Authorizing the City Manager to Execute and the City Secretary to Attest a Quitclaim Deed Quitclaiming the City's Interest in Said Abandoned Easement; and Containing Other Provisions Relating to the Subject

9.0 New Business:

- 9.1 Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments Against Section Two Properties in the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision) Established by City Council Resolution No. 2007-22
- 9.2 Adopt, on First Reading, Ordinance No. 2018-07, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Two Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto
- 9.3 Presentation by the Texas Railroad Heritage Museum at Tomball Board of Directors
- 9.4 Consideration and possible action to approve, as a Project of the Tomball

Economic Development Corporation, an agreement with Motion Machinery, Ltd, to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion and development of its current facility located at 909 E. Main Street, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$10,584.00.

- 9.5 Update regarding Improvements to the City Parks of Martin Luther King Park, Juergens Park, Matheson Park, Wayne Stovall Park, Broussard Park, Depot Plaza, and to the Theis Attaway Nature Center.
- 9.6 Reject Bids Received for Project No. 2018-09, Four (4) Fleet Replacement Vehicles, and Award BuyBoard Contract to Caldwell Country
- 9.7 Consideration To Approve **Zoning Case P18-004**: Request By Ahmad Adnan Aslam To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Rezoning Approximately 0.32 Acres Of Land Legally Described As Lots 11 & 12 Block 6 Main Street-Tomball, Harris County, Texas, Generally Located At The Southeast Corner Of Barbara Street And Lawrence Street, From The Single-Family 6 District To The Old Town & Mixed Use District.
- Conduct Public Hearing On **Zoning Case P18-004**
 - Adopt, on First Reading, Ordinance 2018-09, 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 0.32 Acres of Land, Legally Described Lots 11 & 12 Block 6 Main Street – Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town And Mixed Use District; Said Property Being Generally Located at the Southeast Corner of Barbara Street and Lawrence Street; 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.
- 9.8 Consideration To Approve **Zoning Case P18-008**: Request By Daniel & Rebecca Morgan To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Rezoning Approximately 1 Acre Of Land Legally Described As Lots 7, 8, 9 & 10 Block 8 Main Street Addition And Tract 11A, 11B, 12A & 12B Block 8, Part Of Lots 11 & 12 Main Street Tomball, Harris County, Texas, Generally Located On The East Side Of Raymond Street, Between Barbara Street And Alma Street, From The Single-Family 6 District To The Old Town & Mixed Use District.
- Conduct Public Hearing on **Zoning Case P18-008**
 - Adopt, on First Reading, Ordinance No. 2018-10, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 1 Acre of Land, Legally Described Lots 7, 8, 9 & 10 Block 8 Main Street Addition and Tract 11a, 11b, 12a & 12b Block 8, Part of Lots 11 & 12 Main Street - Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town and Mixed Use District; Said Property Being Generally Located on the East Side of Raymond Street, between Barbara Street and Alma Street; 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.

- 9.9 Adopt, on First Reading, Ordinance No. 2018-11, an Ordinance Altering the *Prima Facie* Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, or Parts Thereof, within the Corporate Limits of the City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance
- 9.10 Approve Execution of an Engineering Contract with Gunda Corporation for the Design of 2018 Sidewalk Project for Installation of New Sidewalks along Various Roads within the City (Commerce Street, N. Walnut Street, Market Street, Johnson Road and Theis Lane), in the Amount of \$114,606.00
- 9.11 Authorize the City Manager to Execute an Interlocal Agreement with Harris County for the Acquisition and Use of Additional Grace Electronic Accountability Equipment
- 9.12 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager
 - Sec. 551.071 - Consultation with Attorney regarding Cause No. 201777979; City of Tomball, Texas v. 20.Nine.20 Offroad and Performance, LLC., in the 334th Judicial District Court in and for Harris County, Texas; and
 - Sec. 551.071 - Consultation with Attorney regarding a Matter in which the Duty of the Attorney is Required to be Held in Closed, Executive Session.
- 9.13 Consideration and Possible Action regarding Settlement in Cause No. 201777979; City of Tomball, Texas v. 20.Nine.20 Offroad and Performance, LLC., in the 334th Judicial District Court in and for Harris County, Texas
- 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 15th day of February 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 19, 2018

Topic:

- Led by Pastor Dustin Reitzel, Pastor for the Woodlands Church Northpointe Campus, Tomball

Background:

Origination:

Recommendation:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 19, 2018

Topic:

- Proclamation – *“Corey Brennan – Tomball’s 2018 Local Hero” Day*

Background:

Origination:

Mayor Fagan

Recommendation:

N/A

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

City Secretary

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

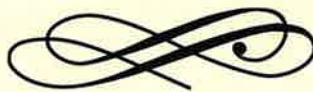
ATTACHMENTS:

“Corey Brennan – Tomball’s 2018 Local Hero” Day

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** **Corey Brennan** is a Junior at **Tomball High School** and is employed at Regal Cinemas 19, located on State Highway 249 at Northpointe; and
- WHEREAS,** on Saturday, January 20, 2018, **Corey** was assigned to the box office at Regal Cinemas 19, when he heard a coworker call for help and for someone to call 911; and
- WHEREAS,** **Corey** ran to assist his coworker and found that a gentleman had stopped breathing while sitting with his family in the restaurant area of the theater; and
- WHEREAS,** **Corey** immediately began administering CPR, by starting chest compressions and continuing until EMS arrived, established an IV line and set up the mechanical CPR device, following which the patient's heartbeat was restored; and
- WHEREAS,** **Corey**, who is a junior firefighter with the **Tomball Fire Department** and an athletic trainer for **Tomball High School**, is considering going into EMT/Firefighting after graduation, and was definitely "in the right place at the right time"; and
- WHEREAS,** the City of Tomball, our community and citizens wish to recognize **Corey Brennan** for his generosity of spirit and willingness to take the actions necessary to save a life;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, on behalf of the Tomball City Council, do hereby proclaim **Monday, February 19, 2018** as:

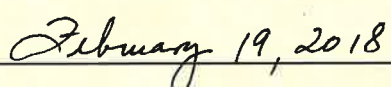
"COREY BRENNAN – TOMBALL'S 2018 LOCAL HERO" DAY



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



Attest: 

Date: 

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 19, 2018

Topic:

- **February 20, 2018 – *Trail Ride Reception*** – 12 Noon at the Depot
- March 10, 2018 – **2nd Saturday at the Depot**
- April 4-5, 2018 – **Shattered Lives Event** – Tomball High School
- April 14, 2018 – **2nd Saturday at the Depot**
- April 28, 2018 – **Lions Club Car Show at Lone Star College-Tomball**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending December 31, 2017. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On December 31, 2017, the City had total cash and cash equivalents in the amount of \$68,614,155.

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

2018 Sam Houston Trail Ride Reception
Quarterly Investment Report for Period Ending December 31, 2017

HOVVO!

It's Rodeo time and
the Sam Houston trail riders
are headin' our way.

THE ANNUAL TRAIL RIDE RECEPTION

February 20th

Historic Tomball Depot

201 South Elm Street

High-noon 'til 2 p.m.

There'll be free grub too!

Call 281-351-5484 for information

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CITY OF TOMBALL PORTFOLIO DIVERSIFICATION December 31, 2017

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 1,883,223	2.74%
Investment Pools	64,109,831	93.44%
Checking and Cash on hand	2,621,101	3.82%
Total Portfolio	<u>\$ 68,614,155</u>	

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

Diversification By Type

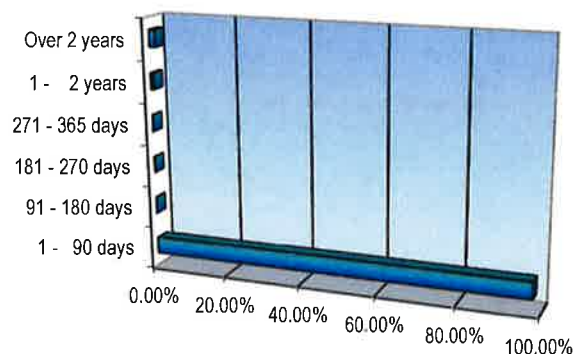
■ Securities
■ Investment Pools
■ Checking and Cash on hand



By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 67,111,270	97.81%
91 - 180 days	-	-
181 - 270 days	-	-
271 - 365 days	-	-
1 - 2 years	496,100	0.72%
Over 2 years	1,006,785	1.47%
Total Portfolio	<u>\$ 68,614,155</u>	

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
December 31, 2017**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	1,924,294	1,895,825	0.9852	1.248%	1.31%
Purchases	-	-			
Maturities	-	-			
Change in value	-	(12,602)			
Sales					
End of period	1,924,294	1,883,223	0.9787	1.248%	1.76%

Total Accrued Interest at end of period: \$ 10,637

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is **611** 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 DECEMBER 31, 2017**

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 12/31/17	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT
1) Kansas St. Dev. Fin. Auth. Revenue- 2.608%	485429Y32	A+	04/15/2020	1.300%	501,375	836	26.623%	222.57
2) Federal Farm Credit Bank- 1.25%	3133EFV38	AA+	03/29/2019	1.250%	496,100	453	26.343%	119.33
3) Boerne, TX- 2.00%	097041LE5	AA	03/01/2018	0.840%	380,338	60	20.196%	12.12
4) Denton TX ISD- 2.50%	249002AS5	AAA	08/15/2020	1.600%	505,410	958	26.838%	257.10
TOTALS				1.248%	1,883,223	577	100.000%	611.13

CITY OF TOMBALL CASH AND CASH EQUIVALENTS FOR QUARTER ENDING December 31, 2017

FUNDS		CASH AND CASH EQUIVALENTS					INVESTMENTS			TOTAL CASH, CASH EQUIVALENTS
MAJOR FUNDS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES	TOTAL INVESTMENTS	INVESTMENTS		
General	\$ 2,574,846	\$ 7,873,863	\$ 579,551	\$ 1,798	\$ 11,030,058	\$ 501,375	\$ 501,375	\$ 11,531,433		
Debt Service	\$ 964,812	\$ 2,793,486	\$ 734,184	\$ -	\$ 4,492,482	\$ 885,748	\$ 885,748	\$ 5,378,230		
Enterprise	\$ 2,743,840	\$ 2,911,111	\$ 478,131	\$ 600	\$ 6,133,682	\$ 496,100	\$ 496,100	\$ 6,629,782		
OTHER FUNDS										
Special Revenue	\$ 77,245	\$ 14,288	\$ 7,536	\$ -	\$ 99,069	\$ -	\$ -	\$ 99,069		
Housing Trust	\$ -	\$ -	\$ 3	\$ -	\$ 3	\$ -	\$ -	\$ 3		
Municipal Court Building Security	\$ 102,994	\$ 111,245	\$ 9,470	\$ -	\$ 223,709	\$ -	\$ -	\$ 223,709		
Municipal Court Technology	\$ 61,796	\$ 146,708	\$ 25,598	\$ -	\$ 234,102	\$ -	\$ -	\$ 234,102		
Hotel Occupancy Tax	\$ 102,994	\$ 297,927	\$ 80,804	\$ -	\$ 481,725	\$ -	\$ -	\$ 481,725		
Red Light Camera Program	\$ -	\$ 356,955	\$ 249,964	\$ -	\$ 606,919	\$ -	\$ -	\$ 606,919		
Disaster Preparedness	\$ -	\$ -	\$ (236,730)	\$ -	\$ (236,730)	\$ -	\$ -	\$ (236,730)		
Tomball "Fun Runs"	\$ -	\$ 5,002	\$ 5,025	\$ -	\$ 10,027	\$ -	\$ -	\$ 10,027		
General Capital Projects	\$ 51,497	\$ 35,965,423	\$ 321,003	\$ -	\$ 36,337,923	\$ -	\$ -	\$ 36,337,923		
Business Park	\$ -	\$ 935,943	\$ -	\$ -	\$ 935,943	\$ -	\$ -	\$ 935,943		
Fleet Replacement	\$ 463,472	\$ 1,209,592	\$ 144,862	\$ -	\$ 1,817,926	\$ -	\$ -	\$ 1,817,926		
Water Capital Recovery	\$ 102,994	\$ 1,607,981	\$ 57,449	\$ -	\$ 1,768,424	\$ -	\$ -	\$ 1,768,424		
Sewer Capital Recovery	\$ 154,491	\$ 1,218,257	\$ 59,682	\$ -	\$ 1,432,430	\$ -	\$ -	\$ 1,432,430		
Health Insurance Trust	\$ -	\$ 1,235,729	\$ 102,171	\$ -	\$ 1,337,900	\$ -	\$ -	\$ 1,337,900		
Tomball Legacy Fund	\$ -	\$ 25,340	\$ -	\$ -	\$ 25,340	\$ -	\$ -	\$ 25,340		
TOTALS	\$ 7,400,981	\$ 56,708,850	\$ 2,618,703	\$ 2,398	\$ 66,730,932	\$ 1,883,223	\$ 1,883,223	\$ 68,614,155		

Regular City Council Agenda Item Data Sheet

Meeting Date: February 19, 2018

Topic:

Approve the Minutes of the February 5, 2018 Regular Tomball City Council Meeting

Background:

Origination:

City Secretary

Recommendation:

N/A

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

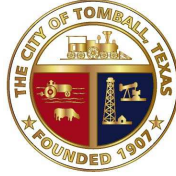
City Secretary

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

ATTACHMENTS:

Draft Minutes of the February 5, 2018 Regular Tomball City Council Meeting

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



**MONDAY, FEBRUARY 5, 2018
6:00 P.M.**

1.0 Call to Order

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

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – George Shackelford
Assistant City Manager – Rob Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Fire Chief – Randy Parr
Assistant Fire Chief – Jonathon Fontenot
Fire Marshal – Joe Sykora
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
HR Director – Lisa Coe
Director of Public Works – David Esquivel
Director of Community Development – Craig Meyers
City Engineer – Beth Jones
City Planner – Amelia Lindley
Assistant City Secretary – Tracy Garcia
Community Center Director – Rosalie Dillon
Executive Director-TEDC – Kelly Violette
Assistant Director-TEDEC – Tiffani Wooten
Police Officer-Investigations – David White

2.0 The invocation was led by Pastor Randy Johnson, Carrell Street Baptist Church, Tomball.

3.0 The pledges to the U. S. and Texas flags were led by Dylan Morgan, Tomball High School Student Council.

4.0 The following public comments were received:

Rob Greening - Invited City Council and audience to attend the
12202 Pine Shadows, 77362 Tomball Rotary Club Annual Fish Fry.

Dwight Mohle - Expressed his concerns regarding flooding in the
13203 Spring Hollow, 77375 Tomball area.

5.0 Presentations: Mayor Fagan presented plaque to Tracy Garcia for her completion of the Texas Registered Municipal Clerk Certification Program and to Doris Speer for her third recertification in the Texas Registered Municipal Clerk Certification Program.

6.0 Reports and Announcements:

- February 10, 2018 – **2nd Saturday at the Depot**
- February 16, 2018 – Last date to file Application for Place on Ballot
- February 20, 2018 – **Trailride Reception** – 12 Noon at the Depot
- Tomball Police Department Annual Data Capture Report (SB 1074)
- March 10, 2018 – **2nd Saturday at the Depot**
- April 4-5, 2018 – **Shattered Lives Event** – Tomball High School
- April 14, 2018 – **2nd Saturday at the Depot**
- April 28, 2018 – **Lions Club Car Show** – Lone Star College-Tomball
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Councilman Townsend advised that he will run for Council in the May 5, 2018 Election.

7.0 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the Minutes of the January 15, 2018 Regular Tomball City Council Meeting.

Motion carried unanimously.

8.0 Old Business:

8.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2018-04, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Amending Section 50-115(B)(2) by Requiring Refuse Areas to have a Gate that remains Closed at all Times Except when in Use and Adding Non-Conforming Language; Providing for Severability; Providing for a Penalty of an Amount Not

to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman 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.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-03R, 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 5.8588 Acres of Land, Legally Described Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, from the Agricultural District to the General Retail District; Said Property being Generally Located on the North Side of East Hufsmith Road at Hospital Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman 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.

- 8.3 Motion was made by Councilman Ford, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2018-06, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Lance Langenhoven to Operate a "Mini-Warehouse/Self Storage" Facility at 419 East Hufsmith Road; Said Property being Approximately 5.8588 Acres, and being Legally Described as Lot 61 Block 1 Abandoned Animal Rescue Replat, within the City of Tomball, Harris County, Texas, Generally Located on the North Side of East Hufsmith Road at Hospital Road; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; 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.

9.0 New Business:

- 9.1 Consideration to Approve **Zoning Case P17-0115**: Request by Robert Allen to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 76.01 acres of land legally described as a portion of Reserve “D” Reserve at Spring Lake – Section 2, within the City of Tomball, Harris County, Texas, generally located at the north end of Spring Lake Blvd., from the Agricultural District to the Single-Family 20 Estate District.

- Mayor Pro Tem Klein Quinn called the Public Hearing to order at 6:25 p.m. for **Zoning Case P17-0115**.

Millie Martin 13319 Spring Hollow, 77375	-	Did not wish to speak, but asked that her opposition to the proposed zoning change be read into the record.
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David Martin 13319 Spring Hollow, 77375	-	Expressed his opposition to the proposed zoning change.
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Sandy Maurer 13215 Spring Hollow, 77375	-	Did not wish to speak, but asked that her opposition to the proposed zoning change be read into the record.
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Ted Johnson 13214 Spring Hollow, 77375	-	Expressed his opposition to the proposed zoning change.
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Robert Maurer 13215 Spring Hollow, 77375	-	Expressed his opposition to the proposed zoning change.
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Dwight Mohle 13203 Spring Hollow, 77375	-	Expressed his opposition to the proposed zoning change.
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- | | | |
|---|---|--|
| Daniel Stadenwater
31411 Helen Lane, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Chuck Seeber
13202 Isbell, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Scott Howland
13106 Kimbrough, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Sherry Mohle
13203 Spring Hollow, 77375 | - | Did not wish to speak but asked that her opposition to the proposed zoning change be read into the record. |
| Bob Fontenot
31110 Ulrich, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Ken Coffman
13211 Mercer, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Eddie Sansom
13102 Kimbrough, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Raymond Stawaisz
31514 Helen, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Xavier Grostabussiat
13318 Wildwood, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Dave DiCamillo
31215 Ulrich, 77375 | - | Expressed his opposition to the proposed zoning change. |

Receiving no additional public comments, Mayor Pro Tem Klein Quinn closed the Public Hearing at 6:59 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2017-36 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. 2017-36, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Changing the Zoning District Classification of

Approximately 76.01 Acres of Land, Legally Described Reserve “D” Reserve At Spring Lake – Section Two, Within the City of Tomball, Harris County, Texas, from the Agricultural District to the Single-Family 20 Estate District; Said Property Being Generally Located at the North End of Spring Lake Boulevard; 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 to TABLE was made by Councilman Townsend, second by Councilman Stoll, to table consideration to adopt, on First Reading, Ordinance No. 2017-36, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Changing the Zoning District Classification of Approximately 76.01 Acres of Land, Legally Described Reserve “D” Reserve At Spring Lake – Section Two, Within the City of Tomball, Harris County, Texas, from the Agricultural District to the Single-Family 20 Estate District; Said Property Being Generally Located at the North End of Spring Lake Boulevard; 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, pending additional hydrology studies to show where runoff will go in order to prevent damage to other properties.
- Motion to AMEND motion to TABLE was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2017-36, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Changing the Zoning District Classification of Approximately 76.01 Acres of Land, Legally Described Reserve “D” Reserve At Spring Lake – Section Two, Within the City of Tomball, Harris County, Texas, from the Agricultural District to the Single-Family 20 Estate District; Said Property Being Generally Located at the North End of Spring Lake Boulevard; 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, pending additional hydrology studies to show where runoff will go in order to prevent damage to other properties, and to table consideration for 120 days or the nearest Council meeting to the 120-day deadline. Vote was as follows:

Councilman Ford

Aye

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

Motion to TABLE, as AMENDED, carried unanimously.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to read Ordinance No. 2018-08 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to abandon a City of Tomball Utility Easement and to adopt, on First Reading, Ordinance No. 2018-08, an Ordinance of the City of Tomball, Texas, Finding and Determining that the Public Convenience and Necessity No Longer Require the Continued Existence of a Certain Portion of a City of Tomball Utility Easement across a Certain 0.007 Acre Tract of Land Being Out of and a Part of the John M. Hooper Survey, A-375, Tomball, Harris County, Texas and Being out of the Partial Replat of Tomball Marketplace, Lot 2, the Map of Which is Recorded in Film Code No. 639076 of the Map Records of Harris County, Texas, Located in the City of Tomball, Texas; Vacating, Abandoning, and Closing Said Portion of Such City of Tomball Utility Easement; Authorizing the City Manager to Execute and the City Secretary to Attest a Quitclaim Deed Quitclaiming the City's Interest in Said Abandoned Easement; and Containing Other Provisions 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.

- 9.3 No action was taken regarding the request by Julia Blake for "Sundays in Tomball Arts & Crafts Market and Farm Stand."
- 9.4 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve request by The Tomball Rotary Club for City Support and In-Kind Services for the 49th Annual Fish Fry at the Tomball Depot, to be Held on Saturday, April 21, 2018, from 4:00 p.m. to 8:00 p.m.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Ford, second by Councilman Klein Quinn, to award Bid for RFP No. 2018-07, Soliciting Requests for Proposal (RFP) from Qualified Firms or Individuals to Act as Primary Vendor for the Sales of Beer and Wine at City Signature Festivals, to Cisco's Salsa Company. Vote was as follows:

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

Motion carried, 4 votes Aye, 1 vote Nay.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to award Contract for Project No. 2017-11 for the Installation of Steel Welded Water Line across the Bridge on Zion Road for the Water Line Extension Project 2017-10009 to WadeCon, LLC in the Amount of \$54,960.00.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Townsend, second by Councilman Stoll, to award Contract for Project No. 2018-08 for Improvements to the M121-00-00 Drainage Channel and Installation of Culverts at Theis Road Project 2003-10005 to Rebel Contractors, Inc. in the Amount of \$1,307,551.50.

Motion carried unanimously.

- 9.8 Motion was made by Councilman Klein Quinn, second by Councilman Stoll, to Extend Agreement between the City of Tomball and Redflex Traffic Systems for the Red Light Photo Enforcement Program for a One (1)-Year Period. Vote was as follows:

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

Motion carried, 3 votes Aye, 2 votes Nay.

- 9.9 No Action was taken following discussion regarding Councilmembers serving on the Tomball Economic Development Board

9.10 Executive Session: The City Council recessed at 8:44 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager
- Sec. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

Upon reconvening into regular session at 9:33 p.m., no action was taken.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 19th day of February 2018.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Adopt, on Second Reading, Ordinance No. 2018-08, an Ordinance of the City of Tomball, Texas, Finding and Determining that the Public Convenience and Necessity No Longer Require the Continued Existence of a Certain Portion of a City of Tomball Utility Easement across a Certain 0.007 Acre Tract of Land Being Out of and a Part of the John M. Hooper Survey, A-375, Tomball, Harris County, Texas and Being out of the Partial Replat of Tomball Marketplace, Lot 2, the Map of Which is Recorded in Film Code No. 639076 of the Map Records of Harris County, Texas, Located in the City of Tomball, Texas; Vacating, Abandoning, and Closing Said Portion of Such City of Tomball Utility Easement; Authorizing the City Manager to Execute and the City Secretary to Attest a Quitclaim Deed Quitclaiming the City's Interest in Said Abandoned Easement; and Containing Other Provisions Relating to the Subject

Background:

With the proposed construction of new retail space at Tomball Marketplace, it is necessary to abandon a portion of an existing 10' wide City of Tomball Utility Easement where the new building will be located. Community Development has no concerns with the proposed abandonment.

Origination:

Weingarten Realty

Recommendation:

Approval

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

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

Ordinance No. 2018-08

Map

ORDINANCE NO. 2018-08

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT THE PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF A CERTAIN PORTION OF A CITY OF TOMBALL UTILITY EASEMENT ACROSS A CERTAIN 0.007 ACRE TRACT OF LAND BEING OUT OF AND A PART OF THE JOHN M. HOOPER SURVEY, A-375, TOMBALL, HARRIS COUNTY, TEXAS AND BEING OUT OF THE PARTIAL REPLAT OF TOMBALL MARKETPLACE, LOT 2, THE MAP OF WHICH IS RECORDED IN FILM CODE NO. 639076 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, LOCATED IN THE CITY OF TOMBALL, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PORTION OF SUCH CITY OF TOMBALL UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY'S INTEREST IN SAID ABANDONED EASEMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City of Tomball, Texas ("City") owns a ten-foot (10') wide City of Tomball Utility Easement containing 0.007 acres of land being out of and a part of the John M. Hooper Survey, A-375, Tomball, Harris County, Texas and being out of and a part of the Partial Replat of Tomball Marketplace, Lot 2, the map of which is recorded under Film Code No. 639076 of the Map Records of Harris County, Texas and is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes ("Easement"); and

WHEREAS, the City Council of the City has determined that public necessity and convenience no longer require the existence of the Easement; and

WHEREAS, the City Council has determined that the Easement should be vacated, abandoned, and closed for the reason that it is no longer needed by the City; and

WHEREAS, the City Council desires to convey the Easement to the owner of the property on which the Easement exists; now, therefore,

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

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

Section 2. That the City Council of the City of Tomball, Texas, hereby finds and determines that the public convenience and necessity no longer require the continued existence of the Easement described in Section 3 hereof.

Section 3. That the portion of that certain City of Tomball Utility Easement dedicated to the public and containing 0.007 acres of land being out of and a part of the John M. Hooper Survey, A-375, Tomball, Harris County, Texas and being out of and a part of the Partial Replat of Tomball Marketplace, Lot 2, the map of which is recorded under Film Code No. 639076 of the Map Records of Harris County, Texas and is more particularly described in Exhibit "A", is hereby vacated, abandoned, and closed.

Section 4. That the City Manager is authorized to execute a quitclaim deed quitclaiming Easement described in Section 3 hereof to the owners of the property on which the Easement is located in exchange for the receipt of fair market value for the Easement.

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 5TH DAY OF FEBRUARY 2018.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19TH DAY OF
FEBRUARY 2018.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

QUITCLAIM DEED

Date: February __, 2018

Grantor: City of Tomball

Grantor's Mailing Address (including County):

401 Market Street
Tomball, Harris County, Texas 77375

Grantee: Weingarten Realty

Grantee's Address (including County):

14257 Farm Rd
Tomball, Harris County, Texas 77375

Consideration:

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

Property:

A certain tract or parcel containing 0.007 acre tract of land being out of and a part of the John M. Hooper Survey, A-375, Tomball, Harris County, Texas and being out of the Partial Replat of Tomball Marketplace, Lot 2, the map of which is recorded in film Code No. 639076 of the map records of Harris County, Texas, located In the City of Tomball, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title and interest in and to the property, to have and to hold it to Grantee and Grantee's successors or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

Grantee accepts the property in "AS IS" condition, subject to any environmental conditions that might have or still exist on said property and subject to the rights of any parties in possession of the property. When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the ____ day _____ 2018.

GRANTOR:

CITY OF TOMBALL, TEXAS

Gretchen Fagan, Mayor

ATTEST:

By: _____
Doris Speer, City Secretary

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gretchen Fagan, Mayor, City of Tomball, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2018.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

(SEAL)

My Commission Expires: _____

After Recording, Return To:

**Doris Speer
City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375**

Exhibit "A"

Property Description for Abandonment of 0.007-Acre of Utility Easement

Being a description of a 0.007-acre (308 Square Foot) tract of land situated in the John M. Hooper Survey, A-375, Harris County, Texas. Said 0.007-acre tract being out of the Partial Replat of Tomball Marketplace, Lot 2, as recorded under Film Code No. 639076 in the Harris County Map Records and being out of a called 10-foot wide City of Tomball Utility Easement (C.T.U.E.) as shown on the recorded partial replat of said Lot 2. Said 0.007-acre tract being more particularly described as follows, with the basis of bearings being Texas State Plane Coordinate System, South Central Zone 4204, all coordinates shown are grid coordinates and may be brought to surface by applying the combined scale factor of 1.000054535, all distances shown are surface:

COMMENCING (N = **13,958,717.65**, E = **3,031,648.58**) at a 5/8-inch iron rod found in the north line of said Lot 2, and being in the south line of Replat of Woodforest Bank, Reserve "A", as recorded under Film Code No. 551084 in the Harris County Map Records;

THENCE South 03 deg. 24 min. 48 sec. East, over and across said Lot 2, a distance of 58.17 feet to the **POINT OF BEGINNING** (N = **13,958,659.58**, E = **3,031,652.04**) and being the northeast corner of said tract herein described;

THENCE South 02 deg. 42 min. 17 sec. East, with the east line of said 10-foot C.T.U.E., and with the east line of said tract herein described, a distance of 30.81 feet to the southeast corner of said tract herein described;

THENCE South 87 deg. 17 min. 43 sec. West, over and across said 10-foot C.T.U.E., and with the south line of said tract herein described, a distance of 10.00 feet to the southwest corner of said tract herein described;

THENCE North 02 deg. 42 min. 17 sec. West, with the west line of said 10-foot C.T.U.E., and with the west line of said tract herein described, a distance of 30.88 feet to the northwest corner of said tract herein described;

THENCE North 87 deg. 42 min. 12 sec. East, over and across said 10-foot C.T.U.E., and with the north line of said tract herein described, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.007-acre (308 Sq. Ft.) of land.



Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 19, 2018

Topic:
Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments Against Section Two Properties in the City of Tomball Public Improvement District Number Two Raleigh Creek Subdivision) Established by City Council Resolution No. 2007-22

Background:

Origination:
Scott Bean, Hawes Hill Calderon, LLP

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

Public Hearing Notice

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

MONDAY, FEBRUARY 19, 2018



6:00 P.M.

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

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

DATE & TIME: Monday, February 19, 2018, 6:00 p.m.

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

COST OF IMPROVEMENTS: \$943,106.00

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

BOUNDARIES: The boundaries are described in the final plat of Raleigh Creek Section Two, a Subdivision of 26.1150 Acres, Being a Replat of Reserve "J" and Reserve "I" of Raleigh Creek Section One, as Recorded in Film Code No. 656125 H.C.M.R., and Situated in the Joseph Miller Survey, Abstract Number 50, Harris County, Texas.

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

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 22nd day of January 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 19, 2018

Topic:

Adopt, on First Reading, Ordinance No. 2018-07, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section Two Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto

Background:

Public Improvement District 2 was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. Assessments were levied on Section One properties in 2014.

Origination:

Finance

Recommendation:

Adopt Ordinance No. 2018-07 on First Reading

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

Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

Ordinance 2018-07 PID 2 Assessment Ordinance
TPID 2 Assessment Roll Final
Council Information Sheet- PID # 2
PID Primer
Listing of City PIDs Along With Equivalent Tax Rates

ORDINANCE NO. 2018-07

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

* * * * *

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

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

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

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

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

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

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

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

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place

convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19TH DAY OF FEBRUARY 2018.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 5TH DAY OF MARCH 2018.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

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

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

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

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

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

Action Requested

Approval of the Section Two Assessment Roll.

Information

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

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

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

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

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

Future Actions

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

EXAMPLE AMORTIZATION SCHEDULE

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

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

Public Improvement District (PID) Primer

What is a PID?

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

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

What can a PID finance?

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

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

How does the PID finance the projects?

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

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

How is a PID created and dissolved?

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

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

Does the City have any additional requirements?

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

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

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

Listing of City of Tomball PIDs (Public Improvement Districts)

Equivalent Tax Rates

- | | |
|-------------------------------------|---------|
| 1. PID # 1. Pine Country | \$ 0.42 |
| 2. PID # 2. Raleigh Creek | \$ 0.85 |
| 3. PID # 3. Reserve at Spring Creek | \$ 0.90 |
| 4. PID # 4. Not Assigned | |
| 5. PID # 5. Yaupon Trails | |

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 19, 2018

Topic:

Presentation by the Texas Railroading Heritage Museum at Tomball Board of Directors

Background:

Representatives from the Gulf Coast Chapter - National Railway Historical Society, Inc., will present a Master Plan Document for the Texas Railroading Heritage Museum at Tomball.

Origination:

Gulf Coast Chapter - National Railway Historical Society, Inc.

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:

Presentation - Texas Railroading Heritage Museum at Tomball Board of Directors



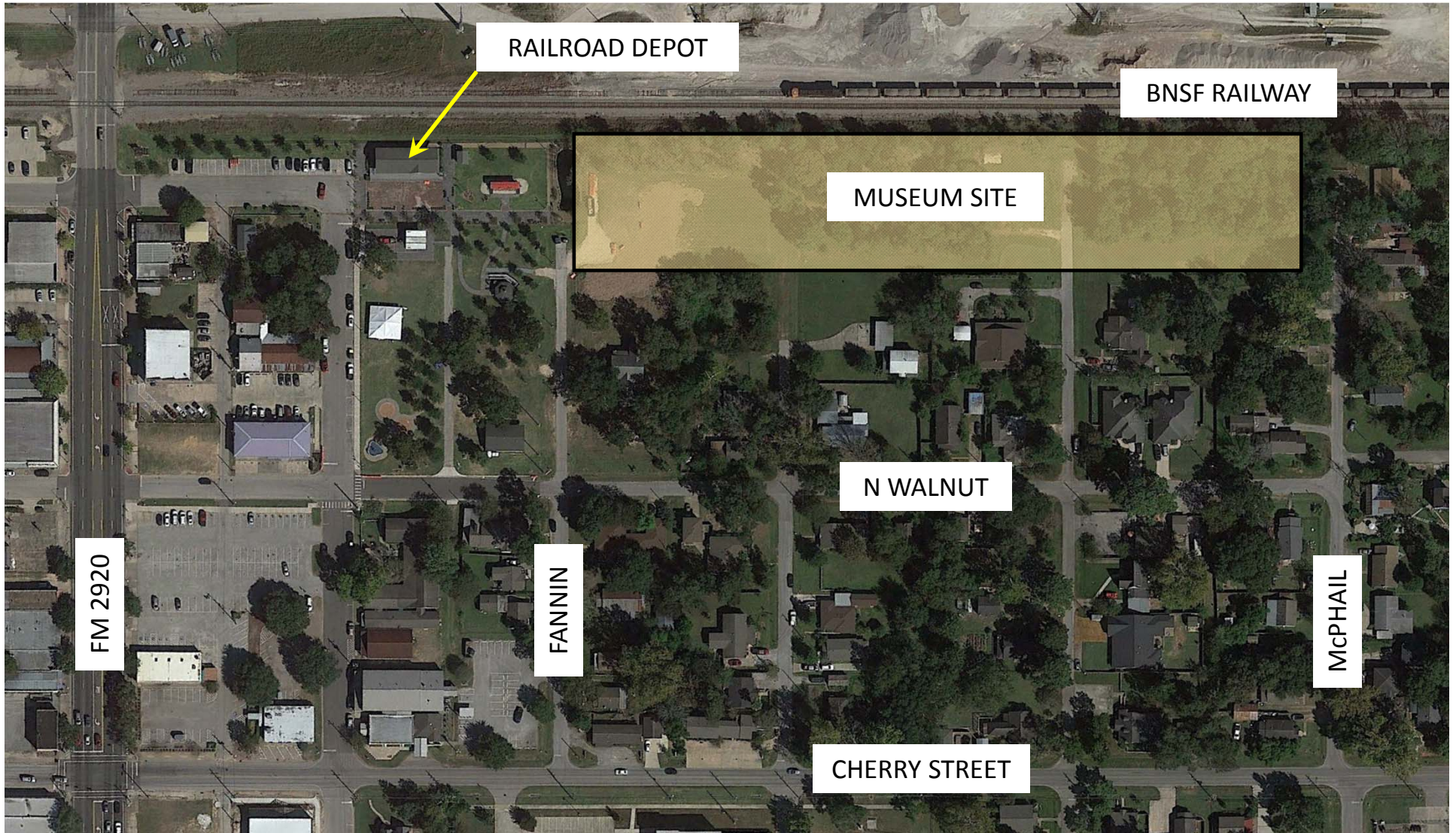
Texas Railroading Heritage Museum at Tomball

Status Report
February 19, 2018

Board Members

Name	Position	Representing
Rob Maxwell	President	City of Tomball
Al Dykes	Vice President	NRHS Gulf Coast Chapter
Jerry Dorcz	Treasurer	NRHS Gulf Coast Chapter
Mark Vinson	Secretary	Tomball Area Citizen
David Riddle		Harris County Precinct 4
Chris Beetle		NRHS Gulf Coast Chapter
Gary Gray		Tomball Area Citizen
Bob Visioli		Tomball Area Citizen

Museum Location



Agreements

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Identity Development

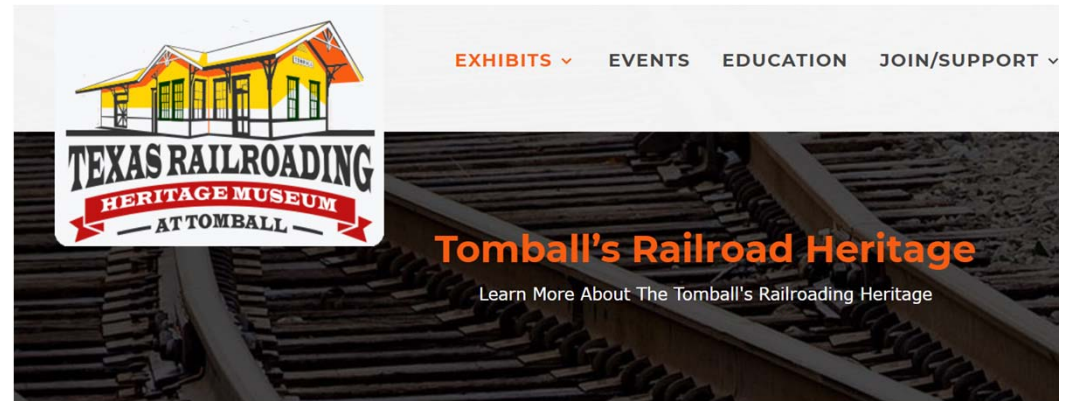
Logo



Identity Development

Website

TexasRRMuseum.org



Tomball's Railroad Heritage



Tomball's historic railroad depot is the setting for many community events each year.

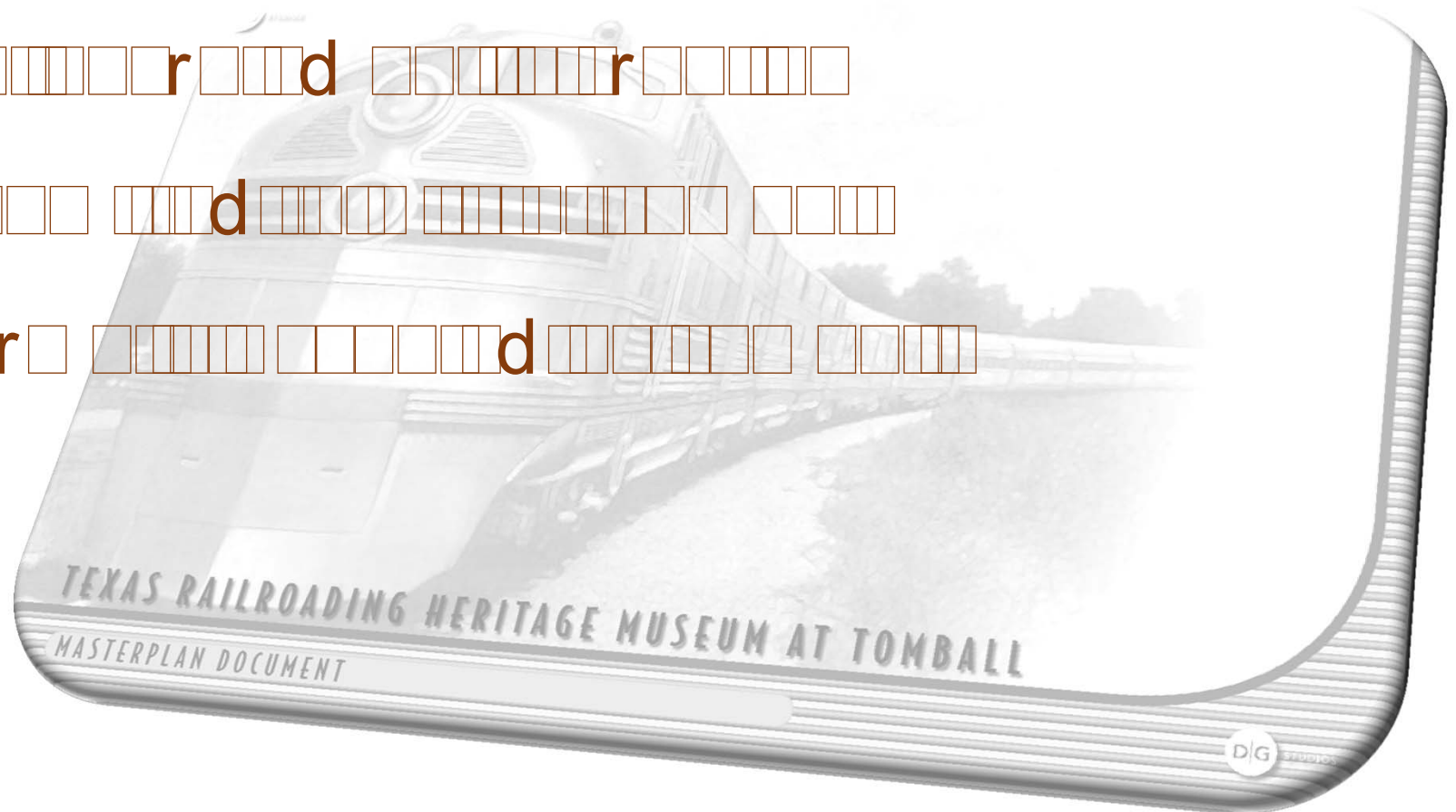
Museum Master Plan

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Marketing

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Challenge

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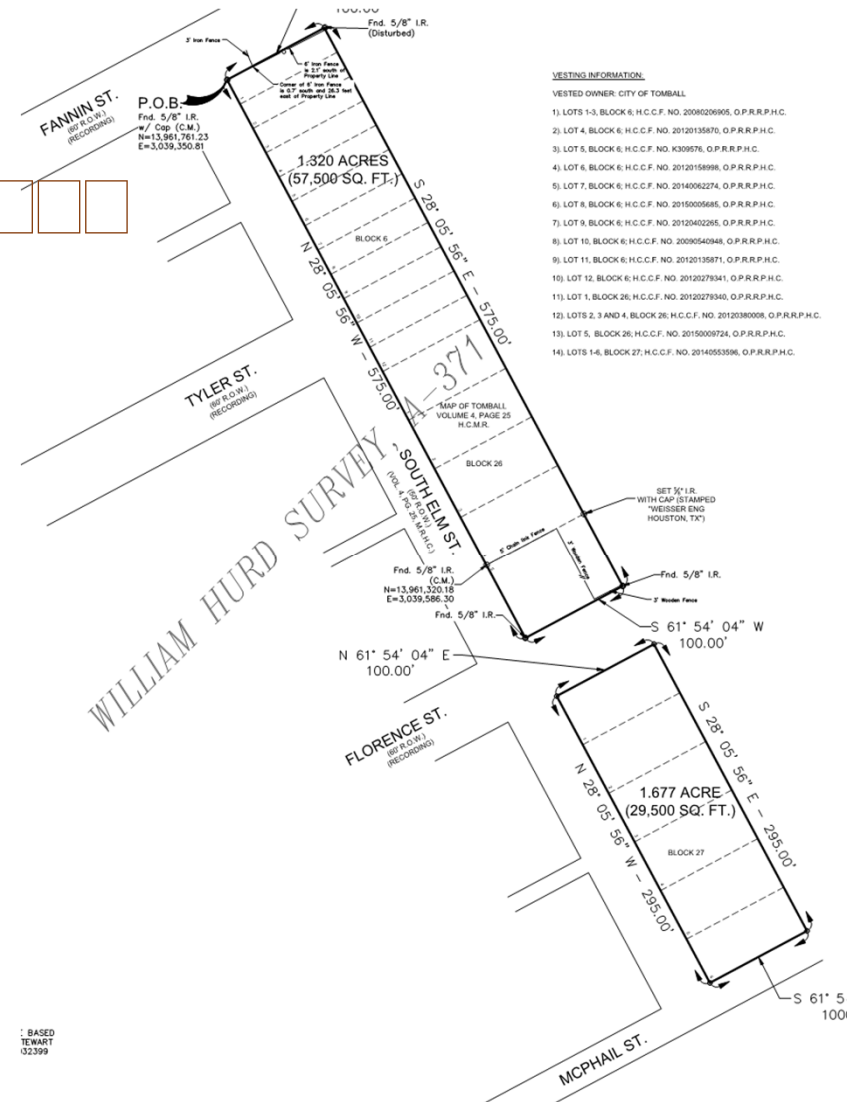
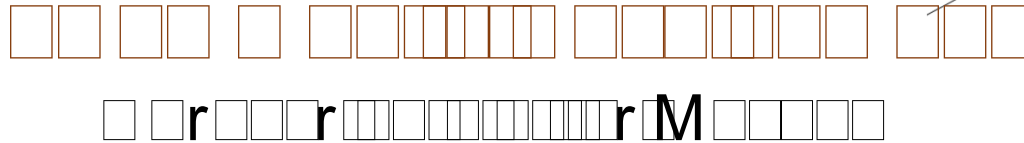
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Platting Property



Tomball/Precinct 4 Collaboration

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Civil Site Engineering

r d r r

Diagram illustrating the sequence of operations for the word "dr":

- Initial state: 10 empty boxes.
- Operation 'r': The 4th box is filled with 'r'.
- Operation 'r': The 5th box is filled with 'r'.
- Operation 'd': The 1st box is filled with 'd'.
- Final state: The sequence "dr" is in the first two boxes, followed by 8 empty boxes.

[illegible]

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Diagram illustrating the decomposition of 100 into two groups of 50, each represented by a 5x10 grid of boxes. The first group is labeled 'r' and the second group is labeled 'r'.

Next Steps

Mr

Mr

Mr

Mr

dr

Mr

dr

dr

Next Steps

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Texas Railroading Heritage Museum at Tomball

www.TexasRRMuseum.org

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Motion Machinery, Ltd, to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion and development of its current facility located at 909 E. Main Street, Tomball, TX 77375. The estimated amount of expenditures for such Project is \$10,584.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its Special Joint meeting on February 6, 2018, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Motion Machinery, Ltd. for the creation or retention of primary jobs. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approve, as a Project of the Corporation, the Performance Agreement with Motion Machinery, Ltd.

Funding:

Yes

Account Number:Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation.

ACTION TAKEN

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

TEDC Memo

Request Letter

TEDC Performance Agreement

Economic Impact Analysis



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: February 19, 2018

SUBJECT: Motion Machinery LTD Performance Agreement

ITEM TYPE: Action

Motion Machinery, LTD is a construction equipment company specializing in rental, sales and repairs. The company has been in business since 1997 at its current location at 909 E. Main Street, Tomball, Texas. Motion Machinery currently employs twelve (12) people.

As per the attached grant funding request letter from Don Cannon, Owner of Motion Machinery, LTD, the company intends to increase the repair side of its operations. In order to do so, a new 2,000 sq. ft. shop facility will be constructed, replacing an existing building that was constructed in the 1960's.

The building will ultimately house a "White Room" for a contaminate free working area for engine and transmission repairs. The new shop will enable Motion Machinery Ltd. to attract new clients and create four (4) additional primary jobs.

The estimated cost for the improvements, including the new structure, electrical, air supply, overhead crane and build-out is approximately \$110,000.00. This project is one of two phases that are contemplated by the company. Phase II will include an additional building and related improvements. The company may request funding from the TEDC to assist with Phase II in the future.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$35,281.00. The proposed incentive is \$10,584, based upon 30% of the five-year net benefit.



P. O Box 1776 Tomball TX 77377 Office 281-357-8200 or 877-399-3860 Fax 281-351-8790

January 25, 2018

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, TX 77375

Dear Kelly,

My name is Don Cannon. I am the owner of Motion Machinery, Ltd., as well as the property located at 909 E. Main St., Tomball, Texas 77375. I am a 1973 graduate of the University of Houston; and have lived in the Spring and Magnolia area since 1977. My wife, Judith Cannon, retired from Tomball ISD after 30 years of service. We have strong ties to this area and a vested interest in the continued growth of this community.

The purpose of this letter is to request that Tomball Economic Development Corporation consider granting funding assistance for the planned renovation of our shop located at 909 E. Main Street.

Motion Machinery, Ltd. has been in business since 1997. We are a construction equipment company specializing in rental, sales, and repairs. It is our intent to increase the repair aspect of our business requiring that we replace and improve our shop facility

We have twelve employees, with nine working in the shop. Our 2017 total salaries were \$704,000.00, with average salaries of about \$59,000.00. We hope to add a minimum of two (2) to four (4) mechanics over the next five years as business warrant.

At our location, we have approximately six (6) acres at the corner of FM 2920 and Snook Road. Our existing shop sits on the eastern boundary line, about four hundred feet from FM 2920. It is our intent to use the existing concrete slab for the new two thousand (2,000) square foot building. The new structure will cost \$44,000.00. Additional costs for electrical, air supply, overhead crane and build out will bring the total to approximately \$110,000.00.

We appreciate your consideration of Motion Machinery, Ltd. for grant funding, and any other assistance options that may be available. We look forward to being a part of the Tomball community for many more years.

Respectfully,

A handwritten signature in black ink, appearing to read "Don Cannon", written in a cursive style.

Don Cannon

Owner

MOTION MACHINERY, LTD.

don@motionmachinery.net

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Motion Machinery LTD** (the “Company”), 909 E. Main Street, Tomball, TX 77375.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company owns a 6-acre tract of land within the City, located at 909 E. Main Street, Tomball, TX 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company proposes to expand its current operations at the Property, and as part of the process, plans to expend funds to construct a 2,000 square foot shop facility and make other capital improvements (the “Improvements”), more particularly described in Exhibit “B” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to maintain the current twelve (12) jobs at the Property and create four (4) new full-time employment positions at the Property in conjunction with the expansion of its business operations at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Ten Thousand Five Hundred and Eighty-Four Dollars (\$10,584.00) to assist in the construction of the Improvements, the retention of the 12 (twelve) jobs, and the addition of four (4) new full-time jobs at the Property; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises and in furtherance of creation and retention of primary jobs; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct the Improvements and operate and maintain the proposed business on the Property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, maintain twelve (12) employees and create four (4) new jobs on the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the four (4) new employees, and obtaining all necessary occupancy permits from the City shall occur within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Ten Thousand Five Hundred and Eighty-Four Dollars (\$10,584.00) to assist in the construction of the Improvements, the retention of 12 (twelve) jobs, and the addition of four (4) new full-time jobs to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has retained and added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must

include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Motion Machinery LTD.
909 E. Main St.
Tomball, TX 77375
Attn: Donald Cannon, Partner

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or

unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2018 (the "Effective Date").

MOTION MACHINERY LTD.

By: _____

Name: Donald Cannon

Title: Partner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by Donald Cannon, Partner of Motion Machinery LTD., for and on behalf of said
company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

Property Address: 909 E. Main St., Tomball, Texas 77375

TR 10B-1, ABST 629 J PRUITT SURVEY

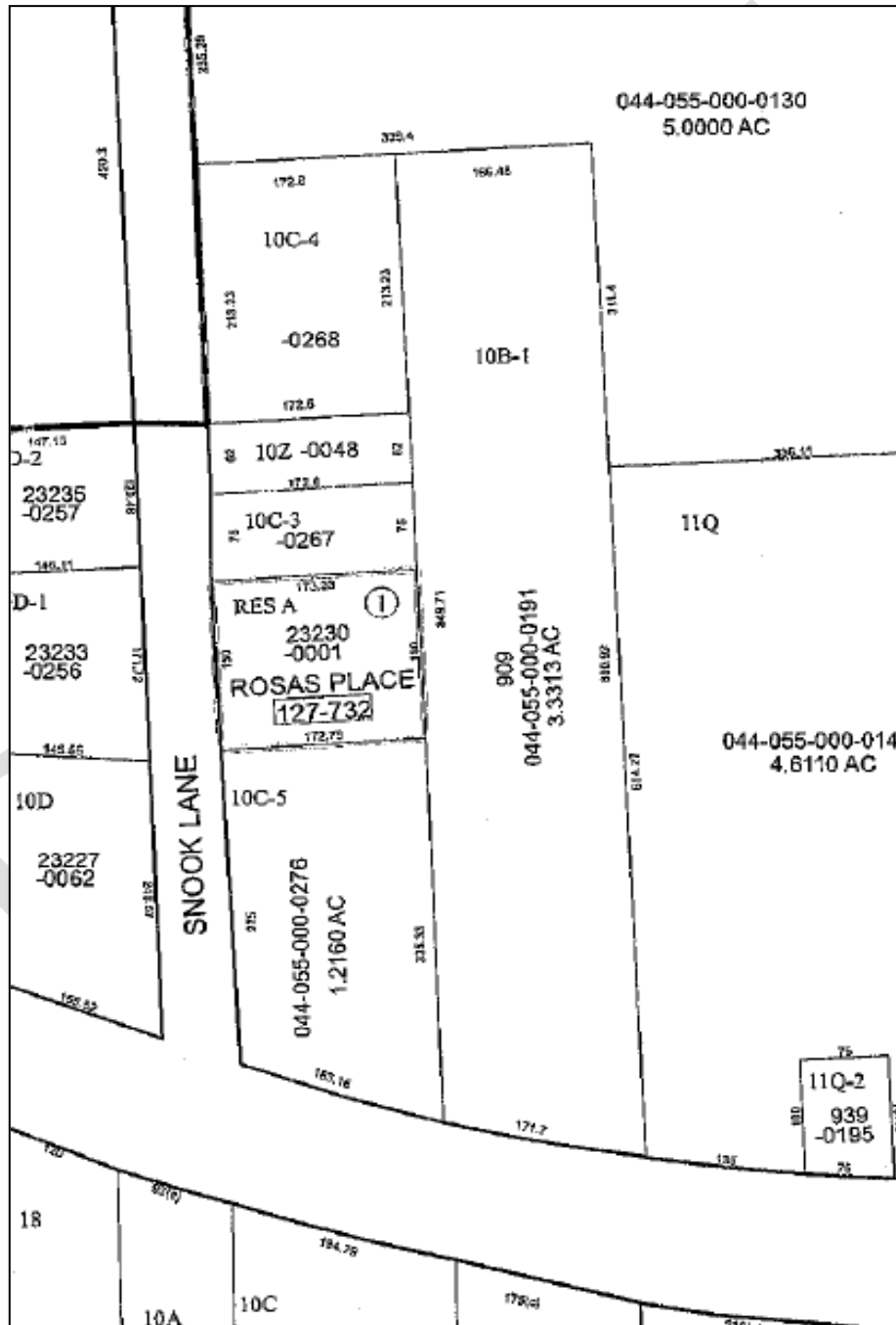


Exhibit B

Description of Improvements

Construction of a 2,000 sq. ft. shop building to replace an existing building constructed in the 1960's. Work will include demolition of an existing building and installation of new footings. The building will house a "White Room" for a contaminate free working area for engine and transmission repairs.

DRAFT

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF MOTION MACHINERY LTD. EXPANSION IN TOMBALL, TX

January 31, 2018

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the City of Tomball will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Construction of a 2,000 sq. ft. shop building to replace an existing building constructed in the 1960's. Work will require demolition of the existing building and installation of new footings. The building will house a "White Room" for a contaminate free working area for engine and transmission repairs. The new shop will enable Motion Machinery Ltd. to attract new clients to its repair facility and enable the company to hire additional mechanics and other high tech employees to work on engine, transmission, and computers used on construction equipment. This would enable Motion Machinery to grow from 12 employees to 16 employees and increase revenues by an estimated \$500,000.00 to \$1,000,000.00 each year.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the City of Tomball. The existing operations currently support 12.0 direct jobs in the community and 7.6 indirect and induced jobs. The direct workers earn \$42,000 per year and the company supports \$3.6 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at \$1.4 million annually.

The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Jobs			
Direct	12.0	4.0	16.0
Indirect & Induced	7.6	2.6	10.2
Total	19.6	6.6	26.2
Salaries			
Direct	\$5,518,661	\$1,755,554	\$7,274,215
Indirect & Induced	\$1,963,539	\$624,626	\$2,588,165
Total	\$7,482,200	\$2,380,180	\$9,862,380
Taxable Sales			
Direct	\$35,383,269	\$3,144,092	\$38,527,361
Indirect & Induced	\$147,265	\$46,847	\$194,112
Total	\$35,530,535	\$3,190,939	\$38,721,474

The table below illustrates the company's fiscal impact - the net benefits for local taxing districts - over the next 10 years - including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
City of Tomball	\$782,934	\$72,588	\$855,522

The remainder of this report will focus on only the economic and fiscal impact associated with the expanded operations.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 4.0 workers directly employed by the Project will earn approximately \$46,000 per year on average over the next 10 years. This direct activity will support 2.6 indirect and induced workers in the community earning \$25,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$2.4 million over the next 10 years.

On average, the Project will generate \$1.1 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$0.4 million in economic output per year as a result of the Project. In total, the Project will support \$1.5 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$3.2 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	4.0	2.6	6.6
Salaries to be paid to direct, indirect, and induced workers	\$1,755,554	\$624,626	\$2,380,180
Economic output generated by direct, indirect, and induced activity	\$10,935,550	\$3,794,636	\$14,730,185
Taxable sales and purchases expected in the City	\$3,144,092	\$46,847	\$3,190,939

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

Table 4. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.0	0.0	0.0
Number of new residents in the City	0.0	0.0	0.0
Number of new residential properties to be built in the City	0.0	0.0	0.0
Number of new students expected to attend local school district	0.0	0.0	0.0

The Project is estimated to support an average of approximately \$0.1 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property					Total
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	\$0	\$0	\$100,000	\$20,000	\$15,000	\$135,000	\$135,000
2	\$0	\$0	\$102,000	\$18,000	\$15,300	\$135,300	\$135,300
3	\$0	\$0	\$104,040	\$16,000	\$15,606	\$135,646	\$135,646
4	\$0	\$0	\$106,121	\$14,000	\$15,918	\$136,039	\$136,039
5	\$0	\$0	\$108,243	\$12,000	\$16,236	\$136,480	\$136,480
6	\$0	\$0	\$110,408	\$10,000	\$16,561	\$136,969	\$136,969
7	\$0	\$0	\$112,616	\$8,000	\$16,892	\$137,509	\$137,509
8	\$0	\$0	\$114,869	\$6,000	\$17,230	\$138,099	\$138,099
9	\$0	\$0	\$117,166	\$4,000	\$17,575	\$138,741	\$138,741
10	\$0	\$0	\$119,509	\$4,000	\$17,926	\$141,436	\$141,436

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction where \$0.1 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 6. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

	Amount
Total construction expenditure	\$100,000
Materials	\$50,000
Labor	\$50,000
Temporary Construction Workers Supported (Average Earnings = \$51,300)	1

The following table presents the temporary economic impacts resulting from the construction.

Table 7. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	1.0	0.7	1.7
Salaries to be paid to direct, indirect, and induced workers	\$50,000	\$25,330	\$75,330
Revenues or sales for businesses related to construction	\$100,000	\$86,180	\$186,180

* A job year is defined as full employment for one person for 2080 hours in a 12-month span.

Sales tax calculations related to construction activity are presented in the following table. The sales tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts in Year 1 of this analysis.

Table 8. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$50,000
Percent of Materials subject to local tax	50.0%
Subtotal Taxable Materials	\$25,000
Expenditure for Labor / Paid to construction workers	\$50,000
Percent of gross earnings spent on taxable goods and services	24.0%
Percent of taxable spending done locally	25.0%
Subtotal Taxable Construction Worker Spending	\$3,000
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$20,000
Percent of FF&E subject to local tax	25.0%
Subtotal Taxable FF&E Purchases	\$5,000
Total Construction-Related Taxable Spending	\$33,000

The above construction analysis focuses on the impact resulting from the Project's construction investments identified in Year 1. If construction will be phased in over several years or an expansion is planned in a later year, parallel calculations will be performed for those years.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$72,600 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

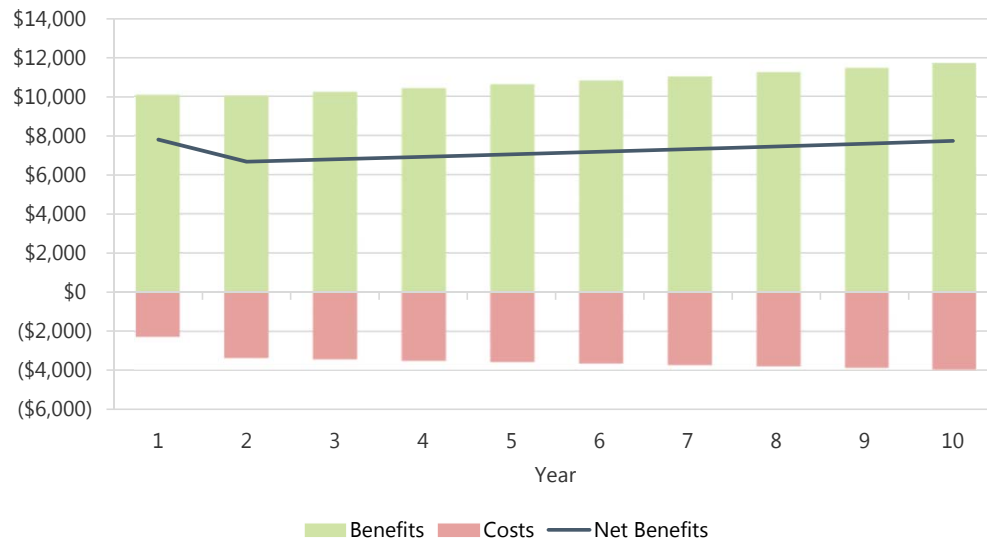
Table 9. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$63,819
Property Taxes - Project	\$7,421
Property Taxes - New Residential	\$0
Utility Revenue	\$29,528
Utility Franchise Fees	\$2,852
Building Permits and Fees	\$690
Hotel Occupancy Taxes	\$1,372
Miscellaneous Taxes & User Fees	\$2,048
<u>Subtotal Benefits</u>	<u>\$107,730</u>
Cost of Providing Municipal Services	(\$4,138)
Cost of Providing Utility Services	(\$31,004)
<u>Subtotal Costs</u>	<u>(\$35,142)</u>
Net Benefits	\$72,588
<i>Present Value (5% discount rate)</i>	<i>\$55,870</i>

Table 10. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$10,095	(\$2,281)	\$7,814	\$7,814
2	\$10,049	(\$3,369)	\$6,681	\$14,495
3	\$10,239	(\$3,436)	\$6,803	\$21,297
4	\$10,433	(\$3,505)	\$6,928	\$28,225
5	\$10,631	(\$3,575)	\$7,056	\$35,281
6	\$10,833	(\$3,646)	\$7,186	\$42,467
7	\$11,039	(\$3,719)	\$7,320	\$49,787
8	\$11,250	(\$3,794)	\$7,456	\$57,243
9	\$11,465	(\$3,870)	\$7,596	\$64,839
10	\$11,696	(\$3,947)	\$7,749	\$72,588
Total	\$107,730	(\$35,142)	\$72,588	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 11: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$60,249	\$3,570	\$63,819
Real Property Taxes	\$5,926	\$0	\$5,926
FF&E Property Taxes	\$606	\$0	\$606
Inventory Property Taxes	\$889	\$0	\$889
New Residential Property Taxes	\$0	\$0	\$0
Utility Revenue	\$29,528	\$0	\$29,528
Utility Franchise Fees	\$2,852	\$0	\$2,852
Building Permits and Fees	\$690	\$0	\$690
Hotel Occupancy Taxes	\$1,372	\$0	\$1,372
Miscellaneous Taxes & User Fees	\$2,048	\$0	\$2,048
Subtotal Benefits	\$104,159	\$3,570	\$107,730
Cost of Providing Municipal Services	(\$4,138)	\$0	(\$4,138)
Cost of Providing Utility Services	(\$31,004)	\$0	(\$31,004)
Subtotal Costs	(\$35,142)	\$0	(\$35,142)
Net Benefits	\$69,017	\$3,570	\$72,588
<i>Percent of Total Net Benefits</i>	<i>95.1%</i>	<i>4.9%</i>	

Non-Tax Incentives

The Tomball EDC is considering the following non-tax incentives for the Project.

Table 16. Incentives Under Consideration

Year	Enter Incentive Description
1	\$10,584
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$10,584

These financial incentives may be considered an investment in the Project made by the EDC. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

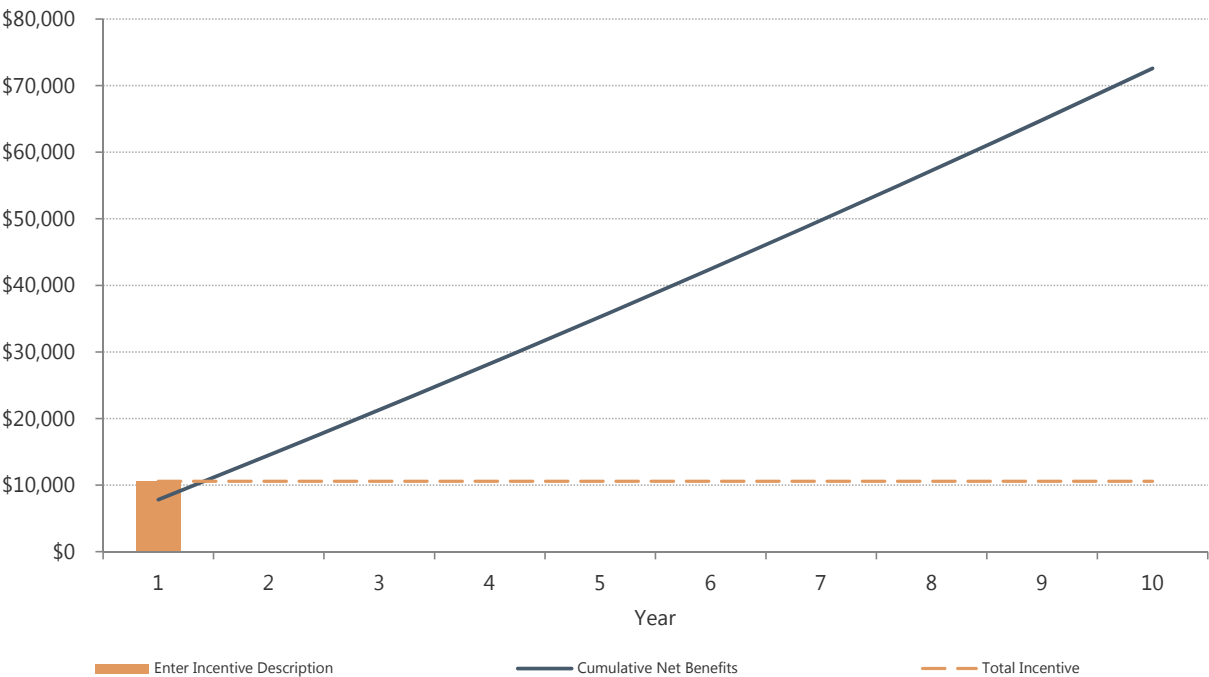
Table 17. Analysis of Incentives

Total Non-Tax Incentive	\$10,584
Incentive Per Job	\$2,646
Rate of Return - 5 Years	66.7%
Rate of Return - 10 Years	68.6%
Payback period (years)	1.4

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

420000 Wholesale trade		City	County
Employment Multiplier	(Type II Direct Effect)	1.6324	2.2573
Earnings Multiplier	(Type II Direct Effect)	1.3558	1.7073

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 19, 2018

Topic:

Update regarding Improvements to the City Parks of Martin Luther King Park, Juergens Park, Matheson Park, Wayne Stovall Park, Broussard Park, Depot Plaza, and to the Theis Attaway Nature Center.

Background:

City staff has been active in making improvements and necessary repairs to city parks and the Theis Attaway Nature Center to better serve the community. These improvements will continue and are a part of our other all maintenance and repairs of city parks.

Mrs. Millie Martin, one of the family members that donated the land for Theis Attaway Nature Center, has raised concerns about the improvements and I believe will be at the Council meeting to address the Council.

Origination:

Public Works

Recommendation:

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

David Esquivel

ACTION TAKEN

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

ATTACHMENTS:

Staff Email to Mrs. Martin
Theis Attaway restoration
Theis Attaway Nature preserve gift deed

From: Robert Hauck

Sent: October 06, 2017 10:51

To: 'Millie Martin'

Subject: RE: Theis Attaway Nature Center

Millie,

I am glad to know that David did well, and I remain hopeful about follow-up procedures being unnecessary. Having dealt with my own health issues a couple of years ago, I truly understand the power of prayer!

As for your questions about the nature center, I shared them with David and Jeff, and below is their collective response:

Rob,

Many of the trees that were removed had issues with them. Many dead limbs or damaged. The overrun of tallow trees were the ones removed around the pond to get access to the pond bank. This underbrush did not allow grasses and other native plants to grow which added to the erosion problems. We had to add some topsoil with the sod to stabilize the slopes and control the erosion. Usually after rains, the pond would be very murky with sediment but after the installation of the sod, the water is still clear. This verified that we are being able to control the erosion much better now. The large tree at the dock was leaning and excessive erosion around the root ball was the main cause of the lean. It was determined to be better to remove the tree and plant the cypress trees since they prefer the water much better than the tallows.

The cypress trees are considered to be fast growing trees. On average they do grow 1-2ft per year. They are currently about 7-8 ft tall with a maturity at 25ft.

There is not a crepe myrtle tree that was removed from what Jeff remembers. I know we had discussed relocating the crepe myrtle that is on top of the amphitheater berm to a location where it can get more sunlight and water. That has not been done.

The painting of the trimmed oak tree limbs have been determined not necessary. Jeff did discuss this concern with an arborist that he has used before (Brian Russell) and in his professional opinion, paint is not needed especially in this area. Good healthy trees will heal themselves much better than with paint. However, we will paint them just as another added precaution next week.

As we discussed in our meeting, the rest of the park is planned to be left alone and certain native planting are planned to be added over time but it will be kept more maintained to keep the park safe for visitors. In the open areas we do plan to plant different variety of trees such as pines, red buds, cypress trees, crepe myrtles,

etc. Native grasses will be place around walking paths and some yaupons will be allowed to come back. We are going to allow some underbrush to return but it will be at a maintainable state.

David

Take care,
Rob

Robert S. Hauck, Assistant City Manager
City of Tomball
501 James Street
Tomball, TX 77375
(832) 922-3377 cellular

From: Millie Martin [<mailto:millietmartin@gmail.com>]

Sent: October 05, 2017 18:12

To: Robert Hauck

Subject: Re: Theis Attaway Nature Center

Robert, David is home from the hospital, but we are waiting to see if he needs an additional procedure. I truly appreciate your prayers for David's health.

I would like to know what plans and actions have been taken at Theis Attaway Nature Center.

I went back to the park after our meeting.

I then realized the reason that Chinese Tallow trees entered the discussion. The large tree that shaded the fishing dock was cut down. Really?

Seventeen years ago, even the nature purist John Murphy who planned the park left the tree for the shade and color. The two trees planted in its place are not shade trees. I love bald cypress trees and weeping willows, but a bald cypress tree grows a foot a year. Calculate how long it will take before that tree is of any significance size.

It seems even the crepe myrtle were removed.

Have you checked about care for the live oak trees? Seventeen years ago, these trees cost \$500. There were a total of 38 trees given including other trees. Did you check to see about painting them and removing the soil?

The family also gave two trees on Arbor Day in 2009.

Have you found a miracle to make this scathed land resemble something close to a nature center?

I would like to know about your plans.

Thanks,
Millie

The gift of the Theis Attaway Nature Center stipulated that it be maintained as a nature preserve—nature center, not park. Restoration should meet the original intent of the the gift—green and natural. Among other things, that means minimal mowing and minimal landscaping. Plants should be native to this area (not just native plants) and part of the natural habitat.

Plans for restoration of the nature center should be presented to the family before any additional work is completed so that conditions that do not meet the purpose of the park can be worked out.

The planning for restoration should be done by a person trained and experienced in planning a nature preserve who is knowledgeable about plants native to this area and to this habitat.

Because of the destruction of native plants and to prevent such action in the future, a system of periodic monitoring of the park by someone trained and experienced in nature center should be implemented.

Restoration plants need to be mature specimens, comparable to the live oaks planted when the center was established.

The property should be ADA accessible.

Some of the things destroyed include signage, the wildflower meadow, nesting boxes, wildlife viewing area, native yaupon which provided food for migratory birds, buffer plants to shield the view of commercial sites, shade tree(s) the fishing pier.

We have not received a reply about the amount of dirt added at the base of the live oak trees. Information from Tim Hartmann, Texas A&M horticulture indicated that more than a couple of inches pose a problem.

POSSIBLE OPTIONS:

PARTNER WITH OTHER ORGANIZATIONS

Commissioner Jack Cagle is dedicated to preserving natural habitats and green spaces. I believe that Tomball has partnered with his precinct on other projects.

SOURCES OF INFORMATION

Conservancy, Nature Discovery Center in Russ Pitman Nature Park—4 acres, 4 natural habitats—excellent model for Theis Attaway. The former director, Fred Collins, is now director at Kleb Woods, a few miles away on FM 2920.

WHILE MOST OF THESE PROPERTIES ARE LARGER IN SCOPE, LOOKING AT LOCAL SITES (EVEN IF JUST THE WEBSITES) DEDICATED TO PRESERVING NATURAL HABITAT PROMOTES UNDERSTANDING OF NATURAL HABITATS

Houston Audubon Society, Mercer Arboretum and Botanic Gardens (Sadly recovering from damage from Harvey), Kleb Woods, Spring Creek Greenway, Jesse H. Jones, Katy Prairie

Texas A&M Horticulture

Houston Audubon Society - <https://houstonaudubon.org/>

Native Plant Society of Texas - Houston Chapter
npsot.org/wp/houston/

BUY IN BULK AND BUY WHOLESALE

SEEK GRANTS

RES – Restoration Environment Services

RES helped the Nature Discovery Center in Russ Pitman Nature Park both with expertise and funds

<https://www.res.us/>

RES is the largest, most experienced ecological offset provider in the United States, we're committed to making the world a better place to live. We work tirelessly to affect the balance between economic development and the environment by offsetting unavoidable project impacts and conserving our planet's finite ...

Ducks Unlimited provides grants for restoration of grasslands. Up to \$5000 in a year. Todd Mirendido.

800- 45 DUCKS

SEEK COMMUNITY INVOLVEMENT

People of the community provided over \$20,000 for the live oak trees (costing \$500 a piece) and additional money for benches and picnic table.

Civic organizations might be willing to assist.

WISHLIST FOR THE FUTURE: The science program at TISD could develop programs or events for students at Theis Attaway

RANDOM: Texas Wild Plums once grew on this ground. They are a source of food for birds.

U798010

536-45-2972

GIFT DEED

12/27/00 261408244 U798010

\$21.00

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

That Thelma Attaway Theis, Alvin William Theis, Jr., Mary Martha Theis Williams, Mildred Theis Martin, and Patricia Theis Coon ("Grantors"), in loving memory of A.W. "Allie" Theis, and to glorify their gracious God, have GIVEN, GRANTED, and CONVEYED, and by these presents do hereby GIVE, GRANT, and CONVEY, unto the City of Tomball, Texas, a home-rule municipal corporation ("Grantee"), the following described real property (hereinafter called the "Property"), lying and being situated in Harris County, Texas, consisting of 4.63 acres of land, more or less, which Property has been owned and cherished by six generations of the Theis family, and which is more particularly described by metes and bounds in Exhibit "A" attached hereto and for all things made a part hereof.

This conveyance is made by Grantors and accepted by Grantee subject to any and all easements and rights-of-way visible and apparent upon the ground, yet unrecorded, and any and all matters affecting the Property which are of record in the office of the County Clerk of Harris County, Texas. Grantors reserve all of the oil, gas, and other minerals in and under and that may be produced from the Property. Provided, however, neither Grantors nor their heirs, executors, or administrators shall have any right or access to any of the surface of the Property for the exploration, production, development, or transportation of such oil, gas, and other minerals.

Notwithstanding any other provision contained herein to the contrary, this conveyance is made subject to the following specific conditions:

1. The Property conveyed hereby and any improvements there now or later existing shall be used only as a nature preserve and shall be named the "Theis Attaway Nature Center;"
2. Grantee shall cause the Property to be maintained in substantially the same condition as it exists as of the date hereof;
3. The Property shall not be conveyed by Grantee, or the obligations contained herein assigned, unless to another governmental entity authorized to hold and maintain lands for public park purposes;
4. Grantee shall indemnify and hold Grantors harmless from any tax penalty which may be incurred as a result of a change in use of the Property upon its conveyance hereby; and
5. The covenants and conditions contained herein shall run with the land, and failure by Grantee, or any assignee thereof, to substantially comply with any term or condition hereof shall result in reversion of the ownership of the Property to the Grantors, their heirs, executors, and administrators.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever,

536-45-2973

and Grantors hereby bind themselves, their heirs, executors, and administrators to warrant and forever defend all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 2nd day of November 2000.

"Grantors"

Thelma Attaway Theis 56
Thelma Attaway Theis

Alvin William Theis Jr.
Alvin William Theis, Jr.

Mary Martha Theis Williams
Mary Martha Theis Williams

Mildred Theis Martin
Mildred Theis Martin

Patricia Theis Coon
Patricia Theis Coon

FILE FOR RECORD
8:00 AM

DEC 27 2000

Dorothy L. Keyser
County Clerk, Harris County, Texas

Grantee:

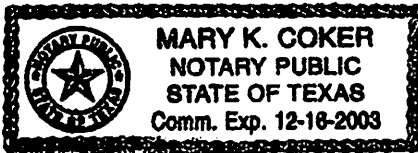
City of Tomball, Texas
401 Market Street
Tomball, Texas 77375

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned, on this day personally appeared Thelma Attaway Theis known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of October, 2000.



Mary K. Coker
 Notary Public In and For the State of Texas

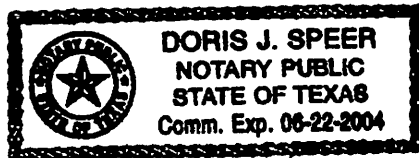
(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned, on this day personally appeared Alvin William Theis, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of October, 2000.



Doris J. Speer
 Notary Public In and For the State of Texas

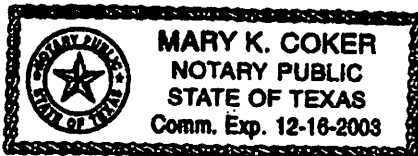
(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned, on this day personally appeared Mary Martha Theis Williams, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November, 2000.



Mary K Coker
 Notary Public In and For the State of Texas

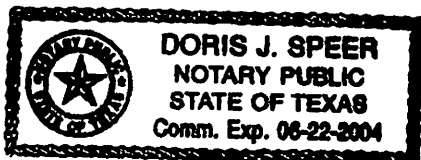
(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned, on this day personally appeared Mildred Theis Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of October, 2000.



Doris J Speer
 Notary Public In and For the State of Texas

(SEAL)

ACKNOWLEDGMENT

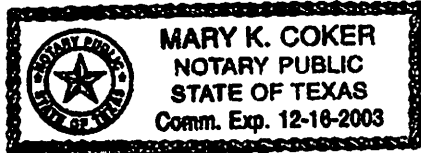
THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

536-45-2976

BEFORE ME, the undersigned, on this day personally appeared Patricia Theis Coon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November 2000.

(SEAL)



Mary K. Coker
Notary Public in and For the State of Texas

536-45-2976

ADAMS SURVEYING CO.
Steve D. Adams, RPLS 3666
Phone (281) 331-3523

536-45-2977
P.O. Box 114
Alvin, TX 77512
Fax (281) 331-2182

FIELD NOTES

4.63 ACRES OF LAND, KNOWN AS RESTRICTED RESERVE "A" (PARK) OF THEIS ATTAWAY PARK, A SUBDIVISION OF 13.40 ACRES OF LAND OUT OF THE FRITZ THEIS SURVEY, ABSTRACT 1705 AND THE WILLIAM HURD SURVEY, ABSTRACT 378, HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT FILED AUGUST 27, 1999 UNDER HARRIS COUNTY CLERK'S FILE T931950, SAID 4.63 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an axle found for the Northeast corner of the herein described tract in the South line of a 48.6944 acre tract described in Film Code 508-27-3103, said point being the Northeast corner of Restricted Reserve "A" and the Northwest corner of the Larry W. Hayes, Jr. tract described in Film Code 022-90-2308;

THENCE South 02 deg. 24 min. 18 sec. East, along the East line of Restricted Reserve "A" and the West line of the Hayes tract and an 18.255 acre tract described in Film Code 508-27-3103, a distance of 754.13 feet to a 5/8 inch iron rod found for the Southeast corner of the herein described tract at the Southeast corner of Restricted Reserve "A" in the North line of Theis Lane (60.0 foot right-of-way);

THENCE South 87 deg. 21 min. 22 sec. West, along the South line of Restricted Reserve "A" and the North line of Theis Lane, a distance of 262.0 feet to a 5/8 inch iron rod set for the Southwest corner of the herein described tract at the Southwest corner of Restricted Reserve "A" and the Southeast corner of Unrestricted Reserve "B";

THENCE North 02 deg. 24 min. 18 sec. West, along the common line of Restricted Reserve "A" and Unrestricted Reserve "B", a distance of 719.59 feet to a 5/8 inch iron rod set for corner;

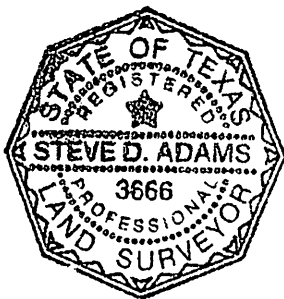
THENCE South 88 deg. 33 min. 01 sec. West, along the common line of Restricted Reserve "A" and Unrestricted Reserve "B", a distance of 88.01 feet to a 5/8 inch iron rod set for corner;

THENCE North 02 deg. 24 min. 18 sec. West, along the common line of Restricted Reserve "A" and Unrestricted Reserve "B", a distance of 40.0 feet to a 5/8 inch iron rod set for the Northwest corner of the herein described tract at the Northwest corner of Restricted Reserve "A" and the Northeast corner of Unrestricted Reserve "B", said point being in the South line of the aforementioned 48.6944 acre tract;

536-45-2977

Page 2 of Field Notes on 4.63 acres of land

THENCE North 88 deg. 33 min. 01 sec. East, along the North line of Restricted Reserve "A" and the South line of said 48.6944 acre tract, a distance of 350.04 feet to the PLACE OF BEGINNING and containing 4.63 acre of land.



Field Notes written on October 3, 2000 from a survey made on the ground in August, 1999.

STEVE D. ADAMS

Registered Professional Land Surveyor #3666

Theis Attaway

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

DEC 27 2000



Dorothy B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:
CITY OF TOMBALL
C/O MARY COKER
401 W. MARKET ST.
TOMBALL, TX 77375

FAX COVER SHEET

TO: John Olson, City Attorney
City of Tomball
CC: Warren Driver
FAX: 281.351.6256
PHONE:

FROM: Millie Theis Martin, PhD
FAX: 281.351.2105
PHONE: 281.351.7090
E-MAIL: milliemartin@usa.net
ADDRESS: 13319 Spring Hollow, Tomball, TX 77375

COMMENTS:

John attached is the maintenance agreement the Theis family requested as part of the deed of the Theis Attaway Nature Center agreement.

As you can see the purpose of the agreement is to assure that integrity of the nature center is maintained. This is a nature center not a park. Certain items such as the following are an integral part of the design concept:

1. monitor aquatic plants
2. maintain the level of the pond
3. leaving native grass UNMOWN
4. avoid seeding of rye grass
5. monitoring turtles and fish
6. maintaining bird boxes
7. avoiding pesticides
8. leaving dead trees on the forest floor

~~In my opinion, the other specifics may be worded in a general way that indicate a level of maintenance.~~

~~I will ask John Murphy for suggestions on wording that will keep the INTENT of the plan without placing undue concern for changes that may need to occur in the future.~~

~~I hope this clarifies the Theis family's concerns and provides direction for a workable document.~~

Thanks,


Millie Martin

PART 1 GENERAL

The Theis Attaway Nature Center was designed preserve the natural character of the pond environment and native grasses that may have occurred there prior to intervention by man. Every attempt has been made to allow native vegetation to remain along the pond edge and the rear portion of the site. New trees were brought in to create shade along the trail from the parking area to the restroom building.

The intent of this maintenance specification is to describe procedures that will be low impact and enhance the natural character.

1.01 BUILDINGS

- A. Apply clear sealer on cedar siding of Restroom Building and Observation Building once a year. Thompson's water seal or similar sealer product.

1.02 POND

- A. Monitor aquatic plants. Remove problem plants if one species begins to dominate the pond areas.
- B. Maintain level of pond to within 2 feet below the elevation of the outfall pipes. Turn on the fill valve and well pump for makeup water.

1.03 GRASS AREAS and PLANTS

- A. Mow bermuda grass on the berm. Maintain at 1 ½ to 2 inches.
- B. The areas adjacent to the asphalt trail are meant to be UNMOWN native grass areas at or about 12" height. If these grasses are mowed like a typical Bermuda lawn it will ruin the health and look of the native grass types.
- C. The area directly behind the Restroom Building is a designated wildflower meadow and **should not be mown** during the growth period of the wildflowers.
- D. Avoid seeding of rye grass in the Nature Center as we are trying to maintain a natural appearance.

1.04 FISH, TURTLES, BIRDS

- A. Monitor number of turtles in pond. If there seems to be an abundance of turtles noted, collect and remove to another location to allow fish population to increase.
- B. Monitor fish. A list of fish initially stocked in the pond will be given to the City of Tomball for reference.
- C. Repair bird boxes as necessary to allow use by migratory and native bird species.

1.05 ASPHALT TRAIL and PARKING LOT

- A. Asphalt trail will need occasional treatment for weeds that may spring up through the base course. A seal coat may need to be applied after 2 years.

STEVE CLARK, INC.**NATURAL RESOURCE PLANNING****URBAN FORESTRY**

September 25, 1998

Mrs. Thelma Theis
618 E. Pecan
Tomball, x 77375

RE: Wal-Mart Store #703
Tomball, TX.

Dear Thelma:

The letter is written regarding the expansion of the above store.

I appreciate your family's time in our last meeting. I think the meetings were very productive since and we all have a better idea of all of the variables on the site and what we have to work with.

I think I have a good understanding of what the family wants and the potential for a park on the site.

As I understand it, my job is to very simply see that we build a park that to the liking of the Theis family, offers an amenity to the community, and allows Wal-Mart to participate in the community improvement.

I. The following is what I am proposing for Theis Park:

1. Deepen the existing pond to a maximum of 2' or raise the water level of the pond or a combination of both.
2. Excavate the berms to facilitate water flow between ponds and leaving islands for

◆ P.O. BOX 3425 ◆ BRENTWOOD, TN 37024-3425 ◆ TELEPHONE (615) 781-8891 ◆ FAX (615) 833-7192 ◆

STEVE CLARK, INC.

NATURAL RESOURCE PLANNING

URBAN FORESTRY

- ducks and other birds to nest with some water protection.
3. Dig a well to fill the pond and assist in maintaining the pond water level.
4. Install a decomposed granite trail.
5. Build an amphitheater as shown on the drawings.
6. Build an observation deck and fishing pier that we can counterbalance the deck near the waters edge or build in the water so you can fish off the pier.
7. Install 2 picnic tables as shown on the plan.
8. Install 3 benches as shown on plan.
9. Install 1 water fountain.
10. Design all facilities to accommodate handicap accessibility
11. Asphalt parking.
12. Underbrush and generally clean the forest of undesirable vegetation.
13. ~~Install 4 pole lights.~~ *Sufficient lighting for safety TAT*
14. Plant 50 trees of various species from 1 to 3 gal to develop an arboretum.
15. Install bird boxes to promote wildlife.
16. Plant wildflowers in the meadow area. *make a bridge at the Wal-Mart site and 1 historical TAT*
17. *RA* ~~Install 1 historical sign and 2 to 3 interpretive signs~~ *interpretive signs depending on the design of the park. The interpretive signs may be smaller in size but made of a durable product with as much permanents as the historical sign.*
18. A wildlife consultant will develop a plan to promote wildlife and native vegetation associated with wildlife enhancement. He will also develop an plan for fish and aquatic vegetation.
19. Design and construction of this park as described in this agreement will be paid for by Wal-Mart Stores Inc.
20. Steve Clark will be the project manager of the tree preservation, landscaping and associated services, hardscape such as decks, trails, benches, picnic tables, all ecosystem design and construction at the store site as well as the Theis Park. He is also to be involved in all design issues that have to do with esthetics and design continuity that combines the manmade design in keeping with the natural environment.
21. The design team will consist of a natural resource planner, landscape architect, engineer, wildlife biologist, and a wetlands consultant.
22. A detailed maintenance plan will be developed and presented to the Theis family and the City of Tomball.

History

This nature center is constructed on the site of the Fritz Theis Survey. In 1868, Henry Theis, a German immigrant who came to Texas in 1846, paid 254 Mexican silver dollars for 166 acres. This land was purchased from the heirs of C.N. Pillot who obtained the property through a Spanish land grant. In 1934 his Henry's son, Fritz, purchased the land and added an additional 35.11 acres, which includes this site. The deed to this land bears the signature of Miriam (Ma) Ferguson, the first woman governor of Texas. In 1950, Fritz's son, A.W. (Allie) Theis and his wife, Thelma (nee Attaway) purchased this property.

The Atascosita Trail, a Spanish-built trail that served as a major trade route for early Texas pioneers, crossed the south portion of the Theis property.

Wet Pond

In the 1950s, iron ore was dug from this location for use in widening what is now State Highway 249. The iron ore pits became the family swimming and fishing hole. These ponds have been transformed into a wildlife sanctuary for birds and small animals. Aquatic vegetation has been added to supply oxygen and food supply to support the wildlife and fish population.

Wildlife

Special wildlife islands have been created in the pond to provide a home for migratory birds.

By keeping much of the existing woods intact, small mammals such as squirrels, rabbits, and foxes may be seen. This also keeps intact existing bird habitats.

DEDICATION MARKER

The Theis Attaway Nature Center is dedicated in memory of A.W. (Allie) Theis, in honor of his wife, Thelma Attaway Theis, and to the glory of our gracious God, Father, Son, and Holy Ghost.

Daddy was a man with a love of and a need for the outdoors. Many times, he said, "Get some land. They *ain't* making any more." He truly felt that having a patch of land was one of the most important things a man could offer his family. Land can provide a place for a home, food to eat, and hours of pleasure. This land was good to Daddy most of the time. It gave him game to hunt, fields to plant, a place for his old salty Brahman cattle to roam, and a gathering spot for friends to come and enjoy some of his good cooking along with his joke telling.

Daddy knew the importance this land held for his father before him. He also knew progress was on its way to Tomball. Filling the move of progress, mother went to work at Brautigam's Grocery Store in 1952 to help with the family income so they could keep the land and maintain an average lifestyle. Many family farms were beginning to disappear. I think with this in mind, Daddy began his quest to retain the old swimming pond and the land around it with the hope of having a place for his grandchildren, their children, and generations to come to enjoy nature. He wanted the old pond to remain a place to gather and have fun.

Mother gave of herself to keep this land. Now, once again she gives so this dream can be for everyone to enjoy. A piece of Tomball's past and a small part of God's wonders can now remain forever for everyone who wants to enjoy it.

We truly hope this parcel of land, which is now a city park, can bring a few fun memories to all who come here. The family of Allie and Thelma Theis cherish our old memories and hope to add new ones.

A.W. (Butch) Theis, Sr.
Mary Martha Theis Williams
Mildred "Millie" Theis Martha
Patricia "Pat" Theis Coon

Green gift

New nature center blossoms in Tomball

by MIKE WARREN
chronicle correspondent

Like Central Park in New York City, the new Theis Attaway Nature Center, located on Theis Road across from Wal-Mart, offers residents an oasis surrounded by busy streets and business.

Tomball officials, community leaders and Theis family members gathered recently to dedicate the .9-acre park.

The facility features an abundance of trees and nature trails; a pond with aquatic vegetation that is stocked with fish; a pier; an observation deck; a wildflower meadow; park benches and restrooms; nesting boxes for migratory birds; and a small amphitheater. All park facilities are wheelchair accessible.

The land for the project was donated by Thelma Attaway Theis and was funded by Wal-Mart Corp.

Tomball school board member Millie Martin, Theis' daughter, said Wal-Mart agreed to build the nature center to compensate Theis for the removal of a live oak tree planted by her mother.

Theis, 89, was present at the ceremony along with her children, Martin, A.W. "Butch" Theis Jr., Mary Martha Theis Williams and Patricia Theis Coon.

The Rev. Wayne Graumann, pastor of Salem Lutheran Church, noted that April 22 was Theis' birthday, but instead of receiving a gift she was giving one to the entire community.

Graumann then led those gathered in singing "Happy Birthday" to Theis, who is the widow of A.W. "Allie" Theis.

The park is donated to Allie and Thelma Theis and "to the glory of our gracious God."

"Daddy loved the outdoors," the dedication marker reads. "He felt that having a patch of land was one of the most important things a man could offer his family and something, as he said, 'God won't be making any more of'... He hoped to always retain the pond and the land around it for family and friends to gather and enjoy nature."

Martin said the dedication was a day for celebra-

See NATURE on Page 4.

Houston Chronicle Wednesday

FROM THE FRONT



Mike Warren photo

Tomball officials, community leaders and Theis family members gather near the park's pond to dedicate the nature center. The land for the project

was donated by Thelma Attaway Theis and was funded by Wal-Mart Corp. Theis, 89, was present at the ceremony.

Nature

Continued from Page 1.

tion and thanksgiving.

"Mother, from all of us, thank you for giving this nature center," she said. "As Patty (Theis) wrote in our dedication marker, you helped Daddy bring us to this land

he would love it."

Martin said the dedication day was significant not only because it was her mother's birthday but because it was the 30th anniversary of Earth Day.

Thirty-eight people purchased oak trees that were planted on the west side of the park, she said.

"We are honored that so many

Clark and John Murphy, who signed the center.

Gail Hurley, chairwoman of city's parks board, said the nature center will be a major asset to Tomball.

"I'm a major tree lover, and I think this is important to all of us in the community to have a place where they can go and spend some time

THEIS ATTAWAY NATURE CENTER

ACKNOWLEDGMENTS

The family of A. W. "Allie" and Thelma (Attaway) Theis wishes to thank and acknowledge the following people for their gift to the Theis Attaway Nature Center:

Given By

Harry (Attaway) Whiteley
Harry (Attaway) Whiteley
Tammy Youngblood, Tammy Youngblood,
Johnnie B. Whiteley, III
G. W. Brautigam Family
Family of Victor Brautigam
Erney & Rita Buescher, Ruby & Neal McKinney
Joseph "Joe" & Eleanora Buvinghausen Family
Anne (Bruce) Drake, Robertson Thomas "Tom" Bruce,
Arleah (Bruce) Hillegeist
Their Loving Children & Grandchildren,
Allan Keefer Cox & Patricia (Cox) Hardee
His Wife, Dora, & Daughters, Mayrene & Connie
G. McStravick, Thomas A. Glazier, Judy G. Spring
Their Loving Sons, Roy & Earl Hillegeist
Their Sons, Bruce, Brian & Blake Hillegeist
Norman & Barbara Bergman, Elmer & Alma Klenk,
Raymond Holderrieth, Vernon & Alice Holderrieth
Their Loving Family
Roy Johlke
His Ann (Johlke) & Eldon Raspberry, Jo Nell (Johlke)
& Vernon Brown, Evelyn (Johlke) & Dennis Raspberry
Daddy & Leora Klein
He & Arlene (Yaeger) Knobloch
J., Jr. & Cora Lee Krebs, Irene Krebs
P. "Red" & Florence (Stratford) Martin, Bob & Barbara
(Martin) Myers, John O'Hara, David & "Millie" (Theis)
Martin, Troy Martin, Shelley Martin
His Loving Wife, Blanch G. Rudel
His Loving Parents, Joe & Barbara Sebesta
His Loving Children, Leighton, Maurice & Karen
Ma Stallones, Lonnie Stallones, & Clay "Butch" Stallones
His Loving Family
Their Children & Grandchildren
Aula (Scheible) Tomchesson, Mike, Cathy & Family

Given By

Anna, Robert & Howard Holderrieth
Anna, Robert & Howard Holderrieth
Pete & Eliza Rodriguez Family
His Loving Wife, Children & Grandchildren

Given By

Rotary Club of Tomball

TREES

Given in Honor Of or In Loving Memory Of

Rita & Johnnie Edgar "J.E." Attaway, Jr.
Evonne (Attaway) Franz & Johnnie E. Attaway, III
Sherry (Attaway) Whiteley

G. W. & Lilly Brautigam and L. F. "Lonnie" Brautigam
Victor B. Brautigam & Freddie Brautigam
Herbert & Emma (Kobs) Buescher
Joseph "Joe" & Eleanora Buvinghausen
Alonzo Robertson "A.R." & Emma Irene (Thomas) Bruce

Lowell & Alynne Cox, Allan & Loula Keefer

Paul F. Fehrle
C. R. "Bob" & Clara S. Glazier
Edward Benjamin & Mathilda (Werner) Hillegeist
Roy Edward & Arleah (Bruce) Hillegeist
William & Ella Holderrieth

Hurshall & Esther (Schwarz) Hooker
Alfred C. & Freda N. Johlke
Ed & Allie Marie Johlke

Alex & Rosa Klein
Otto "Knobby" Knobloch & Arlo O. Yaeger, M.D.
Sybil M. (Theis) Krebs Steele & Donald F. Krebs
Daniel & "Mollie" (Plunkett) Martin, George & Blanche
(Rowley) Stratford

Edmund O. Rudel
Marcus Glen Sebesta, Jr.
Mildred Stallones
William "Bill" Stallones & William Glen Stallones
James W. Strong
Daniel F. & Irene (King) Theis
Richard Tomchesson & Dave "Pop" Tomchesson

BENCHES

Given in Honor Of or In Loving Memory Of

Edwin, Johnnie Wayne & Maurice Holderrieth
Bernard C. Holderrieth & John Holderrieth
Pete & Eliza Rodriguez
Raymond L. Tomchesson

PICNIC TABLE

Given in Honor Of or In Loving Memory Of

Rotarians Worldwide

The family of A. W. "Allie" and Thelma (Attaway) Theis extend a special tribute to the family of Fritz and Mary (Scherer) Theis and their children, Ola, Nora, Allie, Sybil, and Dan, who also called this land home. We also, through the gift of trees, honor and remember family and loved ones.

Given By

Thelma (Attaway) Theis

Thelma (Attaway) Theis

A. W. "Allie" & Thelma Theis Family

The A. W. "Allie" & Thelma Theis Family, the Frank & Mildred (Attaway) Marshall Family

A. W. "Butch", Jr. & Marie (Scheible) Theis & children, A. W. III, Susan & Carolyn

Jimmy & Patricia (Theis) Coon Family

Jimmy "Bo" Coon, Vicki (Coon) Willis, & Clayton Coon

Thomas & Mary (Theis) Williams, Families of Thomas Williams, Jr., Kristi Williams, Douglas Herzog, Dale Herzog, Denise (Herzog) Eichinger

David & Mildred "Millie" (Theis) Martin & children, Troy & Shelley

The Thomas & Mary Martha (Theis) Williams Family

In Loving Memory Of or In Honor Of

A. W. "Allie" Theis, Sr., infant son, Clifford Dale Theis, Fritz & Mary (Scherer) Theis

Parents, Johnnie E. & Mattie (Dickey) Attaway, Sr., brother, Johnnie E. Attaway, Jr., & sister, Mildred (Attaway) Marshall

Viola "Ola" Theis Wheeler & Nora (Theis) Darnell

Mildred (Attaway) Marshall & Patricia Hepinstall

Paul Scheible & Lula Mae (Hanks) Scheible

G. A. & Elsie Coon, Clarence & Mary Coon, & Clyde Ray Coon

David "Uncle David" Spear

Thomas J. & Annie M. Williams, Joe & Lucille Herzog

L. P. "Red" Martin & Florence (Stratford) Martin

"Poley" Parker

We give special thanks to Teddy Klein of Klein Funeral Home, Edwin and Naomi Kleb of KC Tree Farm, David Cox of National Shade, and Wal-Mart Corporation for their contributions. We are most grateful to Chris and Steve Clark of Steve Clark, Inc., and John Murphy of Land Resource Design for making our dream a reality.

THEIS ATTAWAY NATURE CENTER

ACKNOWLEDGMENTS

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Reject Bids Received for Project No. 2018-09, Four (4) Fleet Replacement Vehicles, and Award BuyBoard Contract to Caldwell Country

Background:

In an effort to obtain the most favorable pricing, sealed bids were solicited for the purchase of three (3) ½ ton crew cab trucks, and one (1) ¾ ton crew cab utility bed truck. The Bid packets were available at the Public Works Administration Building or could be electronically delivered by request. A total of six (6) vendors requested the bid packages and two bids were received however only one qualified bid was received based on the specifications. After review of the submitted bid it is recommended to reject the bids received due to pricing and award the contract to Caldwell Chevrolet through a Government BuyBoard contract for a total amount of \$108,521.00 for the purchase of one (1) Chevrolet Colorado, two (2) ½ ton crew cab Silverado 1500, and one (1) ¾ ton crew cab utility bed Silverado 2500. These vehicles are in the approved FY 2017-2018 budget. The Colorado will be assigned to Utility Billing for the meter reading, the ½ ton Silverado's will be assigned to the Inspections and Utilities departments and the ¾ ton Silverado with the utility bed will be assigned to a streets/drainage crew. These trucks replace a 2008 F150 (mileage 33,016) and a 2006 (mileage 81,175) and 2007 (mileage 66,539) Silverado. The Utility Billing truck will be a new addition to the fleet.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends rejecting all bids received and approving a Government BuyBoard Contract with Caldwell Chevrolet in the amount of \$108,521.00.

Funding:

Yes

Account Number: 650-651-6405 & 650-652-6405

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:

BuyBoard Quote - Building

BuyBoard Quote - Utility Billing

BuyBoard Quote - Utilities

BuyBoard Quote - Streets
Bid Tabulation

QUOTE# 004

CONTRACT PRICING WORKSHEET

End User: CITY OF TOMBALL			Contractor: CALDWELL COUNTRY		
Contact Name: MEAGAN MAGEO			CALDWELL COUNTRY		
Email: MMAGEO@TOMBALLTX.GOV			Prepared By: Averyt Knapp		
Phone #: 281-290-1411			Email: aknapp@caldwellcountry.com		
Fax #: 281-351-4735			Phone #: 979-567-6116		
Location City & State: TOMBALL, TX			Fax #: 979-567-0853		
Date Prepared: JANUARY 3, 2018			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2018 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC15543					
A Base Price & Options:					\$25,588
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 5.3L-V8, 6-SPD AUTOMATIC, 17" X 8" ALUMINUM WHEELS, AIR CONDITION, AMFM- STEREO MYLINK W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, OEM HD TRAILER TOW PACKAGE, SPRAY ON BEDLINER, SHORT BOX, REAR STEP BUMPER, REAR VISION, CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL

E	Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$25,588
	Quantity Ordered	1
	Subtotal E	\$25,588
F	Non-Equipment Charges (Trade-In, Warranty, Etc...)	
	BUY BOARD	\$400
G.	Color of Vehicle: WHITE	
H.	Total Purchase Price (E+F)	\$25,988
Estimated Delivery Date:		60-90 DAYS APPX

QUOTE# 005

CONTRACT PRICING WORKSHEET

End User: CITY OF TOMBALL			Contractor: CALDWELL COUNTRY		
Contact Name: MEAGAN MAGEO			CALDWELL COUNTRY		
Email: MMAGEO@TOMBALLTX.GOV			Prepared By: Averyt Knapp		
Phone #: 281-290-1411			Email: aknapp@caldwellcountry.com		
Fax #: 281-351-4735			Phone #: 979-567-6116		
Location City & State: TOMBALL, TX			Fax #: 979-567-0853		
Date Prepared: JANUARY 3, 2018			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2018 CHEVROLET COLORADO 4X2 EXTENDED CAB 12M53					
A Base Price & Options:					\$22,570
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-EXTENDED CAB, 2.5L-4 CYLINDER, 6- SPD AUTOMATIC, VINYL BUCKETS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO MY LINK W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY, EZ LIFT TAILGATE, LONG BOX, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$22,570
Quantity Ordered					1 Page 5 of 11

Subtotal E	\$22,570
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$22,970
Estimated Delivery Date:	60-90 DAYS APPX

QUOTE# 004

CONTRACT PRICING WORKSHEET

End User: CITY OF TOMBALL			Contractor: CALDWELL COUNTRY		
Contact Name: MEAGAN MAGEO			CALDWELL COUNTRY		
Email: MMAGEO@TOMBALLTX.GOV			Prepared By: Averyt Knapp		
Phone #: 281-290-1411			Email: aknapp@caldwellcountry.com		
Fax #: 281-351-4735			Phone #: 979-567-6116		
Location City & State: TOMBALL, TX			Fax #: 979-567-0853		
Date Prepared: JANUARY 3, 2018			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2018 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC15543					
A Base Price & Options:					\$25,588
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 5.3L-V8, 6-SPD AUTOMATIC, 17" X 8" ALUMINUM WHEELS, AIR CONDITION, AMFM- STEREO MYLINK W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, OEM HD TRAILER TOW PACKAGE, SPRAY ON BEDLINER, SHORT BOX, REAR STEP BUMPER, REAR VISION, CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL

E	Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$25,588
	Quantity Ordered	1
	Subtotal E	\$25,588
F	Non-Equipment Charges (Trade-In, Warranty, Etc...)	
	BUY BOARD	\$400
G.	Color of Vehicle: WHITE	
H.	Total Purchase Price (E+F)	\$25,988
Estimated Delivery Date:		60-90 DAYS APPX

QUOTE# 003-UTL

CONTRACT PRICING WORKSHEET

End User: CITY OF TOMBALL	Contractor: CALDWELL COUNTRY
Contact Name: MEAGAN MAGEO	CALDWELL COUNTRY
Email: MMAGEO@TOMBALLTX.GOV	Prepared By: Averyt Knapp
Phone #: 281-290-1411	Email: aknapp@caldwellcountry.com
Fax #: 281-351-4735	Phone #: 979-567-6116
Location City & State: TOMBALL, TX	Fax #: 979-567-0853
Date Prepared: JANUARY 3, 2018	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2018 CHEVROLET 2500HD SILVERADO 4X2 CREW CAB 56CA CC25943	

A Base Price & Options:	\$34,375
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 6.0L-V8, 6-SPD AUTOMATIC, 4.10 LOCKING REAR AXLE DIFFERENTIAL, FULL SIZE SPARE TIRE & WHEEL, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO MYLINK W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, KNAPHEIDE UTILITY BODY, 3 COMPARTMENTS PER SIDE, TRAILER TOW PACKAGE W/RECEIVER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		\$34,375
Quantity Ordered		1
Subtotal E		\$34,375
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$34,775
	Estimated Delivery Date:	60-90 DAYS APPX

Bid Number 2018-09 - Four (4) Fleet Replacement Vehicles				
Bid Tabulation				
Bid Item:	Community Development	Utility Billing	Utilities	Streets
	1/2 Ton Crew Cab Truck	1/2 Ton Crew Cab Truck	1/2 ton L.W.B. Crew Cab Truck	3/4 ton L.W.B. Crew Cab/ Utility Bed Truck

Company
Grapevine DCJ

2018 Ram 1500 Crew Cab	2018 Ram 1500 Crew Cab	2018 Ram 1500 Crew - Tradesman Model	** 2018 Ram 2500 Crew Cab - Extended Bed - No Utility Bed
\$25,543.00	\$25,043.00	\$23,486.00	\$25,755.00
2018 Chev Silverado 1500 - Long Bed	2018 Chev Silverado 1500 - Short Bed	2018 Chev. Silverado 1500 - Extended Bed	2018 Chev Silverado 2500HD Work Truck
\$26,545.00	\$25,588.00	\$26,270.00	\$34,375.00

Caldwell Country

**** Vehicle does not meet minimum specifications**

BuyBoard Quotes - (Rebate Received)

2018 Chev Colorado - Long Bed	2018 Chev Silverado 1500 - Short Bed	2018 Chev. Silverado 1500 - Short Bed	2018 Chev Silverado 2500HD Work Truck
\$22,570.00	\$25,588.00	\$25,588.00	\$34,375.00

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Consideration To Approve **Zoning Case P18-004**: Request By Ahmad Adnan Aslam To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Rezoning Approximately 0.32 Acres Of Land Legally Described As Lots 11 & 12 Block 6 Main Street-Tomball, Harris County, Texas, Generally Located At The Southeast Corner Of Barbara Street And Lawrence Street, From The Single-Family 6 District To The Old Town & Mixed Use District.

- Conduct Public Hearing On **Zoning Case P18-004**
- Adopt, on First Reading, Ordinance 2018-09, 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 0.32 Acres of Land, Legally Described Lots 11 & 12 Block 6 Main Street – Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town And Mixed Use District; Said Property Being Generally Located at the Southeast Corner of Barbara Street and Lawrence Street; 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 February 12, 2018, after conducting a Public Hearing, the Planning and Zoning Commission recommended approval of the rezoning request with a 4-1 vote.

Origination:

Dr. Ahmad Adnan Aslam

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

ATTACHMENTS:

Ordinance No. 2018-09
Notice of Public Hearing
Property Owner Notification
Public Comment Forms
Staff Report

ORDINANCE NO. 2018-09

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 0.32 ACRES OF LAND, LEGALLY DESCRIBED LOTS 11 & 12 BLOCK 6 MAIN STREET – TOMBALL, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SINGLE-FAMILY 6 DISTRICT TO THE OLD TOWN AND MIXED USE DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHEAST CORNER OF BARBARA STREET AND LAWRENCE STREET; 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, Ahmad Adnan Aslam has requested that approximately 0.32 acres of land, legally described as Lots 11 and 12 Block 6 Main Street – Tomball, City of Tomball, Harris County, Texas, generally located at the southeast corner of Barbara Street and Lawrence Street, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Old Town & Mixed Use 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 Single-Family 6 District to the Old Town & Mixed Use 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 Old Town & Mixed Use 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 Old Town & Mixed Use 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 19TH DAY OF FEBRUARY 2018.

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 5TH DAY OF MARCH 2018.

COUNCILMAN FORD	_____
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)
FEBRUARY 12, 2018
&
CITY COUNCIL
FEBRUARY 19, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 12, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, February 19, 2018, 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 P18-004: Request by Ahmad Adnan Aslam to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 11 & 12 Block 6 Main Street - Tomball, Harris County, Texas, generally located at the southeast corner of Barbara Street and Lawrence Street, from the Single-Family 6 District to the Old Town & Mixed Use District.

Zoning Case P18-008: Request by Daniel & Rebecca Morgan to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1 acre of land legally described as Lots 7, 8, 9 & 10 Block 8 Main Street Addition and Tract 11A, 11B, 12A & 12B Block 8, Part of Lots 11 & 12 Main Street Tomball, Harris County, Texas, generally located on the east side of Raymond Street, between Barbara Street and Alma Street, from the Single-Family 6 District to the Old Town & Mixed Use 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 Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

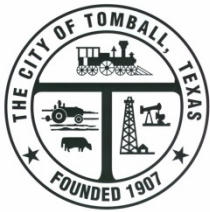
C E R T I F I C A T I O N

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 **8th** day of **February 2018** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Elizabeth Jones

Elizabeth Jones
Administrative Assistant

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: P18-004

APPLICANT/OWNER: Ahmad Adnan Aslam

LOCATION: Generally located at the southeast corner of Barbara Street and Lawrence Street

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as Lots 11 & 12 Block 6 Main Street - Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town & Mixed Use District.

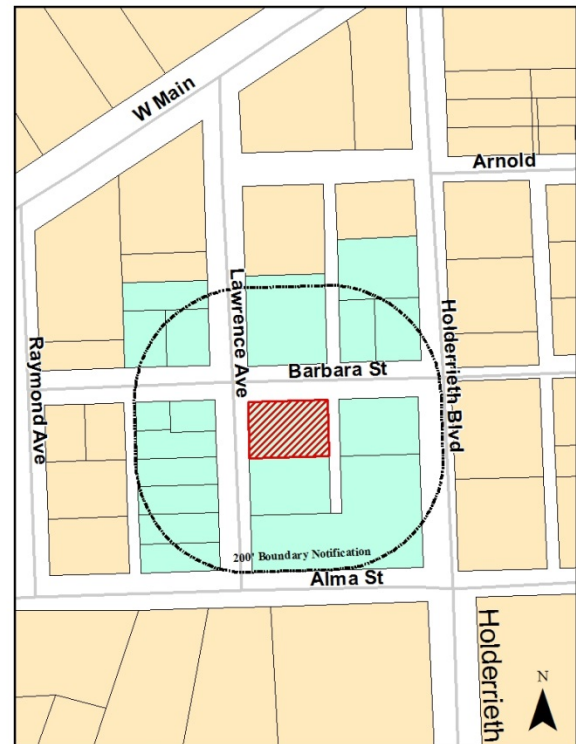
CONTACT: Amelia Lindley, Planner

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, February 12, 2018, 6:00 PM**

**City Council Public Hearing:
*Monday, February 19, 2018, 6:00 PM**

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

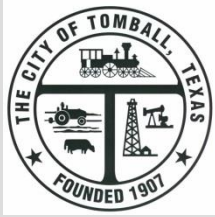
*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.

Amelia Lindley

From: Wheeler Coe <wheelercoe@aol.com>
Sent: Monday, January 29, 2018 3:41 PM
To: Amelia Lindley
Subject: Zoning CaseP-18-004

I have no objection to the rezoning request.

E. Wheeler Coe, Jr.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: February 12, 2018
City Council Public Hearing Date: February 19, 2018

Rezoning Case: P18-004
Property Owner(s): Tomball & Magnolia Properties
Applicant(s): Ahmad Adnan Aslam
Legal Description: Lots 11 & 12 Block 6 Main Street - Tomball
Location: Southeast corner of Barbara Street and Lawrence Street (Exhibit "A")
Area: 0.32 acres
Comp Plan Designation: Mixed Use (Exhibit "B")
Present Zoning and Use: Single-Family 6 District (Exhibit "C") / Undeveloped land (Exhibit "D")
Request: Rezone from the Single-Family 6 District to the Old Town & Mixed District

Adjacent Zoning & Land Uses:

North: Old Town & Mixed Use District / Tomball Diesel & Auto

South: Single-Family 6 District / Single-family residence

West: Single-Family 6 District / Single-family residence

East: Single-Family 6 District / Single-family residence

BACKGROUND

City Staff met with the applicant to discuss the development of offices on the subject site. Staff informed the applicant that a rezoning would be required for the proposed development.

ANALYSIS

The subject site is approximately 0.32 acres, located at the southeast corner of Barbara Street and Lawrence Street. The owner of the subject site also owns the medical office building located nearby at the northwest corner of Alma Street and Holderrieth Boulevard. The applicant intends on constructing office buildings on the site.

Surrounding zoning districts include Old Town & Mixed Use to the north and Single-Family 6 to the south, east and west. There are mostly single-family residences in the area; however to the

north of the subject site there is an auto body repair shop. There are also multiple medical care facilities in close proximity to the site.

The property and all surrounding properties are designated as Mixed Use by the City's Comprehensive Plan Future Land Use Map. The purpose of the Mixed Use designation is to "include a mix of office, retail/commercial and high density residential uses in a master planned, integrated manner".

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 Old Town & Mixed Use District appear to be appropriate for the immediate area. The established land uses in the area include single-family residences, multiple medical office buildings and an auto body repair shop. The nature of the Old Town & Mixed Use District is a mixture of nonresidential and residential uses integrated together throughout the district.

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.

Adequate utilities are available to serve this property and the existing streets adjacent to the property can accommodate traffic generated by an Old Town & Mixed Use District development.

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 Old Town & Mixed Use; however, this property is near an existing development by the same owners. There does not appear to be any special circumstances which 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 Old Town & Mixed Use District in the City.

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 Future Land Use Map designates the property as Mixed Use which is intended for “a mix of office, retail/commercial, dense commercial uses, a civic core, and high density residential”. The request appears to be consistent with the Future Land Use Map. The Comprehensive Plan also endorses the continuation of the mixture of uses and specifically states that retail, office, single-family, duplex, and multifamily are the most appropriate uses in this area.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on January 26, 2018. The Notice of Public Hearing was published in the paper on January 31, 2018. 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 P18-004 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 generally 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 Photo
- E. Application

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

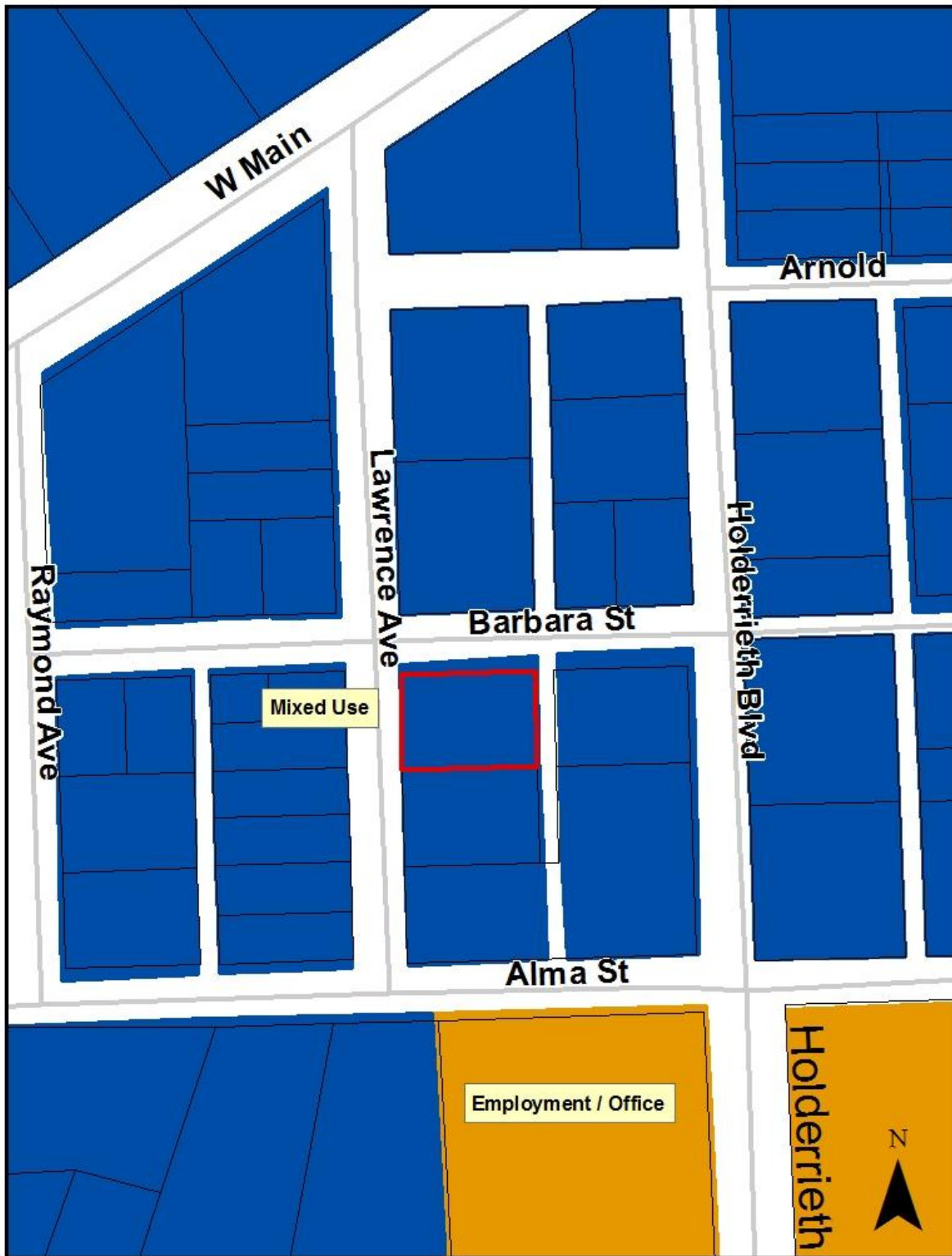
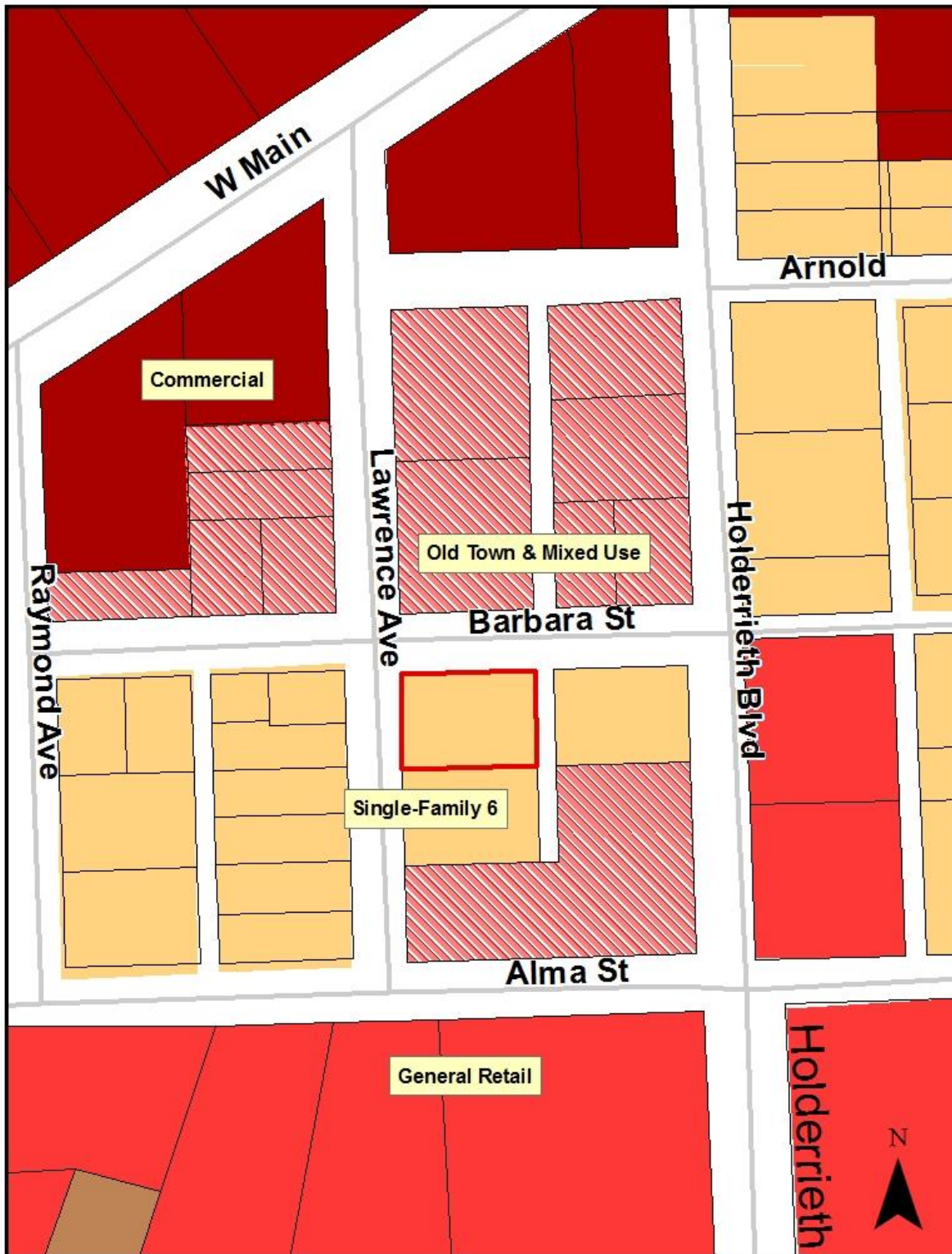


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Subject site is currently undeveloped.

Exhibit "E"
Application

Revised 5/19/15



18-004

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: AHMAD ADNAN ASLAM Title: MD
Mailing Address: 308 HOLDERRIETH BLVD City: TOMBALL State: TX
Zip: 77375
Phone: (832) 524-2504 Fax: (281) 351-4915 Email: houstonheartcenter@yahoo.com

Owner

Name: Tomball & Magnolia Properties LLC Title: _____
Mailing Address: 308 HOLDERRIETH BLVD City: TOMBALL State: TX
Zip: 77375
Phone: (832) 524-2504 Fax: (281) 351-4915 Email: houstonheartcenter@yahoo.com

Engineer/Surveyor (if applicable)

Name: N/A Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Build office to house 4-6 employees

Physical Location of Property: 911 Barbara Street Tomball TX 77375

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Lts 11&12 BLK 6 MAIN-STREET - TOMBALL 0.3214 AC

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-6

Current Use of Property: VACANT LOT

Proposed Zoning District: OT& MU old town and mixed use district

Proposed Use of Property: office building

HCAD Identification Number: _____ **Acreage:** 0.3214 AC

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.

<u>X</u>		<u>12/28/2017</u>
Signature of Applicant		Date
<u>X</u>		<u>12/28/2017</u>
Signature of Owner		Date

CITY OF TOMBALL
281-351-5484

REC#: 01011274 12/29/2017 11:31 AM
OPER: RP TERM: 005
REF#: W 5071

TRAN: 130.0000 PLANNING AND ZONING
911 BARBARA ST
AHMAD ADNAN ASLAM
100-5441
REZONING APPLICATIO 410.00CR

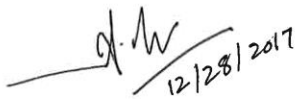
TENDERED: 410.00 CHECK
APPLIED: 410.00-

CHANGE: 0.00

Community Development Department Planning division

For our lot located at 911 Barbara street Tomball, TX 77375. LTS 11&12 BLK 6 MAIN STREET-TOMBALL 0.3214 AC. we respectfully request to change zoning from SF-6 to OT&MU so that we can build office to house 4-6 of our employees. My current office location is 308 Holderrieth Blvd. which is zoned as OT&MU.

Sincerely

A handwritten signature in black ink, appearing to read 'A. Aslam', is written over a horizontal line. To the right of the signature, the date '12/28/2017' is handwritten.

Ahmad Adnan Aslam

on behalf of

Tomball and Magnolia Properties LLC

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Consideration To Approve **Zoning Case P18-008**: Request By Daniel & Rebecca Morgan To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Rezoning Approximately 1 Acre Of Land Legally Described As Lots 7, 8, 9 & 10 Block 8 Main Street Addition And Tract 11A, 11B, 12A & 12B Block 8, Part Of Lots 11 & 12 Main Street Tomball, Harris County, Texas, Generally Located On The East Side Of Raymond Street, Between Barbara Street And Alma Street, From The Single-Family 6 District To The Old Town & Mixed Use District.

- Conduct Public Hearing on **Zoning Case P18-008**
- Adopt, on First Reading, Ordinance No. 2018-10, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 1 Acre of Land, Legally Described Lots 7, 8, 9 & 10 Block 8 Main Street Addition and Tract 11a, 11b, 12a & 12b Block 8, Part of Lots 11 & 12 Main Street - Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town and Mixed Use District; Said Property Being Generally Located on the East Side of Raymond Street, between Barbara Street and Alma Street; 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 February 12, 2018, after conducting a Public Hearing, the Planning and Zoning Commission recommended approval of the rezoning request with a 4-1 vote.

Origination:

Daniel and Rebecca Morgan

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
--	--	-------

ATTACHMENTS:

Ordinance No. 2018-10
Notice of Public Hearing
Property Owner Notification

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1 ACRE OF LAND, LEGALLY DESCRIBED LOTS 7, 8, 9 & 10 BLOCK 8 MAIN STREET ADDITION AND TRACT 11A, 11B, 12A & 12B BLOCK 8, PART OF LOTS 11 & 12 MAIN STREET - TOMBALL, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SINGLE-FAMILY 6 DISTRICT TO THE OLD TOWN AND MIXED USE DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE EAST SIDE OF RAYMOND STREET, BETWEEN BARBARA STREET AND ALMA STREET; 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, Daniel and Rebecca Morgan have requested that approximately 1 acre of land, legally described as Lots 7, 8, 9 & 10 Block 8 Main Street Addition and Tract 11A, 11B, 12A & 12B Block 8, Part of Lots 11 & 12 Main Street - Tomball, generally located at the southeast corner of Barbara Street and Lawrence Street, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Old Town & Mixed Use 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 Single-Family 6 District to the Old Town & Mixed Use District subject to the regulations, restrictions, and conditions hereafter set forth.

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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 19TH DAY OF FEBRUARY 2018.

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 5TH DAY OF MARCH 2018.

COUNCILMAN FORD	_____
-----------------	-------

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)
FEBRUARY 12, 2018
&
CITY COUNCIL
FEBRUARY 19, 2018**



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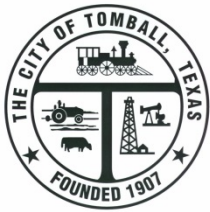
C E R T I F I C A T I O N

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Elizabeth Jones

Elizabeth Jones
Administrative Assistant

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: P18-008

APPLICANT/OWNER: Daniel & Rebecca Morgan

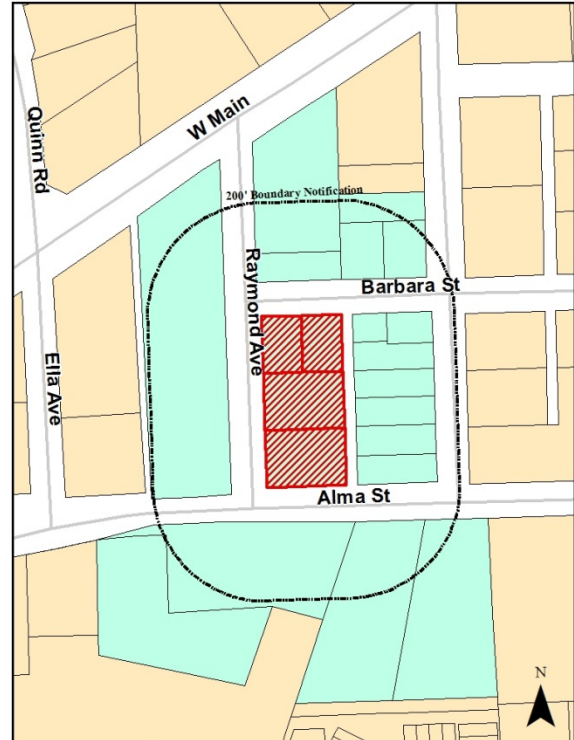
LOCATION: Generally located on the east side of Raymond Street, between Barbara Street and Alma Street

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1 acre of land legally described as Lots 7, 8, 9 & 10 Block 8 Main Street Addition and Tract 11A, 11B, 12A & 12B Block 8, Part of Lots 11 & 12 Main Street Tomball, Harris County, Texas, from the Single-Family 6 District to the Old Town & Mixed Use District.

CONTACT: Amelia Lindley, 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.

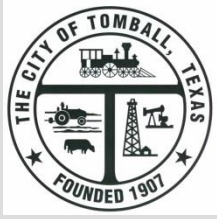
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**Planning & Zoning Commission
Public Hearing:
Monday, February 12, 2018, 6:00 PM**

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*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: February 12, 2018

City Council Public Hearing Date: February 19, 2018

Rezoning Case: P18-008

Property Owner(s): Daniel & Rebecca Morgan

Applicant(s): Daniel & Rebecca Morgan

Legal Description: Lots 7, 8, 9 & 10 Block 8 Main Street Addition and Tract 11A, 11B, 12A & 12B Block 8, Part of Lots 11 & 12 Main Street Tomball

Location: East side of Raymond Street, between Barbara Street and Alma Street (Exhibit "A")

Area: 1 acre

Comp Plan Designation: Mixed Use (Exhibit "B")

Present Zoning and Use: Single-Family 6 District (Exhibit "C") / Single-family residences (Exhibit "D")

Request: Rezone from the Single-Family 6 District to the Old Town & Mixed District

Adjacent Zoning & Land Uses:

- North:** Old Town & Mixed Use District / Undeveloped
- South:** General Retail District / Office building
- West:** Commercial District / Church
- East:** Single-Family 6 District / Single-family residences

BACKGROUND

City Staff met with the applicant to discuss the property in January 2018. The applicant expressed interest in rezoning the property to allow for residential or non-residential development.

ANALYSIS

The whole subject site is multiple lots totaling to approximately one acre. The properties are on the east side of Raymond Street, between Alma Street and Barbara Street. There are currently four single-family residences on the separate lots. Across Alma Street, there is an office building and a restaurant. Across Raymond Street, Tomball Assembly of God operates. On the north side

of Barbara Street, there is an undeveloped property and a medical office building and all other surrounding properties are single-family residences, separated by an alley.

The property is currently zoned Single-Family 6 District. Properties directly to the east are also zoned Single-Family 6 District. Properties to the north are zoned Old Town & Mixed Use, to the west, Commercial and to the south of the site is General Retail.

The property and all surrounding properties are designated as Mixed Use by the City's Comprehensive Plan Future Land Use Map. The purpose of the Mixed Use designation is to "include a mix of office, retail/commercial and high density residential uses in a master planned, integrated manner".

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 Old Town & Mixed Use District appear to be appropriate for the immediate area. The established land uses in the area include single-family residences, office buildings and a church. The nature of the Old Town & Mixed Use District is a mixture of nonresidential and residential uses intergraded together throughout the district.

- 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.**

Adequate utilities are available to serve this property and the existing streets adjacent to the property can accommodate traffic generated by an Old Town & Mixed Use District development.

- 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 Old Town & Mixed Use. There does not appear to be any special circumstances which 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 Old Town & Mixed Use District in the City.

- 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 Future Land Use Map designates the property as Mixed Use which is intended for “a mix of office, retail/commercial, dense commercial uses, a civic core, and high density residential”. The request appears to be consistent with the Future Land Use Map. The Comprehensive Plan also endorses the continuation of the mixture of uses and specifically states that retail, office, single-family, duplex, and multifamily are the most appropriate uses in this area.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on January 26, 2018. The Notice of Public Hearing was published in the paper on January 31, 2018. 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 P18-008 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 generally 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

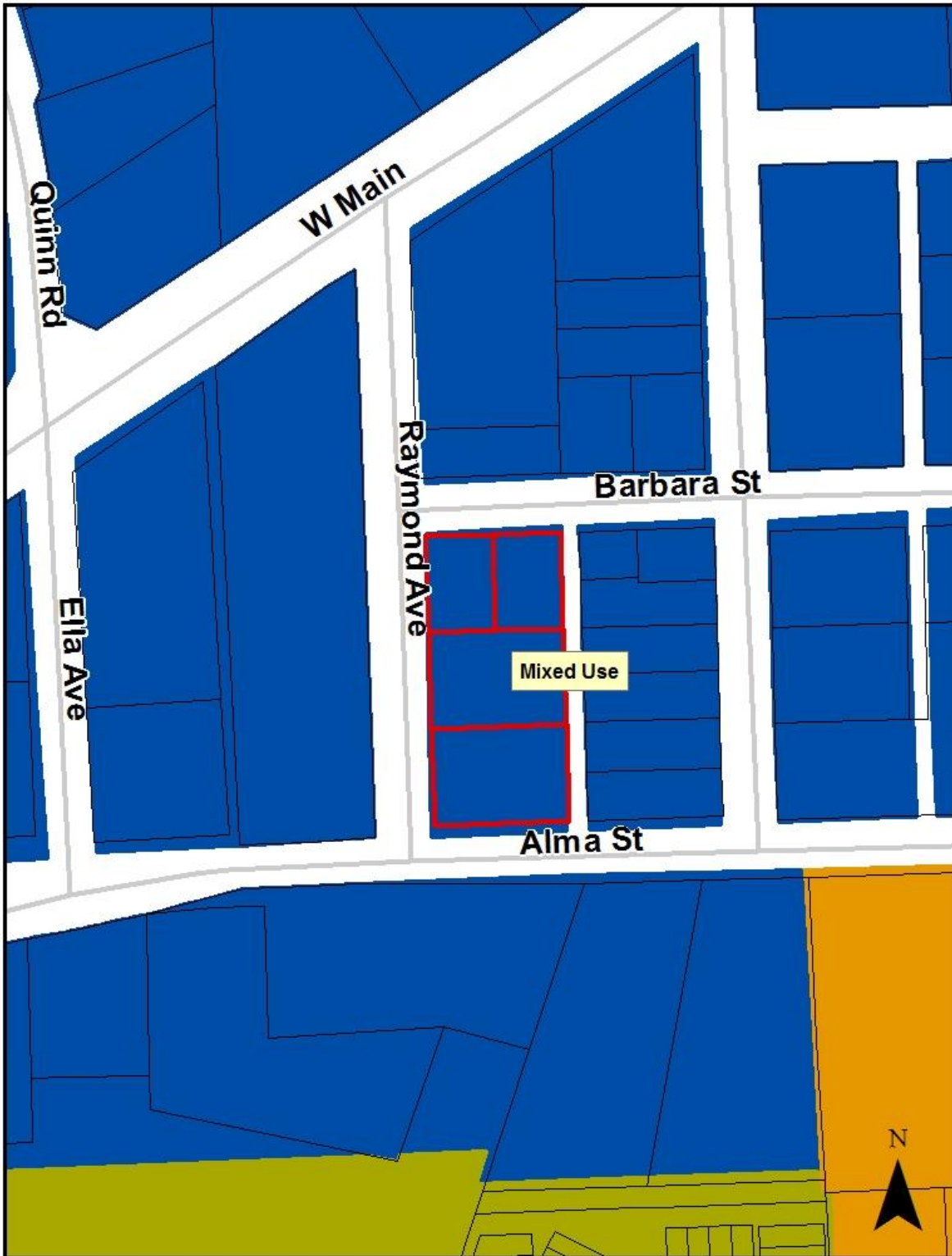
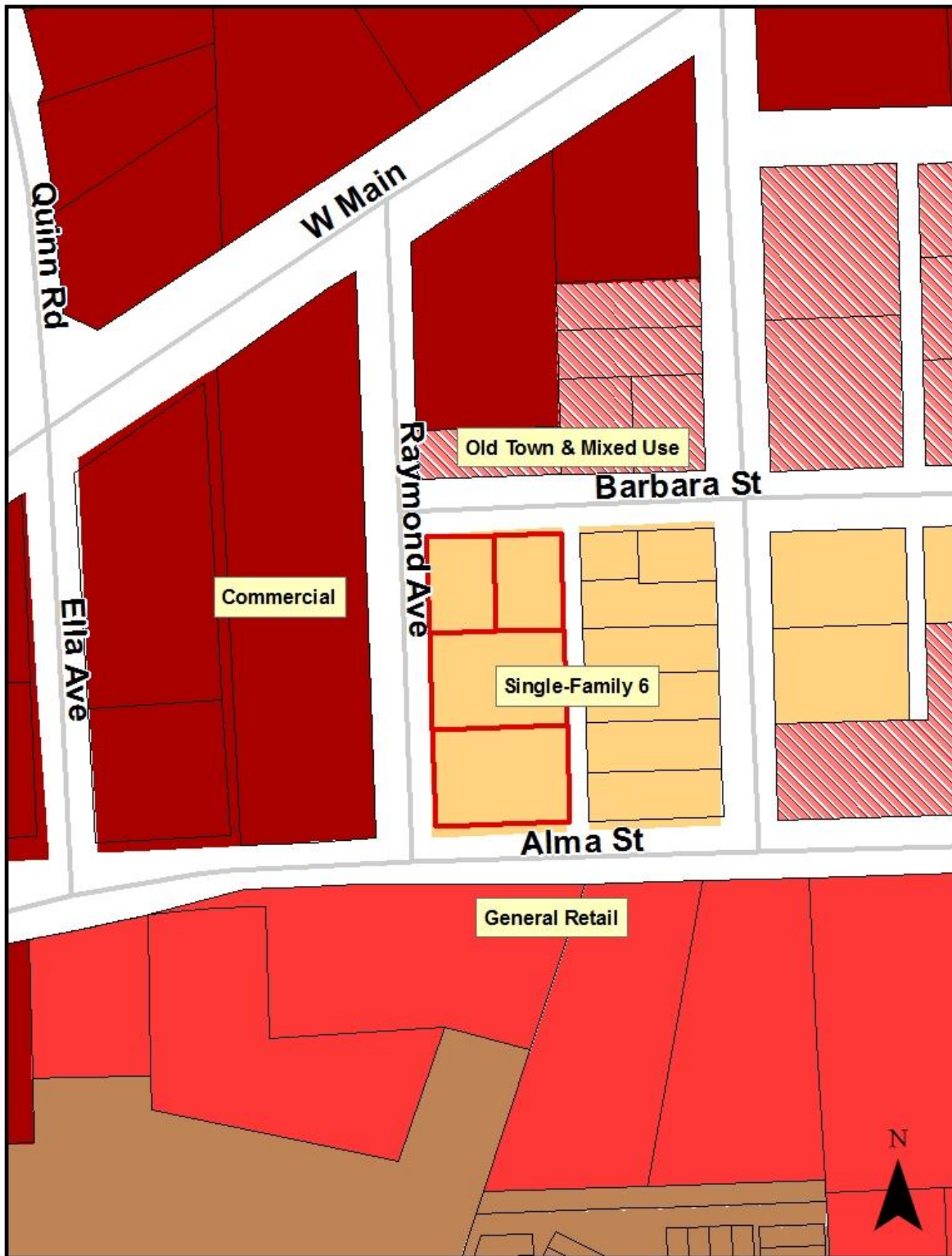


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**



Subject site view from Raymond Street



Subject site view from Barbara Street



Subject site view from Alma Street

Exhibit "E"
Application

Revised 5/19/15



18-008

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 Abby Morgan

Name: Daniel & Rebecca Morgan Title: _____

Mailing Address: 26407 Dobbin Hufsmith City: Magnolia State: Tx

Zip: 77354

Phone: (713) 992-7545 Fax: (281) 259-8676 Email: mmleasing@att.net

Owner

Name: Same Title: _____

Mailing Address: _____ City: _____ State: _____

Zip: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Engineer/Surveyor (if applicable)

Name: _____ Title: _____

Mailing Address: _____ City: _____ State: _____

Zip: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: To Be Determined

Physical Location of Property: 203 Raymond, Tomball, tx. 77375

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Lots Nine & Ten, in Block 8 of Main St.

Addition in Harris County, Tx
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: S6

Current Use of Property: Residential

Proposed Zoning District: Old Town & Mixed Use

Proposed Use of Property: To Be Determined

HCAD Identification Number: 0670990080010 Acreage: _____

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 Rebecca E. Morgan 1/5/18
Signature of Applicant Date

X Rebecca E. Morgan 1/5/18
Signature of Owner Date

CITY OF TOMBALL
281-351-5484

REC#: 01012026 1/05/2018 11:36 AM
OPER: LS TERM: 005
REF#: W 8035

TRAN: 130.0000 PLANNING AND ZONING
ABBY MORGAN RAYMOND STREET
100-5441
REZONING APPLICATIO 410.00CR

TENDERED: 410.00 CHECK
APPLIED: 410.00-

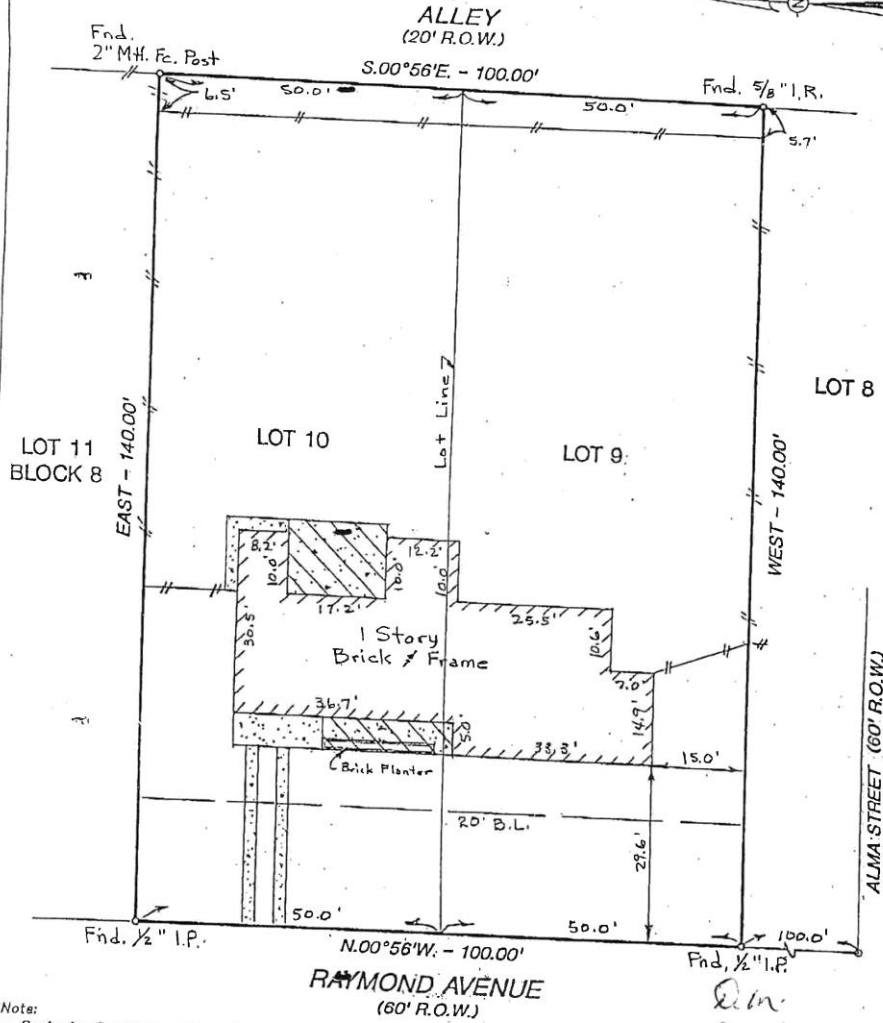
CHANGE: 0.00

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

www.tomballtx.gov

This property is not located in the 100 year flood plain, & is in insurance rate map zone X, as per map 48201C0040G Dated 9-28-90

Note: All fences are 4' chlk. unless otherwise noted.



Note:
- Basis for Bearings: assumed as platted
- Distances shown are ground distances
- All abstracting done by title company

I hereby certify that this survey was made on the ground under my supervision on 28 July 1994 and that this plot represents the facts found at the time of survey.

D. E. West

D. E. West R.P.L.S. No. 1229 Date 7/29/94



LOT	9 & 10	BLK	8	SECTION	MAIN STREET ADDITION
RECORDS FOR	VOLUME 15, PAGE 43	MAP RECORDS	HARRIS	TEXAS	
ADDRESS:	203 RAYMOND AVENUE	CITY	TOMBALL 77375	LOCATOR	NATIONS BANK MORTGAGE CORP.
PURCHASER	Geremia F. Mattera and wife, Judy A. Mattera	SILE COMPANY	CHICAGO TITLE INS. COMPANY	ST/	189419

GULLETT & ASSOCIATES, INC.
P.O. BOX 230107
HOUSTON, TEXAS 77202

Mailing Address:
Information & Assistance Division
P.O. BOX 922004
Houston, TX 77292-2004



HARRIS COUNTY APPRAISAL DISTRICT

NOTICE OF APPRAISED VALUE FOR PROPERTY TAX PURPOSES

This is **NOT** a tax bill. Do **NOT** pay from this notice.

Tax Year: **2017**

iFile Number: **01133190**

www.hcad.org/iFile

PROPERTY DESCRIPTION: 03/31/2017
LTS 9 & 10 BLK 8
MAIN STREET - TOMBALL

Please use this ACCOUNT NUMBER → **0670990080010**
when inquiring about your property.



26-2

2017 0670990080010 03/31/2017 0000040205

MORGAN DANIEL & REBECCA

26407 DOBBIN HUFFSMITH RD

MAGNOLIA TX 77354-4037

PROPERTY LOCATION:

203 RAYMOND ST
TOMBALL, TX 77375

Dear Property Owner:

This letter is your official notice of the 2017 property tax appraisal for the account listed above. Harris County Appraisal District (HCAD) appraises all of the property in Harris County for property tax purposes. Your county, city, school district, and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance, and many others.

By law, we must appraise property at market value. Market value is the price for which it would have sold on January 1 in the open market. You can find additional information about the reappraisal on our website at www.hcad.org and selecting Resources and then Reappraisal from the menu. If you have a homestead exemption and your 2017 market value increased by more than 10%, your 2017 appraised value may be less than the market value.

As of January 1, 2017, we appraised your property as shown below:

2017 Market Value: \$142,607

2017 Appraised Value: \$125,171

If you believe our market value appraisal is not accurate, you should file a protest with the Appraisal Review Board of Harris County. I have enclosed more information about the protest process with this letter. You can file until **May 31, 2017**, or 30 days after the date this letter was mailed, whichever is later.

I have also included a protest form, but the easiest way to protest is to file online at www.hcad.org/iFile, using the iFile number in the upper right corner of the page. You will need to create a user name and password if you have not already done so. After filing you may also wish to take advantage of our online settlement process, called iSettle™. You can find more information about iFile and iSettle™ at www.hcad.org.

Sincerely,

Roland Altinger, CAE, RPA, CTA
Chief Appraiser
Harris County Appraisal District

0059



201700048 0000040205



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: Daniel & Rebecca Morgan Title: _____
 Mailing Address: 26407 Dobbin Hufsmith City: Magnolia State: Tx
 Zip: 77354
 Phone: (713) 992-7545 Fax: (281) 259-8676 Email: mmleasing@att.net

Owner

Name: Same Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: To Be Determined

Physical Location of Property: 201 Raymond, Tomball Tx 77375

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS 11B & 12B Block 8, PT LTS 11 & 12
Main Street Tomball

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: S6

Current Use of Property: Residential

Proposed Zoning District: Old Town & Mixed Use

Proposed Use of Property: To Be Determined

HCAD Identification Number: 0670990080012 Acreage: _____

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 Renée E. Morgan 1/5/18
Signature of Applicant Date

X Renée E. Morgan 1/5/18
Signature of Owner Date



APPLICATION FOR REZONING

Community Development Department
Planning Division

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Mailing Address: 26407 Dobbin Hufsmith City: Magnolia State: Tx

Zip: 77354

Phone: (713) 992-7545 Fax: (281) 259-8676 Email: mmleasing@att.net

Owner

Name: Same Title: _____

Mailing Address: _____ City: _____ State: _____

Zip: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Engineer/Surveyor (if applicable)

Name: _____ Title: _____

Mailing Address: _____ City: _____ State: _____

Zip: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: To Be Determined

Physical Location of Property: 205 Raymond, Tomball, Tx.

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Lots 7 & 8 in Block 8 of Main St. Addition
to the city of Tomball, Harris County

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: S6

Current Use of Property: Residential

Proposed Zoning District: Old Town & Mixed Use

Proposed Use of Property: To Be Determined

HCAD Identification Number: 0670990080007 Acreage: _____

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

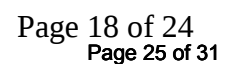
www.tomballtx.gov

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X Rebecca E. Morgan 1/5/18
Signature of Applicant Date

X Rebecca E. Morgan 1/5/18
Signature of Owner Date





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: Daniel & Rebecca Morgan Title: _____
 Mailing Address: 26407 Dobbin Hufsmith City: Magnolia State: Tx
 Zip: 77354
 Phone: (713) 992-7545 Fax: (281) 259-8676 Email: mmleasing@att.net

Owner

Name: Same Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: To Be Determined

Physical Location of Property: 1007 Barbara, Tomball, Tx. 77375

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Lots 11 & 12 in Block 8 of the Main St.
Addition to the city of Tomball, Harris County
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: S6

Current Use of Property: Residential

Proposed Zoning District: Old Town & Mixed Use

Proposed Use of Property: To Be Determined

HCAD Identification Number: 0670990080011 Acreage: _____

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

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X Rebecca E. Morgan 1/5/18
Signature of Applicant Date

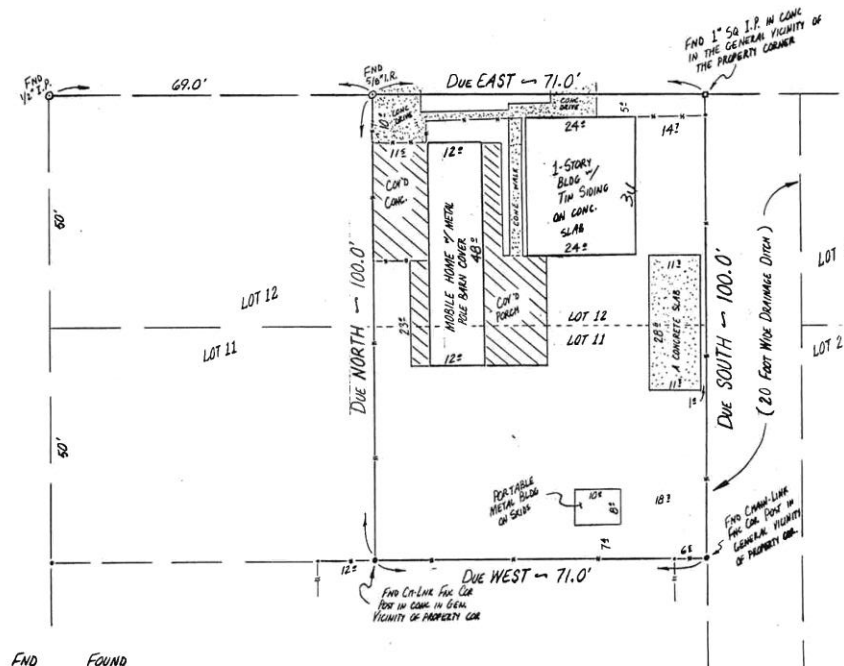
X Rebecca E. Morgan 1/5/18
Signature of Owner Date

A PLAT OF THE EAST 71 FEET OF LOTS 11 AND 12 IN
BLOCK 8 OF MAIN STREET ADDITION, AN ADDITION IN HARRIS
COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME
15, PAGE 43, OF THE MAP RECORDS OF HARRIS COUNTY.

Ex B

BARBARA STREET
(60 FT. R.O.W.)

RAYMOND AVENUE
(60 FT. R.O.W.)



FND FOUND
I.P. IRON PIPE
I.R. IRON ROD
— CHAIN-LINK FENCE

ADDRESS: 1007 BARBARA ST.

I do hereby certify that this survey was made by me on the ground
of the property described and depicted above and is correct in all that it
implies. All improvements are shown and there are no conflicts, discrepancies,
shades in area or boundary lines, or any overlapping of improvements except
as shown herein. All visible easements and rights-of-way are shown.

Survey, stamped, and dated this 28th day of February, 1992.

SCALE: 1"=20 FEET
0 10 20 30

PREPARED
for
TRAVIS WHITAKER
by
TONY SWONKE LAND SURVEYING
1002 N. Main St.
Tomball, TX 77375
(713) 351-5777 (7789)



Ex A

BEING a tract of land out of Lots 11 and 12 in Block 8 of the Main Street Addition to the City of Tomball, Harris County, Texas, as shown by a map or plat thereof recorded in Volume 15, page 43 of the Map Records of Harris County, Texas, said tract of land being described by metes and bounds as follows:

BEGINNING at an iron pipe set for the Northwest corner of said Lot 12, same also being in the East line of Raymond Street and the South line of Barbara Street;

THENCE South 100 feet along the East line of Raymond Street to an iron pipe set for corner; said point also being the Southwest corner of Lot 11;

THENCE East 69 feet along the South line of said Lot 11 to an iron pipe set for corner;

THENCE North 100 feet, parallel to the West line of said Lot 11 and 12 to an iron pipe set for corner in the North line of the said Lot 12;

THENCE West 69 feet along the North line of said Lot 12 and the South line of Barbara Street to the PLACE OF BEGINNING.

PAGE 1 OF 1 EXHIBIT A PAGES



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED AND MADE UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 10 1992



Quita Rodriguez
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Quita Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS
92 MAR 10 PM 2:33
FILED

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

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.

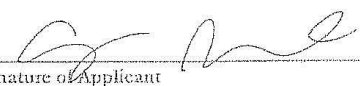
This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

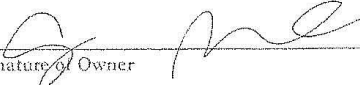
X Daniel L. Morgan 1/5/18
Signature of Applicant Date

X Daniel L. Morgan 1/5/18
Signature of Owner Date

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X  1/4/18
Signature of Applicant Date

X  1/4/18
Signature of Owner Date

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Adopt, on First Reading, Ordinance No. 2018-11, an Ordinance Altering the *Prima Facie* Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, or Parts Thereof, within the Corporate Limits of the City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance

Background:

In December 2017, staff was contacted by Comquest Academy to express concerns regarding the posted speed limits along Peach Street. The basis for the concerns was that the street did not have an established school zone for their property located on the east side of Moore Street.

Staff conducted an engineering and traffic study, which has warranted certain revisions to the posted speed limits along sections of Peach Street.

The recommended revisions include the following speed zone:

Along Peach Street, a school zone from Texas Street to 355.0 feet north to Moore Street, a distance of approximately 0.07 miles, 20 MPH during designated hours of: 7:00 AM – 7:30 AM and 3:00 PM to 3:30 PM.

Once adopted, staff anticipates the new speed limits to be posted within 60 days, pending the delivery of the school zone signs.

Origination:

Public Works Department

Recommendation:

Adopt Ordinance Number 2018-11 on first reading.

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

ATTACHMENTS:

Ord 2018-11 Amending Prima Facie Speed Limits Peach Street within COT

ORDINANCE NO. 2018-11

AN ORDINANCE ALTERING THE *PRIMA FACIE* SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TOMBALL AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE IN AN AMOUNT NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR THE VIOLATION OF THIS ORDINANCE.

* * * * *

WHEREAS, §545.356, Texas Transportation Code, provides that, whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, any *prima facie* speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe *prima facie* speed limit thereat or there on by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

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

Along Peach Street, a school zone from Texas Street to 355.0 feet north to Moore Street, a distance of approximately 0.07 miles, 20 MPH during designated hours of: 7:00 AM – 7:30 AM and 3:00 PM to 3:30 PM.

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 19TH DAY OF FEBRUARY 2018.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 5TH DAY OF MARCH 2018.

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Approve Execution of an Engineering Contract with Gunda Corporation for the Design of 2018 Sidewalk Project for Installation of New Sidewalks along Various Roads within the City (Commerce Street, N. Walnut Street, Market Street, Johnson Road and Theis Lane), in the Amount of \$114,606.00

Background:

As part of the continual development and construction of new sidewalks throughout the City, staff is recommending awarding an engineering contract to Gunda Corporation for the design of sidewalks along Commerce Street, N. Walnut Street, Market Street, Johnson Road and Theis Lane; these sidewalks will total approximately 2,940 feet of new sidewalks to our City.

The contract with Gunda Corporation will include the design of the sidewalks, land surveying, preparation of the bid documents and managing the contract with the hired contractor for construction for a total amount of \$114,606.00

Origination:

Public Works Department

Recommendation:

Staff recommends approval to execute a contract with Gunda Corporation for the design of new sidewalks for a total amount of \$114,606.00.

Funding:

Yes

Account Number:400-154-6409

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

ATTACHMENTS:

PSA - Gunda

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2018-10004
CITY OF TOMBALL
SIDEWALKS FY 2017-2018**

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

 The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018. The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018.

WITNESSETH:

 The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018. The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018.

 The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018. The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018.

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 The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018. The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018.

**SECTION I.
SCOPE OF AGREEMENT**

 The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018. The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

 The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018. The undersigned hereby agree to enter into a Professional Services Agreement with the City of Tomball, Texas, for the purpose of providing engineering services related to the Engineering & Planning Project No. 2018-10004, City of Tomball, Sidewalks FY 2017-2018.

_____ shall be deemed to have accepted the work product of the Engineer without objection or reservation. _____ shall be deemed to have accepted the work product of the Engineer without objection or reservation.

SECTION III. OWNERSHIP OF WORK PRODUCT

_____ shall retain all right, title and interest in and to the work product of the Engineer, including all intellectual property rights, whether or not the work product is embodied in a tangible medium. _____ shall not, without the prior written consent of _____, use, copy, reproduce, distribute, or otherwise exploit the work product of the Engineer for any purpose other than the purpose for which it was created. _____ shall not, without the prior written consent of _____, use, copy, reproduce, distribute, or otherwise exploit the work product of the Engineer for any purpose other than the purpose for which it was created.

SECTION IV. TIME FOR PERFORMANCE

_____ shall complete the work within the time specified in the contract. _____ shall not be liable for any delay or failure to complete the work unless the delay or failure is caused by the negligence or willful misconduct of _____.

SECTION V. COMPLIANCE AND STANDARDS

_____ shall comply with all applicable laws, regulations, codes, and standards. _____ shall use only materials and workmanship of good quality and suitable for the purpose intended. _____ shall not use any materials or workmanship that are substandard or otherwise deficient.

□

SECTION VI. INDEMNIFICATION

_____ shall defend, indemnify and hold _____, the Engineer, the Engineer's agent, consultant under contract, or another entity harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by _____, the Engineer, the Engineer's agent, consultant under contract, or another entity in connection with the performance of the work under the contract.

SECTION VII. □
ENGINEER'S COMPENSATION □

[REDACTED]
 [REDACTED]
 [REDACTED] “A,” [REDACTED]
 [REDACTED] as identified in Exhibit “A” [REDACTED]

SECTION VIII. ☐
INSURANCE ☐

[illegible]

SECTION IX. ☐
TERMINATION ☐

[illegible]

SECTION X. ADDRESSES, NOTICES AND COMMUNICATIONS

[illegible][illegible]

SECTION XI. ☐
LIMIT OF APPROPRIATION ☐

[illegible]

SECTION XII. ☐

SUCCESSORS AND ASSIGNS ☐

[illegible]

SECTION XIII. ☐
DISCLOSURE OF INFORMATION ☐

[illegible]

SECTION XIV. ☐

MODIFICATIONS ☐

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**SECTION XV. □
ADDITIONAL SERVICES OF ENGINEER □**

as defined in Exhibit "A".

**SECTION XVI.
CONFLICTS OF INTEREST**

_____ shall not be eligible to be awarded a contract for the design, construction, or maintenance of any project of the _____ if the _____ is a partner, officer, director, or employee of the contractor or if the contractor is a partner, officer, director, or employee of the _____.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

_____ shall pay the Engineer's fees and expenses for services rendered by the Engineer to the _____ for the design, construction, or maintenance of any project of the _____.

**XVIII.
MISCELLANEOUS PROVISIONS**

_____ shall not be eligible to be awarded a contract for the design, construction, or maintenance of any project of the _____ if the _____ is a partner, officer, director, or employee of the contractor or if the contractor is a partner, officer, director, or employee of the _____.

_____ shall not be eligible to be awarded a contract for the design, construction, or maintenance of any project of the _____ if the _____ is a partner, officer, director, or employee of the contractor or if the contractor is a partner, officer, director, or employee of the _____.

_____ shall not be eligible to be awarded a contract for the design, construction, or maintenance of any project of the _____ if the _____ is a partner, officer, director, or employee of the contractor or if the contractor is a partner, officer, director, or employee of the _____.

_____ shall not be eligible to be awarded a contract for the design, construction, or maintenance of any project of the _____ if the _____ is a partner, officer, director, or employee of the contractor or if the contractor is a partner, officer, director, or employee of the _____.

_____ shall not be eligible to be awarded a contract for the design, construction, or maintenance of any project of the _____ if the _____ is a partner, officer, director, or employee of the contractor or if the contractor is a partner, officer, director, or employee of the _____.

□

ATTACHMENT “A”
SCOPE OF SERVICES
ENGINEERING & PLANNING PROJECT NO. 2018-10004
CITY OF TOMBALL
SIDEWALKS FY 2017-2018

Description of Project

The project proposed by the City of Tomball includes installation of pedestrian sidewalks along Commerce Street, N Walnut Street, Market Street, Johnson Road, and Theis Lane to include curb ramps, crosswalks, and replacement of non-compliant driveways. *The proposed project and scope herein does not include roadway modifications, roadway design, or storm sewer design.* Other important components include storm water flow analysis to ensure that adequate drainage is maintained if portions of the open drainage system must be converted into underground systems. Adequate survey information is important to determine the ROW limits and elevations of the sidewalks for drainage. The proposed sidewalk on Theis Lane will complete the existing path to Theis Attaway Park and provide connection to the adjacent shopping centers and the proposed Johnson Road sidewalk will complete the connection between Medical Complex and Michel Road. Sidewalk along Commerce, Market, and Walnut enhance pedestrian mobility from public parking to area businesses (Exhibits Attached). It is assumed all sidewalk included in this scope of services will be located within existing ROW and that the proposed pedestrian crossing Theis Lane will require solar powered flashing pedestrian warning devices. The sidewalks will be designed and constructed in compliance with Americans with Disability Act (ADA), Texas Accessibility Standards (TAS), and City of Tomball’s Minimum Construction Standards for Community Improvements.

Reference Standards and Criteria

- □ “City of Tomball Engineering & Planning Department, Infrastructure Design Manual,” hereinafter referred to as “City Design Manual.” If manual has not been published at the time of contracting, the Engineer shall identify applicable standards and criteria to be utilized for City concurrence.
- □ Technical Paper No. 100 – “Storm Sewer Design Applications for the City of Houston, Texas, Capital Improvement Plan Projects” is encouraged by the City of Tomball for storm projects.

A. General Services (GUNDA Corporation)

- □ The Engineer shall reference the City’s Project Title and City’s Project File Numbers on all correspondence and submittals.
- □ The Engineer shall manage the efforts of the project team members and Consultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- □ Periodic meetings shall be held to review the progress of the engineering effort, or to address other issues which may arise. The Director shall initiate meetings that include the Engineer and his Consultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within 3 working days after each meeting.

- The Engineer shall notify the Director immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.
- Submit invoices on City's standard form to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.

B. Engineering Design and Bidding Services (GUNDA Corporation)

- The Engineer shall prepare necessary engineering plans, specifications, and engineer's opinion of probable construction costs, necessary for bidding and construction of the proposed pedestrian sidewalks described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Tomball guidelines, standard details, documentation, and procedures for public infrastructure. In addition, if required, the Engineer shall:
 - Obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by the Engineering & Planning Department. Governmental agencies include, but are not limited to, Harris County and Harris County Flood Control District. Utility signatures include, but are not limited to, SBC, Reliant Energy Entex, Inc., Reliant Energy HL&P Company, AT&T, and cable TV.
 - Obtain necessary approvals (permits, license agreements, etc.) from TxDOT, HCFCD, Harris County, railroad and pipeline companies prior to final approval by the Engineering & Planning Department.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

•□ 30% Planning

- Engineer shall meet onsite with City Engineer following preparation of the topographic and boundary surveys. Preliminary alignments to be designed shall be marked in the field and obtained by the surveyor for use in preparing the final construction documents.

•□ 90% Drawings and Draft Specifications

- Engineer submits 3 sets of completed construction drawings including all necessary plan sheets and details.
- Engineer submits sets of draft construction specifications including as a minimum:
 - Table of Contents
 - Document 00410 (Bid Form) with all bid items, but excluding quantities
 - Section 01110 (Summary of Work)
 - Completed technical specifications (Division 0 through 16, as required)
 - All supplemental and non-standard technical specifications included in Divisions 2 through 16 identified.

- ☐ A detailed construction cost estimate.
- ☐ Engineer submits documentation that drawings were submitted to private utilities for final review.
- ☐ The Engineer shall prepare, as necessary, Construction Sequencing and TCP plans and details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD) and/or City of Tomball requirements.
- ☐ The Engineer shall prepare a storm water pollution prevention plan (SWPPP) and details for construction activities in accordance with City of Tomball and/or other jurisdictional guidelines, including preparation of the notice of Intent Form as appropriate.
- ☐ **Final Drawings and Specifications (100% Design)**
 - ☐ Engineer submits completed sets of bid-ready construction drawings, with all review comments resolved. (Signed and sealed construction drawings with all required signatures; and completed construction specifications).
 - ☐ Engineer submits sheet-by-sheet quantity takeoff and documentation.
 - ☐ Engineer assists with acquiring permit approval, as applicable, from TxDOT, HCFCD, Railroads, U.S. Army Corps of Engineers, and Harris County Public Infrastructure Department.
 - ☐ Engineer documents submittals of plans to Texas Department of Licensing and Regulations for ADA requirements, if applicable.
- ☐ The Engineer shall assist the City in preparation and conducting the pre-bid conference for the project, including preparation of meeting minutes.
- ☐ The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.
- ☐ The Engineer shall furnish a tabulation of bids received with a written recommendation for the award of a construction contract, and submit within 24-hours after the bid opening.

C. Construction Support Services (GUNDA Corporation)

- ☐ The Engineer shall make site visits during times when the contractor is actively performing major construction activities. The site visits should be a minimum of one visit per site location bi-weekly, after the contractor has mobilized and is working.
- ☐ The Engineer shall attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide approval/disapproval recommendations to the City.
- ☐ An Engineer and/or Inspector shall provide part time project site representation and inspection of construction activities on as-needed basis to facilitate construction of the sidewalks.

D. Additional Services

Unless otherwise authorized or modified by the Director, the Engineer shall perform Additional Services in accordance with the following:

Land Survey Services (Windrose)

Professional Land Surveying services shall be performed in accordance with the City Design Manual and tied to the Texas State Plane Coordinate System; all coordinates shown or displayed on any drawings must be true State plane coordinates.

- ☐ Route Topographical Survey - Record all topographic features and improvements within the public right-of-way, permanent right-of-way, any contiguous easements to the right-of-way, and any construction right-of-way of the Project, and on all intersecting streets for a distance of 20 feet beyond the intersection of the right-of-way lines. For paving projects, extend the topographic survey at intersecting streets to 150 feet beyond the end of new pavement. Locate sufficient monumentation to determine lot lines, lot street address (unless instructed otherwise by the City), tract lines, and rights-of-way. Identify visible underground structures (by type, type of service, size, invert elevations, and depth) including manholes, inlets, and junction boxes. In general, do not open SWBT, HL&P, and other private utility manholes and junction boxes.”
- ☐ Boundary Survey ROW Verification– Field survey of road rights-of-way and property monuments along the proposed route shall be conducted for verification and/or establishment of property boundaries within the estimated project limits. Final resolution of these lines will be reflected on the construction documents and include necessary deed research and review of other pertinent recorded data available.
- ☐ Survey Control Map - A survey control map sheet drawn to scale of 1 inch = 100 feet shall show location and give a description of the vertical and horizontal City of Tomball and/or survey control monuments used for the Project. The sheet shall show both the survey base line and the Project alignment and give bearings and distances of all control lines. The beginning point, all P.I. points, and end point of both the Project alignment and the survey base line shall list the City of Tomball survey control system coordinates and be tied into existing topography. All pertinent property monuments found shall be shown on the map with station-offset references made to the Project alignment. Project benchmarks, swing-tie (three-point tie) sketches, benchmark loops, and traverse shall be provided, as necessary. The survey control map sheet shall be signed, sealed, and dated by the registered surveyor responsible for the survey.

Material Testing (Tolunay-Wong Engineers, Inc.)

See attached proposal.

**CITY OF TOMBALL
SIDEWALKS FY 2017-2018**

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Tomball.

The recommended budget for this scope of services is:

[illegible]

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc...

ATTACHMENT “B”

INSURANCE ☐



WINDROSE

LAND SURVEYING | PLATTING

December 12, 2017 (Rev: 12/14/17)

Mr. Kyle Bertrand, P.E.
Gunda Corporation
6161 Savoy, Suite 550
Houston, Texas 77036
P: (713) 541-3530
F: (713) 541-0032
C: (832) 444-5918
(E) kbertrand@gundacorp.com

Re: "City of Tomball – Theis Lane Sidewalk" Approx. 1,100 feet of proposed sidewalk, situated in the William Hurd Survey, Abstract No. 378, located within Theis Lane, between State Highway 249 bypass and Theis Attaway Park, City of Tomball, City Limits, Harris County, Texas. In Keymap 288Q

Surveying Services

Service	Price	Timeframe
Establish 3 (three) Horizontal & Vertical Control Monuments Project Control and ROW Location	\$ 1,500.00	15-17 Business Days
Prepare Survey Control/Abstract Map Show Baseline, Stations, Control monuments, benchmarks and boundary/ROW monumentation	\$ 2,250.00 Tax Included	
Cat. 6, Cond. II Topographic & Utility Survey Full R.O.W. + 20' Extended through intersections 100' x-sections, FEMA Datum, NAVD 1988, 2001 Adj.	\$ 5,175.00	
Total Project Budget	\$ 8,925.00	

Notes:

- A.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment. Should a title commitment not be provided by client, abstracting can be obtained by Windrose Surveying and Land Services, LLC ("WLS") at a pass-through cost to the client (Average abstracting fee is \$500.00).
- B.) Timeframes as indicated above are based on the acceptance and execution of this proposal within 5 business days from the date of issuance. Proposals accepted after said 5-day period may be subject to delay and will not receive priority over existing projects already in process.
- C.) Review of any oil, gas & mineral leases or rights as located within a current title commitment are beyond the scope of this contract, and will not be reflected or noted on the final survey. If any oil, gas, or mineral leases or rights are located within a current title commitment, and review is requested, it will be deemed an additional service and will be billed on a Time and Materials Basis. (See attached rate sheet)
- D.) All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

- E.) Survey Control Map shall be prepared and drawn to scale of 1 inch = 100 feet shall show location and give a description of the vertical and horizontal City of Tomball and/or survey control monuments used for the Project. The sheet shall show both the survey base line and the Project alignment and give bearings and distances of all control lines. The beginning point, all P.I. points, and end point of both the Project alignment and the survey base line shall list the City of Tomball survey control system coordinates and be tied into existing topography. All pertinent property monuments found shall be shown on the map with station-offset references made to the Project alignment. Project benchmarks, swing-tie (three-point tie) sketches, benchmark loops, and traverse shall be provided, as necessary. The survey control map sheet shall be signed, sealed, and dated by the registered surveyor responsible for the survey.
- F.) Topographic Survey will be performed on an approximate 100' x-sections within the subject area. Topographic survey will show all improvements, elevations, striping, observable utilities and trees located within the ROW of Theis Lane or within 20 feet of said ROW lines at 100' x-sections within the project area, as defined by Mr. Kyle Bertrand on December 11, 2017.
- G.) Vertical Topographic information will be based on the nearest existing or FEMA published Benchmark, NAVD 1988, 2001 Adjusted and a minimum of 2 (two) temporary benchmarks will be established on-site at the time of survey. Additional future TBM's will be set if necessary at additional cost.
- H.) Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from DigTess, and available record drawings from the City of Tomball, Harris County, TxDOT, Applicable M.U.D., energy, and telephone companies at the time of survey.
- I.) Surveyor is liable to show only that information which is marked and available at the time of survey. Surveyor is not responsible for other utility lines or plans that may exist or discovered during future investigation or uncovered during ongoing construction phases.
- J.) It is the contractor's responsibility to contact DigTess or other utility location service, for location of underground utilities, prior to construction.

WLS Billing Statement:

- WLS invoicing is mailed monthly with a Net 30-day term, if payment is not received in 30-days a 10% late charge fee may be assessed.
- Revisions not the fault of WLS will be charged at T&M (See Rate Schedule) plus reproduction and courier cost.
- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of four hard copies. Additional deliveries & reproductions will be invoiced directly to the client.
- All services herein stated will be invoiced monthly based on the percentage of work completed to date. If additional services are required, WLS will prepare a work authorization defining the scope of services with an estimated cost based on the attached rate schedule and will not proceed until a signed authorization is received. WLS will submit invoices monthly for payment by owner. Payment is Due Net 30 days. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. If payment of invoice is not current, WLS may suspend performance of further work.
- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid promptly. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



Robert Kness, R.P.L.S.
Principal / Chief Operating Officer
Email: robert.kness@windroseservices.com
Firm Registration No. 10108800
Attachments:
Hourly Rate Schedule
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Authorization Date

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WINDROSE

LAND SURVEYING | PLATTING

January 22, 2018

Mr. Kyle Bertrand, P.E.
Gunda Corporation
6161 Savoy, Suite 550
Houston, Texas 77036
P: (713) 541-3530
F: (713) 541-0032
C: (832) 444-5918
(E) kbertrand@gundacorp.com

Re: "City of Tomball – Commerce/Walnut Sidewalk" Approx. 1,000 feet of proposed sidewalk, situated in the William Hurd Survey, Abstract No. 378, located on the South side of Commerce Street and on the West side of Walnut Street, between Cherry Street and Elm Street, City of Tomball, City Limits, Harris County, Texas. In Keymap 288L

Surveying Services

Service	Price	Timeframe
Establish 3 (three) Horizontal & Vertical Control Monuments Project Control and ROW Location	\$ 1,500.00	15-17 Business Days
Prepare Survey Control/Abstract Map Show Baseline, Stations, Control monuments, benchmarks and boundary/ROW monumentation	\$ 1,750.00 Tax Included	
Cat. 6, Cond. II Topographic & Utility Survey Full R.O.W. + 20' Extended through intersections 100' x-sections, FEMA Datum, NAVD 1988, 2001 Adj.	\$ 2,725.00	
Total Project Budget	\$ 5,975.00	

Notes:

- A.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment. Should a title commitment not be provided by client, abstracting can be obtained by Windrose Surveying and Land Services, LLC ("WLS") at a pass-through cost to the client (Average abstracting fee is \$500.00).
- B.) Timeframes as indicated above are based on the acceptance and execution of this proposal within 5 business days from the date of issuance. Proposals accepted after said 5-day period may be subject to delay and will not receive priority over existing projects already in process.
- C.) Review of any oil, gas & mineral leases or rights as located within a current title commitment are beyond the scope of this contract, and will not be reflected or noted on the final survey. If any oil, gas, or mineral leases or rights are located within a current title commitment, and review is requested, it will be deemed an additional service and will be billed on a Time and Materials Basis. (See attached rate sheet)
- D.) All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

- E.) Survey Control Map shall be prepared and drawn to scale of 1 inch = 100 feet shall show location and give a description of the vertical and horizontal City of Tomball and/or survey control monuments used for the Project. The sheet shall show both the survey base line and the Project alignment and give bearings and distances of all control lines. The beginning point, all P.I. points, and end point of both the Project alignment and the survey base line shall list the City of Tomball survey control system coordinates and be tied into existing topography. All pertinent property monuments found shall be shown on the map with station-offset references made to the Project alignment. Project benchmarks, swing-tie (three-point tie) sketches, benchmark loops, and traverse shall be provided, as necessary. The survey control map sheet shall be signed, sealed, and dated by the registered surveyor responsible for the survey.
- F.) Topographic Survey will be performed on an approximate 100' x-sections within the subject area. Topographic survey will show all improvements, elevations, striping, observable utilities and trees located within the South ½ of Commerce Street and the West ½ of Walnut Street Johnson Road, Medical Complex Drive and Michel Road or within 20 feet of said ROW lines at 100' x-sections within the project area, as defined by Mr. Kyle Bertrand on January 17, 2017.
- G.) Vertical Topographic information will be based on the nearest existing or FEMA published Benchmark, NAVD 1988, 2001 Adjusted and a minimum of 2 (two) temporary benchmarks will be established on-site at the time of survey. Additional future TBM's will be set if necessary at additional cost.
- H.) Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from Digtess, and available record drawings from the City of Tomball, Harris County, TxDOT, Applicable M.U.D., energy, and telephone companies at the time of survey.
- I.) Surveyor is liable to show only that information which is marked and available at the time of survey. Surveyor is not responsible for other utility lines or plans that may exist or discovered during future investigation or uncovered during ongoing construction phases.
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- Revisions not the fault of WLS will be charged at T&M (See Rate Schedule) plus reproduction and courier cost.
- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of four hard copies. Additional deliveries & reproductions will be invoiced directly to the client.
- All services herein stated will be invoiced monthly based on the percentage of work completed to date. If additional services are required, WLS will prepare a work authorization defining the scope of services with an estimated cost based on the attached rate schedule and will not proceed until a signed authorization is received. WLS will submit invoices monthly for payment by owner. Payment is Due Net 30 days. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. If payment of invoice is not current, WLS may suspend performance of further work.
- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid promptly. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



Robert Kness, R.P.L.S.
Principal / Chief Operating Officer
Email: robert.kness@windroseservices.com
Firm Registration No. 10108800
Attachments:
Hourly Rate Schedule
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Authorization Date

W:\Proposals\Gunda Corp\Tomball-Commerce Street Sidewalk.doc



WINDROSE

LAND SURVEYING | PLATTING

December 12, 2017 (Rev: 12/14/17)

Mr. Kyle Bertrand, P.E.
Gunda Corporation
6161 Savoy, Suite 550
Houston, Texas 77036
P: (713) 541-3530
F: (713) 541-0032
C: (832) 444-5918
(E) kbertrand@gundacorp.com

Re: "City of Tomball – Johnson Road Sidewalk" Approx. 760 feet of proposed sidewalk, situated in the William Hurd Survey, Abstract No. 378, located on the East side of Johnson Road, between Medical Complex drive and Michel Road, City of Tomball, City Limits, Harris County, Texas. In Keymap 288L

Surveying Services

Service	Price	Timeframe
Establish 3 (three) Horizontal & Vertical Control Monuments Project Control and ROW Location	\$ 1,500.00	15-17 Business Days
Prepare Survey Control/Abstract Map Show Baseline, Stations, Control monuments, benchmarks and boundary/ROW monumentation	\$ 1,895.00 Tax Included	
Cat. 6, Cond. II Topographic & Utility Survey Full R.O.W. + 20' Extended through intersections 100' x-sections, FEMA Datum, NAVD 1988, 2001 Adj.	\$ 3,575.00	
Total Project Budget	\$ 6,970.00	

Notes:

- A.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment. Should a title commitment not be provided by client, abstracting can be obtained by Windrose Surveying and Land Services, LLC ("WLS") at a pass-through cost to the client (Average abstracting fee is \$500.00).
- B.) Timeframes as indicated above are based on the acceptance and execution of this proposal within 5 business days from the date of issuance. Proposals accepted after said 5-day period may be subject to delay and will not receive priority over existing projects already in process.
- C.) Review of any oil, gas & mineral leases or rights as located within a current title commitment are beyond the scope of this contract, and will not be reflected or noted on the final survey. If any oil, gas, or mineral leases or rights are located within a current title commitment, and review is requested, it will be deemed an additional service and will be billed on a Time and Materials Basis. (See attached rate sheet)
- D.) All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

- E.) Survey Control Map shall be prepared and drawn to scale of 1 inch = 100 feet shall show location and give a description of the vertical and horizontal City of Tomball and/or survey control monuments used for the Project. The sheet shall show both the survey base line and the Project alignment and give bearings and distances of all control lines. The beginning point, all P.I. points, and end point of both the Project alignment and the survey base line shall list the City of Tomball survey control system coordinates and be tied into existing topography. All pertinent property monuments found shall be shown on the map with station-offset references made to the Project alignment. Project benchmarks, swing-tie (three-point tie) sketches, benchmark loops, and traverse shall be provided, as necessary. The survey control map sheet shall be signed, sealed, and dated by the registered surveyor responsible for the survey.
- F.) Topographic Survey will be performed on an approximate 100' x-sections within the subject area. Topographic survey will show all improvements, elevations, striping, observable utilities and trees located within the ROW of Johnson Road, Medical Complex Drive and Michel Road or within 20 feet of said ROW lines at 100' x-sections within the project area, as defined by Mr. Kyle Bertrand on December 11, 2017.
- G.) Vertical Topographic information will be based on the nearest existing or FEMA published Benchmark, NAVD 1988, 2001 Adjusted and a minimum of 2 (two) temporary benchmarks will be established on-site at the time of survey. Additional future TBM's will be set if necessary at additional cost.
- H.) Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from Digtess, and available record drawings from the City of Tomball, Harris County, TxDOT, Applicable M.U.D., energy, and telephone companies at the time of survey.
- I.) Surveyor is liable to show only that information which is marked and available at the time of survey. Surveyor is not responsible for other utility lines or plans that may exist or discovered during future investigation or uncovered during ongoing construction phases.
- J.) It is the contractor's responsibility to contact Digtess or other utility location service, for location of underground utilities, prior to construction.

WLS Billing Statement:

- WLS invoicing is mailed monthly with a Net 30-day term, if payment is not received in 30-days a 10% late charge fee may be assessed.
- Revisions not the fault of WLS will be charged at T&M (See Rate Schedule) plus reproduction and courier cost.
- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of four hard copies. Additional deliveries & reproductions will be invoiced directly to the client.
- All services herein stated will be invoiced monthly based on the percentage of work completed to date. If additional services are required, WLS will prepare a work authorization defining the scope of services with an estimated cost based on the attached rate schedule and will not proceed until a signed authorization is received. WLS will submit invoices monthly for payment by owner. Payment is Due Net 30 days. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. If payment of invoice is not current, WLS may suspend performance of further work.
- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid promptly. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



Robert Kness, R.P.L.S.
Principal / Chief Operating Officer
Email: robert.kness@windroseservices.com
Firm Registration No. 10108800
Attachments:
Hourly Rate Schedule
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Authorization Date

W:\Proposals\Gunda Corp\Tomball-Johnson Road Sidewalk_R1.doc



WINDROSE

LAND SURVEYING | PLATTING

January 22, 2018

Mr. Kyle Bertrand, P.E.
Gunda Corporation
6161 Savoy, Suite 550
Houston, Texas 77036
P: (713) 541-3530
F: (713) 541-0032
C: (832) 444-5918
(E) kbertrand@gundacorp.com

Re: "City of Tomball – Commerce/Walnut Sidewalk" Approx. 800 feet of proposed sidewalk, situated in the William Hurd Survey, Abstract No. 378, located on the North and South side of Market Street between Cherry Street and Walnut Street, City of Tomball, City Limits, Harris County, Texas. In Keymap 288L

Surveying Services

Service	Price	Timeframe
Establish 2 (tow) Horizontal & Vertical Control Monuments Project Control and ROW Location	\$ 1,000.00	15-17 Business Days
Prepare Survey Control/Abstract Map Show Baseline, Stations, Control monuments, benchmarks and boundary/ROW monumentation	\$ 1,450.00 Tax Included	
Cat. 6, Cond. II Topographic & Utility Survey Full R.O.W. + 20' Extended through intersections 100' x-sections, FEMA Datum, NAVD 1988, 2001 Adj.	\$ 2,650.00	
Total Project Budget	\$ 5,100.00	

Notes:

- A.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment. Should a title commitment not be provided by client, abstracting can be obtained by Windrose Surveying and Land Services, LLC ("WLS") at a pass-through cost to the client (Average abstracting fee is \$500.00).
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- F.) Topographic Survey will be performed on an approximate 100' x-sections within the subject area. Topographic survey will show all improvements, elevations, striping, observable utilities and trees located within the Market Street or within 20 feet of said ROW lines at 100' x-sections within the project area, as defined by Mr. Kyle Bertrand on January 17, 2017.
- G.) Vertical Topographic information will be based on the nearest existing or FEMA published Benchmark, NAVD 1988, 2001 Adjusted and a minimum of 2 (two) temporary benchmarks will be established on-site at the time of survey. Additional future TBM's will be set if necessary at additional cost.
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- Survey timeframes based on no inclement weather & no eccentricities with the property.
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- All services herein stated will be invoiced monthly based on the percentage of work completed to date. If additional services are required, WLS will prepare a work authorization defining the scope of services with an estimated cost based on the attached rate schedule and will not proceed until a signed authorization is received. WLS will submit invoices monthly for payment by owner. Payment is Due Net 30 days. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. If payment of invoice is not current, WLS may suspend performance of further work.
- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid promptly. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



Robert Kness, R.P.L.S.
Principal / Chief Operating Officer
Email: robert.kness@windroseservices.com
Firm Registration No. 10108800
Attachments:
Hourly Rate Schedule
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Authorization Date

W:\Proposals\Gunda Corp\Tomball-Market Street Sidewalk.doc

Tolunay-Wong Engineers, Inc.

10710 S. Sam Houston Pkwy W., Suite 100 * Houston, TX 77031 * Phone (713) 722-7064* Fax (713) 722-0319

January 18, 2018
TWEI Proposal No: P17-C578Rev.1

Gunda Corporation
6161 Savoy, Suite 550
Houston, Texas 77036
Email: kbertrand@gundacorp.com

Attention: Mr. Kyle A. Bertrand, P.E.

PROPOSAL FOR CONSTRUCTION MATERIAL TESTING SERVICES TOMBALL SIDEWALKS THEIS, JOHNSON, MARKET, COMMERCE AND WALNUT CITY OF TOMBALL, TEXAS

Tolunay-Wong Engineers, Inc. (TWE) appreciates the opportunity to submit this proposal to provide construction material testing services for the mentioned project. This proposal outlines a scope of services, unit rates and an estimated cost of services.

Scope of Services

The scope of services covered in this proposal includes, but are not limited to the following:

- Field density /moisture compaction testing materials, subgrade
- Concrete monitoring & testing, sidewalks
- Related laboratory testing, report preparation and sample pick-up services

Estimated Cost of Services

We estimate the cost of services to be approximately **\$8,452**. Our estimate is based on time and materials. Actual billings may vary with construction progress. A minimum charge of 4 hours applies to all field work.

Proposal Acceptance

If this proposal meets with your approval, please send us your standard contract agreement. We can begin work with your verbal authorization.

Closing Remarks

Again, we would like to express our appreciation for the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.

TBPE Firm No. F-124



Doug Weslow
Vice President

Enclosures: Estimated Cost of Services

Tolunay-Wong Engineers, Inc.

ESTIMATED COST OF SERVICES

TOMBALL SIDEWALKS THEIS, JOHNSON, MARKET, COMMERCE AND WALNUT CITY OF TOMBALL, TX

Date: January 18, 2018

Proposal No: P17-C578Rev.1

<u>Description of Hourly Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>		<u>Total</u>
Engineering Technician	120	\$ 48.00	hour	\$	5,760.00
<i>subtotal</i>				\$	5,760.00

Description of Laboratory Unit Test Services

Soils, Concrete

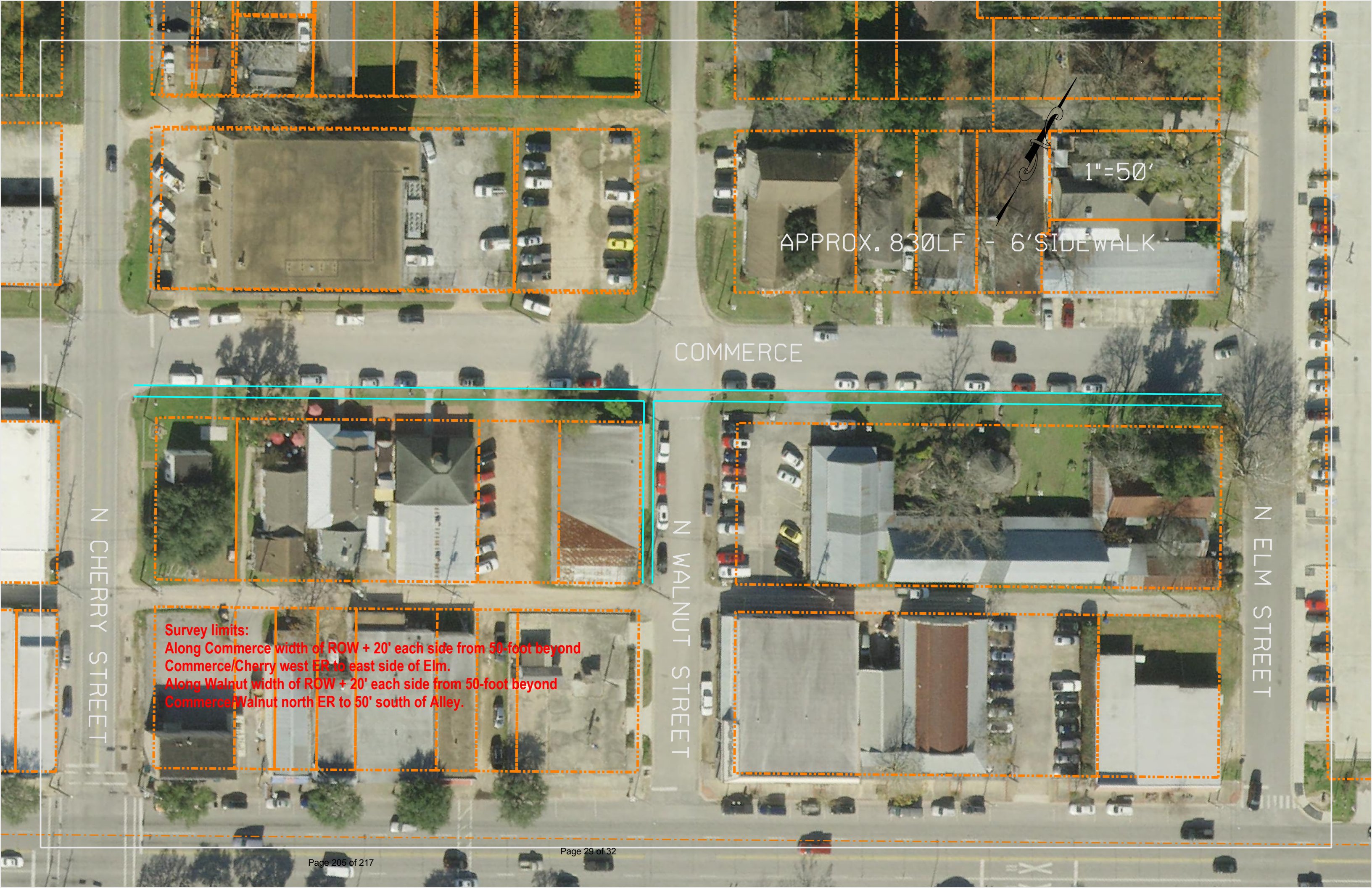
Moisture/Density Relationship	1	\$ 150.00	each	\$	150.00
Atterberg Limits	1	\$ 50.00	each	\$	50.00
Cement Stabilized Sand Cylinders	4	\$ 45.00	each	\$	180.00
Compressive Strength, Concrete Test Cyls	64	\$ 18.00	each	\$	1,152.00
<i>subtotal</i>				\$	1,532.00

Equipment Charges

Vehicle Charges	20	\$ 58.00	day	\$	1,160.00
<i>subtotal</i>				\$	1,160.00

Total Estimate \$ **8,452.00**

note: -This is an estimate, and actual billings may vary with construction progress.



1"=50'

APPROX. 830LF - 6' SIDEWALK

COMMERCE

N CHERRY STREET

N WALNUT STREET

N ELM STREET

Survey limits:
Along Commerce width of ROW + 20' each side from 50-foot beyond
Commerce/Cherry west ER to east side of Elm.
Along Walnut width of ROW + 20' each side from 50-foot beyond
Commerce/Walnut north ER to 50' south of Alley.

MEDICAL COMPLEX

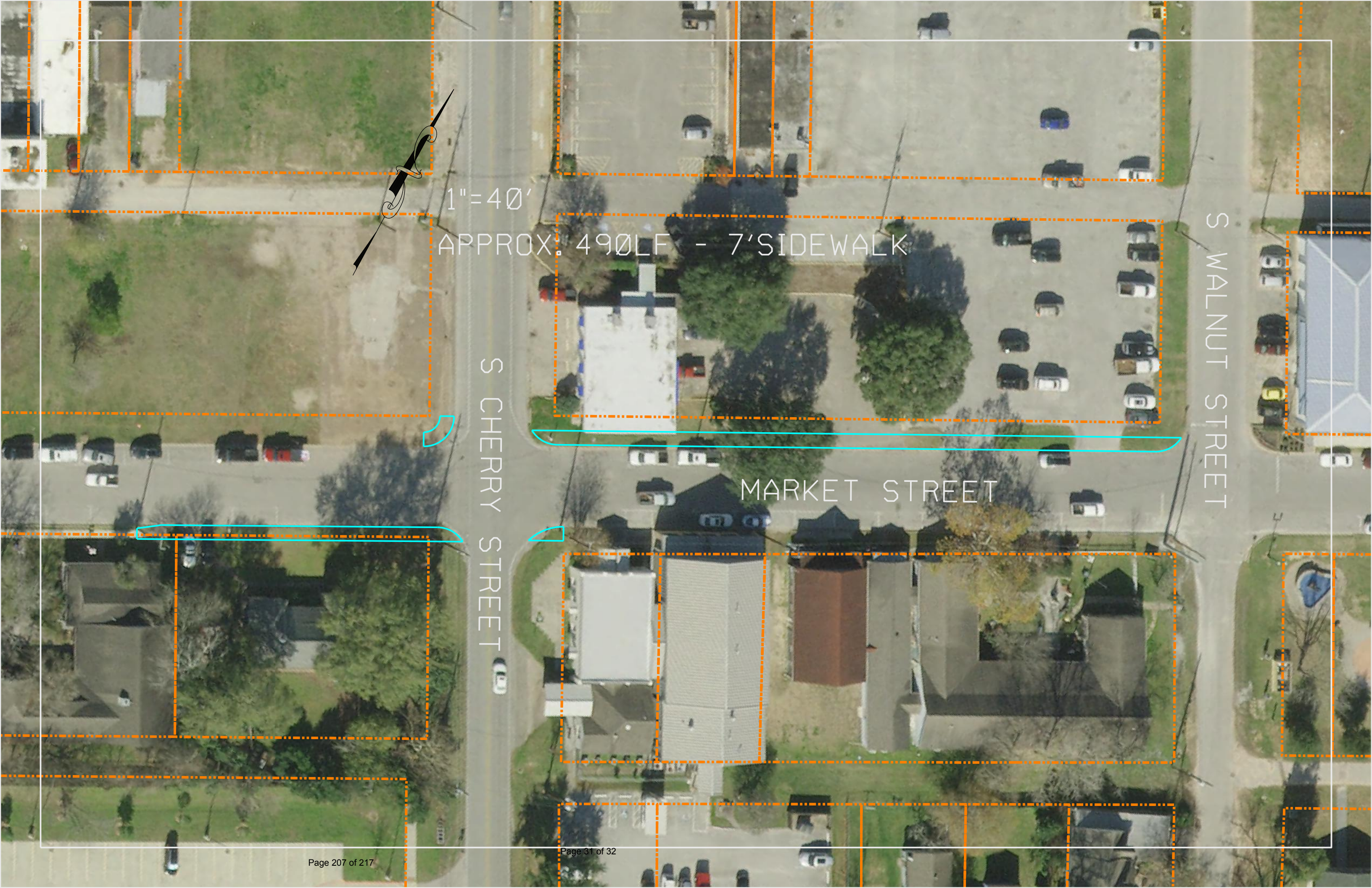


1"=60'

APPROX. 760LF - 5'SIDEWALK

JOHNSON ROAD

MICHEL ROAD



1"=40'
APPROX. 490LF - 7\'SIDEWALK

S CHERRY STREET

MARKET STREET

S WALNUT STREET



JOHNSON ROAD

THEIS LANE

1"=100'
APPROX. 1028LF - 6' SIDEWALK
CROSSWALKS & PED FLASHERS

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Authorize the City Manager to Execute an Interlocal Agreement with Harris County for the Acquisition and Use of Additional Grace Electronic Accountability Equipment

Background:

The City of Tomball has previously executed an Interlocal Agreement for the acquisition and use of Grace Electronic Accountability equipment acquired through various Federal UASI and Chemical Buffer Zone Protection Grant Programs awarded to the County. This new agreement expands the scope of the original agreement by including the most recent award (2016) that acquired updated monitoring systems.

These systems provide electronic monitoring of firefighters during emergency incidents and, should a firefighter assigned to a task stop moving, an alarm will sound that will notify the command staff, allowing them to contact the firefighter or, in the alternative, send another team to look for him. The system also allows for the command staff to electronically communicate an evacuation order to the entire group working on the incident scene and to conduct a personnel accountability report.

Origination:

Fire Department

Recommendation:

Staff recommends approval

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

Parr

ACTION TAKEN

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

Interlocal Agreement with Harris County

AGREEMENT

THE STATE OF TEXAS §
 §
HARRIS COUNTY OF HARRIS §

This Interlocal Agreement ("Agreement"), entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is made by and between **Harris County, Texas** ("Harris County"), acting through its governing body, the Harris County Commissioners Court, and City of Tomball ("User"), a political subdivision of the State of Texas, acting by and through its governing body.

RECITALS:

Harris County has received certain Urban Area Security Initiative ("UASI") and Chemical Buffer Zone Protection Plan ("Chem-BZPP") sub-recipient funds as part of the federal Homeland Security Grant Program (**Award Number 2007-GE-T7-0024, 2008-GE-T8-0034, 2010-SS-T0-0008, 2011-EMW-2011-SS-00019 or Award Number 2006-BZ-T6-0055 or any future award number associated with this equipment**) ("the Grant Award"). The Grant Award is to be used to provide entities that are responsible for responding to 911 calls with enhanced capabilities for detecting, deterring, disrupting, and preventing acts of terrorism as described in Federal Program Guidelines published by the United States Office for Domestic Preparedness ("ODP"), specifically: planning, equipment, training and exercise needs as specified in the Grant Award.

Harris County desires to provide certain agencies who respond to 911 calls with certain Electronic Personal Accountability System ("EPAS") equipment for preparing and responding to potential threats of manmade and natural disasters within the Greater Houston UASI region including Harris County, Ft. Bend County, Galveston County, and Montgomery County. All EPAS equipment will be purchased using grant and/or current fiscal funds.

The Commissioners Court of Harris County finds that the provision of such equipment supports a public purpose of Harris County and of the recipient agencies to preserve property and to protect the public health of the residents within the Greater Houston UASI region.

User has previously furnished 911 emergency response services within the Greater Houston UASI region, and User is willing to use the EPAS equipment provided by Harris County to furnish 911 emergency response services within the Greater Houston UASI region for preparing and responding to the potential threats of manmade and natural disaster in accordance with the terms and requirements of the Harris County. When requested by Harris County, User shall return all equipment in its possession to Harris County within thirty (30) days of ceasing to provide 911 emergency response services. Notwithstanding the foregoing, Harris County agrees, accepts and acknowledges that User provides emergency, rescue and 911 response ("Emergency Response") either as the direct provider in the User's prescribed territory or through a contracted third-party service provider. In the event that the User provides Emergency Response through a contracted third-party service provider, User shall seek any EPAS equipment from the said service provider within thirty (30) days on any such request from Harris County. However, it shall not be a breach of this Agreement in the event that a contracted third-party service provider fails to return such equipment within the deadline established by this Agreement.

User represents that it or its third-party service provider holds all necessary licenses and certifications to perform such services and is qualified by education and experience to provide such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS:

I. SCOPE OF SERVICES

Harris County grants User permission to use and operate Harris County-owned Electronic Personal Accountability System (the "Equipment"), as set forth in Exhibit "A" to this Agreement. With respect to the care, custody, and use of the Equipment, which may be furnished hereunder, Harris County and the User agree as follows:

- (a) The Equipment shall at all times be and remain the property of Harris County. User shall not permit or suffer any lien or encumbrance upon the Equipment or take any other action inconsistent with Harris County's title thereto. Each item of the Equipment must have a tag that identifies the Equipment as the property of Harris County.
- (b) The Equipment may be used only for 911 emergency response services as specified in the Grant Award (**2007-GE-T7-0024, 2008-GE-T8-0034, 2010-SS-T0-0008, 2011-EMW-2011-SS-00019 or 2006-BZ-T6-0055 or any future award number associated with this equipment**), attached hereto and incorporated herein, Information Bulletins issued from time to time by the United States Department of Homeland Security, and subsequent grant awards under the Homeland Security Grant Program.
- (c) Each item of the Equipment must be inventoried by User and made available upon ten (10) days written demand to User to representatives of the Governor's Department of Emergency Management, and the Harris County Fire Marshal. User agrees to assist the Office of the Harris County Fire Marshal in performing a physical inventory at least annually including providing the Fire Marshal with all records related to the Equipment.
- (d) User shall install the Equipment at User's expense in accordance with requirements of the Harris County Central Technology Services as such requirements may be revised from time to time.
- (e) User shall provide suitable storage for the Equipment when not in use and shall secure and protect the equipment against damage, loss or theft to the extent reasonably necessary to protect such equipment.
- (f) User shall keep and maintain the Equipment in good working order and repair at all times and return the same to Harris County in as good condition as when received, ordinary wear and tear under prudent usage excepted.

(g) In the event that any of the Equipment may be lost or stolen or may be damaged or destroyed by collision, fire, windstorm, or any other act of God or casualty occurrence, similar or dissimilar, User shall promptly cause said Equipment to be repaired to good and appropriate working order or replaced with same or newer technology. Both parties agree that when equipment is replaced, the replacement unit becomes property of Harris County and is controlled by this agreement and the Grant Award. The new serial number will automatically become part of the original agreement. For purposes of this Agreement, the Equipment shall be deemed lost or stolen if User cannot produce the Equipment within one hundred and twenty (120) hours written (electronic or other written medium) notice from the County.

(h) User shall not alter or modify or permit the physical alteration or modification of the Equipment in any respect without the express written permission of the Fire Marshal. In all uses of the Equipment, User shall operate the Equipment in a safe manner as governed by conditions including weather and traffic.

(i) To the extent that the obligation does not create or extend its liability beyond its statutory or constitutional powers to incur liability, User expressly agrees to hold County harmless from and against any claims or suits arising in any manner out of its custody and use of the Equipment.

(k) User shall neither charge a fee for the use of nor derive any profit from the Equipment furnished hereunder, if any, providing that nothing in this clause shall be construed to prohibit User from soliciting or receiving voluntary contributions for the furtherance of its emergency response purposes.

(l) User shall promptly advise the Fire Marshal of any accident, mechanical failure, or other occurrence that may render any of the Equipment temporarily or permanently unfit for service. The Fire Marshal and/or any of his deputies shall have the right to inspect the Equipment at any reasonable time upon ten (10) days written demand to User t. User shall at all times keep the Fire Marshal advised as to the place of storage of the Equipment

(m) User shall furnish and make available the Equipment with available personnel to operate the same for law enforcement or emergency response services upon the request of the Fire Marshal and/or any of his deputies.

(n) User shall comply with all relevant Texas and Harris County laws, rules, and regulations. User shall comply with all UASI grant requirements.

II. NIMS AND MUTUAL AID AGREEMENTS

User understands and agrees that Harris County will not provide any of the Equipment to User until and unless User provides Harris County with proof acceptable to the Fire Marshal that User has adopted the National Incident Management System ("NIMS") and has entered into Mutual Aid Agreements with neighboring 911 emergency response agencies giving User authorization to respond anywhere in the Greater Houston UASI region including Harris County, Ft. Bend County, Galveston County, and Montgomery County.

III. POSSESSION AFTER TERMINATION

Upon the written termination of this Agreement (by either party), User shall return each item of the Equipment in good working order, ordinary wear and tear under prudent usage excepted, to the Fire Marshal along with records showing maintenance or repairs to the Equipment. In the event that User remains in possession of the Equipment furnished pursuant to this Agreement beyond the termination of this Agreement, such possession shall not be deemed to create a renewal or extension of this Agreement, but shall only constitute a license to continue to use the Equipment upon the terms set forth herein until such time as the Equipment is returned to or repossessed by Harris County.

IV. TERM

The term of this Agreement shall be one (1) year beginning upon execution by a duly authorized representative of each Party. This Agreement shall automatically renew for successive one (1) year terms until terminated by the Parties. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party or at any time by mutual written agreement of the Parties. Harris County Commissioners Court and the governing Board of the User must take action to officially terminate this agreement.

V. NOTICE

Any notice required or permitted to be given to User by Harris County may be given by certified United States mail, return-receipt requested, postage-prepaid, addressed to:

City of Tomball
Attn: City Council, City Manager, or Fire Chief
401 Market Street
Tomball, Texas 77375

With a copy to:

City Attorney Name: Loren B. Smith
City Attorney Address: 401 Market Street
City Attorney City/State/Zip Code: Tomball, Texas 77375

Any notice permitted or required to be given to Harris County by User may be given by certified United States mail, return receipt-requested, postage prepaid, addressed to:

Harris County
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:

Harris County Fire Marshal
2318 Atascocita Road
Humble, Texas 77396

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

VI. LIMIT OF APPROPRIATION

Prior to execution of this Agreement, Harris County has advised User and User clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, the Harris County has certified no funds under this Agreement and User shall no cause of action for money against Harris County under this Agreement.

VII. INDEPENDENT PARTIES

It is agreed that in the performance of all obligations undertaken by this Agreement, User shall be solely responsible to supervise, manage, control, and direct the performance of Emergency Response. Harris County shall have no right under this Agreement to direct or supervise User or its agents or employees in the performance of such services or as to the manner, means, or methods in which the services are performed. User shall not have the authority to bind, represent or commit the Harris County. Nothing in this Agreement or an Order shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose.

VIII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except a subsequent modification in writing signed by the Parties. User shall not assign the duties and obligations of this Agreement without the express written consent of Harris County.

IX. GOVERNING LAW AND VENUE

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

X. PUBLIC INFORMATION

User expressly acknowledges that Harris County is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provision in this Agreement to the contrary, Harris County will make any information related to this agreement or otherwise available to third parties in accordance with the Public Information Act.

XI. WAIVER OF BREACH

Waiver of a breach of any provision of this Agreement is not a waiver of any subsequent breach.

XII. NO PERSONAL LIABILITY

Nothing in this Agreement may be construed as creating any personal liability on the part of any commissioner, officer, director, employee or agent of Harris County, User or any governmental body that may be a party to this Agreement. Furthermore, the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any commissioner, officer, director, employee or agent of Harris County or User.

XIII. EXECUTION, MULTIPLE COUNTERPARTS

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

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

HARRIS COUNTY, TEXAS

By: _____
AMY SAMPLES
Assistant Harris County Attorney

By: _____
ED EMMETT
Harris County Judge
Date Signed: _____

Attest for User

City of Tomball

By: _____

By: _____
City Representative

Fire Chief
Date Signed: _____

Date Signed: _____

APPROVED AS TO FORM:

City Attorney Name: Loren B. Smith
City Attorney Address: 401 Market Street
City Attorney City/State/Zip Code: Tomball, Texas 77375

Signature

Attorneys For City of Tomball

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 19, 2018

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager
- Sec. 551.071 - Consultation with Attorney regarding Cause No. 201777979; City of Tomball, Texas v. 20.Nine.20 Offroad and Performance, LLC., in the 334th Judicial District Court in and for Harris County, Texas; and
- Sec. 551.071 - Consultation with Attorney regarding a Matter in which the Duty of the Attorney is Required to be Held in Closed, Executive Session.

Background:**Origination:**

City Council, City Manager, City Attorney

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: February 19, 2018

Topic:

Consideration and Possible Action regarding Settlement in Cause No. 201777979; City of Tomball, Texas v. 20.Nine.20 Offroad and Performance, LLC., in the 334th Judicial District Court in and for Harris County, Texas

Background:

Origination:

City Manager

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

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